



AGENDA – Monday, November 19, 2018

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 Cline & 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.

PROCLAMATION – WREATHS ACROSS AMERICA DAY – TAB A

CONSENT AGENDA – TAB B

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, November 5, 2018 City Council Meeting
- Payment Approval List for Warrant Registers 58209-58243 & 84296-84365 for \$253,727.99

BUSINESS

- AB 18-74– Creative Community Solutions, INC Proposal - TAB C
- AB 18-75 – DOE Loan Agreement for Biosolids Plant – Engineering and Construction – TAB D
- AB 18-76 – Resolution 2018-14 Setting Property Tax Rate for 2019 -**PUBLIC HEARING**– TAB E
- AB 18-77 – Bid Award for Vacuum Trailer and Related Equipment – TAB F
- AB 18-78 – Preliminary Budget – **PUBLIC HEARING** - TAB G

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB H

- Wastewater Department Report for October 2018
- Water Department Report for October 2018
- Parks, Streets and Stormwater Report for October 2018
- Fiber Festival
- Washington State Itinerary
- Long Beach Package Travel Testimonials
- Tourism and Event Coordinator Support Letters

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.
December 3, 2018, December 17, 2018 & January 7, 2019

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

Proclamation

Wreaths Across America Day

City of Long Beach, Washington

Whereas, the national **Wreaths Across America** program honoring Veterans began in 2007 as an expansion of the Worcester Wreaths program at Arlington National Cemetery, and

Whereas, the national **Wreaths Across America** mission is to "Remember the Fallen, Honor Those Who Serve and Teach Our Children the Value of Freedom" with the laying of wreaths on veterans' graves on the second or third Saturday of December of each year, and

Whereas, the **Wreaths Across America** program in the City of Long Beach was initiated by the Ocean In View Chapter, National Society Daughters of the American Revolution in December 2013 at Veterans Field in Long Beach, Washington, and

Whereas, the **Wreaths Across America** program in the City of Long Beach has been continued and expanded to include Peninsula Chapter, Women of the Moose 1930; Peninsula Moose Lodge #2362; American Legion Post 48; Boy Scout Troop 4028; U.S. Coast Guard Station, Cape Disappointment; Ocean Park Cemetery; Lone Fir Cemetery; Ilwaco Cemetery; City of Long Beach; and many individual and corporate sponsors, and


Whereas, the national **Wreaths Across America** program in 2017 honored over 1,565,000 veterans at nearly 1,440 locations with wreaths placed on veterans' graves and at state capitols "Across America", and

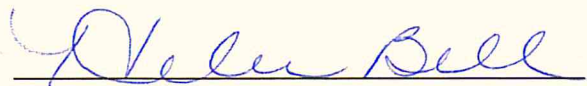
Whereas, the **Wreaths Across America** program in the City of Long Beach is an outstanding example of how we honor our veterans and the public honoring of the City's veterans, and

Whereas, our citizens owe a deep debt of gratitude to all who served, are serving and will serve in our nation's Armed Forces.

NOW, THEREFORE BE IT RESOLVED THAT the City Council of Long Beach, Washington hereby proclaims the 15th day of December 2018 as "**Wreaths Across America Day**" in Long Beach, Washington.

Dated this 19th day of November 2018 by the City Council of Long Beach, Washington.


Jerry Phillips, Mayor


City Clerk

TAB - B

LONG BEACH CITY COUNCIL MEETING

November 5, 2018

6:30 COUNCIL WORKSHOP

C. Murry, C. Cline, C. Kemmer, and C. Linhart were present. C. McGuire was absent.

WS 18-23- Long Beach Peninsula Visitors Bureau Update

- David Glasson, City Administrator, presented the workshop bill.
-Update from Andi Day, Executive Director of the LBPVB on the status of the local tourism industry.
- **No decisions or motions were made at this time.**
- The Mayor adjourned the workshop at 6:55 p.m.

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. Cline, C. Kemmer, and C. Murry present. C. McGuire was absent.

PUBLIC COMMENT

No public comment

CONSENT AGENDA

Minutes, Oct. 15, 2018 City Council Meeting

Payment Approval List for Warrant Registers 58183-58208 & 84227-84295 for \$171,116.13

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

BUSINESS

AB 18-68 – TAP Ranking Committee

Mayor Phillips presented the Agenda Bill. The Transportation Alternatives Program ranking committee is in need of a representative from Pacific County to rank the projects for possible funding. This person needs to be nominated by either City Council or County Commissioners.

The Mayor closed the Public Hearing at 7:05 p.m.

C. Linhart made the motion to nominate Jim Sayce, Pacific County EDC Executive Director, to be on the TAP Ranking Committee representing Pacific County. C. Murry seconded the motion; 4 Ayes, motion passed.

AB 18-69 – Ordinance 962- Amending Planning and Development Fees

Ariel Smith, Community Development Director, presented the Agenda Bill. Council has recently revised the zoning code to include a “Special Event Permit” and wish to assign a fee to the permit process. This

ordinance also associates a fee with the “Special Use Permit” process. These fees must be adopted by ordinance so that they are reflected within the City Code.

C. Linhart made the motion to adopt Ordinance 962. C. Murry seconded the motion; 4 Ayes, motion passed.

AB 18-70 – Interagency Agreement Between State Parks and City

David Glasson, City Administrator, presented the Agenda Bill. Attached is an interagency agreement with Washington State Parks and Recreation to have the city maintain the Bolstad and Sid Snyder approaches for calendar years 2018 and 2019. This agreement has been in place for 20 plus years and has worked well for both parties. The duration and terms of the agreement have stayed the same.

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

AB 18-71 – Agreement with Washington Forestry Consultants, Inc.

David Glasson, City Administrator, presented the Agenda Bill. Areas of potential harvest were identified through the Watershed Management Plan and Biosolids Site Forest Management Plan. This contract will allow Washington Forestry Consultants, Inc. to act as the project manager of the harvest and all the logistics that go along with that process.

C. Linhart made the motion to authorize the Mayor to enter into an agreement with Washington Forestry Consultants, Inc. C. Cline seconded the motion; 4 Ayes, motion passed.

AB 18-72 – SUP 2018-07 Shoe Boxes of Joy

Ariel Smith, Community Development Director, presented the Agenda Bill. Shoe Boxes of Joy asks to use the Long Beach Depot for the period between Thanksgiving and New Year’s Day (November 22nd through January 1st). The Depot would be used as a drop-off location for food and goods, and as a storage and repackaging facility for distribution of holiday packages for shut-ins and low-income elderly Peninsula residents.

This recognized area charitable program asks that the Council consider waiving or substantially reducing the rental fee (normally \$50 per day) so that money might go to those being served by the program. This is not a land use specifically called out in the code, and so they request a special use permit. **C. Linhart made the motion to conditionally approve SUP 2018-07. C. Cline seconded the motion; 4 Ayes, motion passed.**

AB 18-73 – Agreement for Services with SDS Municipal Consulting, LLC

Mayor Phillips presented the Agenda Bill. Mayor Phillips has been working the legislature in his capacity as Mayor and representative to the Association of Washington Cities to educate state elected officials of the funding issues small cities face. Sarah Davenport-Smith has worked contractually for the city during the last year and has made progress with the legislature on key topics. The services outlined in this contract can be seen in Attachment A of this agreement. **C. Linhart made the motion to authorize the Mayor to enter into this agreement with SDS Municipal Consulting LLC. C. Kemmer seconded the motion; 3 Ayes; 1 Nay (C. Murry); motion passed.**

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Sales Tax Collections
- Lodging Tax Collections
- Letter of Appreciation
- Letter of Appreciation
- Police Chief's Report for October 2018
- Comprehensive Plan Update Workshop Minutes

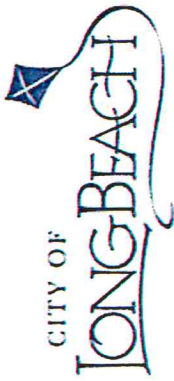
ADJOURNMENT

The Mayor adjourned the meeting at 7:22 p.m.

Mayor _____

ATTEST:

City Clerk



Warrant Register

Check Periods: 2018 - November - 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
Number	Name	Print Date	Clearing Date
58209	Bell, Helen S	11/5/2018	\$306.69
58210	Binlon, Jacob	11/5/2018	\$1,658.24
58211	Booi, Kristopher A	11/5/2018	\$1,527.18
58212	Cline, Kevin M	11/5/2018	\$266.95
58213	Gilbertson, Bradley K	11/5/2018	\$1,595.93
58214	Goulter, John R.	11/5/2018	\$1,822.28
58215	Huff, Timothy M.	11/5/2018	\$1,604.19
58216	Kaino, Kris	11/5/2018	\$1,015.75
58217	Kemmer, Holli L	11/5/2018	\$266.95
58218	Kemmer, Larry L	11/5/2018	\$1,363.57
58219	Linhart, Steven P	11/5/2018	\$266.95
58220	Lueth, Paul J	11/5/2018	\$1,921.60
58221	McGuire, Tina M	11/5/2018	\$266.95
58222	Miller, Matt W	11/5/2018	\$1,364.78
58223	Mortenson, Tim	11/5/2018	\$2,277.85
58224	Murry, Del R	11/5/2018	\$266.95
58225	Padgett, Timothy J	11/5/2018	\$1,558.88
58226	Persell, Whitney J	11/5/2018	\$1,013.37
58227	Quittner, Jonathan H	11/5/2018	\$971.13
58228	Williams, David L	11/5/2018	\$369.30
58229	Wood, Matthew T	11/5/2018	\$1,543.52
58230	Wright, Flint R	11/5/2018	\$2,708.97
58231	Zuern, Donald D.	11/5/2018	\$2,223.58
58234	AFLAC	11/5/2018	\$426.65
58235	Association of WA Cities	11/5/2018	\$30,859.51
58236	City of Long Beach - Fica	11/5/2018	\$13,010.30
58237	City of Long Beach - FWH	11/5/2018	\$8,160.57
58238	Council Gift Fund	11/5/2018	\$60.00
58239	Dept of Labor & Industries	11/5/2018	\$2,196.97

Number	Name	Print Date	Clearing Date	Amount
58240	Dept of Retirement Systems Def Comp	11/5/2018		\$3,025.00
58241	Massmutual Retirement Services	11/5/2018		\$575.00
58242	Teamsters Local #58	11/5/2018		\$203.50
58243	Dept of Retirement Systems	11/5/2018		\$14,918.20
84296	Zuern, Donald	11/5/2018		\$181.72
84297	Visa	11/5/2018	11/5/2018	\$2,275.25
84298	Lefor, Josh	11/5/2018		\$56.00
84299	Ostgaard, Loretta	11/5/2018		\$56.00
84300	Budget Blinds	11/7/2018		\$198.00
84301	Booi, Kris	11/13/2018		\$168.21
84302	Active Enterprises, Inc.	11/15/2018		\$86.97
84303	Airgas USA LLC	11/15/2018		\$47.22
84304	All Safe Mini Storage	11/15/2018		\$190.00
84305	ALS Group USA, Corp.	11/15/2018		\$2,394.00
84306	AlSCO-American Linen Div.	11/15/2018		\$93.84
84307	Astoria Janitor & Paper Supply	11/15/2018		\$555.22
84308	Astoria-Warrenton Area Chamber of Commerce	11/15/2018		\$191.00
84309	Atlantis Auto Glass	11/15/2018		\$375.00
84310	Backflow Management Inc	11/15/2018		\$1,502.50
84311	Bayside Audiology	11/15/2018		\$245.00
84312	Berkadia Commercial Mortgage	11/15/2018		\$5,743.00
84313	Brighter Side Marketing	11/15/2018		\$775.00
84314	Brown, Bryce	11/15/2018		\$180.00
84315	BSK Associates	11/15/2018		\$460.00
84316	Cartomation, Inc	11/15/2018		\$500.00
84317	Cascade Columbia Distribution CO	11/15/2018		\$4,570.47
84318	Ced - Consolidated	11/15/2018		\$802.08
84319	CenturyLink	11/15/2018		\$1,564.31
84320	Charter Communications	11/15/2018		\$254.93
84321	Chevron & Texaco Business Card Services	11/15/2018		\$3,000.00
84322	Chinook Observer	11/15/2018		\$333.91
84323	Dennis Company	11/15/2018		\$914.46
84324	Department of Health	11/15/2018		\$87.00
84325	Discovery Benefits, Inc.	11/15/2018		\$50.00
84326	Ecological Land Services	11/15/2018		\$946.25
84327	Ellyson, Sue	11/15/2018		\$71.99
84328	Englund Marine Supply	11/15/2018		\$433.16
84329	Evergreen Septic Inc	11/15/2018		\$188.00
84330	Evergreen Septic Pumping LLC	11/15/2018		\$1,560.69
84331	Goulter, Allen J III	11/15/2018		\$1,300.00
84332	Group Tour Media	11/15/2018		\$1,000.00
84333	H. D. FOWLER	11/15/2018		\$767.08
84334	Iron Mountain	11/15/2018		\$122.70
84335	Lighthouse Oceanfront Resort	11/15/2018		\$220.20
84336	Long Beach Commercial Security	11/15/2018		\$107.22

Number	Name	Print Date	Clearing Date	Amount
84337	Naselle Rock & Asphalt	11/15/2018		\$8,012.19
84338	Neofunds	11/15/2018		\$500.00
84339	Northwest Motor Service	11/15/2018		\$1,997.42
84340	Oman & Son Builders	11/15/2018		\$340.86
84341	One Call Concepts, Inc.	11/15/2018		\$36.38
84342	Pacific County Treasurer	11/15/2018		\$6,319.83
84343	Peninsula Landscape Supply	11/15/2018		\$77.83
84344	Peninsula Visitors Bureau	11/15/2018		\$39,395.60
84345	Penoyar, Joel	11/15/2018		\$2,800.00
84346	Serendipity Media	11/15/2018		\$816.00
84347	Sid's Iga	11/15/2018		\$121.91
84348	Snap-ON Tools	11/15/2018		\$106.13
84349	Solutions Yes	11/15/2018		\$313.50
84350	Standard Insurance Co.	11/15/2018		\$2,569.53
84351	STAPLES ADVANTAGE	11/15/2018		\$298.41
84352	SUNSET AUTO PARTS, INC	11/15/2018		\$2,550.42
84353	TireHub	11/15/2018		\$1,165.18
84354	Total Battery & Auto	11/15/2018		\$400.38
84355	Tse, Brian P	11/15/2018		\$280.00
84356	U.S. Bank N.A.	11/15/2018		\$27,887.50
84357	U.S. Cellular	11/15/2018		\$65.60
84358	Visa	11/15/2018		\$6,194.37
84359	WACE	11/15/2018		\$200.00
84360	Wadsworth Electric	11/15/2018		\$3,539.19
84361	Waterhouse Environmental Services Corp.	11/15/2018		\$7,140.06
84362	Wilcox & Flegel Oil Co.	11/15/2018		\$2,221.30
84363	WILLAPA PAPER SERVICE	11/15/2018		\$385.00
84364	World Kite Museum	11/15/2018		\$1,625.00
84365	Zep Manufacturing CO	11/15/2018		\$182.76
		Total	Check	\$253,727.99
		Grand Total		\$253,727.99

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 18-74**

Meeting Date: November 19, 2018

AGENDA ITEM INFORMATION

SUBJECT: Proposal Creative Community Solutions for the Comprehensive Plan Update	Originator:	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$36,200	Other:	

SUMMARY STATEMENT: The Washington State Department of Commerce requires that the City submit a Comprehensive Plan Update to them by June of 2020. The city has held the first of many public workshops which was facilitated by John Kliem of Creative Community Solutions. Since that time John has submitted a proposal to do the complete update that is due in 2020. This item has been incorporated into the 2019 budget.

RECOMMENDED ACTION: *Authorize the Mayor to accept the proposal and enter into an agreement with Creative Community Solutions for completing the 2020 Comprehensive Plan Update.*



November 1, 2018

Ariel Smith, City Planner
City of Long Beach
PO Box 310
Long Beach, WA 98631

Dear Ms. Smith:

Thank you for this opportunity to provide the City of Long Beach with a proposal for updating the 2008 Comprehensive Plan. The scope of work I am forwarding to you is based on our conversations plus the outcomes from the October 23, 2018 workshop I facilitated with the Planning Commission and other participating community members.

This scope of work consists of a series of milestones that will engage the Planning Commission and the community in an update process that will refocus and strengthen the comprehensive plan for Long Beach.

The completion schedule for each milestone assumes approval of the scope of work by mid-November 2018. I anticipate that the project's completion will occur around October or November 2019 when the City Council adopts the update.

There are 12 milestones to the proposed scope of work; two of them are optional:

Milestone 1: Restructuring the Plan

The organization of the 2008 is cumbersome; it lacks flow, is verbose, and has an unconventional organization that makes interpretation and implementation difficult for both the public and the staff.

This milestone will focus on organizing the comprehensive plan into two parts. Part I will segregate the 2008 vision statements, goals, and strategies into the mandatory and optional plan elements required under RCW 36.70A.070 and .080. Restructuring Part I will make it easier for Planning Commission members and the public to assess whether to retain, amend, or remove an individual vision statement, goal, or strategy. Also integrated into Part I will be the vision statements, goals, and policies from the Shoreline Master Program and the Park Plan.

A separate Part II will contain the data and assumptions used for developing the rationale in Part I. If new facts or figures are available for a topic, such as population, demographic, or economic data, I will update that information. The information in Part II will become an important tool for assessing the relevancy of the 2008 vision statements, goals, and strategies in subsequent milestones. Part II will be available to the Planning Commission at its January 2019 meeting.

Proposed completion date of Milestone 1: January 8, 2019

Milestone 2: Workshop 1

The first workshop with the Planning Commission will:

- Introduce the work plan for completing the comprehensive plan update;
- Review and select public participation approaches for engaging the community in the update process; and
- Examine community demographics and future population projections for Long Beach, then choose an appropriate 20-year population scenario.

At the end of the meeting, I will distribute a homework assignment to Planning Commission member to prepare them for the next workshop that will focus on homes and neighborhoods in the city.

Proposed completion date of Milestone 2: January 8, 2019

Milestone 3: Workshop 2

The homework assignment will be a focal point for workshop participants to evaluate the 2008 plan's vision statements, goals, and strategies relating to homes and neighborhoods within the city. Discussion also will explore potential new approaches for improving housing affordability and choice in the city.

In preparation of Workshop 3, there will be a second homework assignment distributed to participants that will focus on commercial development within the city.

Proposed completion date of Milestone 3: February 12, 2019

Milestone 4: Workshop 3

Evaluating vision statements, goals, and strategies relating to commercial development in the downtown and elsewhere in the city will be the focus of this meeting. Participants will also explore new approaches to encouraging greater economic development throughout the community.

Proposed completion date of Milestone 4: March 12, 2019

Milestone 5: Workshop 4

Workshop 4 will focus on two topics simultaneously – circulation within the community (car, bicycle, and pedestrian) and distribution of future land uses. The workshop design will be a hands-on, visualization activity to update the transportation element and provide guidance on developing a future land use map. The activity may lead to new ideas about the classification and distribution of land uses in the city.

Proposed completion date of Milestone 5: April 9, 2019

Milestone 6: Preparation of First Draft

The preparation of a first draft of the comprehensive plan update will incorporate the outcomes of the four workshops. The Planning Commission and city staff will receive the draft to review for accuracy, content, readability, and further refinement.

Proposed completion date of Milestone 6: May 1, 2019

Milestone 7: Workshop 5

This workshop will discuss the first draft of the comprehensive plan update and reach agreement on any changes proposed by Planning Commission members and the city staff.

Proposed completion date of Milestone 7: May 14, 2019

Milestone 8: Preparation of Second Draft

After Workshop 5, I will make changes to the draft document as agreed upon by the participants. This document will now be ready for public comment in accordance the public participation approach.

Proposed completion date of Milestone 8: May 31, 2019

Milestone 9: Public Hearing on Comprehensive Plan update

At this milestone, the Planning Commission will hold a public hearing on the update. I will assist the city by preparing and presenting an overview of the update plan. Once the Planning Commission completes the public comment portion of the meeting, they will assess if further changes to the update are necessary before preparing and forwarding a recommendation to the City Council. I will prepare a draft recommendation for city staff and Planning Commission to consider using.

Proposed completion date of Milestone 9: June 11, 2019

Optional Milestone 9A: If the Planning Commission receives significant requests at the hearing for changes to the document, they could continue the meeting to another date to decide. I will be available to assist them if needed.

Milestone 10: Workshop 6 (Optional)

I will assist the City Council in its review of the Comprehensive Plan update in a workshop setting upon their request.

Proposed completion date of Milestone 10: June or July 2019

Milestone 11: Environmental and State Agency Review

Upon consent by the City Council, I will assist the city in preparing and submitting documents associated with the environmental review and the 60-day Notice of Intent to Adopt process.

Proposed completion date of Milestone 11: June or July 2019

Milestone 12: Local Adoption (Optional)

Once the city receives comments from the SEPA threshold decision and the 60-day state review, I will assist the city in working to resolve any outstanding issues. I will prepare a draft adoption ordinance upon request by Staff.

Proposed completion date of Milestone 12: September or October 2019

City Responsibilities

The city will be responsible for providing any available plans or documents necessary for updating the comprehensive plan in a timely manner. Examples of such documents may include water and sewer utility planning documents and transportation and capital improvement plans.

In addition, the city will cover all expenses related to GIS services, the printing of documents, or rental fees for meeting sites.

Fee for Completing Scope of Work

The fee for completing the entire scope of work, including optional milestones, is \$36,200. The city may decide at a future date to exercise the right to include or omit the optional milestones from the scope of work and fee. I will invoice the city upon completion of the following milestones at the amount shown:

Milestone 1: Restructuring the Plan	\$ 11,000
Milestone 2: Workshop 1	\$ 2,000
Milestone 3: Workshop 2	\$ 2,000
Milestone 4: Workshop 3	\$ 2,000
Milestone 5: Workshop 4	\$ 2,000
Milestone 6: Preparation of the First Draft	\$ 4,500
Milestone 7: Workshop 5	\$ 1,000
Milestone 8: Preparation of the Second Draft	\$ 2,200
Milestone 9: Public Hearing on Comprehensive Plan	\$ 2,000
Milestone 9A: Continuation of June Meeting (Optional)	\$ 1,000
Milestone 10: Council Workshop (Optional)	\$ 2,000
Milestone 11: Environmental and State Agency Review	\$ 2,700
Milestone 12: Local Adoption	\$ 1,800
Total Fee	\$ 36,200

This fee includes all expenses related to my travel and supplies associated with facilitating the workshops.

The city shall reimburse me at a rate of \$110.00 per hour plus approved expenses upon request to provide any professional planning services beyond the above scope of work.

If you have any question regarding my proposed scope of work, please do not hesitate to call me. Also, please keep in mind that I am very open to amending the proposal to ensure your community receives the best planning assistance available.

I am excited about the possibility of working with the City of Long Beach and its citizens on this great project.

Sincerely,

A handwritten signature in black ink, appearing to read "John M. Kliem". The signature is fluid and cursive, with the first name "John" being more prominent.

John M. Kliem, President
Creative Community Solutions

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 18-75**

Meeting Date: November 19, 2018

AGENDA ITEM INFORMATION

SUBJECT: Washington State DOE Agreement for Long Beach Regional Biosolids Treatment Plant Engineering and Construction	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$276,000 Forgivable Principal /\$1,832,802 Centennial Grant & \$4,891,198 SRF loan at 1.9% Interest for 20 years – Total award amount \$7,000,000	Other:	
SUMMARY STATEMENT: This is the agreement is for financing of the design and construction of the Regional Biosolids Treatment Plant. The funding breakdown is listed above the “Cost” portion of the agenda bill.		
RECOMMENDED ACTION: <i>Authorize the City Administrator to execute the loan agreement between the City of Long Beach and the Washington State Department of Ecology for the Regional Biosolids Treatment Facility Engineering and Construction.</i>		



Agreement No. WQC-2019-LongBe-00060

WATER QUALITY COMBINED FINANCIAL ASSISTANCE 2019 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LONG BEACH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Long Beach, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Regional Biosolids Treatment Facility
Total Cost:	\$7,000,000.00
Total Eligible Cost:	\$7,000,000.00
Ecology Share:	\$7,000,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	06/01/2018
The Expiration Date of this Agreement is no later than:	06/30/2020
Project Type:	Wastewater Facility

Project Short Description:

This project improves water quality in Willapa Bay and the Columbia River through the design and construction of a regional biosolids treatment facility at the Long Beach wastewater treatment plant in the City of Long Beach. This project provides an increased level of treatment and provides additional disposal options for the biosolids generated at the City of Long Beach and City of Ilwaco Wastewater Treatment Plants (WWTP).

Project Long Description:

This project improves water quality in Willapa Bay and the Columbia River through the design and construction of a regional biosolids treatment facility at the Long Beach wastewater treatment plant in the City of Long Beach. This project provides an increased level of treatment and provides additional disposal options for the biosolids generated at the City of Long Beach and City of Ilwaco Wastewater Treatment Plants (WWTP).

The Regional Biosolids Treatment Facility includes:

- Biosolids storage vessel for biosolids trucked from the City of Ilwaco.

Agreement No: WQC-2019-LongBe-00060
Project Title: Regional Biosolids Treatment Facility
Recipient Name: City of Long Beach

- Bulking Agent Storage Building (approx. 1,050 sf), Solids Handling Building (approx. 2,300 sf).
- Compost Storage/Curing Building (approx. 2,400 sf).
- Electrical controls, instrumentation and HVAC.
- Screw press, screw conveyor, In-vessel compost containers, air blowers, biofilters (for air exhaust), trommel, wood chipper, bob cat for material handling and biosolids tanker truck.
- Site grading, storm drainage and paving.

The Regional Biosolids Treatment Facility will be owned and operated by the RECIPIENT with biosolids treatment provided on a contract basis with Ilwaco and other WWTPs.

Overall Goal:

The goal of the RECIPIENT's Regional Biosolids Treatment Facility project is to construct a biosolids treatment facility that will treat biosolids from the RECIPIENT and Ilwaco (including the Seaview Sewer District, Cape Disappointment State Park and the US Coast Guard Station at Cape Disappointment). The final product will be a Class A EQ beneficial use compost material that will have direct benefit to the citizens and businesses of the Long Beach Peninsula, protect surface and groundwater, and meet county, state, and federal requirements.

RECIPIENT INFORMATION

Organization Name: City of Long Beach

Federal Tax ID: 91-6001455

DUNS Number: 024684466

Mailing Address: 115 Bolstad W
Long Beach, WA 98631

Physical Address: 115 Bolstad W
Long Beach, Washington 98631

Organization Email: planner@longbeachwa.gov

Contacts

Project Manager	Ariel Smith Community Development Director 115 Bolstad W Long Beach, Washington 98631 Email: asmith@longbeachwa.gov Phone: (360) 642-4421
Billing Contact	Ariel Smith Community Development Director 115 Bolstad W Long Beach, Washington 98631 Email: asmith@longbeachwa.gov Phone: (360) 642-4421
Authorized Signatory	David R Glasson Administrator P O Box 310 Long Beach, Washington 98631 Email: administrator@longbeachwa.gov Phone: (360) 642-4421

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Dave Dougherty PO Box 47775 Olympia, Washington 98504-7775 Email: ddou461@ecy.wa.gov Phone: (360) 407-6278
Financial Manager	Jeanna Ridner PO Box 47600 Olympia, Washington 98504-7600 Email: jmac461@ecy.wa.gov Phone: (360) 407-6533

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Long Beach

By: _____

By: _____

Heather R. Bartlett Date

David R. Glasson Date

Water Quality

Administrator

Program Manager

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1

Task Cost: \$20,000.00

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Ariel Smith

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$552,000.00

Task Title: Project Design

Task Description:

A. The RECIPIENT will procure engineering services in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will design the Regional Biosolids Treatment Facility. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC. Elements of the design will include:

1. Solids handling building.
2. Feedstock building.
3. Compost storage building.
4. Pump and piping to deliver Class B biosolids from the aerobic digester to solids handling building.
5. Electrical and HVAC for buildings.
6. In-vessel compost unit air/exhaust system including biofilter.
7. Site work including yard paving and storm drainage.

C. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.

D. The RECIPIENT will complete the facility designs within one year after the execution of this AGREEMENT.

E. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness. If the RECIPIENT has obtained either a preliminary or investment grade energy audit of the utility in the last 5 years, documentation of that audit can be submitted instead.

F. The RECIPIENT will submit documentation to ECOLOGY to facilitate cultural resources review. Costs incurred for construction activities that occur before cultural resources review will not be eligible for reimbursement.

Task Goal Statement:

Obtain RECIPIENT design review and building permit approval. Include requirements for cultural and historic preservation into the project construction documents and construction practices. Obtain Ecology cross cutter report determination letter.

Task Expected Outcome:

- A. RECIPIENT building permit obtained.
- B. RECIPIENT design review approval obtained.

Agreement No: WQC-2019-LongBe-00060

Project Title: Regional Biosolids Treatment Facility

Recipient Name: City of Long Beach

- C. Complete Design by June 1, 2019, one year from agreement effective date.
- D. Cultural and historic preservation requirements included in the construction documents.
- E. Ecology cross cutter report determination letter obtained.

Recipient Task Coordinator: Ariel Smith**Project Design****Deliverables**

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.documentation and Cross Cutter Determination Letter uploaded to EAGL.	
2.2	Two copies of the draft and final design.	
2.3	Investment Grade Efficiency Audit documentation.	
2.4	Two copies of the cultural resources review documents.	

SCOPE OF WORK

Task Number: 3 Task Cost: \$5,817,000.00

Task Title: Project Construction

Task Description:

- A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
1. Solids handling building
 2. Feedstock building
 3. Compost storage building
 4. Pump and piping to deliver Class B biosolids from the aerobic digester to solids handling building
 5. Mechanical equipment (screw press, screw conveyor, In-vessel compost containers, air blowers, biofilters, trommel, wood chipper), electrical and HVAC for buildings
 6. In-vessel compost unit air/exhaust system including biofilter
 7. Site work including yard paving and storm drainage.
- C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.
- D. As a condition of receiving this funding, the RECIPIENT will prepare an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements
1. An inventory of critical assets that belong to the utility.
 2. An evaluation of the condition and performance of the critical assets.
 3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
 4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

Task Goal Statement:

- A. Complete bid-ready plans and specifications approved by the Department of Ecology.
- B. Advertise and obtain bids.
- C. Award construction contract to lowest responsive and responsible bidder upon review of bids, bonds and insurance as well as approval by City Council.
- D. Enter into facility use agreements with WWTPs in the area who will send biosolids to the RECIPIENT for treatment.

Task Expected Outcome:

- A. Production of complete bid package to include contractor's proposal, all required general and special conditions including those required by Ecology, plans, specifications and wage rate determinations.
- B. Development of final engineer's estimate for construction.
- C. Advertise project, obtain bids and award construction contract.
- D. Completion of a fully functional biosolids treatment facility.

Recipient Task Coordinator: Ariel Smith

Project Construction

Deliverables

Number	Description	Due Date
3.1	Copy of the advertisement for bids and the affidavit of publication.	
3.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
3.3	Copy of the notice to proceed.	
3.4	Minutes of the pre-construction meeting.	
3.5	Upload bid tab Certification that the Financial Sustainability Plan has been developed and is being implemented.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$300,000.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring of professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.
- C. The RECIPIENT will provide ECOLOGY with a plan for increasing user rates necessary to support this loan. This plan must be provided within six months of signing the loan agreement. The plan will include the total revenue requirement and the user rates necessary for the RECIPIENT to operate and maintain the funded utility, to establish reserves to pay for equipment replacement, and to pay debt service. The plan will identify a schedule of rate increases necessary to achieve the total revenue requirement by the estimated date of loan repayment.
- D. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.
- E. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).
- F. The RECIPIENT will prepare an Operation and Maintenance (O&M) manual amendment that addresses the equipment installed under this project. The O&M amendment must be sufficient to allow the operator to operate the facility within the permit limits.
- G. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans, specifications, and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

The goals of the Task 5: Construction Management include:

1. Prepare Construction Quality Assurance Plan.
2. Perform submittal review to ensure the materials installed meet the specifications.
3. Provide construction inspection throughout the duration of the project to ensure the finished product complies with the design and specifications.

4. Complete all construction and project close-out documentation.

Task Expected Outcome:

The expected outcomes of Task 5 include:

1. Successful construction of a fully-functional Regional Biosolids Treatment Facility that meets the intent of the design documents.
2. Final construction costs in budget.
3. Complete documentation for the project including submittal reviews, daily inspection reports, test results, wage and payroll certification, record drawings, O&M manuals, progress estimates, change orders and close-out paperwork.

Recipient Task Coordinator: Ariel Smith

Construction Management

Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT's process for procuring engineering services.	
4.3	Construction Quality Assurance Plan.	
4.4	Plan of interim operation of the facility while under construction.	
4.5	"As-built" plans.	
4.6	Operation and Maintenance Manual amendment.	
4.7	Declaration of Construction completion.	

SCOPE OF WORK

Task Number: 5 Task Cost: \$311,000.00

Task Title: Equipment Purchase

Task Description:

A. The RECIPIENT will submit product details and costs for all equipment or tool purchases for approval by ECOLOGY prior to purchasing the equipment or tool. No reimbursement will be made for equipment or tools that are not approved by ECOLOGY prior to purchase.

B. Following ECOLOGY approval, the RECIPIENT will purchase the following equipment and tools.

1. sludge truck
2. compact wheel loader

Task Goal Statement:

To purchase the necessary equipment for the construction of the Regional Biosolids Treatment Facility.

Task Expected Outcome:

To purchase the necessary equipment for the project.

Recipient Task Coordinator: Ariel Smith

Equipment Purchase

Deliverables

Number	Description	Due Date
5.1	Submittal of product details and cost for equipment or tool purchase to ECOLOGY for review.	

SCOPE OF WORK

Task Number: 6

Task Cost: \$0.00

Task Title: Change Orders

Task Description:

A. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project.

B. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

Submittal and approval of all change orders.

Task Expected Outcome:

Submittal and approval of all change orders.

Recipient Task Coordinator: Ariel Smith

Change Orders

Deliverables

Number	Description	Due Date
6.1	Submittal and approval of all change orders.	

BUDGET

Funding Distribution EF190178

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: SRF Forgivable Principal Funding Type: Forgivable Loan
Funding Effective Date: 06/01/2018 Funding Expiration Date: 06/30/2020
Funding Source:

Title: CWSRF-SFY19

Type: Blended State/Federal

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C. §1251-1387) established the State Revolving Fund (SRF) low interest loan program (40. C.F.R. Part 31, 35 Sub Part K). Funds come from a combination of Federal Capitalization Grant provided through the Environmental Protection Agency (EPA), state match, and revolved funds from repayments and interest on previous loans.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

SRF Forgivable Principal	Task Total
Project Design	\$ 276,000.00

Total: \$ 276,000.00

BUDGET

Funding Distribution EG190179

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Centennial Funding Type: Grant
 Funding Effective Date: 06/01/2018 Funding Expiration Date: 06/30/2020

Funding Source:

Title: Centennial-SFY19

Type: State

Funding Source %: 100%

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Centennial	Task Total
Project Administration/Management	\$ 5,685.00
Project Construction	\$ 1,741,844.00
Construction Management	\$ 85,273.00

Total: \$ 1,832,802.00

Funding Distribution EL190177

Agreement No: WQC-2019-LongBe-00060

Project Title: Regional Biosolids Treatment Facility

Recipient Name: City of Long Beach

SRF Loan	Task Total
Project Administration/Management	\$ 14,315.00
Project Design	\$ 276,000.00
Project Construction	\$ 4,075,156.00
Construction Management	\$ 214,727.00
Equipment Purchase	\$ 311,000.00
Change Orders	\$ 0.00

Total: \$ 4,891,198.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial	0.00 %	\$ 0.00	\$ 1,832,802.00	\$ 1,832,802.00
SRF Forgivable Principal	0.00 %	\$ 0.00	\$ 276,000.00	\$ 276,000.00
SRF Loan	0.00 %	\$ 0.00	\$ 4,891,198.00	\$ 4,891,198.00
Total		\$ 0.00	\$ 7,000,000.00	\$ 7,000,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer's Estimate” means the engineer's estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

Agreement No: WQC-2019-LongBe-00060

Project Title: Regional Biosolids Treatment Facility

Recipient Name: City of Long Beach

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at:

<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process allows the RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If the RECIPIENT has questions about the vendor registration process or setting up direct deposit payments contact DES Payee Help Desk at (360) 407-8180 or payeehelpdesk@watech.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program

website.

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager. To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

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

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date.

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting".

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)-Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submission, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

“The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies.”

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products 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 as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users 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.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall 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 (15 USC 2225a, 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, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan Certification Form (only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program

rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <http://www.ecy.wa.gov/programs/wq/funding/FundPrgrms/CWSRF/SignageGuidanceJune2015.pdf>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer

Agreement No: WQC-2019-LongBe-00060

Project Title: Regional Biosolids Treatment Facility

Recipient Name: City of Long Beach

necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the DEPARTMENT.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien

Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges. Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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3. 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 meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

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- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement 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.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

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authorize others to use the same for federal, state, or local government purposes.

- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work. All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT. RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds. Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

- a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Agreement No: WQC-2019-LongBe-00060
Project Title: Regional Biosolids Treatment Facility
Recipient Name: City of Long Beach

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: WQC-2019-LongBe-00060
Project Title: Regional Biosolids Treatment Facility
Recipient Name: City of Long Beach

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 18-76**

Meeting Date: November 19, 2018

AGENDA ITEM INFORMATION

SUBJECT: <i>Setting Property Tax Rate for 2019 collections</i>	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A - Revenue	Other:	
SUMMARY STATEMENT: The preliminary budget has been prepared with a 1.0% increase in property taxes, plus any new construction, banked amount and annexations. The amount of increase for 2019 is \$11,900.		
RECOMMENDED ACTION: <i>Approve resolution 2018-14 setting property tax rates.</i>		

RESOLUTION 2018-14

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, SETTING THE 2019 PROPERTY TAX LEVY FOR COLLECTION IN 2019.

WHEREAS, the City of Long Beach has met and considered its budget for the calendar year 2019; and

WHEREAS, the cities actual levy amount from the previous year was \$613,900; and,

WHEREAS, the population of the city is less than 10,000; and now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2019 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$6,139 which is a percentage increase of 1.00% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

This would bring the city up to the highest available due to banked capacity last year.

Passed this 19th day of November 2018.

Ayes Nay Absent

MAYOR

ATTEST:

City Clerk

Levy Certification

In accordance with RCW 84.52.020, I, David Glasson, City Administrator for the City of Long Beach, do hereby certify to the Pacific County legislative authority that the Council of the City of Long Beach requests that the following levy amounts be collected in 2019 as provided in the city's budget, which will be adopted following a public hearing held on December 9, 2018.

Regular Levy: \$625,800

City Administrator

Date




PACIFIC COUNTY ASSESSOR
BRUCE WALKER

(360) 875-9301

PRELIMINARY VALUES
2018 FOR 2019 TAXES
DATE: 8/27/2018

CITIES	REAL & PERSONAL ASSESSED VALUE REGULAR LEVIES	TIMBER T.A.V	REAL & PERSONAL ASSESSED VALUE SPECIAL LEVIES		INFORMATIONAL ONLY	
					Values included in Totals	
					NEW CONSTRUCTION	UTILITIES 2017 (2018 UNAVAILABLE)
RAYMOND	\$ 158,487,641	\$ 86,576	\$ 155,813,541		\$ 883,800	\$ 1,878,357
SOUTH BEND	\$ 92,489,649	\$ 7,043	\$ 90,228,149		\$ 261,900	\$ 1,147,841
LONG BEACH	\$ 295,032,358	\$ -	\$ 291,911,858		\$ 2,144,600	\$ 2,035,116
ILWACO	\$ 129,394,539	\$ 28,048	\$ 127,831,239		\$ 1,486,700	\$ 861,889
OUTSIDE DISTRICTS						
STATE SCHOOL	\$ 2,726,434,073	\$ -	\$ 2,675,591,073		\$ 22,519,600	\$ 26,581,618
CURRENT EXPENSE	\$ 2,730,444,461	\$ 210,621,439	\$ 2,679,601,461		\$ 22,519,600	\$ 26,581,618
ROADS	\$ 2,055,040,274	\$ 210,499,819	\$ 2,013,816,674		\$ 17,742,500	\$ 20,658,415
LIBRARY	\$ 2,730,444,461	\$ 210,621,439	\$ 2,679,601,461		\$ 22,519,600	\$ 26,581,618
HOSPITAL DIST #2	\$ 766,218,159	\$ 178,794,125	\$ 751,780,059		\$ 3,786,200	\$ 11,604,307
HOSPITAL DIST #3	\$ 1,964,226,302	\$ 31,827,314	\$ 1,927,821,402		\$ 18,733,400	\$ 14,977,311
PAC CO EMS #1	\$ 761,262,775	\$ 169,324,708	\$ 746,509,875		\$ 5,732,900	\$ 10,075,856
FIRE DISTRICTS						
FIRE NO 1	\$ 1,307,325,222	\$ 196,569	\$ 1,279,787,522		\$ 12,803,800	\$ 5,726,740
FIRE NO 1 - EMS	\$ 1,307,351,822	\$ 272,177	\$ 1,279,814,122		\$ 12,803,800	\$ 5,726,740
FIRE NO 2	\$ 93,384,508	\$ 373,182	\$ 91,210,908		\$ 142,800	\$ 153,149
FIRE NO 3	\$ 238,049,163	\$ 6,896,355	\$ 232,253,863		\$ 1,854,500	\$ 1,323,154
FIRE NO 4	\$ 105,648,887	\$ 1,170,705	\$ 103,639,087		\$ 1,911,000	\$ 3,114,085
FIRE NO 5	\$ 99,452,939	\$ 62,107	\$ 97,846,739		\$ 161,600	\$ 3,541,278
FIRE NO 5 - EMS	\$ 99,452,939	\$ 62,107	\$ 97,846,739		\$ 161,600	\$ 3,541,278
FIRE NO 6	\$ 63,852,022	\$ 371,551	\$ 62,728,522		\$ 394,900	\$ 48,610
FIRE NO 7	\$ 13,591,878	\$ 192,619	\$ 13,206,378		\$ 180,100	\$ 27,425
FIRE NO 8	\$ 21,098,256	\$ 927,282	\$ 20,639,056		\$ 49,300	\$ 210,256
GH FIRE DIST #15	\$ 6,510,440	\$ 124,025	\$ 6,421,640		\$ -	\$ 233,640
GH FIRE DIST #15 - EMS	\$ 14,245,724	\$ 22,031,243	\$ 14,156,924		\$ -	\$ 233,640
SOUTH BEACH RFA	\$ 99,452,939	\$ 62,107	\$ 97,846,739		\$ 161,600	\$ 3,541,278
SOUTH BEACH RFA - EMS	\$ 99,452,939		\$ 97,846,739		\$ 161,600	\$ 3,541,278
PORT DISTRICTS						
PORT OF WILLAPA	\$ 772,876,295	\$ 160,777,573	\$ 758,438,195		\$ 3,786,200	\$ 11,237,743
PORT OF ILWACO	\$ 597,803,473	\$ 46,788,450	\$ 587,951,273		\$ 6,774,300	\$ 6,441,089
PORT OF CHINOOK	\$ 80,961,389	\$ 2,987,993	\$ 79,235,889		\$ 79,000	\$ 1,696,882
PORT OF PENINSULA	\$ 1,278,797,904	\$ 67,423	\$ 1,253,970,704		\$ 11,880,100	\$ 7,205,904

I hereby certify the above is the Assessed Valuation of the various taxing districts in Pacific County.

 9/4/18
Bruce Walker, Pacific County Assessor - Date

TAX YEAR: 2019
 LEVY LIMIT CALCULATION
 TAXING DISTRICT: CITY OF LONG BEACH
 (ANNEXED TO A LIBRARY)

ESTIMATE

A.	HIGHEST LAWFUL LEVY SINCE 1985	(2018)	613,900	
	TIMES LEVY LIMIT - 101%	(+) 6,139	= 620,039	1%
B.	VALUE OF THIS YEAR NEW CONSTRUCTION		2,144,600	
	TIMES PREVIOUS YEARS LEVY RATE	2.197973	(+) 4,714	New Const
C.	CURRENT YEARS UTILITY VALUE		2,035,116	
	LESS PREVIOUS YEARS UTILITY VALUE		2,035,116	
	INCREASE IN UTILITY VALUE		0	
	TIMES PREVIOUS YEARS LEVY RATE	2.197973	(+) 1,000	Utility Est
D.	A+B+C LEVY LIMITATION		624,753 625,753	
E.	ASSESSED VALUE ORIGINAL DISTRICT		0	
	LEVY RATE ORIGINAL DISTRICT		0.000000	
	ASSESSED VALUE ANNEXED AREA		0	
F.	LEVY LIMITATION FOR ANNEXATION		0	
G.	LEVY LIMITATION WITH ANNEXATION (D+F)		0	
H.	AMOUNT REFUNDED OR TO BE REFUNDED		0.00	
I.	TOTAL LEVY CONTROLLED BY LEVY LIMITATION		624,753	
J.	AMOUNT REQUESTED BY TAXING DISTRICT			
K.	LESSER OF ITEMS I & J		624,753	

TO CALCULATE LEVY RATE

LEVY	624,753
AV	Preliminary Value →	295,032,358
RATE	2.117575
STATUTORY RATE (3.60 - Library =)	3.217849

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 18-77**

Meeting Date: November 19, 2018

AGENDA ITEM INFORMATION

SUBJECT: Vacuum Trailer Bid Award	Originator:	
	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: \$58,295.12	Other:	
SUMMARY STATEMENT: The bid for the vacuum trailer closed on Friday, November 9 th at 2pm, the submitted bid is included in the packet. There was only one bidder and it is the city's recommendation to award that bid to Ditch Witch West.		
RECOMMENDED ACTION: <i>Authorize the Mayor to accept the bid from Ditch Witch West and purchase the vacuum trailer and related equipment.</i>		

TAB — G



**CITY COUNCIL
AGENDA BILL
AB 18- 78**

Meeting Date: November 19, 2018

AGENDA ITEM INFORMATION

SUBJECT: 2019 Preliminary Budget Public Hearing	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST:	Other:	
SUMMARY STATEMENT: The city is required to have a public hearing regarding the preliminary budget. Anyone from the public is welcome to comment. A copy is provided upon request.		
RECOMMENDED ACTION: <i>Open the public hearing and allow the public to comment on the 2019 preliminary budget.</i>		

TAB — H

City of Long Beach Activities Report

October 2018

Wastewater Dept.

Call Outs - 2 (Water Leak Fish Alley & 14th st Lift Station Alarm.)

Meetings - 5 (PUD / G & O Engineers (SCADA) / G & O Engineers (new waste water plant) /
Contractors (10th n Project) / Shannon Calvert (Panels))

Safety Meetings - 1 (GHS Labeling & SDS Sheets.)

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

Samples – Daily Tests / Twice Weekly Testing (BODs , TSSs , and Fecals.)

Customer Service - 3 (Sarari RV (Questions) / Rosemont Terrace (Possible Spill)

Locates - 7 Emergency Locates – 2 (PUD)

Hauling Sludge - 0 Loads (None Due to Weather & Filling Digester.)

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

Lift Station Wash down - 2 Plant Wash Down - 2

Samples to Lab - 2 (Regular Digester / Ammonia.)

Pump / Blower Maint. – 2 (Greased / Belts / Filters / Tubing / Oil Change.)

Sink Hole Investigation - 0

Main Repairs - 0

Equipment Cleanup - 0

Headworks Debris Removal – 4 Decanting Digester – 13,000 Gallons North Tank.

Training -

Kris B Attended a 2 Day Pump Operation & Maint. Class.

Treatment Plant Numbers – 5.0 Million Gallons. (Approx. 161,000 Gal / Day)

Other Activities –

Generator Serviced, Oil & Coolant.

Influent Pump Repainted.

Grit Pump Reinstalled..

Tree Removal @ Red Sludge Site.

Trip to Westport Plant Tour.

Monthly Fire Extinguishers.

Design for Composting Plant Review & Changes.

Office Organization & Clean Up.

Collected Soil Samples for Both Sludge Sites.

Serviced Sludge Truck Pump.

Serviced Service Truck.

Set Posts for New Breakers Panel.

Hauling Sand New Compost Site.

City of Long Beach Activities Report

October 2018

Water Dept.

Call Outs - 1 (Water Leak Fish Alley.)

Meetings - 12 Staff / G&O Comp Plan / (3) Contractor pre con. / Naselle Rock / (6) Budget.

Safety Meetings - 1 (GHS Labeling & SDS Sheets.)

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called Locates / Ordered Parts / Billing New Services / Plan Checking / Budgets.

Customer Service - 4

Locates - 27

Emergency Locates – 2 (PUD City Hall & 65th.)

Re-reads - 16

Install New Meters - .1 (Sids Market Service Rebuild.)

Meter Reinstall – 2

New Service Investigations – 2

Valve Investigation - 0

New Service Prep – 1

Valve Can Raising - 0

Meter Removal – 2

Meter Repairs - 4

Hydrant Maint. - 0

Shut Off's - 7

Emergency Shut Offs – 1 (2nd st. s)

Turn On's - 2

Res. Checking - 2

Res. Maint. –2

Leak Repairs - 5 (2nd st nw / 11th st s / 30th / County Building / Bolstad .)

Leak Investigations. - 5

Equipment Cleanup - 7

System Samples - Weekly entire system.

Samples to Lab - 2

Training -

Larry K

Matt M

Signed Up to Take Their WDM 1 Tests.

Treatment Plant Numbers - 12,264,00 Million Gallons.

Other Activities –

Reading Meters. (Seaview.)

Flushing Services (1) Due to summer flushing.

Installing Remote Read Meters.

Festival Meeting (Holidays at Beach.)

Installing Drainage Hwy 103.

County Ditch Project Markers.

Patching Road Cuts.

Cutting Trees Dolman Road.

Vac Trailer Demo.

GIS Mapping Services.

14th st s Brush Removal. (Mayor's Project)

Shadow County Sign Project (Sandridge Rd. , 30th st, Sid Snyder, Pioneer Rd.)

Shop Yard Drainage.

Graveled ROW (Omans Lumber.)

Westport Trip.

Budget.

Fire Prevention.

Shop Cleanup.

Mowing & Drainage & Building Maint. Dolman Reservoir.

Hauling Sand.

Parks - Streets - Storm Water Oct Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack Blowing of sidewalks and brick parks

Boardwalk and dune trail Maintenance

Thursdays

Mowing the mini parks and ball fields

Daily

Restroom maintenance

Garbage maintenance

Festivals / Events /set up and tear down

Soccer

Training

Kirby Kitzman and Fitzgerald attended the road and street conference in Yakima.

- 1 Pulled the farmers market tent down for winter
2. Installing Thermo plastic stop bars and crosswalks
3. Installed a catch basin on 3rd sw
- 4 .Pulled the events banners down for winter

5. Cleaned out the open ditches on 3rd 6th and pioneer
6. Paved the bad spots on discovery from 17th so to beards hollow
7. Installed a no outlet sign at 7th ne
8. Put out the Fall fertilizer on the downtown parks
9. Put out cold patch
10. Cut the trees back on the 17th sw walking trail
11. Winterized the Boardwalk Planters and parks
12. Installed the new budgeted 25hp pump at are 12th street storm water station.
- 13 fixed the burnt out street lights at 3rd south 9th south and 1 on Sid Synder dr
14. Installed the 10ft tree ring on the discovery trail put tarp over till dedication.
- !5. Cutting trees back on the discovery trail

Save
the
Date

Fiber Festival

@

Chautauqua Lodge
Long Beach, WA

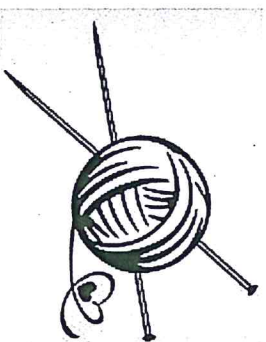
November 8th, 9th, & 10th, 2019

Deadline to Register:

October 15th, 2019

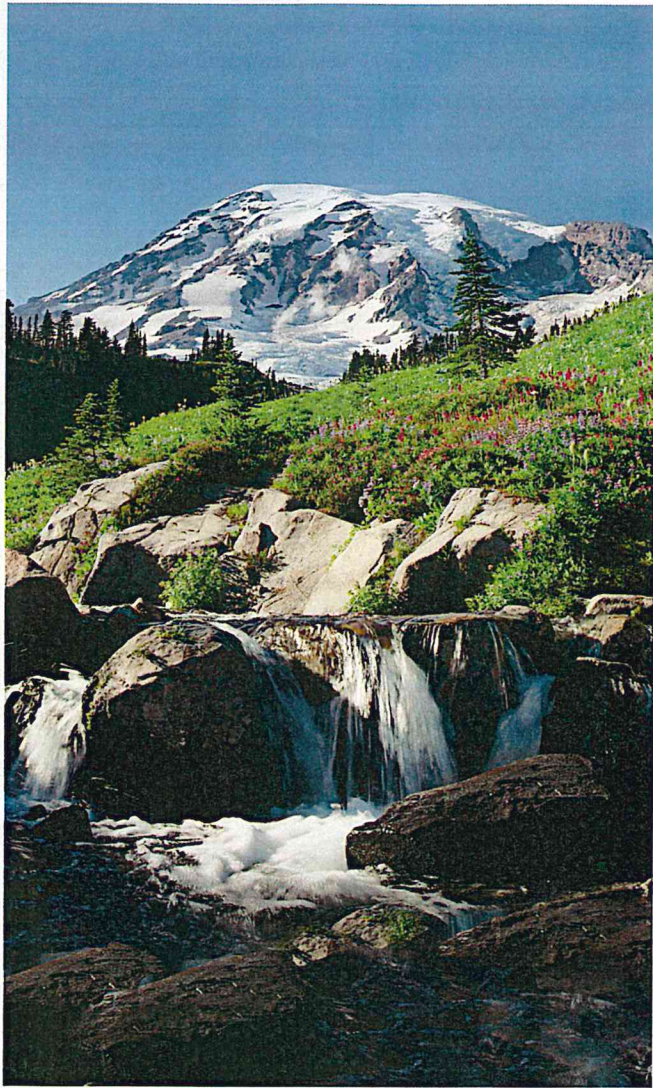
Cost (including license &
fees): \$35

Vendors: Use the hashtag
#Fiberista for a special
discounted rate



For more info contact Ragan Myers at 360.642.4421 ext 31
or rmyers@longbeachwa.gov

washington *The State™*



Washington State is known for its coffee, software companies, airplanes and music scene, but it's home to so much more.

Located in the northwestern corner of the United States, this state offers dramatically diverse landscapes, enchanting islands, active volcanos, dazzling skylines, authentic tribal experiences and mystical rain forests.

Washington has it all from world class vineyards in high-desert regions of eastern Washington, to the only temperate rainforest in the lower 48 states on the Olympic Peninsula.

No other state offers a richness of experience like Washington. Kayak in Orca whale territory in the San Juan Islands, dine 500 feet above the city of Seattle, stroll along our rugged coastline and hike with elk surrounded by ancient trees that wear lush beards of emerald green moss.

Let your imagination soar in Washington state creating memories that will last a lifetime.

The NTA delegates of Washington State humbly invite you to our home. Come share the magic with us!

Twelve Days Exploring Washington State:

***Seattle
Lynnwood & Snohomish
San Juan Islands
Tacoma
Olympia
Long Beach
Tri-Cities
Spokane***

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Detailed Itinerary:

Day One: Arrival

Arrival at the Red Lion Hotel Seattle Airport. The Red Lion Hotel Seattle Airport is conveniently located on International Boulevard Red Lion Sea-Tac, with restaurant, espresso, late night karaoke! If you are in need of motor coach transportation, Starline Luxury Coaches is a great option!



Day Two: Seattle

Want to tour Seattle by land and water? Ride the Ducks of Seattle will engage and inform you with humor, fun facts, funky music and an incredibly wacky tour guide on this amphibious one of kind experience! Voted BEST CITY TOUR OF SEATTLE for 10 years! You'll see the Space Needle, Seattle's Waterfront, Pioneer Square, Pike Place Market and then splash into Lake Union for a wonderful view of the Seattle skyline. Tours available year round!



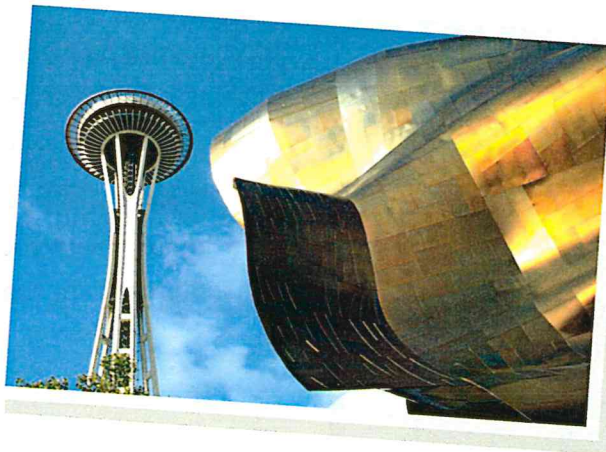
After your Duck tour, you'll be steps away from Seattle Center, home of the Space Needle, and some of the city's top attractions. From the Observation Deck viewfinders provide opportunities to see the Olympic Mountains, Lake Union and even Mount Rainier up close. Next don't miss the Chihuly Garden and Glass, a museum featuring the work of Washington's own Dale Chihuly, internationally renowned glass artist.

Other favorites include Seattle Children's Museum and MoPOP (Museum of Pop Culture), a colorful building with interactive exhibits about music and pop culture.

The museum features a ceiling-high sculpture of guitars, a fantasy exhibit with a dragon, and the Sound Lab, where guests can play musical instruments.

Photo Credit: Tim Thompson

Need help organizing this tour? Contact Falcon's Crest Inc, a local Pacific Northwest receptive operator!



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Detailed Itinerary:

Day Two: Seattle

Depart the Seattle Center with a ride back into downtown on the Seattle Center Monorail. The trip takes two minutes and is a fun and uniquely Seattle experience. Our visitors love the downtown waterfront, where views and fun sights are found on every pier.



Pike Place Market, is a perfect place to experience the sights and smells of Seattle. The historic market is packed with colorful flower, food, and craft stalls. Exploring the many shops in the market and enjoying the music from street performers can take hours. There's also a seafood vendor that throws fish through the air, a giant piggybank named Rachel, and Beecher's Cheese, where people can watch cheese being made through the window as well as the original Starbucks location.

The Museum of Flight is the largest independent, non-profit air and space museum in the world! With five buildings and over 175 aircraft and spacecraft, thousands of artifacts, dozens of exhibits and experiences, plus an archive that rivals the National Air and Space Museum, the Museum and its people bring mankind's incredible history of flight to life. The Museum of Flight is one of the top destinations in Seattle, and offers a range of experiences for groups including: one-hour docent-led tours, behind the scene tours of the NASA Shuttle Trainer, 3D cinematic experiences about space exploration and more.



A variety of overnight options abound in the Seattle area: The Alexis, The Thompson, The Historic Edgewater Hotel just to name a few - go to Visit Seattle for more lodging options in the city.

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Detailed Itinerary:

Day Three: Lynnwood

Just a few miles north of Seattle is Lynnwood, home to Heritage Park—visit the Wicker's Museum, a full-restored Interurban Trolley Car, and Northwest Veterans Museum. Thirsty? Try Temple Distilling for gin and limoncello!



Snohomish

Further north visit Paine field in Everett. The Museum of Flight Restoration Center restoration of 1920 thru 1960 vintage aircraft. At the Future of Flight be inspired as you view the aviation industry progressing literally right before your eyes at the site of Boeing 747, 757, 767 & 787 production line. The Flying Heritage and Combat Armor Museum offers a rare private collection of WWII era aircraft, tanks, combat armor and displayed alongside multimedia exhibits like "Why War?" The Causes of Conflict.



Visit the four diamond Tulalip Resort Casino for some gaming or visit their incredible Hibulb Cultural Center to take a step back in time. Also visit the Seattle Premium Outlets, featuring an upscale collection of over 130 designer names.

Overnight at Tulalip Resort and enjoy any of their eight amazing restaurants or indulge in a native inspired spa ritual at the T-Spa!

Day Four, Five & Six: San Juan Islands

San Juan Cruises is your home for the next three days! Enjoy the pristine waters and narrow passageways of the San Juan Islands and enjoy 2 nights in the towns of Friday Harbor or Rosario Resort. Your private tour aboard the 80' Chinook includes a delicious Dungeness Crab feast and most other meals, a stop in historic Roche Harbor, a nature walk and picnic on the beach of Sucia Island State Park, time to explore and shop in the town of Friday Harbor, whale watching & wildlife viewing in the San Juan Archipelago, and deluxe accommodations.



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Detailed Itinerary:

Day Seven: Tacoma

Traveling south you'll visit the amazing "City of Destiny" - Tacoma! Cross the Bridge of Glass and enjoy lunch at Choripan by Asado before you enter the Museum of Glass. Nearby is also the Washington State History Museum, Tacoma Art Museum and the LeMay Car Museum. So much to see and do! Have a fabulous dinner at The Swiss where more gorgeous Chihuly Art is on display! Overnight at the spectacular Hotel Murano which features a different glass artist on every floor!



Today you'll venture out of the city to Northwest Trek and Wild Life Park. You'll ride a naturalist guided tram tour through the free-roaming area of the park before you have time to wander through predators, birds of prey and the wetlands exhibit. Have lunch at the park before heading up mountain to the Mt. Rainier Scenic Rail road and Logging Museum! Step back in time and enjoy a steam train ride through lush forests and learn about the logging industry.



Heading south to Olympia, Washington State's capital city, a wonderful dinner and brewery tour awaits at the award-winning Fish Brewing Company. Overnight at the historic Governor Hotel, A Coast Hotel, where a complimentary breakfast buffet is prepared fresh each morning.



Day Eight: Olympia

After breakfast experience a coffee cupping and tour at Batdorf & Bronson Coffee Roasters. Then, visit Tumwater Falls, for a half-mile walk highlighted by cascading falls, reflecting pools and massive rocks. Later in the day, enjoy a boxed lunch and hand-crafted lavender lemonade as you take in the sights and smells of the Evergreen Valley Lavender Farm.



For more ideas visit Experience Olympia.

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Detailed Itinerary:

Day Nine: Long Beach

Welcome to Long Beach with 28 miles of pristine beach and the historic village of Oysterville! At Oysterville Sea Farms you'll learn about Oyster Farming in Willapa Bay. View an oyster shucking demonstration with oyster shooters. Enjoy the charming downtown area on your own and overnight in beachfront accommodations at the Adrift Hotel. Dinner at the hotel with a fantastic beach view in the Pickled Fish is the perfect end to the day!



Day Ten: Long Beach and Yakima

Breakfast at the hotel and then learn about many facets of the cranberry - from bog preparation to marketing by visiting the Cranberry Museum. Enjoy a whimsical picnic pail boxed lunch from the Cottage Bakery en route to Yakima! For more ideas visit Long Beach Packaged Travel.

Traveling east over the White Pass Scenic Byway you'll enjoy majestic mountain vistas and then

begin dropping down into the birthplace of Washington's wine industry - the Yakima Valley. Taste wine by horseback at CherryWood Bed Breakfast and Barn. Get your hands on some Chukar Cherries chocolate to pair with your wine from 14 Hands Winery, then end your stay at the Comfort Suites, in Yakima.



Day Eleven: Tri-Cities

Upon arrival in the Tri-Cities, experience the B Reactor National Historic Landmark, the world's first production-scale nuclear reactor. Located within the Manhattan Project National Historical Park. Grab a bite of farm to table goodness at Fiction at the J. Bookwalter Winery before visiting the REACH Museum. End the day with a relaxing cruise on board the M/Y Chrysalis and enjoy a four-course dinner with a spectacular Tri-Cities sunset.

For more ideas and overnight suggestions: Contact Visit Tri-Cities,

WASHINGTON



washington The State™

Detailed Itinerary:

Day Twelve: Spokane

Heading east you'll find that nature and city life mingle perfectly in Spokane. In Green Bluff, home to fresh picked fun... enjoy fruit you pick directly from the trees and watch farmers in action.



While you're there, sip cider, mead and wine made from locally grown fruit. Hike through the majestic ruggedness of Mt. Spokane State Park.

Step back in time at Frank's Diner, a 1906 railroad car serving comfort food for over 100 years.



Amid the charm and bustle of urban downtown Spokane you'll find the Spokane River gorge.

The SkyRide at Riverfront Park offers a breathtaking journey over the Spokane Falls, which roars with power. Enjoy pathways of color in the Duncan Gardens at Manito Park.



Enjoy a farewell dinner at Anthony's with spectacular views of Spokane Falls. Stay at the historic Davenport Hotel. The next morning bid a fond farewell to the Evergreen State taking with you many lasting memories of this incredible destination.

For more ideas and fun see Visit Spokane.



WASHINGTON

Testimonials

Oct 19, 2018 | Long Beach Package Travel Blog



We love our area and we love sharing it with groups! Welcoming groups and promoting the area is our passion, but don't just take our word for it.



October 26, 2018

Ragan, first I want to thank you for your help with our Rally. We ended up with 20 Railtas that came and left at different times, so our venue was the perfect size for us all getting

to know each other. We took your suggestion of lining up backing in—what a great picture. A few were still out shopping and missed this group photo. It poured during our dinner but we blocked the wind with Rialtas. We did our

caravan to Oysterville also. It was so nice meeting you, and thanks again for your help making the Rally a huge success. Linda Moren

October 19, 2018

Hello! I had a wonderful time this summer visiting Long Beach. Ragan is a wonderful hostess and goes out of her way to help visitors and groups coming to visit. The write up is correct, She is an INVALUABLE resource for both her city and her region and her enthusiasm is contagious.

Romy Napolitano

September 28, 2018

Ragan,

I believe you are the most active destination rep I have ever seen! I am learning so much about your area just by reading your FB posts!

Melinda Strickland, CSTP

Unique Travels & Tours, Inc.



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503-372-6355 phone
503-372-6323 fax
503-225-9995 Operations/24 hours

September 14, 2018

Ragan Myers
Tourism and Events Coordinator
Long Beach Packaged Travel
City of Long Beach, WA

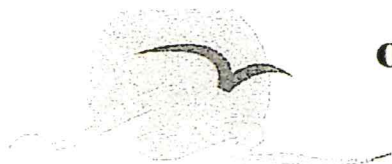
Dear Ragan,

Thank you so much for the help you have given us through the past year. The familiarization tour we ran last year was very successful and since then, we have advertised and sold Long Beach two more times to groups. With so much to offer, you are most fortunate! This year you have offered us some new ideas that are even more fun and exciting and we hope to put them into our itineraries for the coming year. Congratulations!

You have done an amazing job – keep up the good work!

Sincerely,

Cynthia Billette CTP
President
Columbia Crossroads/Destinations International
Beaverton, OR

**Ocean Park Area Chamber of Commerce****1715 Bay Avenue****P.O. Box 403****Ocean Park, WA 98640****Surfside * Nahcotta * Oysterville
Ocean Park * Klipsan Beach**

September 14, 2018

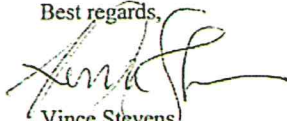
Mr. Jerry Phillips, Mayor
City of Long Beach
PO Box 310
Long Beach, WA 98631

Dear Jerry:

The Ocean Park Area Chamber of Commerce would like to take this opportunity to express our genuine appreciation for the hard work Ragan Meyers continues to do for our communities.

She is always so enthusiastic about promoting the area and she is ever ready and willing to partner or help the Ocean Park Area Chamber with our ideas and projects. She is an outstanding liaison for the City of Long Beach and we always look forward to Ragan sharing updates, and news at our meetings.

Best regards,


Vince Stevens
President

VS:ks

Cc: Long Beach City Council



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November 15, 2018

To Whom It May Concern:

Two years ago, I was invited to participate in the Spotlight on the Northwest held in Seattle in early September. I also took advantage of the FAM (Familiarization) trip that preceded the conference. I have been working in the student travel market primarily, but our company has given me the okay to move into the adult market as well. This trip to the Portland to Seattle area was a great introduction to an area I knew nothing about.

We started in Portland and spent our first night in Long Beach, hosted by Ragan Myers of Long Beach Packaged Travel Program. I have never met a more dedicated and energetic destination representative in my 15 years as a tour planner! (I know many across the nation, and this is a very honest and sincere statement.) She introduced the FAM group to so many unique opportunities in the Long Beach area. As a result, I came home and immediately started working on an itinerary for an adult group that was planning to travel in 2018. Their trip was postponed to 2019, so I am now updating their itinerary.

However, I've encountered a problem. Through these two years of following Ragan's Facebook posts about the Long Beach area, I have too much I want to include from your area in the group's trip! The group wants to go all the way to Seattle, but I want to stay in the Long Beach area so they can experience Long Beach, Ragan-style! My hope is that we use this trip as an introduction and can come back again several years later.

Ragan has shared that her funding is being curtailed. I cannot imagine putting together a Long Beach-area excursion without her expertise and enthusiasm! It is contagious, and I know our travelers would love her and your area. Without her, I would not be bringing a group to Long Beach.

I am only one of the travel professionals that were in awe of Ragan's excitement about her hometown and the surrounding area. It usually takes 3-5 years to get one group interested in a new destination; because of Ragan's influence and continued help, we are planning to come in September of 2019.

I can truthfully say that no other small destination in the United States has piqued my interest like Long Beach, and that is only because of Ragan Myers. It is my hope that she will have the opportunity to continue as the face and advocate for Long Beach that she has worked so hard to be.

Respectfully submitted,

Melinda Strickland

Melinda Strickland

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