



## AGENDA – Monday, August 19, 2019

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.

### CONSENT AGENDA – TAB A

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

- Minutes, August 5, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 58804-58846 & 85609-85661 for \$302,012.35

### CHILDHOOD CANCER AWARENESS PROCLAMATION – TAB B

#### BUSINESS

- AB 19-63 – RCO Grant Agreement for Culbertson Park – TAB C
- AB 19-64 – Intergovernmental Agreement with Pacific County – TAB D
- AB 19-65 – TIB Application Washington Ave South – TAB E

### DEPARTMENT HEAD ORAL REPORTS

#### CORRESPONDENCE AND WRITTEN REPORTS – TAB F

- Police Chief's Report for July 2019
- Wastewater Department Report for July 2019
- Water Department Report for July 2019
- Parks, Streets and Stormwater Report for July 2019

### FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
September 3, 2019, September 16, 2019 & October 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

## LONG BEACH CITY COUNCIL MEETING

August 5, 2019

### 6:30 COUNCIL WORKSHOP

C. McGuire, C. Kemmer, C. Linhart, C. Murray, and C. Kline were all present.

WS 19-21- Zoning Code Amendments

- Ariel Smith, Community Development Director, presented the workshop bill.
- Discussion on possible code amendments, gathering input from staff and Council.

Suggested amendments

Criteria for fencing material in all zones

Minimum age of manufactured homes -3 years

Long-term rental requirements

Loading Zone near 101 Pacific Ave S – World’s End Public House

Receive feedback from the list that was distributed at the last workshop.

- **No decisions or motions were made at this time.**
- The Mayor adjourned the workshop at 6:54 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. Kemmer, C. McGuire, C. Linhart, C. Kline, and C. Murry all present.

### PUBLIC COMMENT

No comments

### CONSENT AGENDA

Minutes, July 15, 2019 City Council Meeting and June 19, 2019 Special Meeting Minutes

Payment Approval List for Warrant Registers 58776-58803 & 85503-85608 for \$1,250,976.52

**C. Linhart made the motion to approve the Consent Agenda. C. Murry seconded the motion; 5 Ayes, motion passed.**

### BUSINESS

#### AB 19-56– SUP – 2019-07 – Stan Griffith

Ariel Smith, Community Development Director, presented the Agenda Bill. Stan Griffin requests a Special Use Permit to operate a paid parking lot and food cart for September 4<sup>th</sup> through September 9<sup>th</sup>. The application proposes to bring in a travel trailer for a parking booth, port-o-potties and offer food to

customers. They wish to operate between the hours of 6am and midnight starting on Friday and ending on Sunday. Proposed conditions:

1. Keep and leave the site clean.
2. Restrooms and trash receptacles must be provided
3. A city business license must be obtained prior to operation.
4. Pacific County Department of Health inspection must occur prior to operation.

**C. Murry made the motion to approve SUP 2019-07 to operate a paid parking lot only on 9/4-9/9 2019. C. McGuire seconded the motion; 5 Ayes; 1 Nay (C. Cline), motion passed.**

**AB 19-57– Change Order Number 1 – Biosolids Plant**

David Glasson, City Administrator, presented the Agenda Bill. Once the contractors arrived at the job site, they determined that there was too much preload material. This change order was necessary to begin construction.

**C. Linhart made the motion to authorize staff to sign the change order. C. Murry seconded the motion; 5 Ayes, motion passed.**

**AB 19-58– Asbestos Abatement Award**

David Glasson, City Administrator, presented the Agenda Bill. The bid for asbestos abatement at 1315 Pacific Ave South closed on Friday, June 7<sup>th</sup>. There was only one bidder who is registered on our Small Works Roster. This building has gone through various stages of the code enforcement process and is now at the point where the city is ready to intervene and demolish. This project went back out to bid at the direction of the Council and there were no other bidders. 3Kings is willing to honor their original bid amount.

**C. Linhart made the motion to accept bid and award the project to 3Kings. C. McGuire seconded the motion; 5 Ayes, motion passed.**

**AB 19-59– Stormwater Project Bid Award**

David Glasson, City Administrator, presented the Agenda Bill. A sink hole has developed in this area and in order to fix it the drain pipe must be replaced. The bids are for removal of old pipe, new pipe installation, tie new pipe to stormwater manhole, backfill with rock and clean site. Three bids were received and attached to the agenda bill.

**C. Murry made the motion to accept the bid and award the project to Lindstrom and Son Construction. C. Linhart seconded the motion; 5 Ayes, motion passed.**

**AB 19-60– Resurfacing Bid for Culbertson Park**

Ariel Smith, Community Development Director, presented the Agenda Bill. RCO awarded the City a youth athletic facility grant; resurfacing both the tennis and basketball court and adding pickleball lines is a part of that grant money. The city sent out a notice to the Small Works Roster and received only one bid – from Beynon. In the grant application we allotted \$34,000 to this portion of the project, therefore this bid is well under that original amount.

**C. Linhart made the motion to accept the bid and award the project to Beynon. C. Murry seconded the motion; 5 Ayes, motion passed.**

**AB 19-61– Change Order Number 2 – Biosolids Plant**

David Glasson, City Administrator, presented the Agenda Bill. Due to manufacturers requirements the west wall of the solids handling building had to be extended: \$42,075.93. Demo of the old lab building: \$3,289.31. Additional concrete ramps and walls on the wood chip storage building and compost tunnels; this will improve the durability and longevity of the surface: \$40,007.90.

**C. Murry made the motion to authorize staff to sign the change order. C. McGuire seconded the motion; 5 Ayes, motion passed.**

**AB 19-62– Ordinance 972 Ballot Measure for Firetruck**

David Glasson, City Administrator, presented the Agenda Bill. This was discussed during the workshop on July 15<sup>th</sup>. The Council wanted to move forward with adding this item to the general election on November 5<sup>th</sup>. The amount of the bond is \$600,000.

**C. Linhart made the motion to approve Ordinance 972, authorizing the Mayor to sign and the City Clerk to execute the certificate. C. McGuire seconded the motion; 5 Ayes, motion passed.**

**DEPARTMENT HEAD ORAL REPORTS**

**CORRESPONDENCE AND WRITTEN REPORTS**

- Sales Tax Collections
- Lodging Tax Collections
- Thank You Letter
- Notice of Liquor License Application
- TBD Collections

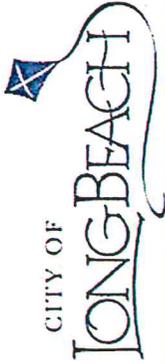
**ADJOURNMENT**

The Mayor adjourned the meeting at 7:25 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# Warrant Register

Check Periods: 2019 August - 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.

Member Number	Council Member	Council Member	Clerk/Treasurer	Print Date	Creating Date	Amount
58804	Bell, Helen S			8/5/2019		\$303.05
58805	Binion, Jacob			8/5/2019		\$1,753.46
58806	Booi, Kristopher A			8/5/2019		\$1,846.69
58807	Cline, Kevin M			8/5/2019		\$266.19
58808	Cox, Mallory E			8/5/2019		\$551.69
58809	Eastham, Miranda L			8/5/2019		\$1,480.12
58810	Gilbertson, Bradley K			8/5/2019		\$1,535.78
58811	Goulier, John R.			8/5/2019		\$1,908.34
58812	Huff, Timothy M.			8/5/2019		\$1,750.47
58813	Kaino, Kris			8/5/2019		\$1,012.96
58814	Kemmer, Holli L			8/5/2019		\$266.19
58815	Kemmer, Larry L			8/5/2019		\$1,495.68
58816	Luethe, Paul J			8/5/2019		\$1,861.16
58817	McGuire, Tina M			8/5/2019		\$266.19
58818	Miller, Matt W			8/5/2019		\$1,518.93
58819	Mortenson, Tim			8/5/2019		\$1,867.22
58820	Murry, Del R			8/5/2019		\$266.19
58821	Padgett, Timothy J			8/5/2019		\$1,628.49
58822	Persell, Whitney J			8/5/2019		\$1,105.32
58823	Quitner, Jonathan H			8/5/2019		\$1,010.71
58824	Warner, Ralph D.			8/5/2019		\$967.88
58825	Williams, David L			8/5/2019		\$368.29
58826	Wood, Matthew T			8/5/2019		\$1,571.85
58827	Wright, Flint R			8/5/2019		\$2,813.41
58828	Zuern, Donald D.			8/5/2019		\$2,269.67
58829	Caldwell, Tye J			8/5/2019		\$178.21
58830	AFLAC			8/5/2019		\$481.57
58831	Association of VVA Cities			8/5/2019		\$30,961.19
58832	City of Long Beach - Fica			8/5/2019		\$13,729.28

Number	Name	Print Date	Clearing Date	Amount
58833	City of Long Beach - FWH	8/5/2019		\$8,587.66
58834	Council Gift Fund	8/5/2019		\$60.00
58835	Dept of Labor & Industries	8/5/2019		\$2,436.70
58836	Dept of Retirement Systems	8/5/2019		\$15,630.01
58837	Dept of Retirement Systems Def Comp	8/5/2019		\$3,191.50
58838	Discovery Benefits Inc.	8/5/2019		\$250.00
58839	Employment Security Dept	8/5/2019		\$228.38
58840	Massmutual Retirement Services	8/5/2019		\$675.00
58841	Teamsters Local #58	8/5/2019		\$178.50
58842	Association of WA Cities	7/19/2019		\$28,648.76
58843	City of Long Beach - Fica	8/5/2019		\$35.58
58844	City of Long Beach - FWH	8/5/2019		\$27.91
58845	Dept of Retirement Systems	8/5/2019		\$37.45
58846	Employment Security Dept	8/5/2019		\$0.59
85609	Wex Bank	8/7/2019		\$2,000.00
85610	Booi, Kris	8/8/2019		\$191.28
85611	Cloud 9 Sports	8/8/2019		\$3,000.00
85612	Pacific County Auditor	8/8/2019		\$39.00
85613	Glasson, David	8/8/2019		\$595.08
85614	Airgas USA LLC	8/16/2019		\$53.12
85615	AlSCO-American Linen Div.	8/16/2019		\$574.68
85616	Astoria Janitor & Paper Supply	8/16/2019		\$2,129.08
85617	Bayside Audiology	8/16/2019		\$625.00
85618	Box-K Auto Repair Inc	8/16/2019		\$152.49
85619	BSK Associates	8/16/2019		\$1,140.00
85620	Cartomation, Inc	8/16/2019		\$1,000.00
85621	Cascade Columbia Distribution CO	8/16/2019		\$297.92
85622	Cashmere Valley Bank	8/16/2019		\$4,854.56
85623	CenturyLink	8/16/2019		\$1,597.60
85624	Chief Supply Corporation	8/16/2019		\$170.04
85625	Chinook Observer	8/16/2019		\$257.86
85626	Creative Community Solutions, Inc.	8/16/2019		\$7,250.00
85627	Dennis Company	8/16/2019		\$802.87
85628	Ellyson, Sue	8/16/2019		\$62.64
85629	Englund Marine Supply	8/16/2019		\$2,535.21
85630	Eradipest LLC	8/16/2019		\$250.00
85631	Evergreen Rural Water of WA	8/16/2019		\$225.00
85632	Evergreen Septic Inc	8/16/2019		\$3,739.00
85633	FKC Co., Ltd.	8/16/2019		\$5,000.00
85634	Francoeur, Justin	8/16/2019		\$200.00
85635	Galls, LLC	8/16/2019		\$12.39
85636	Giants in the Trees	8/16/2019		\$2,500.00
85637	Goulter, Allen J III	8/16/2019		\$1,300.00
85638	H. D. FOWLER	8/16/2019		\$6,466.45
85639	Hach Company	8/16/2019		\$615.24
85640	L.N. Curtis & Sons	8/16/2019		\$58.81

Number	Vendor	Print Date	Clearing Date	Amount
85641	MAC TOOLS	8/16/2019		\$118.90
85642	MANSFIELD ALARM CO, INC	8/16/2019		\$103.97
85643	McGuire, Tina	8/16/2019		\$406.76
85644	Naselle Rock & Asphalt	8/16/2019		\$1,307.64
85645	Neofunds	8/16/2019		\$500.00
85646	Ohana Media Group	8/16/2019		\$200.00
85647	Olympic Region Clean Air Agency	8/16/2019		\$528.00
85648	Oman & Son Builders	8/16/2019		\$372.76
85649	Penoyar, Joel	8/16/2019		\$2,000.00
85650	Quill Corporation	8/16/2019		\$479.62
85651	Sid's Iga	8/16/2019		\$27.11
85652	Solutions Yes	8/16/2019		\$191.73
85653	Tangly Cottage Garden	8/16/2019		\$1,126.94
85654	Tapani, Inc	8/16/2019		\$95,403.48
85655	Total Battery & Auto	8/16/2019		\$159.45
85656	Visa	8/16/2019		\$3,672.80
85657	Ward, Catherine	8/16/2019		\$135.00
85658	Western Display Fireworks	8/16/2019		\$4,500.00
85659	Wilcox & Flegel Oil Co.	8/16/2019		\$921.42
85660	World Kite Museum	8/16/2019		\$1,625.00
85661	Zero Waste USA	8/16/2019		\$1,512.23
	<b>Total</b>		<b>Check</b>	<b>\$302,012.35</b>
	<b>Grand Total</b>			<b>\$302,012.35</b>

TAB - B

# Proclamation

## Childhood Cancer Awareness Month

*WHEREAS*, pediatric cancer is the leading cause of death by disease in children; and

*WHEREAS*, 1 in 285 children in the United States will be diagnosed by their 20<sup>th</sup> birthday; and

*WHEREAS*, 80% of childhood cancer cases are diagnosed only after the disease has metastasized and spread to other areas of the body; and

*WHEREAS*, two-thirds of childhood cancer patients will have long-lasting chronic conditions as a result of the treatments they go through; and

*WHEREAS*, there has been a 24% increase in pediatric cancer cases over the last 40 years, equal to 43 children per day or 15,780 children a year diagnosed with cancer in the United States; and

*WHEREAS*, the National Cancer Institute recognized the unique research needs of childhood cancer and increased funding to conduct this research; and

*WHEREAS*, in the last 20 years, only four new drugs have been developed specifically to treat children with cancer; and

*WHEREAS*, researchers and healthcare professionals work diligently to dedicate their expertise to treat and cure children with cancer; and

*WHEREAS*, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure;

*NOW, THEREFORE*, I, Jerry Phillips, as Mayor of the City of Long Beach, Washington, do hereby proclaim September 2019 to be

### *Childhood Cancer Awareness Month*

in Long Beach, and I encourage all people in our city to join me in this special observance.

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Date

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Jerry Phillips, Mayor

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Attested by

TAB - C



**CITY COUNCIL  
AGENDA BILL  
AB 19-63  
Meeting Date: August 19, 2019**

**AGENDA ITEM INFORMATION**

<b>SUBJECT: Recreation Conservation Office Grant Award for Culbertson Park</b>	<i>Originator:</i>	
	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	
<b>COST: Award \$75,000</b>	Other:	
<p><b>SUMMARY STATEMENT:</b> The city submitted a YAF (Youth Athletic Facilities) small grant application in April of 2018. The city was notified on June of 2019 that we were awarded the full \$75,000 for improvements to Culbertson Park. The improvements include an ADA pathway from the North side of the park to the South side, resurfacing of basketball and tennis courts to include pickleball and ADA accessible dugouts. The city must accept the grant to receive the funds and needs Council approval to do so.</p>		
<p><b>RECOMMENDED ACTION: Authorize the Mayor to accept this grant award.</b></p>		

## Ariel Smith

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**From:** RCO MI Grant Agreement (RCO) <grantagreement@rco.wa.gov>  
**Sent:** Wednesday, August 7, 2019 2:03 PM  
**To:** Ariel Smith  
**Cc:** David Glasson; Austin, Marguerite (RCO); Calhoun, Rory (RCO)  
**Subject:** Culbertson Park Renovations , RCO #18-1921D  
**Attachments:** 18-1921 Long Beach Culbertson Park .pdf

August 7, 2019

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

RE: Culbertson Park Renovations , RCO #18-1921D

Dear Ariel Smith:

Congratulations on receiving a grant for the Culbertson Park Renovations project. The Recreation and Conservation Office (RCO) administers your grant. Attached is the project agreement that must be signed and returned to us before you may implement your project.

Your project agreement includes the agreement, standard terms and conditions, a milestone report of key deadlines, and an eligible scope activities report that describes allowable cost items for the project. Please read your project agreement carefully. RCO has modified its project agreement, which now only includes the provisions related to your specific project. Pay particular attention to the Project Funding and Federal Funding Information sections to determine if your award is subject to federal grant management and reporting requirements. Federal requirements apply if your grant award is from a federal source or if you or RCO uses it as match to a federal award. Also, review the Special Conditions section for any clauses that may be included in your agreement. Special conditions are additional requirements beyond what is in the standard terms and conditions.

The Authorizing Resolution/Application Authorization submitted with your grant application identifies the person(s) authorized to sign the agreement. After reviewing these materials, print two copies of the entire project agreement, have the appropriate person sign both, and return to RCO within 60 days. If the person signing the agreement is not identified in the authorization document, please provide a letter to RCO from your organization's executive officer confirming the name and title of the person designated as having signature authority.

Once signed, send both original agreements to PO Box 40917, Olympia, WA 98504-0917. RCO will sign both and return an original to you for your records. When you receive a signed project agreement, you can begin implementing your project.

It is extremely important that you complete your project on time to ensure the continuing success and credibility of the Youth Athletic Facilities Program. Timely use of your grant helps demonstrate effective use of funding to citizens and policymakers.

Lastly, we encourage you to contact the media about your project to help build public awareness of it and its benefits. Acknowledging grant funding helps increase the public's understanding of the value the funding provides to

communities. Please notify your RCO grants manager of any event celebrating your project's beginning or completion. We'd love to help you celebrate!

As always, staff is available to answer your questions. If you need assistance, please contact Rory Calhoun at (360) 902-3022, TDD (360) 902-1996, or [rory.calhoun@rco.wa.gov](mailto:rory.calhoun@rco.wa.gov).

Thank you again for helping make this valuable investment in Washington's great outdoors.

Sincerely,

*Marguerite Austin*

Marguerite Austin, Section Manager  
Recreation and Conservation Grants  
360.902.3016 (desk) or 360.867.8140 (mobile)



To change or add email addresses on this list, please email [Lanlailit.Nicolai@rco.wa.gov](mailto:Lanlailit.Nicolai@rco.wa.gov).

**Project Sponsor:** City of Long Beach

**Project Number:** 18-1921D

**Project Title:** Culbertson Park Renovations

**Approval Date:** 06/27/2019

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## **PARTIES OF THE AGREEMENT**

This Recreation and Conservation Office Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Long Beach (Sponsor, and primary Sponsor), PO Box 310, Long Beach, WA 98631, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Amendments and Agreement Section.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

## **PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## **DESCRIPTION OF PROJECT**

The city of Long Beach will use this grant to renovate park amenities at Culbertson Park. The scope of this project is to resurface the basketball and tennis courts, create pickleball courts, install new dugouts, and to upgrade pathways to meet ADA accessibility standards. The primary recreational opportunities provided by this grant are accessible walking pathways, basketball, tennis, and pickle ball.

## **PERIOD OF PERFORMANCE**

The period of performance begins on August 1, 2019 (project start date) and ends on December 31, 2021 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

## **STANDARD TERMS AND CONDITIONS INCORPORATED**

The Standard Terms and Conditions of the Agreement are hereby incorporated by reference as part of this Agreement.

## **LONG-TERM OBLIGATIONS**

For this development and renovation project, the sponsor's on-going obligations shall be for 20 years from the date of final reimbursement from RCO or the date RCO accepts the project as complete per the Project Agreement, whichever is later and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board.

**PROJECT FUNDING**

The total grant award provided for this project shall not exceed \$75,000.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	<u>Percentage</u>	<u>Dollar Amount</u>	<u>Source of Funding</u>
<b>RCFB - YAF - Small</b>	61.22%	\$75,000.00	State
<b>Project Sponsor</b>	38.78%	\$47,500.00	
<b>Total Project Cost</b>	100.00%	\$122,500.00	

**RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS**

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor’s application and the project summary and eligible scope activities under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

**AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of any of the terms or conditions of this Agreement will be effective unless provided in writing signed by all parties. Extensions of the period of performance and minor scope adjustments consented to in writing (including email) by the Sponsor need only be signed by RCO’s director or designee, unless otherwise provided for in another agreement a Sponsor has with the RCO. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so, and such signature shall be binding on the Sponsor if the representative/agent signing has been authorized to do so by Applicant Resolution/Authorization provided to the RCO and such Applicant Resolution/Authorization has not been withdrawn by the governing body in a subsequent resolution.

Any amendment to this Agreement, unless otherwise expressly stated, shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

**COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, and any applicable federal program and accounting rules effective as of the date of this Agreement, and with respect to any amendments to this Agreement, as of the effective date of that amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone.

For the purpose of this Agreement, WAC Title 286, RCFB policies, and shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Development Projects - Manual 4
- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Youth Athletic Facilities - Manual 17

**SPECIAL CONDITIONS**

None

**AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

**Sponsor Project Contact**

Ariel Smith  
Planner  
PO Box 310  
Long Beach, WA 98631  
asmith@longbeachwa.gov

**RCO Contact**

Rory Calhoun  
Natural Resources Building  
PO Box 40917  
Olympia, WA 98504-0917  
rory.calhoun@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

**ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

**EFFECTIVE DATE**

This Agreement, for project 18-1921, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RECREATION AND CONSERVATION OFFICE AGREEMENT. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

**City of Long Beach**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

**State of Washington Recreation and Conservation Office  
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board)**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kaleen Cottingham  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By:   
Assistant Attorney General

Date: 01/01/2019

Project Sponsor: City of Long Beach  
Project Title: Culbertson Park Renovations

Project Number: 18-1921D  
Approval Date: 06/27/2019

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

#### Project Metrics

##### Sites Improved

Project acres renovated: 0.45

#### Development Metrics

##### Worksite #1, Culbertson Park

##### Athletic Fields

##### Installation of athletic field amenities

Number of athletic field amenities: Dugouts

##### General Site Improvements

##### Develop circulation paths or access routes

Enter length of circulation paths and routes by surface type:

Asphalt 525

Lighting provided (yes/no): No

##### Sport Courts

##### Basketball court development

Number of basketball courts: 0 new, 1 renovated

Number of basketball courts with lighting: 0 new, 0 renovated

Surface types for basketball courts :

Impervious 1

Select the basketball court renovation elements: Add/upgrade court amenities, Replace surface

##### Pickleball development

Number of pickleball courts: 2 new, 0 renovated

Number of pickleball courts with lighting: 0 new, 0 renovated

Surface types for pickleball courts:

Impervious 2

Select the pickleball court renovation elements: Add/upgrade court amenities, Not applicable

##### Tennis court development

Number of tennis courts: 0 new, 1 renovated

Number of tennis courts with lighting: 0 new, 0 renovated

Surface types for tennis courts :

Impervious 1

Select the tennis court renovation elements: Replace surface

#### Cultural Resources

##### Cultural resources

#### Permits

##### Obtain permits

#### Architectural & Engineering

##### Architectural & Engineering (A&E)

**Project Sponsor:** City of Long Beach  
**Project Title:** Culbertson Park Renovations

**Project Number:** 18-1921D  
**Approval Date:** 06/27/2019

## Project Milestones

### PROJECT MILESTONE REPORT

Complete Milestone	Target Date	Comments/Description
Project Start	08/01/2019	
Design Initiated	08/31/2019	
Progress Report Due	01/31/2020	
Cultural Resources Complete	02/29/2020	Cultural Resources Review Complete: Adherence to RCO's Unanticipated Discovery Protocol required
60% Plans to RCO	02/29/2020	
Applied for Permits	04/30/2020	
All Bid Docs/Plans to RCO	05/31/2020	
Bid Awarded/Contractor Hired	06/30/2020	
Annual Project Billing Due	07/31/2020	
Progress Report Due	07/31/2020	
Construction Started	09/30/2020	
50% Construction Complete	10/31/2020	
RCO Interim Inspection	10/31/2020	
Progress Report Due	01/31/2021	
90% Construction Complete	03/31/2021	
Annual Project Billing Due	07/31/2021	
Construction Complete	07/31/2021	
Progress Report Due	07/31/2021	
RCO Final Inspection	09/30/2021	
Funding Acknowl Sign Posted	10/31/2021	
Final Billing Due	10/31/2021	
Final Report Due	11/30/2021	
Agreement End Date	12/31/2021	

Project Sponsor: City of Long Beach  
Project Title: Culbertson Park Renovations

Project Number: 18-1921D  
Approval Date: 06/27/2019

## Standard Terms and Conditions of the Recreation and Conservation Office

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## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This agreement reflects Standard Terms and Conditions as of 07/02/2019.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement or project agreement** – The document entitled “Recreation and Conservation Office Agreement” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the Recreation and Conservation Office Agreement, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Agreement subject to any limitations on their effect .

**applicable manual(s)** -- A manual designated in this Agreement to apply as terms of this Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

**applicable WAC(s)** -- Designated chapters or provisions of the Washington Administrative Code that are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for instances where the term “board” occurs.

**applicant** – Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds administered by RCO.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the “Application” in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**development project** – A project that results in the construction of, or work resulting in, new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

**director** – The chief executive officer of the Recreation and Conservation Office or that person's designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**long-term compliance period** – The period of time after the project end date or end of the period of performance (depending on the project types and grant program). During this period, the Sponsor has continuing obligations under the Agreement. This period may have a nonspecific end date (in perpetuity) or an expressly specified number of years.

**long-term obligations** – Sponsor's obligations after the project end date, as specified in the Agreement and applicable regulations and policies.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. This administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

**project area** - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. § 200.83 (2013) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**RCFB** – Recreation and Conservation Funding Board

**RCW** – Revised Code of Washington

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This

person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. § 200.92 (2013). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**useful service life** – Period during which an asset or property is expected to be useable for the purpose it was acquired, developed, renovated, and/or restored per this Agreement.

**WAC** – Washington Administrative Code.

## PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written consent of the RCO.

## RESPONSIBILITY FOR PROJECT

While RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is Sponsored by more than one entity, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO has no responsibility for reviewing, approving, overseeing or supervising design or construction of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO will act only to confirm at a general, lay, and nontechnical level, solely for the purpose of compliance and payment and not for safety or suitability, that the project has apparently been completed as per the Agreement.

## INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or the negligence of the Sponsor's agents, employees,

contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

This provision shall be included in any agreement between Sponsor and any contractors, subcontractor and vendor, of any tier.

The Sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable, in performance of the work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to the State, its agents, officers and employees pursuant to the Agreement. Provided, this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from the State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to the State, its agents, officers and employees by the Sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

#### **INDEPENDENT CAPACITY OF THE SPONSOR**

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **COMPLIANCE WITH APPLICABLE LAW**

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."

- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or

instruction may be a minor use of the grant supported recreation and conservation land or facility.

- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries .
1. **Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130).** If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Archaeological and Cultural Resources.** RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The Sponsor must assist RCO in compliance with Governor's Executive Order 05-05 or the National Historic Preservation Act before and after initiating ground-disturbing activity or construction, repair, installation, rehabilitation, renovation, or maintenance work on lands, natural resources, or structures. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the Sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- E. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.
- No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- F. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

## RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance.** The Sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment

under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.

- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

#### PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement .
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, which ever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
  2. On-site signs are in place (if applicable);
  3. A final project report is submitted to and accepted by RCO;
  4. Any other required documents and media are complete and submitted to RCO;
  5. A final reimbursement request is submitted to RCO;

6. The completed project has been accepted by RCO;
7. Final amendments have been processed;
8. Fiscal transactions are complete, and
9. RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

#### RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

#### COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  1. The Sponsor's matching resources;
  2. The project's total cost;
  3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  5. Capital expenses for similar acquisition and/or development and renovation; and/or
  6. Other purposes explicitly approved by RCO.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  1. Grant program laws, rules, and applicable manuals;
  2. Value of any service(s) furnished;
  3. Value of any opportunities furnished; and
  4. Prevailing range of public fees in the state for the activity involved.

## PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists the Sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
  2. Specify in the notice the date for submittal of bids/proposals;
  3. Specify in the notice the general procedure and criteria for selection; and
  4. Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  5. Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

## TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

## RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure has been executed, it will further stipulate and define the RCO's right to inspect and access lands acquired or developed with this funding assistance.

## STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

## PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

**B. Signs.**

1. During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
2. During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.

- C. Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

**PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS**

The following provisions shall be in force:

- A. Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement Entity and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified. Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.
1. Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure (such as landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in this Agreement and any applicable manual as of the effective date of this Agreement and determines the long-term compliance period unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

**LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS**

- A. Long-Term Obligations.** Sponsor shall comply with the terms of this Agreement.
- B. Perpetuity.** For acquisition, development, and restoration projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. RCO requires that the project area continue to function as intended after the period of performance in perpetuity.
- C. Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, renovated, and/ or restored pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, renovated, and/or restored with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policy or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is

subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon the terms of this Agreement, including without limitation all WACs and manuals deemed applicable and all applicable laws.

For acquisition projects that are expressly term limited in the Agreement, such as one involving a lease or a term-limited restoration, renovation or development project or easement, the restriction on conversion shall apply only for the length of the term, unless otherwise provided by this Agreement, any applicable manual or WAC, or any applicable state or federal law.

When a conversion has been determined to have occurred, the Sponsor is required to remedy the conversion per this Agreement and the applicable manuals, WACs and laws, and the RCO may pursue such remedies as the above allows.

## CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
  - 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  - 2. In a reasonably safe condition for the project's intended use;
  - 3. Throughout its estimated useful service life so as to prevent undue deterioration;
  - 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:
  - 1. Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
  - 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
  - 3. Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

## ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State law (constitution, statute);
- F. Washington Administrative Code;
- G. Applicable RCO manuals.

## LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate by writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

## WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

## APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO relies on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

## SPECIFIC PERFORMANCE

RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement and /or enforcement of long-term obligations. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

## TERMINATION AND SUSPENSION

The RCO will require strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

### A. For Cause.

1. The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a. If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b. If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c. If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
2. Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
3. RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

### B. For Convenience. Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

1. The Sponsor was not in default; or
2. Failure to perform was outside Sponsor's control, fault or negligence.

### C. Rights of Remedies of the RCO.

1. The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
2. In the event this Agreement is terminated by the director , after any portion of the grant amount has been paid to the Sponsor under this Agreement , the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent it would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

1. **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.

### DISPUTE HEARING

Except as may otherwise be provided in this Agreement , when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

### ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**END OF AGREEMENT**

This is the end of the agreement.

TAB - D



**CITY COUNCIL  
AGENDA BILL  
AB 19-64**

**Meeting Date: August 19, 2019**

<b>AGENDA ITEM INFORMATION</b>		
<b>SUBJECT:</b> <i>Intergovernmental Agreement with Pacific County for the Disbursement of MVFT</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
<b>COST:</b> \$33,200 in revenue to the City annually	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<p><b>SUMMARY STATEMENT:</b> The city receives funds from Pacific County on an annual basis; these funds are tied to streets project that occurred in the County. The number varies based on the project costs. This contract sets a certain amount that the city will receive annually. For budget purposes this agreement benefits both the County and the City.</p>		
<p><b>RECOMMENDED ACTION:</b> Authorize the Mayor to execute the agreement with Pacific County for the disbursement of MVFT.</p>		

## INTERGOVERNMENTAL AGREEMENT

Between  
PACIFIC COUNTY, WASHINGTON  
And The  
CITY OF LONG BEACH

This AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Long Beach, ("CITY"), a municipal corporation of the State of Washington, and Pacific County and its Department of Public Works ("COUNTY"), 211 North Commercial Street, Raymond, WA 98577.

**WHEREAS**, beginning in December, 1998, the COUNTY and CITY, along with the Pacific County Council of Governments were party to an interlocal agreement for the distribution of surface transportation block grant funds; AND

**WHEREAS**, terms and conditions of this interlocal agreement are no longer applicable and that interlocal agreement will terminate as of December 31, 2019, however the COUNTY recognizes the transportation needs of the CITY, AND

**WHEREAS**, distribution of Vehicle Fuel Tax to the CITY for highway purposes in accordance with all statutory rules and state constitutional regulations, including but not limited to RCW 82.80.070 and Article 11, section 40 of the State Constitution, is an allowable expense.

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

1. **PURPOSE**

Beginning January 1, 2020, funds will be distributed annually, in January, to the CITY based on the average the CITY has received via the previous PCOG agreement over the past 10 years (2010-2019). The annual amount payable each year in January is \$33,200.

2. **SCOPE OF WORK**

The CITY Agrees to the following:

Motor Vehicle Fuel Tax Funds received from the COUNTY will only be expended for eligible "highway purposes" in accordance with all statutory rules and state constitutional regulations, including but not limited to RCW 82.80.070 and Article II, Section 40 of the State Constitution. **Funds may only be spent on roads that have been formally adopted in the CITY'S Road Log.**

**The CITY shall maintain an accounting of expenses and the roads in which the activity occurred specific to these funds. The CITY shall provide an annual report of expenses to**

**the County Engineer no later than December 15<sup>th</sup>. Failure to do so may result in repayment of funds, and ineligibility for future funding.**

**3. EVALUATION AND MONITORING**

- A. The CITY shall maintain books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect the performance of this AGREEMENT. The CITY will retain all books, records, documents and other material relevant to this AGREEMENT for six (6) years after expiration of the AGREEMENT.
  
- B. The COUNTY or the State Auditor and any of their representatives shall have full access to and the right to examine during normal business hours and as often as the COUNTY or the State Auditor may deem necessary, those books, records, documents and other evidence retained by the CITY with respect to all matters covered in this AGREEMENT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this AGREEMENT. These rights shall last for six (6) years after expiration of the AGREEMENT, or from the date final payment hereunder is made, whichever is later.

**4. PUBLIC RECORDS ACT**

This AGREEMENT and all public records associated with this AGREEMENT shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the CITY are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the CITY agrees to make them promptly available to the COUNTY. If the CITY considers any portion of any record provided to the COUNTY under this AGREEMENT, whether in electronic or hard copy form, to be protected from disclosure under law, the CITY shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the CITY and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY's sole obligations shall be to notify the CITY (a) of the request and (b) of the date that such information will be released to the requester unless the CITY obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the CITY fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the CITY to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the CITY for releasing records not clearly identified by the CITY as confidential or proprietary. The COUNTY shall not be liable to the CITY for any records that the

COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

5. **EMPLOYMENT RELATIONSHIPS**

The CITY, its employees or agents performing under this AGREEMENT are not deemed to be employees of the COUNTY nor agents of the COUNTY in any manner whatsoever. No officer, employee or agent of the CITY will hold themselves out as, or claim to be, an officer, employee or agent of the COUNTY by reason hereof, nor will they make any claim, demand or application to or for any right or privilege applicable to an officer, employee or agent of the CITY.

6. **MUTUAL INDEMNITY**

To the extent of its comparative liability, each party agrees to indemnify, defend and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

7. **ENTIRE AGREEMENT**

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

8. **AGREEMENT MODIFICATIONS**

The COUNTY and the CITY may, from time to time, request changes in services being performed under this AGREEMENT. Any such changes that are mutually agreed upon shall be incorporated herein by written amendment to this AGREEMENT. It is mutually

agreed and understood that no alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by all the parties hereto, and that any oral understanding or agreements not incorporated herein shall not be binding. For example and without limitation, an amendment to this AGREEMENT must be approved in writing by the CITY and by the COUNTY prior to the COUNTY expending funds for the items covered within that amendment. Costs incurred by the COUNTY in contravention of this Paragraph are the sole responsibility of the COUNTY.

9. **AGREEMENT PERIOD**

The provisions of this AGREEMENT are to commence on the date executed and shall continue until December 31, 2024 unless earlier revoked by the COUNTY. The term shall automatically renew for an additional period of one year at the end of each calendar year thereafter for a one year term unless either party gives written notice of termination of the AGREEMENT to the other party at least 30 days prior to the end of the term. This notice requirement shall not limit either party's ability to terminate this agreement as per the conditions specified within Section 10.

10. **TERMINATION OF AGREEMENT**

The CITY and the COUNTY shall each retain the right to terminate this AGREEMENT at any time and for any reason by submitting written notice of its intention to the other party at least thirty (30) days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CITY has violated any of the provisions herein, or if the COUNTY deems the CITY'S performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this AGREEMENT, all finished and unfinished documents and work papers prepared by the CITY pursuant to this AGREEMENT shall, at the option of the COUNTY become its property, and the CITY will be paid for services performed up to the date of the AGREEMENT termination. Notwithstanding the above, the CITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the AGREEMENT by the CITY. The COUNTY may withhold any payment to the CITY for the purposes set forth until such time as the exact amount of damages due to the COUNTY from the CITY is determined.

Termination by an individual City of this AGREEMENT, or termination by the COUNTY as to an individual City, shall not terminate the AGREEMENT with respect to the other CITY.

11. **SPECIAL PROVISION**

The failure of the COUNTY to insist upon the strict performance of any provision of this AGREEMENT or to exercise any right based upon breach thereof or the acceptance of

any performance during such breach, shall not constitute a waiver of any right under this AGREEMENT.

Annual funding is dependent on the County receiving surface transportation project funds.

12. **SEVERABILITY**

In the event any provision, or any portion thereof, contained in this AGREEMENT is held to be unconstitutional, invalid or unenforceable, said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this AGREEMENT shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

13. **DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute hearing. The parties shall select a dispute resolution team to resolve the dispute. The team shall consist of a representative appointed by the COUNTY, a representative appointed by the CITY, and a third party mutually agreed upon by both parties. This team shall attempt, by majority vote, to resolve the dispute. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

14. **GOVERNING LAW AND VENUE**

This AGREEMENT shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The superior court of Pacific County, Washington shall be the venue for any suit between the parties arising out of this AGREEMENT.

15. **COSTS AND ATTORNEY FEES**

In the event legal action is brought with respect to this AGREEMENT the prevailing party shall be awarded its costs and attorney's fees in an amount to be determined by the Court as reasonable.



TAB - E



**CITY COUNCIL  
AGENDA BILL  
AB 19-65  
Meeting Date: August 19, 2019**

AGENDA ITEM INFORMATION		
<b>SUBJECT: TIB Grant application approval</b>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
<b>COST:</b> See attached cost breakdown	Water/Wastewater Supervisor	
	Tourism & Events Coordinator	
<b>SUMMARY STATEMENT:</b> Staff has been working with different funders to put together a complete package to fund the water line replacement, stormwater management and street reconstruction on Washington Ave S. TIB can award up to \$400,000 in grant money for projects like this. The match is only 5% but since the scale of the project is so large city staff is trying to combine major funding sources to make the project impact as minimal as possible to rate payers.		
<b>RECOMMENDED ACTION:</b> <i>Authorize the Mayor to sign the application.</i>		



# 2019 Small City Funding Application



Mail **ONE** signed application and required attachments to the TIB Office no later than **August 16, 2019**.

The mailing address for the TIB Office: Post Office Box 40901 ❖ Olympia WA 98504-0901

For assistance contact Chris Langhoff, TIB Project Engineer, at (360) 586-1157 or via email at ChrisL@tib.wa.gov

After mailing a hard copy, please email a copy of this workbook to Chris Langhoff at ChrisL@tib.wa.gov

Agency Name LONG BEACH

Legislative District(s) 19

Arterial Name WASHINGTON AVE

Project Limits 19th St. S. to Sid Snyder Dr.

Congressional District(s) 3

Length in Miles 0.47 miles

[Find Legislative or Congressional District](#)

Average Daily Traffic (ADT) Unknown

Agency Contact Ariel Smith

Phone Number 360-642-4421

Email Address asmith@longbeachwa.gov

## FEDERAL MATCH PROGRAM

Used as matching funds for a federal grants. Federal funds must be 86.5%.

Are you applying to be considered for the federal match program? NO

## PROJECT ELIGIBILITY

Eligible projects must meet the following criteria:

[See WAC 479-14-221 regarding eligibility](#)

- Paved streets that connect to other paved streets
- Provides circulation within the network or provide access to at least 20 residential units

## APPLICATION ATTACHMENTS

Include the following attachments with your application

- Detailed vicinity map clearly showing project limits indicating facilities served
- Detailed project cost estimate signed by a professional engineer registered in Washington State
- Typical roadway section(s) (please send digital copy through email also)
- Funding commitment letters from all funding partners Number Attached \_\_\_\_\_
- Written concurrence from WSDOT if project is on or connects to a state highway
- Adopted bicycle plan if project includes bicycle facilities
- Email excel workbook to Chris Langhoff at ChrisL@tib.wa.gov
- Include a copy of the page in your STIP showing construction funding. (Federal Match only)

## PROJECT SCHEDULE

Enter Target Dates	Date
Start Design Engineering	<u>Jan 2020</u>
Contract Advertisement	<u>Apr 2021</u>
Contract Completion	<u>Oct 2021</u>

# PROJECT FUNDING

Enter Requested Total TIB Funds \$ 400,000  
 Is this a construction ready project? NO  
 Are TIB funds distributed proportionally through the project phases? YES

Max Ratio **95.0%**

Fill out total costs in F39 to F43. Do not fill in TIB Funds

Enter the Total Project Costs to the nearest dollar in cells F43 to F47

	Phase	Total Project	TIB Funds	Local Funds
Design Phase	Design Engineering	155,479	46,154	109,325
	Right of Way	0		
Construction Phase	Construction Engineering	155,480	46,154	109,326
	Construction Other			
	Construction Contract	1,036,530	307,692	728,838
<b>TOTALS</b>		<b>1,347,489</b>	<b>400,000</b>	<b>947,489</b>

Noneligible Engineering	0
Engineering exceeding 30% of eligible construction costs is not eligible for TIB reimbursement	
Other Noneligible Costs	
(for example, landscaping greater than 5% of construction contract costs, utility undergrounding, sound walls)	
<b>TOTAL ELIGIBLE COST</b>	<b>1,347,489</b>
<b>TIB MATCHING RATIO</b>	<b>30%</b>
Total TIB Funds/Total Eligible Costs	

# FUNDING PARTNERS

Source	Public or Private	Commitment Letter or Status	Amount
LONG BEACH	Public	Budgeted	120,000
PWTF	Public	Letter included	407,489
CDBG	Public	No commitment	420,000
<b>TOTAL</b>			<b>947,489</b>
<b>Local funds are correct</b>			

Are additional funds, not listed above, still being sought? NO

List additional funding sources being sought: \_\_\_\_\_

# CERTIFICATION

Certification is hereby given that the information provided is accurate and the applicable attachments are complete and included as part of the application package

\_\_\_\_\_  
 Agency Official Signature

\_\_\_\_\_  
 Date Signed

\_\_\_\_\_  
 Printed or Typed Name & Title

## PROJECT DESCRIPTION

Identify the community's **need** for this project

The street is composed of 2 - 10 foot travel lanes. The existing pavement is in poor condition with a pavement condition rating of 28. There is alligator cracking and potholes through the project corridor. The existing storm runoff ponds along the road and eventually infiltrates. Washington Avenue is a through-town alternative to Pacific Avenue. The Downtown Access/Circulation Improvements in the Long Beach Comprehensive Plan Update, 2026 (adopted in 2008) encourages alternative routes, other than Pacific Avenue be developed. The goal is to reduce traffic congestion and improve pedestrian and vehicle safety in the downtown core.

Identify the **solution** to the need described above

The proposed project will reconstruct street to include 2 - 22 ft. travel lanes bound by rolled cement concrete curbs. Gravel parking will be provided behind the curb, primar on the west side of the street where parking currently exists. Stormwater will be collected and infiltrated adjacent to the street. The proposed pavement section is cement treated base with three inches of HMA. The pavement section will be evaluated by a geotechnical engineer during the design phase.

Describe the project **benefits** and its impact on the community

Improvements to Washington St. will improve both functionality and safety for the Long Beach community by improving pavement quality and providing a stormwater collection and infiltration system. By improving Washington Avenue, a through-town alternative to Pacific Avenue, the project will reduce traffic congestion and improve pedestrian safety in the downtown core.

Does this project need a sidewalk deviation?

NO

[Sidewalk Requirements WAC 479-14-233](#)

Sidewalk is not required.

Describe any Construction Other costs

N/A

Describe any Noneligible costs

N/A

## UTILITIES AND OTHER

Fill in for each utility present or being installed. Fill out the bottom two rows of this table for any others

Type			Planned Improvements (funding, coordination, schedule)
Water	Age (years)	Condition	The 4-inch AC water main in Washington Ave will be replaced with an 8-inch PVC water main from Sid Snyder Dr to the City limits, and from Sid Snyder Dr to 35th Street in Seaview. The City was awarded a Public Works Board Loan for the project and is seeking a CDBG.
	31 or older	Poor	
	Status	Funded	
	Replace	Yes	
Sewer	Age (years)	Condition	
	Not Present		
	Status	Funded	
Power	Age (years)	Condition	The existing aerial lines will remain.
	Unknown	Fair	
	Status	Funded	
	None		
	Age (years)	Condition	
	Status	Funded	
	Age (years)	Condition	
	Status	Funded	

Describe utility relocations necessary for this project:

Power poles may be required to be relocated out of the clear zone (east side).

Describe the road base (subsurface) condition:

The roadbase appears to be in poor condition due to visible alligator cracking and potholing.

Describe any other work:

# ROADWAY GEOMETRICS

Enter the existing and proposed geometrics

	SECTION ONE		SECTION TWO	
	Segment Termini			
	Length (in feet)			
	EXISTING	PROPOSED	EXISTING	PROPOSED
Pavement Width Curb to Curb or Edge to Edge	20 feet	22 feet		
Typical Travel Lane Width	10 feet	11 feet		
Number of Travel Lanes Do NOT include Continuous Left Turn Lane	2 lanes	2 lanes		
Continuous Left Turn Lane Width	0 feet	0 feet		
Shoulder or Parking Width Enter Average Width per Side	8 feet	8 feet		
Shoulder or Parking Placement	Intermittent	Intermittent		
Shoulder or Parking Surfacing	Unsurfaced	Unsurfaced		
Storm Drainage	Enclosed System	Enclosed System		
Bicycle Lane Type	No Bicycle Facilities	No Bicycle Facilities		
Bicycle Lane Width	0 feet	0 feet		
Pedestrian Buffer Width between Curb and Sidewalk	N/A	N/A		
Sidewalk Placement <sup>1</sup>	None	None		
Sidewalk Width <sup>1</sup>	N/A	N/A		
Curb Placement	None	Both Sides		
<sup>1</sup> Sidewalks are only required on streets that are in or provide access to a business district Minimum sidewalk width is five feet with no obstructions <i>If a sidewalk deviation is needed, request in cell E74</i>				

# SAFETY

Enter crash history within the project limits  
Use crash history numbers from last three years only  
crash documentation must be attached so TIB staff can analyze the information

Property damage only incidence 4  
Incidences with injuries 1  
Incidences with fatalities 0

[Link to request  
crash data from WSDOT](#)

Select Truck Route Classification from dropdown list

[Link to Freight and Goods Map](#)

Not a TRUCK ROUTE

Select Bus Route Type from dropdown list

School

## PROJECT DEFICIENCIES

Select Deficiency Type from the dropdown menu and describe the existing deficiency within the project limits  
Describe the corrective measure(s) that eliminates or mitigates the deficiency.

### DEFICIENCY 1 **Drainage**

Describe There are limited/undersized drainage facilities along the project corridor. Standing water /ponding is apparent throughout the corridor, during the winter, which contributes to subgrade degradation.

Corrective Measure(s) Stormwater conveyance and infiltration facilities will be installed.

### DEFICIENCY 2 **Access Control/parking**

Describe There is intermittent shoulder parking along the Washington Avenue corridor. It is uncontrolled and unmarked.

Corrective Measure(s) The shoulder parking area will be surfaced with crushed surfacing top course.

### DEFICIENCY 3 **Obstructions**

Describe Power poles exist within a close proximity to the travel way (on the east side of the street).

Corrective Measure(s) Obstructions within the clear zone will be relocated by the utility companies.

### DEFICIENCY 4 **Drainage**

Describe The existing pavement condition has a PCR score of 28. During wet weather, runoff is entering the pavement section and is contributing to the pavement deteriorating.

Corrective Measure(s) Reconstruct the pavement section.

# CONNECTIVITY

## NETWORK DEVELOPMENT

Select all that apply

- Constructs new street
- Completes gap
- Extends improvements
- Does not complete or extend improvements and is not a new route

## COMMUNITY FACILITIES SERVED

### BUSINESS/INDUSTRIAL AREAS

Select Development Type, enter Location and enter X in Direct or Indirect Access

Type	Location	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS within 2-3 Blocks on same street
Central Business District	Pacific Ave S, Downtown corridor		X
Commercial Development	McDonalds	X	

### SCHOOLS

Select School Type, enter School Name and enter X in Direct or Indirect Access

Type	School Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS within 2-3 Blocks on same street

### PUBLIC FACILITIES

Select Facility Type, enter Facility Name and enter X in Direct or Indirect Access

Type	Facility Name	DIRECT ACCESS Within Project Limits	INDIRECT ACCESS within 2-3 Blocks on same street
Community Center	St. Peter's Episcopal Church		X
Community Center	Peninsula Church Center		X
Community Center	Church of Jesus Chris Latter-day Saints	X	
Government Facility	Worksource Long Beach		X
Medical Clinic	Coastal Eye Care		X
Medical Clinic	Tynkila Jason DDS	X	
Senior/Assisted Living	Harbors Home Health and Hospice		X

## ACCELERATED CONSTRUCTION METHODS

Road will be closed during construction

Please provide justification why the road cannot be closed during construction.

Access to local residents and businesses is required.

## AGENCY POLICIES AND ORDINANCES

Agency has Adopted Greenhouse Gas Emissions Policy

Enter Policy Number 2013-04 Adoption Date August 5, 2013

Agency has adopted Complete Streets ordinance

Enter Ordinance Number 957 Adoption Date September 4, 2018

Agency has adopted TBD or other locally dedicated transportation funding by ordinance

Enter Ordinance Number 936 Adoption Date May 1, 2017

## SUSTAINABILITY

Select the sustainable elements within the project limits

Add Solar-powered Signage

Describe the measures below

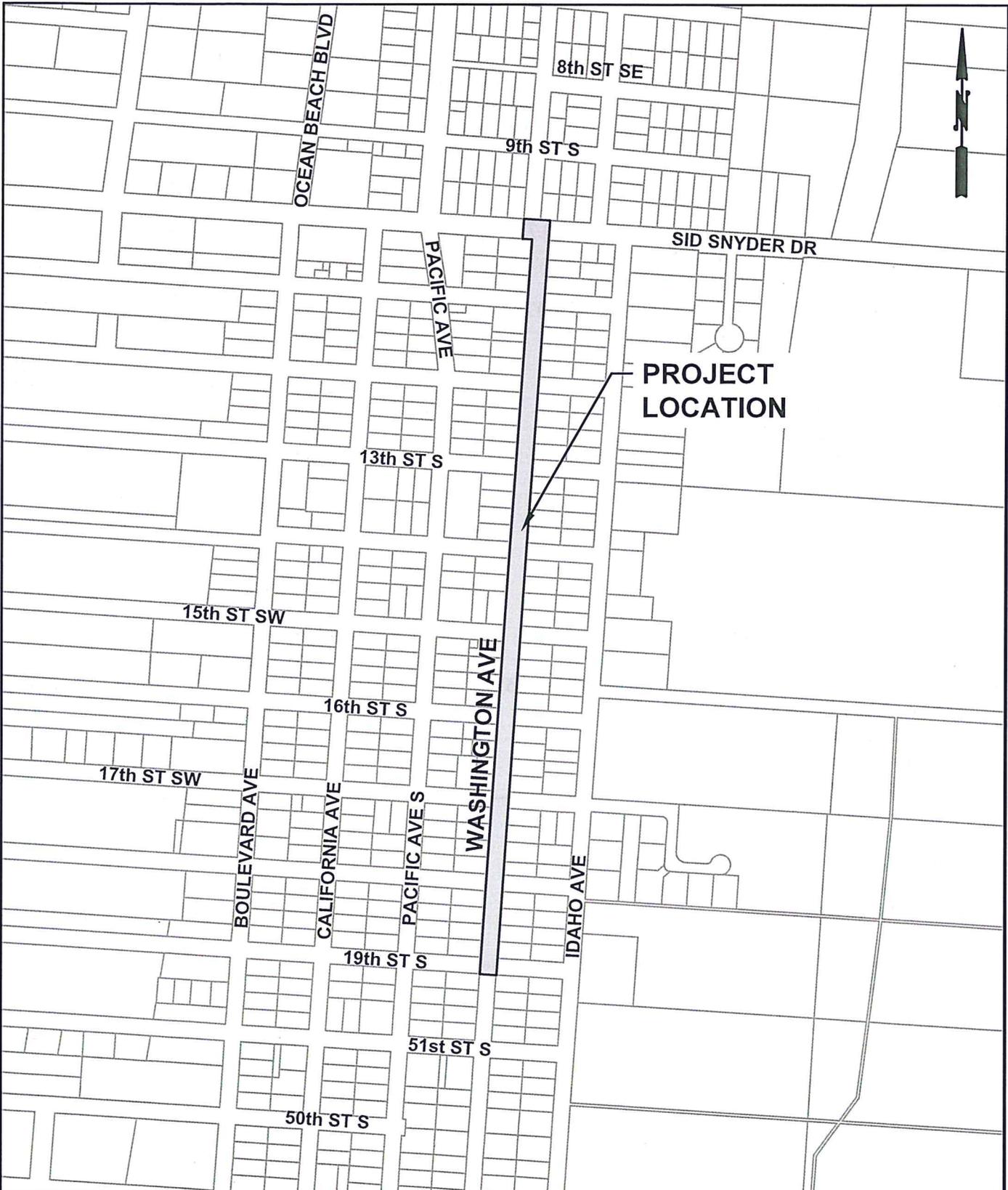
Incorporates Hardscaping or Climate-appropriate Plantings with No Irrigation

Describe the measures below

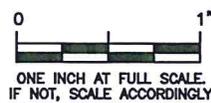
Project Incorporates Low Impact Drainage Practices

Describe the measures below

The stormwater improvements will include infiltration trenches.



**VICINITY MAP**  
NOT TO SCALE



CITY OF LONG BEACH  
WASHINGTON AVE - FDR  
SCAP GRANT APPLICATION  
TRANSPORTATION IMPROVEMENT BOARD



**CITY OF LONG BEACH**  
**WASHINGTON AVE S RECONSTRUCTION - 19TH ST S TO SID SNYDER DR**  
**CONCEPTUAL COST ESTIMATE - TIB SCAP**  
**UPDATED: 08/15/2019**  
**G &O #20195.47**

ITEM		ESTIMATED	UNIT	AMOUNT
<u>NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>PRICE</u>	<u>AMOUNT</u>
1.	SPCC Plan (1-07.15(1))	1	LS	\$500.00
2.	Mobilization, Cleanup and Demobilization (S.P. 1-09.7)	1	LS	\$85,000.00
3.	Project Temporary Traffic Control (S.P. 1-10.4)	1	LS	\$55,000.00
4.	Removal of Structure and Obstruction (S.P. 2-02.5)	1	LS	\$5,000.00
5.	Excavation, Embankment, and Grading Incl. Haul (S.P. 2-03.5)	800	CY	\$35.00
6.	Cement Treated Base (S.P. 2-06.5)	5,600	SY	\$8.00
7.	Cement for Cement Treated Base (S.P. 2-06.5)	260	TN	\$200.00
8.	Locate Existing Utilities (S.P. 2-09.5)	1	LS	\$5,000.00
9.	Gravel Backfill for Drywalls (S.P. 2-09.5)	1,100	CY	\$40.00
10.	Crushed Surfacing Top Course (S.P. 4-04.5)	840	TN	\$40.00
11.	HMA Cl. 1/2" PG 64-22 (S.P. 5-04.5)	1,260	TN	\$140.00
12.	Job Mix Compliance Price Adjustment (S.P. 5-04.5)	1	CALC	\$0.00
13.	Compaction Price Adjustment (S.P. 5-04.5)	1	CALC	\$0.00
14.	Underdrain Pipe, 12 In. Diam. (Incl. Bedding) (7-05.5)	2,100	LF	\$48.00
15.	Catch Basin, Type 1 (7-05.5)	40	EA	\$1,200.00
16.	Adjust Manhole (S.P. 7-05.5)	4	EA	\$600.00
17.	Erosion / Water Pollution Control (S.P. 8-01.5)	1	LS	\$5,000.00
18.	Seeding, Fertilizing and Mulching (S.P. 8-01.5)	1,200	SY	\$3.00
19.	Topsoil, Type A (S.P. 8-02.5)	130	CY	\$80.00
20.	Rolled Cement Conc. Traffic Curb and Gutter (S.P. 8-04.5)	5,760	LF	\$40.00
21.	Mailbox Support Type 1 (S.P. 8-18.5)	8	EA	\$400.00
22.	Mailbox Support Type 2 (S.P. 8-18.5)	3	EA	\$400.00
23.	Permanent Signing (S.P. 8-21.5)	1	LS	\$2,000.00
24.	Channelization Improvements (8-22.5)	1	LS	\$6,000.00

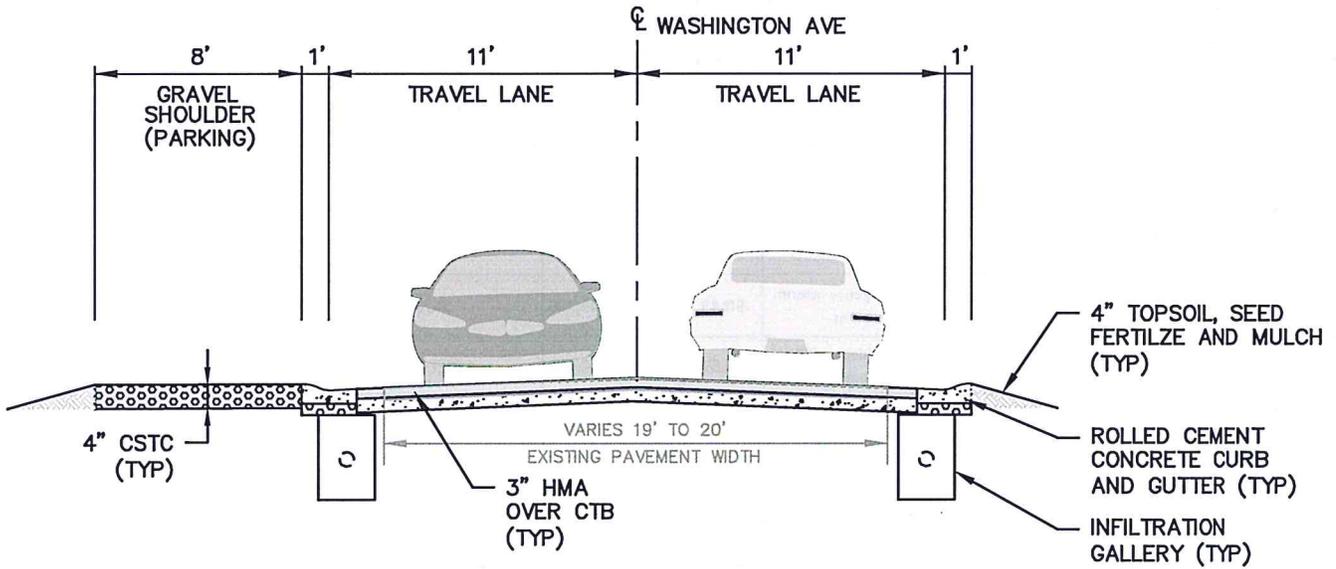
Subtotal All Items	\$942,300.00
Sales Tax at 0% per W.S. Revenue Rule No. 171	\$0.00
Contingency (10%)	\$94,230.00
<b>CONSTRUCTION COST:</b>	<b>\$1,036,530.00</b>

**Assumptions:**

Existing roadway width is approx. 20 feet, Widen 2-Ft for 11-ft lanes  
 3" HMA overlay over CTB Base, (10LBS/SF CEMENT)

Design Engineering	\$155,479.50
Construction Engineering	\$155,479.50
<b>TOTAL CONSTRUCTION COST:</b>	<b>TOTAL: \$1,347,489.00</b>





**WASHINGTON AVENUE - TYPICAL CROSS SECTION**  
 NOT TO SCALE

CITY OF LONG BEACH  
 WASHINGTON AVE - FDR  
 SCAP GRANT APPLICATION  
 TRANSPORTATION IMPROVEMENT BOARD



**Gray & Osborne, Inc.**  
 CONSULTING ENGINEERS

PWB Construction Applications Score Ranked - July 12, 2019

Jurisdiction	County	East/ West	Primary System	Project Name	Total Score	Project Cost	Loan Request	Offer
Mason County	Mason	W	Sanitary Sewer	Belfair Sewer Extension	65.67	12,600,000	8,000,000	8,000,000
Jurisdiction	County	East/ West	Primary System	Project Name	Total Score	Project Cost	Loan Request	Offer
City of Okanogan	Okanogan	E	Storm Water	Wastewater Treatment Plant Flood Protection	91.29	650,000	130,000	130,000
Town of Waterville	Douglas	E	Sanitary Sewer	Sewer Collection System Improvements	91.14	1,115,000	900,000	900,000
City of Stevenson	Skamania	W	Sanitary Sewer	WWTP Emergency Interim Measures	90.43	109,103	54,680	54,680
City of Richland	Benton	E	Solid Waste/ Recycling	Horn Rapids Landfill Improvements	88.57	4,000,000	4,000,000	4,000,000
Town of Cathlamet	Wahkiakum	W	Domestic Water	Columbia Street Water Line Improvements	86.86	1,046,822	991,822	991,822
City of Spokane	Spokane	E	Domestic Water	SIA Additional Reservoir	86.14	11,000,000	8,000,000	8,000,000
City of Camas	Clark	W	Road/Street or Bridge	SR 500 (Everett st) & Lake Rd Intersection	85.43	8,219,798	7,000,000	7,000,000
LOTT	Thurston	W	Sanitary Sewer	Biological Process Improvements	84.43	26,129,055	10,000,000	10,000,000
City of Long Beach	Pacific	W	Domestic Water	Washington Ave S Water & St. Improvements	83.86	1,358,088	1,238,088	1,238,088
Lake Meridian Water District (King WD #111)	King	W	Domestic Water	Well 6 Replacement	83.71	1,659,000	1,659,000	1,659,000
City of Connell	Franklin	E	Sanitary Sewer	Country Estates	83.00	1,470,000	1,200,000	1,200,000
Seattle Public Utilities	King	W	Sanitary Sewer	Pearl Street Drainage & Wastewater Improvement	81.86	20,105,056	10,000,000	10,000,000
Pend Oreille County Public Utility District#1	Pend Oreille	E	Domestic Water	Sunvale Acres Distribution Line Replacement	81.71	611,200	581,200	581,200



PWB Construction Applications Score Ranked - July 12, 2019

Jurisdiction	County	East/ West	Primary System	Project Name	Total Score	Project Cost	Loan Request	Offer
City of Westport	Grays Harbor	W	Sanitary Sewer	Pump Station 8 & 9 upgrades	81.67	1,460,000	1,460,000	1,460,000
King County	King	W	Sanitary Sewer	Georgetown Wet Weather Treatment Station	81.00	242,006,605	10,000,000	5,000,000
Basin City Water District	Franklin	E	Domestic Water	Water Meter	79.86	495,000	495,000	495,000
City of Yakima	Yakima	E	Domestic Water	Waterline Improvements	79.83	1,921,500	1,740,000	1,740,000
King County WD #49	King	W	Domestic Water	575 Zone Reservoir and BPS	79.67	15,400,000	8,000,000	8,000,000
Discovery Clean Water Alliance	Clark	W	Domestic Water	Salmon Creek treatment Plant Odor Control/facility	79.33	11,420,000	9,040,000	9,040,000
Mukilteo Water & Wastewater District	Snohomish	W	Sanitary Sewer	Lift Station 5 and LS-5 Force Main Imp.	78.86	2,037,658	2,037,658	2,037,658
Public Utility District No. 1 of Skagit County	Skagit	W	Domestic Water	Judy Water Treatment Plant to Mount Vernon Transmission Pipeline	78.71	29,000,000	10,000,000	-
City of Anacortes	Skagit	W	Sanitary Sewer	SSO Reduction	78.14	4,653,000	1,000,000	-
Skagit County	Skagit	W	Road/Street or Bridge	Guemes Island Ferry Replacement	77.86	25,238,744	10,000,000	-
Skyway Water & Sewer District	King	W	Domestic Water	Small Diameter Water Main Replacement	77.43	2,856,000	2,856,000	-
Northshore Utility District.	King	W	Domestic Water	Water Main Bridge Crossing Replacement	76.29	2,500,000	2,500,000	-
Valley Water District	Pierce	W	Domestic Water	Valley Tank & Booster Pump Station	76.14	4,961,444	2,000,000	-
City of Stevenson	Skamania	W	Domestic Water	School street waterline replacement	76.00	374,000	374,000	-
Okanogan County	Okanogan	E	Sanitary Sewer	Edelwiess Sewer Line Repair	75.71	152,000	152,000	-

PWB Construction Applications Score Ranked - July 12, 2019

Jurisdiction	County	East/ West	Primary System	Project Name	Total Score	Project Cost	Loan Request	Offer
Skyway Water & Sewer District	King	W	Domestic Water	South Sunnycrest Road Water Main Replacement	75.43	1,579,000	1,579,000	-
City of Pasco	Franklin	E	Sanitary Sewer	Process Water Reuse Facility Improvements	75.00	24,000,000	10,000,000	-
City of East Wenatchee	Douglas	E	Road/Street or Bridge	10th Street NE Improvements	74.86	4,935,000	4,455,000	-
King County Water District #20	King	W	Domestic Water	Capital Improvement	74.83	11,346,344	10,000,000	-
Silver Lake Water and Sewer District	Snohomish	W	Domestic Water	Silver Crest Drive Water Main Replacement	74.43	1,452,990	1,452,990	-
Northeast Sammamish Sewer & Water District	King	W	Sanitary Sewer	Lift Station 3 Basin Pipe Rehabilitation	73.43	1,031,000	881,000	-
City of Orting	Pierce	W	Sanitary Sewer	WWTP Upgrade	73.00	9,020,000	5,000,000	-
Skyway Water & Sewer District	King	W	Sanitary Sewer	Skyway Park North Phase 1 Sewer Replacement	72.57	7,777,000	7,384,000	-
City of Castle Rock	Cowlitz	W	Domestic Water	Powell Road Watermain Modifications	72.14	250,000	250,000	-
Mukilteo Water & Wastewater District	Snohomish	W	Sanitary Sewer	Lift Station 9 Improvements	72.00	2,430,710	2,430,710	-
City of Selah	Yakima	E	Sanitary Sewer	Sewer Collection System Improvements	71.43	2,304,000	1,650,000	-
City of Stevenson	Skamania	W	Domestic Water	Water Meter Replacement	71.29	644,110	329,477	-
City of Waitsburg	Walla Walla	E	Domestic Water	Taggart Road Waterline	71.14	1,025,000	525,000	-

PWB Construction Applications Score Ranked - July 12, 2019

Jurisdiction	County	East/ West	Primary System	Project Name	Total Score	Project Cost	Loan Request	Offer
City of White Salmon	Klickitat	E	Domestic Water	New Transmission Main	71.00	7,250,000	7,250,000	-
King County Water District 54	King	W	Domestic Water	8th Ave S Water Main replacement	71.00	1,020,000	920,000	-
Lake Forest Park Water District	King	W	Domestic Water	Ballinger Way (SR104) Watermain Imp	70.86	481,663	481,663	-
Lind, Town of	Adams	E	Domestic Water	Well 6 Upgrades	69.43	40,000	40,000	-
City of Quincy	Grant	E	Sanitary Sewer	Phase 2 Wastewater and Recycled Water	69.43	17,957,000	10,000,000	-
King County Water Dist. 90	King	W	Domestic Water	Renton Suburban Tracts Div 6 and 8	69.00	4,375,000	3,281,250	-
Silver Lake Water and Sewer District	Snohomish	W	Domestic Water	Silver Acres 2019 Water Improvements	68.71	1,193,089	1,193,089	-
Skyway Water & Sewer District	King	W	Sanitary Sewer	Sewer Force Main Replacement - Sunset Station	68.57	465,000	435,000	-
Alderwood Water & Wastewater Dist	Snohomish	W	Domestic Water	W1102 E Pressure Reduction Phase 2	67.71	5,113,000	3,773,000	-
Kitsap County	Kitsap	W	Solid Waste/ Recycling	Silverdale Recycling and Garbage Facility	66.00	5,163,525	5,000,000	-
City of Spokane	Spokane	E	Domestic Water	9th and Pine Booster Station Rehab	65.86	3,770,000	2,000,000	-
Skyway Water & Sewer District	King	W	Domestic Water	Forest Ave So & Garden Pl So Water Main Replacement	65.43	1,566,000	1,566,000	-
Lake Meridian Water District	King	W	Domestic Water	1.9 MG Reservoir Fire Flow	65.43	4,910,000	4,910,000	-
Highline Water District	King	W	Domestic Water	Pump Station #8	65.33	5,180,000	3,860,000	-

PWB Construction Applications Score Ranked - July 12, 2019

Jurisdiction	County	East/ West	Primary System	Project Name	Total Score	Project Cost	Loan Request	Offer
Kitsap County	Kitsap	W	Sanitary Sewer	Bay Shore and Washington Ave Imp	65.14	9,977,500	8,613,500	-
Skyway Water & Sewer District	King	W	Sanitary Sewer	Skyway Park North Phase 2 Sewer Replacement	64.00	9,211,000	9,211,000	-
Lake Whatcom Water and Sewer Dist	Whatcom	W	Domestic Water	Div 7 Water Reservoir Seismic Upgrade	64.00	2,080,000	564,567	-
Skyway Water & Sewer District	King	W	Sanitary Sewer	Basin 7 North Sewer System Replacement	63.00	12,986,000	10,000,000	-
City of Ferndale	Whatcom	W	Sanitary Sewer	Wastewater Treatment Plant Upgrade	61.29	28,371,784	9,000,000	-
Spangle, Town of	Spokane	E	Road/Street or Bridge	Spangle Street Paving	55.57	50,000	50,000	-
Lind, Town of	Adams	E	Road/Street or Bridge	Street Surfacing	55.57	85,000	85,000	-
City of Standwood	Snohomish	W	Sanitary Sewer	Church Creek Sewer Collection System	54.71	951,000	800,000	-
Skyway Water & Sewer District	King	W	Domestic Water	Skyway Water Tank No. 2 Exterior Coating Replacement	48.00	620,000	620,000	-
<b>Totals</b>						<b>\$625,160,788</b>	<b>\$245,000,694</b>	<b>\$81,527,448</b>

Average award            \$3,469,433  
% Total Project Leverage-Funded    24%

OFFICER REPORTED CRASHES THAT OCCURRED ON ALL ROADS IN THE CITY OF LONG BEACH

01/01/2016 - 12/31/2018

Under 23 U.S.C. Code § 148 and 23 U.S.C. Code § 409, safety data, reports, surveys, schedules, lists compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential crash sites, hazardous roadway conditions, or railway-highway crossings are not subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in connection with damages arising from any occurrence at a location mentioned or alluded to in

JURISDICTION	CITY	PRIMARY TRAFFICWAY	INTERSECTING TRAFFICWAY	REFERENCE POINT NAME	MOST SEVERE INJURY TYPE	# FATAL	# SUSPENDED	TOTAL INJURY	# PEDESTRIANS	# BIKERS	FIRST IMPACT LOCATION (City, County & Misc Trafficways - 2010 forward)
City Street	Long Beach	11TH ST		SHOREVIEW DR	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	13TH ST SE		IDAHO AVE S	No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	23RD ST NE		23RD ST NE	Possible Injury	0	0	3	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	2ND ST NE		OREGON AVE N	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	2ND ST SW	OCEAN BEACH BLVD ALLEY		No Apparent Injury	0	0	0	2	0	Outside Shoulder of Primary Trafficway
City Street	Long Beach	3RD ST NW		PACIFIC AVE N	No Apparent Injury	0	0	0	2	0	Outside Shoulder of Primary Trafficway
City Street	Long Beach	4TH ST NE	WASHINGTON AVE N		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	6TH ST NE	OREGON AVE N		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	BOLSTAD AVE E		OREGON AVE N	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	BOLSTAD AVE W	OCEAN BEACH BLVD S		Possible Injury	0	0	1	1	0	Intersecting Trafficway
City Street	Long Beach	CALIFORNIA AVE SW	11TH ST SW		Suspected Minor Injury	0	0	2	2	0	Lane of Primary Trafficway
City Street	Long Beach	OCEAN BEACH BLVD N	14TH ST NW		Possible Injury	0	0	2	1	2	Lane of Primary Trafficway
City Street	Long Beach	OCEAN BEACH BLVD N	16TH ST NW		No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	OCEAN BEACH BLVD S		2ND ST SW	No Apparent Injury	0	0	0	2	0	Outside Shoulder of Primary Trafficway
City Street	Long Beach	OCEAN BEACH BLVD S		9TH ST SW	Possible Injury	0	0	1	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	OCEAN BEACH BLVD S	14TH ST SW		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	OCEAN BEACH BLVD S	5TH ST SW		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	OREGON AVE S	3RD ST SE		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	OREGON AVE S	7TH ST SE		No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	SID SNYDER DR		PACIFIC AVE S	No Apparent Injury	0	0	0	3	0	Outside Shoulder of Primary Trafficway
City Street	Long Beach	SID SNYDER DR	IDAHO AVE S		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	SW SID SNYDER DR		SHOREVIEW DR	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	SW SID SNYDER DR	CALIFORNIA AVE SW		Unknown	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
City Street	Long Beach	SW SID SNYDER DR	OCEAN BEACH BLVD S		No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	WASHINGTON AVE S		3RD ST SE	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	WASHINGTON AVE S		BOLSTAD AVE	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	WASHINGTON AVE S	17TH ST SE		Suspected Minor Injury	0	0	1	1	1	Lane of Primary Trafficway
City Street	Long Beach	WASHINGTON AVE S		3RD ST SE	No Apparent Injury	0	0	0	2	0	Lane of Primary Trafficway
City Street	Long Beach	WASHINGTON AVE S	SID SNYDER DR		No Apparent Injury	0	0	0	1	0	Past the Outside Shoulder of Primary Trafficway
Miscellaneous	Long Beach	LONG BEACH SR 103		DISCOVERY TRL	Possible Injury	0	0	2	1	0	Lane of Primary Trafficway

TAB — F

# Long Beach Police

P.O. Box 795  
Long Beach, WA 98631

lbpdchief@centurytel.net

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Fax 360-642-5273

08-01-19

Page 1 of 3

To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for July 2019

During the month of July the Long Beach Police Department handled the following cases and calls:

## Long Beach

633 Total Incidents

Aid Call Assists: 11

Alarms: 11

Animal Complaints: 11

Assaults: 6

Assists: 97

(Includes 10 PCSO, 1 WSP And 7 Other Agency Assists Outside City Boundaries)

Burglaries: 2

Disturbance: 23

Drug Inv.: 3

Fire Call Assists: 5

Follow Up: 118

Found/Lost Property: 20

Harassment: 6

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 4

Prowler: 3

Runaway: 0

Security Checks: 130

Suspicious: 28

Thefts: 16

Traffic Accidents: 7

Traffic Complaints: 16

Traffic Tickets: 6

Traffic Warnings: 76

Trespass: 8

Warrant Contacts: 3

Welfare Checks: 21

## Ilwaco (Includes 22 Calls At Port)

321 Total Incidents

Aid Call Assists: 0

Alarms: 2

Animal Complaints: 4

Assaults: 2

Assists: 38

Burglaries: 0

Disturbance: 14

Drug Inv.: 1

Fire Call Assists: 1

Follow Up: 72

Found/Lost Property: 0

Harassment: 4

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 1

Runaway: 0

Security Checks: 88

Suspicious: 3

Thefts: 6

Traffic Accidents: 2

Traffic Complaints: 7

Traffic Tickets: 2

Traffic Warnings: 55

Trespass: 3

Warrant Contacts: 2

Welfare Checks: 12

I met with organizers for the Kite Festival on July 3<sup>rd</sup>. We discussed traffic issues and complaints and how to better address them this year.

July 4<sup>th</sup> went well for the PD. We were busy but nothing serious was reported and no arrests were made.

The Ilwaco Fireworks Show on the 6<sup>th</sup> was great. We had no issues.

On July 9<sup>th</sup> Officer Josh Lefor received the "Asset Builder of the Month Award" from WellSpring Community Network. I have attached the citation that was issued with the award. Josh is a credit to the department.

Officer Josh Lefor and Administrative Assistant Loretta Ostgaard attended training on the 10<sup>th</sup>. The class title was "Stop Violence Against Women". Some of the topics included: Finding and helping the hidden victims – Responding to children exposed to violence in the home – Trauma informed response to victims of crime.

On the 11<sup>th</sup> I attended training sponsored by Washington Cities Insurance Authority. The course title was "Navigating the Performance Evaluation Process". A few of the topics covered included: Essential elements of an evaluation policy – Coaching and feedback – Goal setting for the next year.

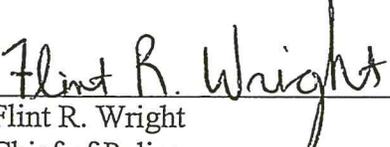
On July 15<sup>th</sup> I again attended training sponsored by Washington Cities Insurance Authority. The title of the class was "Best Practices for Risk Managing Law Enforcement in the I-940 Era". In November of 2018 voters in Washington State passed initiative 940 which dealt with the prosecution of law enforcement involved in shootings. Some of the topics covered in this training included: Defining deadly force – Assessing de-escalation techniques and practice – Examining negligence prior to the uses of force.

The department had firearms range training on the 16<sup>th</sup>. We qualified with our duty, off duty and back-up handguns.

The department assisted with traffic control for the Rodeo Parade on the 26<sup>th</sup>.

I had Officer Josh Lefor on the beach during SandSations on the 27<sup>th</sup>. There were no issues reported.

On the 30<sup>th</sup> I helped teach a Mental Health First Aid Class for Ocean Beach Hospital.

  
\_\_\_\_\_  
Flint R. Wright  
Chief of Police

This month's asset-builder award goes to Officer Josh Lefor. I first came to know Josh when he applied to be a mentor with Big Brothers Big Sisters. I remember during his interview Josh mentioning to me that he wanted to be a mentor because as a police officer he often had to work with kids during really tough situations and he wanted to show them a different side of police officers. Since then, Josh has gone above and beyond this original statement. His mentee thinks that Josh is the absolute best and beams with pride when Josh comes to see him while wearing his uniform. He has made a difference for other youth as well who initially are fearful when they see a cop and come to realize what a cool guy he is. Even beyond this, Josh helps work with high-school aged youth who want to job-shadow a police officer. I have heard these students talk fondly about job shadowing him and leave that experience inspired to pursue the career. As I looked through the 40 developmental assets I couldn't think of someone who helped foster these more than Josh. Thank you for all you do.

City of Long Beach Activities Report

July 2019

Wastewater Dept.

Call Outs - 0

Meetings - 6 ( Pape ( Loader) / Penn. Sanitation / (2) Tapani Construction Meetings / FRI G&O Electrical Inspector / Evergreen Septic. / G&O Comp Plan.

Safety Meetings - 1 ( Small Hand Tools / Small Equipment. )

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

Samples – Daily Tests / Twice Weekly Testing ( BODs , TSSs , and Fecals. ) / 2018 Annual Bio-solids Report.

Customer Service - 2 ( Customer Pipe Locations. )

Locates - 12 Emergency Locates – 0

Hauling Sludge - 0

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

Lift Station Wash down - 2 Plant Wash Down - 2 Headworks , Clarifiers , UV Bulbs.

Samples to Lab - 2 ( Monthly Ammonia / 2<sup>st</sup> Quarter Digester. )

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

Sink Hole Investigation – 1

Main Repairs - 0

Equipment Cleanup - 2

Headworks Debris Removal – 4 Barrels Decanting Digester – 97,240 Gallons Supernatant ran back through plant.

Training - All Crew - Annual Hearing Testing.

Semi Annual Wellness Poker Walk

Don Z - WCIA Training ( Evaluations.)

Tye - Safety 101.

Treatment Plant Numbers – 6.33 Million Gallons. ( Approx. 204,000 Gal / Day )

Other Activities –

Breakers Lift Station Panel Switch Over.

Removed Evergreen Discharge Blockage.

Fixed 2" Hand Valve WWTP / Fixed Supply Line Leak.

12<sup>th</sup> st n Lift Station Rag Issues.

4<sup>th</sup> st s Lift Station Rag Issues.

Seacrest Lift Station Communication Fail.

Checking New WWTP Progress.

Festival Setup / Tear Down. ( 4<sup>th</sup> of July, SandSations, Race Against Violence, Rodeo )

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Office Organization & Cleanup.

Mowing New Sludge Site.

Extended WWTP Drain line.

Ordered 2 New 3085 Flygt Pumps.

Replaced Control Switch On TSS Vacuum Pump.

Maps For Pro VAC Inspection & Cleaning.

Repairing Water Line Construction Project.

Demoed New Loaded.

City of Long Beach Activities Report

July 2019

Water Dept.

Call Outs - 1 ( Water Plant. )

Meetings - 8 (1) Staff / (2) Contractors / (1) Operators WTP / (1) Admin. / (2) Festivals / (2) Evergreen Rural Water .

Safety Meetings - 1 ( Small Hand Tools / Small Equipment . )

Plant Management - Paperwork / Time Cards / Monthly DOH Report / Monthly DMR's. / Monthly Report / Bills / Log Book / Called Locates / Reviewing ROW Permits / Plant Walk Through / Res Inspections.

Customer Service - 6 ( 2 Spot Flushing )

Locates - 26

Emergency Locates – 1 ( Contractor 11<sup>th</sup> st sw.)

Re-reads - 13

Install New Meters - 2 ( 49<sup>th</sup> st s , Restrooms 3<sup>rd</sup> st sw) Meter Reinstall – 1

New Service Investigations – 4 Valve Investigation - 0

New Service Prep – 2 Valve Can Raising - 1

Meter Removal – 1

Meter Repairs - 4

Hydrant Maint. – 1 ( Raised Hydrant 26<sup>th</sup>. )

Shut Off's - 6 Emergency Shut Offs – 0

Turn On's - 2

Res. Checking - 2

Res. Maint. – 2

Leak Repairs - 2 ( Maddox Creek Mainline, Adrift 11<sup>th</sup> st sw . )

Leak Investigations - 2

Equipment Cleanup - 4

System Samples - Weekly entire system.

Samples to Lab - 2

Training - All Crew - Annual Hearing Testing..  
Semi Annual Wellness Poker Walk.  
Don Z WCIA Training. ( Evaluations )

Treatment Plant Numbers - 18,129,000 Gallons. ( Approx, 584,800 Gal. / Day )

Other Activities –

Reading Meters. ( Long Beach. )

Leak Repairs Maddix Creek Line.

Sodium Hypo Generator Maint.

Fire Barriers – Setup/ tear down.

Day Wireless Repairing Dolman Radio Antenna.

Moving Pipe in Yard for Contractors,

Festival Setup / Tear Down ( 4th of July , SandSations , Race Against Violence , Rodeo )

Festival Meeting. ( Kite Fest.)

Spot Flushing Water System.

Replacing Remote Read Meters.

Town Cleanup. ( Trash )

Ordered Parts.

Demoed New Loader.

Cleaning Main Approach / Logs Off Beach.

CL2 Samples for WTP.

Hydrant Repairs ( North Blvd. )

# Parks - Streets - Storm Water July Monthly Report

## *Monthly*

Safety Meetings

## *Bi-Monthly*

Staff Meetings

## *Fridays and Mondays*

### *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

Hanging baskets

## *Festivals / Events /set up and tear down*

4<sup>th</sup> of July

Half marathon

Farmers market

Baseball Softball

Youth girls fast pitch

1. Poured concrete city hall walk way
2. Removing asphalt and prepping for play ground
3. Cold patch pot hole maintenance
4. Mowing right of ways with fail mower
5. Changed out banner Patches to August events

6. Cleaned out the 5<sup>th</sup> st fountain pond
7. Finished spraying the shoulders of discovery trail
8. Pulled the dispensers and hand dryers out of the restroom before demolition
9. Shingle oiled all the wood carvings
10. Graffiti removal off of the boardwalk
11. Trail maintenance
12. Weed eating all the stairs to the boardwalk and around the whale monument