



AGENDA – Tuesday, January 21, 2020

6:30 p.m. Workshop

7:00 p.m. City Council Meeting

Long Beach City Hall
115 Bolstad Avenue West

6:30 WORKSHOP

WS 20-03 Mayoral Authority – TAB A

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

Call to order Mayor Phillips, Council Member Svendsen, 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 B

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

- Minutes, January 6, 2020 City Council Meeting
- Minutes, January 10, 2020 City Council Workshop
- Payment Approval List for Warrant Resisters 59146-59187 & 86224-86312 for \$744,602.17

BUSINESS

- **AB 20-05 – Long Beach Regional Biosolids Treatment Plant Contract Amendment – TAB C**
- **AB 20-06 – Long Beach Fire Hall Bathroom Remodel Bid Award- TAB D**
- **AB 20-07 – Appointing Mayor Pro Tempore – TAB E**
- **AB 20-08 – Beach to Chowder Lodging Tax Money Request -TAB F**
- **AB 20-09 – Templin Grant Award for Culbertson Park Scoreboard – TAB G**
- **AB 20-10 – Fireworks Proposal – TAB H**
- **AB 20-11 – Department of Commerce Grant Agreement – TAB I**
- **AB 20-12 – Fire Truck Bidding – TAB J**
- **AB 20-13 – Culbertson Park Paving – TAB K**

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB L

- **Wastewater Report for December 2019**
- **Water Report for December 2019**
- **Parks, Streets and Stormwater Report for December 2019**
- **Police Chief's Annual Report for 2019**

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop.
February 3, 2020, February 18, 2020 & March 2, 2020

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



**CITY COUNCIL
WORKSHOP BILL
WS 20-03**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION		
SUBJECT: <i>Mayoral Authority</i>	<i>Originator:</i>	
	Mayor	JP
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: N/A		
SUMMARY STATEMENT: Review the ordinance from Kalama and discuss whether implementing something similar in Long Beach would be appropriate.		

Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that doesn't necessitate the Council allowing public comment. If the Mayor and Council request more information or clarification they may seek input from the audience.

ORDINANCE NO. 1391

AN ORDINANCE OF THE CITY OF KALAMA, WASHINGTON ADOPTING INTO THE KALAMA MUNICIPAL CODE CHAPTER 2.08 AS AMENDED TO INCLUDE AN OUTLINE OF THE MAYOR'S AUTHORITY AS DEFINED UNDER RCW 35A.12.100.

WHEREAS, current Kalama Municipal Code does not fully define the authority of the Mayor as outlined by RCW 35A;

WHEREAS, the City Administration and the Council wish to more constructively define the duties and authority of the Council and the Mayor. Specifically addressing salaries, and limitations, certain contracts and business transactions, and when those can be completed on the Mayor's authority:

NOW THEREFORE the City Council of the City of Kalama do ordain:

Section 1. Kalama Municipal Code 2.08 is amended to read as follows:

Chapter 2.08 – MAYOR & CITY COUNCIL

2.08.010 - Time and place of meetings.

A. The time for holding regular meetings of the city council shall be on the first and third Wednesdays at seven p.m. of each and every month provided that the second meeting of each month may be changed to a workshop meeting or canceled by the mayor should there be no matters requiring council action to be placed on the regular agenda.

B. All regular and special meetings of the city council shall be held in the City Council Chambers, 320 North First Street, Kalama, Washington, unless a majority of the council designate a different place for meeting and advance notice thereof is circulated to the community.

2.08.020 - Mayor's and councilmembers' salaries.

A. The mayor's salary shall be increased to the sum of seven hundred dollars per month and will become effective with the payroll for January 2016.

B. Council members attendance fees shall be modified to one hundred dollars per meeting, not to exceed two hundred dollars per month.

C. These increases for the city council shall become effective at the next election for the various positions as provided by state law.

2.08.030 - Reimbursement for expenses.

The mayor and members of the city council may be reimbursed for actual expenses incurred by them in the discharge of their official duties upon presentation of a claim therefor and its allowance and approval by resolution of the city council.

2.08.050 – Mayor’s Authority

- A. The authority of the Mayor is as defined by RCW 35A.12.100 and any future amendments there to.
- B. The city council authorizes the mayor, or mayor’s designee, to enter into and execute on behalf of the city the following contracts without individual approval of each contract by the city council, so long as the contract is consistent with the approved budget for the city, and the city’s liability under the contract does not exceed available fund balances. Department directors or their designees shall be responsible for verifying the availability of fund balances for any contracts, agreements or purchases attributable to their departments.
 1. Professional service contracts, including contracts for architectural, engineering, legal, and consulting services involving a cost or fee (excluding sales tax) of less than \$10,000. The term “professional service” means a type of service which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization or activities such as consulting that have a primarily intellectual final product (e.g., accountants, appraisers, engineers, architects, land surveyors, attorneys, and other consulting services in the areas of development, environmental assessment, financial and human resources);
 2. Maintenance contracts and service contracts for nonprofessional services involving a cost or fee (excluding sales tax) of less than \$10,000 per year;
 3. Public works projects involving a cost or fee of less than \$50,000;
 4. Settlement agreements involving a cost or fee of less than \$50,000 and that do not involve claims against an elected official, and retention of legal counsel and expert consultants, involving risk management claims or suits;
 5. Other routine agreements where no expenditure is involved, or the cost, expenditure, or fee (excluding sales tax) does not exceed \$10,000;
 6. Lease agreements for materials, supplies, and equipment where the expenditure or fee does not exceed \$10,000 per year;
 7. Sale of surplus property with an estimated value of \$10,000 or less, which has been certified for disposition, such sale or disposition to be made by the administration in accordance with applicable law and any procedures established by the finance director or designee deemed to be in the best interest of the city;
 8. Contracts which carry out or implement a provision of the Kalama Municipal Code or established city policy, e.g., maintenance or performance bonds for plat improvements;

9. Emergency Contracts. For purposes of this chapter, the term “emergency” shall have the same meaning as defined in RCW 39.04.280(3);

10. Employment and Personnel Matters. Unless otherwise provided by statute or ordinance, for example, salaries and compensation are subject to city ordinance;

11. Contracts of a “continuing nature” for the operation of programs and services approved in the budget or for a schedule of payments, including but not limited to interlocal agreements (ILA) and multiple-year personal service contracts which have been expressly approved by the city council, do not require subsequent annual approvals; provided, that any such contract is listed specifically as a line item in the budget under BARS Code Category 40 (Services).

- C. The breaking down of any purchase or contract into units or phases for the purpose of avoiding the maximum dollar amount is prohibited. The amount of a contract includes all amendments; provided, amendments that do not exceed in total 10 percent of the contract amount may be entered into without prior city council approval.
- D. The mayor, in the mayor’s discretion, may present any contract to the city council for prior approval, even if the contract is allowed to be approved without prior city council approval.
- E. All interlocal agreements shall be presented to the city council for prior approval, except for interlocal agreements that create no liability or expense to the city, example., interlocal purchasing agreements as determined by the finance director or designee.
- F. The mayor shall promptly provide to the city council a copy (or summary) of any contract or interlocal agreement (including any amendment) that has not received prior approval by the city council.
- G. “Contract” means any agreement creating a legal relationship between the city and another person or entity, or any amendment thereto.
- H. Amendments and Change Orders.
 - 1. Amendments or change orders to contracts, including interlocal agreements, which result in the final contract amount in excess of purchase limits identified in this chapter may be administratively approved if the changes are:
 - a. Within the scope of the project or purchase;
 - b. Executed in writing;
 - c. The amount in excess of the Mayor’s purchase limits will not exceed \$50,000.
 - 2. Contract amendments that are strictly a change in contract expiration date may be administratively approved.

3. The value of all change orders will be aggregated, and when any single amendment or combination of change orders on the same project or purchase exceeds the limit under subsection (H)(1)(c) of this section the change must be approved by the city council, except:

- a. For service contracts to accomplish an ongoing city program rather than a discrete project, the aggregation of administrative change orders shall be recalculated after each contract year;
- b. Where the size of the contract makes it probable that administrative change order authority will be quickly exhausted, the city council may, upon recommendation of the city administrator, extend the aggregate limits of subsection (H)(1)(c) of this section upon award of the particular contract; and
- c. A contract amendment approved by the city council under subsection (H)(3) of this section shall allow new administrative amendments or change orders to the amended contract that satisfy the requirements of subsection (H)(1) of this section.

Section 2. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining parts of this ordinance.

Section 3. This ordinance shall become effective five days after passage, approval, and publication as provided by law.

Passed by the City Council of the City of Kalama at a regular meeting held on the 6th day of December, 2017

Mayor Pete Poulsen

Attest:

Coni McMaster, Clerk/Treasurer

Approved as to form:

Published:

Effective:

City Attorney

TAB - B

LONG BEACH CITY COUNCIL MEETING

January 6, 2020

6:30 COUNCIL WORKSHOP

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

WS 20-01– Dog Park Workshop

-David Glasson, City Administrator, and Sue Svendsen, City Council Member, provided an update on the potential Dog Park.

- **No decisions or motions were made at this time.**

WS 20-02– Comprehensive Plan

-Ariel Smith, Community Development Director, presented the workshop bill. John from Creative Community Solutions gave a presentation during the December 16th meeting. Council was given a chance to take the plan home and make comments. This is an opportunity to share comments or move forward with submitting the plan to the Department of Commerce.

- **No decisions or motions were made at this time.**

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 Mayor Phillips, C. Svendsen, C. McGuire, C. Murry and C. Kemmer were present. C. Cline was absent.

PUBLIC COMMENT

Kim Fields, from All Things Fun Sports, announced the confirmed date for Beach to Chowder will be 6/6/20. William Marsh announced the upcoming July 4th Fireworks workshop scheduled for 1/10/20 @ 5:00 p.m. at City Hall.

CONSENT AGENDA

Minutes, December 16, 2019 City Council Meeting

Minutes, December 27, 2019 City Council Workshop

Payment Approval List for Warrant Registers 59118-59145 & 86191-86223 for \$207,043.27

C. Svendsen made the motion to approve the Consent Agenda. C. Kemmer seconded the motion; 4 Ayes; 1 Absent, motion passed.

BUSINESS

AB 20-01– Agreement for Asbestos Training

Ariel Smith, Community Development Director, presented the Agenda Bill. This training is required by L&I and must be completed by all employees that could possibly be exposed to asbestos on the job. This training is done on-site and fulfills the State requirement.

C. McGuire made the motion to authorize the agreement to provide staff with asbestos training. C. Murry seconded the motion; 4 Ayes; 1 Absent, motion passed.

AB 20-02– Resolution 2020-01 Amending the Policy for Allotting Salaries

Ariel Smith, Community Development Director, presented the Agenda Bill. The State Auditor’s Office requires that the city have a policy that appropriately divides staff salaries among the different funds. As projects throughout the city change so does where each employee spends their time. This amendment would average the work done over a four-year period. This time period would account for project-related fluctuation and give an accurate picture of where the employee spends most of their time.

C. Murry made the motion to approve resolution 2020-01 amending the policy for allotting salaries throughout the different city departments. C. McGuire seconded the motion; 4 Ayes; 1 Absent, motion passed.

AB 20-03– Police Station Headquarters Bid Award

David Glasson, City Administrator, presented the Agenda Bill. The bid for the new Police Station closed on Friday, December 20th. There was only one bidder that met the requirements. It is the city’s recommendation to accept this bid.

C. Svendsen made the motion to authorize the Mayor to accept the bid from SAW Construction for construction of the Police Station Headquarters. C. Murry seconded the motion; 4 Ayes; 1 Absent, motion passed.

AB 20-04– Regional Biosolids Treatment Plant Change Order No. 5

David Glasson, City Administrator, presented the Agenda Bill. The additional work and material required are the result of design modifications originating from supply of equipment from the composting equipment supplier, Engineered Compost Systems, Inc., that is different from the original design. The additional work results in impacts to the critical path schedule requiring an additional 5 working days. – increased contract amount \$148,984.22

C. McGuire made the motion to authorize staff to sign the change order. C. Svendsen seconded the motion; 3 Ayes; 1 Nay (C. Murry); 1 Absent, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Report and Decision for CUP 2019-04
- Boys & Girls Club Letter of Support

- Parks, Streets and Stormwater Report for November 2019
- Wastewater Report for November 2019
- Water Report for November 2019
- Lodging Tax Collections
- Sales Tax Collections
- Transportation Benefit District Collections
- Police Chief's Report for December 2019

ADJOURNMENT

The Mayor adjourned the meeting at 7:17 p.m.

Mayor

ATTEST:

City Clerk

LONG BEACH CITY COUNCIL WORKSHOP

January 10, 2020

5:00 p.m. Council Workshop- 2020 July 4th Fireworks Show

C. Murry, C. Kline, and C. Kemmer were present.

-David Glasson, City Administrator, facilitated the presentation.

- **No decisions or motions were made at this time.**

ADJOURNMENT

David Glasson adjourned the meeting at 5:45 p.m.

Mayor

ATTEST:

City Clerk



Warren Register

Check Period: 1/01/2020 - 1/31/2020

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

Council Member	Council Member	Council Member	Clerk/Treasurer
59146	Bell, Helen S	1/3/2020	\$308.08
59147	Binion, Jacob	1/3/2020	\$1,797.67
59148	Payroll Vendor	1/3/2020	Void
59149	Cline, Kevin M	1/3/2020	\$266.19
59150	Gilbertson, Bradley K	1/3/2020	\$1,535.77
59151	Goulter, John R.	1/3/2020	\$1,667.85
59152	Huff, Timothy M.	1/3/2020	\$1,650.44
59153	Jewell, Kyle E	1/3/2020	\$1,078.33
59154	Kaino, Kris	1/3/2020	\$1,012.96
59155	Kemmer, Holli L	1/3/2020	\$266.19
59156	Kemmer, Larry L	1/3/2020	\$1,553.93
59157	Luethe, Paul J	1/3/2020	\$1,601.91
59158	McGuire, Tina M	1/3/2020	\$266.19
59159	Miller, Matt W	1/3/2020	\$1,591.48
59160	Mortenson, Tim	1/3/2020	\$2,584.91
59161	Murry, Del R	1/3/2020	\$266.19
59162	Padgett, Timothy J	1/3/2020	\$1,618.87
59163	Persell, Whitney J	1/3/2020	\$1,105.30
59164	Quittner, Jonathan H	1/3/2020	\$1,010.71
59165	Svendsen, Sue M	1/3/2020	\$266.19
59166	Williams, David L	1/3/2020	\$368.29
59167	Wood, Matthew T	1/3/2020	\$1,891.79
59168	Wright, Flint R	1/3/2020	\$2,813.75
59169	Zuern, Donald D.	1/3/2020	\$2,269.91
59170	Booi, Kristopher A	1/3/2020	\$2,424.50
59171	AFLAC	1/3/2020	\$491.97
59172	Association of WA Cities	1/3/2020	\$31,278.28
59173	City of Long Beach - Fica	1/3/2020	\$13,903.82
59174	City of Long Beach - FWH	1/3/2020	\$8,762.34

59175	Council Gift Fund	1/3/2020	\$60.00
59176	Dept of Labor & Industries	1/3/2020	\$2,115.28
59177	Dept of Retirement Systems	1/3/2020	\$16,361.61
59178	Dept of Retirement Systems Def Comp	1/3/2020	\$2,165.00
59179	Discovery Benefits Inc.	1/3/2020	\$150.00
59180	Employment Security Dept	1/3/2020	\$226.85
59181	Massmutual Retirement Services	1/3/2020	\$675.00
59182	Teamsters Local #58	1/3/2020	\$207.50
59183	City of Long Beach - Fica	12/30/2019	\$520.76
59184	City of Long Beach - FWH	12/30/2019	\$502.97
59185	Dept of Labor & Industries	12/30/2019	\$15.28
59186	Dept of Retirement Systems	12/30/2019	\$461.34
59187	Employment Security Dept	12/30/2019	\$8.62
86224	Gilbertson, Brad	1/6/2020	\$287.28
86225	Washington State Dept of Agriculture	1/6/2020	\$58.00
86226	Caldwell, Tye	1/7/2020	\$314.60
86227	Platt Electric Supply	1/8/2020	\$4,659.29
86228	Mortenson, Tim	1/8/2020	\$49.99
86229	Cowsert, Eric	1/9/2020	\$21.00
86230	Dept of Ecology	1/10/2020	\$1,539.20
86231	Verizon Wireless	1/10/2020	\$794.75
86232	Mortenson, Tim	1/14/2020	\$16.00
86233	Cutting, Jeff	1/14/2020	\$16.00
86234	Lefor, Josh	1/14/2020	\$60.95
86235	Verizon Wireless	1/14/2020	\$80.02
86236	Pacific County Auditor	1/14/2020	\$39.00
86237	A-1 Redi Mix	1/17/2020	\$2,140.38
86238	Active Enterprises, Inc.	1/17/2020	\$346.06
86239	Airgas USA LLC	1/17/2020	\$53.45
86240	All Safe Mini Storage	1/17/2020	\$95.00
86241	ALS Group USA, Corp.	1/17/2020	\$109.00
86242	Alsco-American Linen Div.	1/17/2020	\$164.31
86243	Arts Auto Parts Inc.	1/17/2020	\$108.28
86244	Association of Washington Cities	1/17/2020	\$2,759.82
86245	Astoria Janitor & Paper Supply	1/17/2020	\$175.59
86246	Backflow Management Inc	1/17/2020	\$1,970.00
86247	BSK Associates	1/17/2020	\$1,406.00
86248	Cascade Columbia Distribution CO	1/17/2020	\$4,616.71
86249	Ced - Consolidated	1/17/2020	\$155.82
86250	CenturyLink	1/17/2020	\$1,574.41
86251	Chinook Observer	1/17/2020	\$576.64
86252	Consolidated Supply	1/17/2020	\$419.16
86253	Creative Community Solutions, Inc.	1/17/2020	\$2,000.00
86254	Criminal Justice Training Commission	1/17/2020	\$3,347.00
86255	CRUISE MASTER PRISMS	1/17/2020	\$74.30
86256	Dennis Company	1/17/2020	\$782.16

<u>86257</u>	Department of Health	1/17/2020	\$3,705.00
<u>86258</u>	Dept of Ecology	1/17/2020	\$66,842.90
<u>86259</u>	Dept of Natural Resources - Pacific Cascade Region	1/17/2020	\$5,262.85
<u>86260</u>	Discovery Benefits Inc.	1/17/2020	\$50.00
<u>86261</u>	DMCJA	1/17/2020	\$250.00
<u>86262</u>	Ecological Land Services	1/17/2020	\$3,023.80
<u>86263</u>	Ellyson, Sue	1/17/2020	\$63.97
<u>86264</u>	Emerald Coast Title	1/17/2020	\$163.47
<u>86265</u>	Emergency Medical Products, Inc	1/17/2020	\$592.41
<u>86266</u>	Englund Marine Supply	1/17/2020	\$462.17
<u>86267</u>	Environmental Resource Associates	1/17/2020	\$445.81
<u>86268</u>	Evergreen Rural Water of WA	1/17/2020	\$925.00
<u>86269</u>	Evergreen Septic Inc	1/17/2020	\$198.00
<u>86270</u>	Evergreen Septic Pumping LLC	1/17/2020	\$3,037.61
<u>86271</u>	Ford Electric	1/17/2020	\$146.21
<u>86272</u>	Galls, LLC	1/17/2020	\$143.18
<u>86273</u>	Goulter, Allen J III	1/17/2020	\$1,300.00
<u>86274</u>	H. D. FOWLER	1/17/2020	\$32,821.21
<u>86275</u>	Hedges, Jan Lem	1/17/2020	\$498.07
<u>86276</u>	Hughes Fire Equipment, Inc	1/17/2020	\$91.00
<u>86277</u>	Inland Electric, Inc	1/17/2020	\$1,457.60
<u>86278</u>	International Association of Arson Investigators	1/17/2020	\$140.00
<u>86279</u>	International Code Council, Inc.	1/17/2020	\$135.00
<u>86280</u>	Iron Mountain	1/17/2020	\$133.93
<u>86281</u>	Lay's Technologies	1/17/2020	\$90.00
<u>86282</u>	MailFinance	1/17/2020	\$637.71
<u>86283</u>	North Coast Truck Parts	1/17/2020	\$325.00
<u>86284</u>	Olympic Region Clean Air Agency	1/17/2020	\$1,177.68
<u>86285</u>	Oman & Son Builders	1/17/2020	\$6,208.66
<u>86286</u>	One Call Concepts, Inc.	1/17/2020	\$17.12
<u>86287</u>	Pacific Council of Governments	1/17/2020	\$1,500.00
<u>86288</u>	Pacific County Auditor	1/17/2020	\$9,084.84
<u>86289</u>	Pacific County Sheriff's	1/17/2020	\$9,969.86
<u>86290</u>	Pacific County Treasurer	1/17/2020	\$2,928.00
<u>86291</u>	Pacific Office Automation	1/17/2020	\$1,296.20
<u>86292</u>	PagerFreezer Software, Inc.	1/17/2020	\$3,588.00
<u>86293</u>	Peninsula Sanitation	1/17/2020	\$1,901.63
<u>86294</u>	Penoyar, Joel	1/17/2020	\$4,935.00
<u>86295</u>	Public Utility District 2	1/17/2020	\$9,890.26
<u>86296</u>	Sid's Iga	1/17/2020	\$36.85
<u>86297</u>	Solutions Yes	1/17/2020	\$250.80
<u>86298</u>	Sterling Codifiers, Inc	1/17/2020	\$500.00
<u>86299</u>	SUNSET AUTO PARTS, INC	1/17/2020	\$777.83
<u>86300</u>	Tapani, Inc	1/17/2020	\$247,706.14

<u>86301</u>	TIAA Bank	1/17/2020	\$229.28
<u>86302</u>	Usa Blue Book	1/17/2020	\$2,681.72
<u>86303</u>	Visa	1/17/2020	\$2,345.05
<u>86304</u>	Vision Municipal Solutions	1/17/2020	\$15,375.00
<u>86305</u>	WABO	1/17/2020	\$95.00
<u>86306</u>	Washington Cities Insurance Authority	1/17/2020	\$143,087.01
<u>86307</u>	Washington State Dept of Agriculture	1/17/2020	\$66.00
<u>86308</u>	Waterhouse Environmental Services Corp.	1/17/2020	\$11,372.43
<u>86309</u>	Wilcox & Flegel Oil Co.	1/17/2020	\$1,761.67
<u>86310</u>	WILLAPA PAPER SERVICE	1/17/2020	\$402.50
<u>86311</u>	Wirkalot Trucking	1/17/2020	\$1,891.75
<u>86312</u>	Wirkkala Construction	1/17/2020	\$649.80
	Total		\$744,602.17
	Grand Total		\$744,602.17

TAB - C



**CITY COUNCIL
AGENDA BILL
AB 20-05**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION		
SUBJECT: DOE Contract Amendment	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: No change to loan amount	Other:	

SUMMARY STATEMENT: The non-potable water system is something that is required by Washington State Department of Ecology and Health to meet cross-connection control requirements. This was something that was included in the original scope of work but in an effort to reduce the bid price it was removed. This contract amendment allows the work to be done under the original loan amount. This amendment is allowing the work to be completed under the DOE contract and not separately (paid for out of the 2020 budget).

RECOMMENDED ACTION: *Authorize the City Administrator to execute the contract amendment for WQC- 2019-LongBe-00060.*



AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2019-LongBe-00060
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Long Beach

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Long Beach (RECIPIENT) for the Regional Biosolids Treatment Facility (PROJECT).

This amendment is needed to add additional work to be done in the scope of work. The budget will remain the same.

IT IS MUTUALLY AGREED that the LOAN agreement is amended as follows:

- 1) The Scope of Work is modified as follows:
 - a. The following is added, Under Task 3B item 8 will be added as below:
 - B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:
 1. Solids handling building
 2. Feedstock building
 3. Compost storage building
 4. Pump and piping to deliver Class B biosolids from the aerobic digester to solids handling building
 5. Mechanical equipment (screw press, screw conveyor, In-vessel compost containers, air blowers, biofilters, trommel, wood chipper), electrical and HVAC for buildings
 6. In-vessel compost unit air/exhaust system including biofilter
 7. Site work including yard paving and storm drainage
 8. A non-potable water system.
- 2) The PROJECT budget and amortization schedule remain the same.
- 3) The LOAN Amount remains the same.
- 4) The Initiation of Operation Date remains the same.
- 5) The PROJECT Completion Date remains the same.
- 6) Based on the Initiation of Operation Date, loan repayment will begin no later than March 31, 2021.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

CHANGES TO SCOPE OF WORK

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

Task Title: Project Construction

Task Description:

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

Task Goal Statement:

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

Task Expected Outcome:

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

Recipient Task Coordinator: Ariel Smith

Deliverables

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

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 20-06**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION

SUBJECT: Fire Hall Bathroom Renovation Bid Award	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$1,500 + tax	Other:	

SUMMARY STATEMENT: The city sought out three bidders that were listed on the Small Works Roster and only one submitted a bid. There was \$2,000 in the budget for this project, so the bid is within the budgeted amount.

RECOMMENDED ACTION: *Authorize the Mayor to accept the bid from Dave's General Handyman Service.*

Construction Bid Form

Owner Information

Name Long Beach City/FD

Address 701 Washington ave N

City, State ZIP Long Beach Washington 98631

Phone 360-642-4421

Email mbonney@longbeachwa.gov

Project name FD bathroom remodel

Contractor Information

Company Dave's General Handyman Service
Lic #DAVESGH811MU

Name David Williams

Address PO Box 284

City, State ZIP Long Beach, WA 98631

Phone (360) 244-3005

Email davesghs@gmail.com

Completion date 1 weeks past the starting date, TBA

Scope of Work

Renovation of downstairs bathroom in main building (approx. 150sqft room) consisting of the following –

Uninstall / reinstall existing or customer provided toilet – replace any worn parts
Remove all trims
Scrape and remove existing floor tiles
Install new vinyl flooring
Install rubberized vinyl base trim
Dispose of the old material

Not Included

N/A

Company Proposal

Daves General Handyman Service will do the following work listed above and complete the job in 1 week after the start date or sooner. Daves General Handyman Service will complete the following work for \$1500 plus tax which includes Labor and Materials. Any unforeseen problems are not covered under this bid and will cost extra.

EMAIL

Submitted by (Company Representative)

Date



Owner Acceptance

Owner acceptance goes here. Type in the Owner's name in a confirmation statement that includes the completion date and total amount stated in the company proposal.

Sample text: I, Owner Name, do accept the above scope of work, proposed to be completed by Completion Date for the amount of Total Amount.

Submitted by (home owner or authorized representative)

Date

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 20-07**

Meeting Date: January 21, 2020

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

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 20-08**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION		
<i>SUBJECT: Lodging Tax Money for Beach to Chowder</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<i>COST: \$1,000.00</i>	Other:	
<p>SUMMARY STATEMENT: During the budget process a couple events were removed from the budget, Beach to Chowder being one of them. The organizers had requested that Council reconsider and possibly award them \$1,000 so that the event can continue.</p>		
<p>RECOMMENDED ACTION: Either award or deny the request from Beach to Chowder.</p>		

TAB - G



**CITY COUNCIL
AGENDA BILL
AB 20-09**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION

SUBJECT: Acceptance of Templin Funds for Culbertson Park Scoreboard	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: \$8,667.34 grant award	Other:	
<p>SUMMARY STATEMENT: The city requested Templin grant funds to purchase a scoreboard for the softball field at Culbertson Park. The city is responsible to pay the difference which is roughly \$460.07 which was incorporated into the 2020 budget.</p>		
<p>RECOMMENDED ACTION: <i>Authorize the Mayor to accept the grant award from the Templin Foundation.</i></p>		

The Templin Foundation

January 8, 2020

City of Long Beach

PO Box 310

Long Beach, WA 98631

RE: **Templin Foundation Grant**

Dear Ariel,

The Templin Foundation has agreed to grant your request for \$8,667.34 to help with the purchase of a scoreboard for Culbertson Park. The grant agreement is enclosed and when you are ready to proceed, please return the grant agreement and we will issue the check. We like to have the projects completed within six months, as per the grant agreement. When the agreement is signed and sent back to us at the address below the funds will be distributed. Please be advised that the funds must be used only for the purposes applied for, are subject to an audit and that any funds left over must be returned. We would like an accounting with invoices included when the project is completed as per the agreement.

Yours Truly,



Dian D. Barker-Sayce

Administrator for the Templin Foundation

The Templin Foundation

Date: January 8, 2020

Grantee: City of Long Beach

Grant Amount: \$8,667.34

Purpose of Grant: To help acquire a scoreboard for Culbertson Park

Your grant has been approved. The funds were approved for the purpose stated in your application. Sometime in the next twelve months we need to have an accounting of the expenditures of the grant funds with paid invoices or other evidence that the funds were used in accordance with your request. In order for you to be considered in the future for grants we need this information. Any funds that are left over should be remitted back to the Templin foundation. If there is any change in how the funds are going to be used the Templin Foundation needs to be notified in order to make sure that the use is within the scope of the granting parameters and would be approved by the board of trustees.

By signing this agreement and accepting the funds you accept the terms of the agreement.

_____ Authorized signature

_____ Date

TAB — H



**CITY COUNCIL
AGENDA BILL
AB 20-10**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Fireworks Proposal	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: See attached	Other:	
<p>SUMMARY STATEMENT: A group of Long Beach merchants has approached the City Council on multiple occasions regarding funding a portion of the 4th of July fireworks show. After a couple workshop the group delivered a proposal, which is attached.</p>		
<p>RECOMMENDED ACTION: <i>Accept, Amend or Deny the proposal for the City of Long Beach 4th of July fireworks show.</i></p>		

Long Beach Firework Proposal

January 10th, 2020

Merchants Responsibilities

Contribute \$10,000 annually towards firework show

Coordinate and supply volunteers to hand out garbage bags 3-8pm

Draft donation letter

Monies collected will flow through the Merchants Association

City Responsibilities

Fund through budgeting the remaining monies needed for show

Mail out donation letters

Store, handle, and transport fireworks

Dig and supply security for launch pit

Show permitting and display company contracting

Supply garbage bags

Traffic control / flagging

Clarity and Commitment

1. Which approaches are garbage bags handed out at?
2. 3 yr funding commitment based on above merchant contribution

July 4th Expenses

Expense	Without Fireworks	With Fireworks	1/10/2020 Proposal	future? Proposal
Flaggers		\$ 684	\$ 684	\$ 684
Security around fireworks		\$ 954	\$ 954	\$ 954
Evergreen Septic	\$ 6,003	\$ 6,003	\$ 6,003	\$ 6,003
Peninsula Sanitation	\$ 1,325	\$ 1,325	\$ 1,325	\$ 1,325
Fireworks Show		\$ 20,000	\$ 10,000	
Subtotal:	\$ 7,328	\$ 28,966	\$ 18,966	\$ 8,966

City

Setup and tear down of firing area		\$ 1,930	\$ 1,930	\$ 1,930
Setup of approach / signage		\$ 303	\$ 303	\$ 303
Delivery, setup and removal of show		\$ 757	\$ 757	\$ 757
Handing out bags	\$ 2,421	\$ 2,421		
Restrooms / Garbage cans	\$ 3,632	\$ 3,632	\$ 3,632	\$ 3,632
Tracking and depositing donations				
State Parks permitting - cost and time		\$ 45	\$ 45	\$ 45
Donation Letter / time & postage		\$ 275	\$ 275	\$ 275
Subtotal:	\$ 6,054	\$ 9,362	\$ 6,941	\$ 6,941

Total: \$ 13,381 \$ 38,328 \$ 25,907 \$ 15,907

City Portion	68%	42%
Merchants Portion	32%	58%

TAB - I



**CITY COUNCIL
AGENDA BILL
AB 20-11**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Department of Commerce Funding Agreement for the Long Beach Police Station		<i>Originator:</i>
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	AS
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: grant award \$690,900	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT: The city was awarded a capital budget request to relocate the Long Beach Police Department. The construction bid has been awarded and the contractor hopes to begin February 1st.

RECOMMENDED ACTION: *Authorize the Mayor to execute contract number 20-96627-146 with the Washington State Department of Commerce.*



Department of Commerce

Grant to

City of Long Beach
through

The Local and Community Projects Program

For

Long Beach Police Department

Start date: July 1, 2019

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FACE SHEET

Grant Number: 20-96627-146
Project Name: Long Beach Police Department

**Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit**

1. GRANTEE City of Long Beach PO BOX 310 LONG BEACH, WA 98631-0310		2. GRANTEE Doing Business As (optional) N/A	
3. GRANTEE Representative Ariel Smith, Community Development Director (360) 642-4421 asmith@longbeachwa.gov		4. COMMERCE Representative Susan Butz, Grant Manager PO Box 42525, Olympia, WA 98504 (360) 725-2741 susan.butz@commerce.wa.gov	
5. Grant Amount \$690,900.00	6. Funding Source Federal: State:X Other: N/A:	7. Start Date July 1, 2019	8. End Date June 30, 2023 (subject to reappropriation)
9. Federal Funds (as applicable) N/A		Federal Agency N/A	CFDA Number N/A
10. Tax ID # XXXXXXXXXXXXXX	11. SWV # SWV0018431-00	12. UBI # 252000463	13. DUNS # 024684466
14. Grant Purpose The outcome of this performance-based Grant Agreement is to undertake a legislatively approved project that furthers the goals and objectives of Washington State Direct Appropriations Program as referenced in Attachment A – Scope of Work.			
COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Certification of Availability of Funds to Complete the Project, Attachment “C” – Certification of the Payment and Reporting of Prevailing Wages, Attachment “D” – Certification of Intent to Enter LEED Process.			
FOR GRANTEE _____ Signature _____ Print Name _____ Title _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM _____ Luke Eaton, Assistant Attorney General 8/13/2019 _____ Date	

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name: **City of Long Beach**
Grant Number: 20-96627-146
State Wide Vendor Number: SWV0018431-00

PROJECT INFORMATION

Project Name: **Long Beach Police Department**
Project City: LONG BEACH
Project State: Washington
Project Zip Code: 98631-0310

GRANT AGREEMENT INFORMATION

Grant Amount: **\$690,900.00**
Appropriation Number: SHB 1102.PL Section 1042 (2019 Regular Session)
Re-appropriation Number (if applicable): N/A
Grant End Date: **June 30, 2023 (subject to reappropriation)**
Biennium: 2019-2021
Biennium Close Date: June 30, 2021
Earliest Date for Construction Reimbursement: July 1, 2016

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

**SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS**

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

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

1. GRANT MANAGEMENT

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

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

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

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount as shown on the Face Sheet of this Grant Agreement, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:

- i) Eligible Project expenditures prior to the execution of this Grant Agreement.
- ii) Cash dedicated to the Project.
- iii) Funds available through a letter of credit or other binding loan commitment(s).
- iv) Pledges from foundations or corporations.
- v) Pledges from individual donors.
- vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
- vii) In-kind contributions, subject to COMMERCE'S approval.

- B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. PREVAILING WAGE LAW

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

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. Deed of Trust. This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. Term of Deed of Trust. The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- D. Subordination. COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- D. Construction costs including, but not limited to, the following:
 - Site preparation and improvements;
 - Permits and fees;
 - Labor and materials;
 - Taxes on Project goods and services;
 - Capitalized equipment;
 - Information technology infrastructure; and
 - Landscaping.
- E. Other costs authorized through the legislation

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

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

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

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

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors.

"Subcontractors" shall mean subcontractors of any tier.

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

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

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

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

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

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

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

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

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

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Certification of the Availability of Funds to Complete the Project
- Attachment C – Certification of the Payment and Reporting of Prevailing Wages
- Attachment D – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- C. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- B. In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- A. The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

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

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

21. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- G. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

22. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

23. ADVANCE PAYMENTS PROHIBITED

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

24. ALL WRITINGS CONTAINED HEREIN

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

25. AMENDMENTS

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

26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

27. ASSIGNMENT

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

28. ATTORNEYS' FEES

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

29. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

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

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

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

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctooffice@commerce.wa.gov or a hard copy to:

Department of Commerce
ATTN: Accounting Services
1011 Plum Street SE
PO Box 42525
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
1. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 2. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

31. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

32. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

33. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

34. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

35. GOVERNING LAW AND VENUE

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

36. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

37. INDEPENDENT CAPACITY OF THE GRANTEE

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

38. INDUSTRIAL INSURANCE COVERAGE

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

39. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

40. LICENSING, ACCREDITATION AND REGISTRATION

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

41. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

43. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

44. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

45. PUBLICITY

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

46. RECAPTURE

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

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

47. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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.

48. REGISTRATION WITH DEPARTMENT OF REVENUE

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

49. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, 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, compliance, and/or quality assurance under this Grant.

50. SAVINGS

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

51. SEVERABILITY

The provisions of this Grant 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 Grant.

52. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

53. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

54. SURVIVAL

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

55. TAXES

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

56. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

57. TERMINATION FOR CONVENIENCE

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

58. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
7. Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

59. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant
All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

60. WAIVER

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

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures related to renovation of the police station located at 104 3rd Street northwest, Long Beach, WA 98631. In addition, a new storage building will be constructed adjacent to the police station. Costs may include, but are not limited to, environmental/cultural review, permits, bid documents, construction, utilities, capitalized equipment, and exterior improvements including driveway, sidewalk, fencing and landscaping. This project began in August 2019, and is expected to be completed July 2021.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

**ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO
COMPLETE THE PROJECT**

Type of Funding	Source Description	Amount
Grant	Washington State Department of Commerce	\$690,900.00
<i>Other Grants</i>		
Grant #1		\$
Grant #2		\$
Total Other Grants		\$0.00
<i>Other Loans</i>		
Loan #1		\$
Loan #2		\$
Total Loans		\$0.00
<i>Other Local Revenue</i>		
Source #1		\$
Total Local Revenue		\$0.00
<i>Other Funds</i>		
Source #1		\$
Source #2		\$
Total Other Funds		\$0.00
Total Project Funding		\$690,000.00

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

**ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF
PREVAILING WAGES**

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE

TAB - J



**CITY COUNCIL
AGENDA BILL
AB 20-12**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION		
SUBJECT: Reject All Bids for Fire Truck	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	KJ
	Police Chief	
	Streets/Parks/Drainage Supervisor	
Water/Wastewater Supervisor		
COST: Financed for \$600,000	Other:	
<p>SUMMARY STATEMENT: The bid for the fire truck closed on Friday, January 10th. There were two bids, one from KME that came in at \$578,684.98 which <i>did</i> meet the bid specs and the other was from True North and that came in at \$493,100.73 but <i>did not</i> meet the bid specs. The levy that was passed by the voters was not only for the truck but also roughly \$60,000 of equipment that is needed to outfit the truck. With the bid from KME and the equipment costs, the total would exceed the levied amount. The Fire Department has decided they would like to amend the specs slightly and go back out to bid.</p>		
<p>RECOMMENDED ACTION: <i>Reject any and all bids, revise specifications and go back out to bid.</i></p>		

TAB — K



**CITY COUNCIL
AGENDA BILL
AB 20-13**

Meeting Date: January 21, 2020

AGENDA ITEM INFORMATION

SUBJECT: Culbertson Park Paving Job	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	AS
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
COST: \$32,935	Other:	
<p>SUMMARY STATEMENT: Through an RCO grant the city is installing a paved pathway between Culbertson and Tinker fields. This quote also includes paving under the bleacher area. Approximately 75% of this work is covered by grant money.</p>		
<p>RECOMMENDED ACTION: <i>Accept the bid from Bayview for paving at Culbertson Park.</i></p>		



BAYVIEW ASPHALT INC.

A DIVISION OF LAKESIDE INDUSTRIES, INC.

AN EQUAL OPPORTUNITY EMPLOYER

PO BOX 619 SEASIDE, OR 97138 Phone: (503) 738-5466 Fax: (503) 738-9517

PROPOSAL/CONTRACT AGREEMENT

To:	City Of Long Beach	Contact:	Mike Kitzman
Address:	PO Box 310 Long Beach, WA 98631	Phone:	(360) 642-4421
Project Name:	City Of Long Beach - Baseball Field & Park Paths	Bid Number:	
Project Location:	Culbertson Park, Long Beach, WA	Bid Date:	1/7/2020
Attachments:	Bayview Provisions.pdf		

Item #	Item Description	Total Price
001	Mobilization	\$1,000.00
002	Option #1: 5 Foot Walking Path And Connecting Areas. 1. Remove Sod & Compact Existing Grade. 2. Furnish & Install 3/4"-0" At Approximate 4 Inch Depth Compacted For Path And Connecting Areas. 3. Apply Soil Sterilants To Rock Grade. 4. Furnish & Install Level 2 1/2 Inch ACP At Approximate 2 Inch Depth Compacted For Approximate 5' Path And Connecting Areas (Approximately 3,585 SQ. FT.)	\$23,760.00
003	Option #2: 6 Foot Walking Path And Connecting Areas. 1. Remove Sod & Compact Existing Grade. 2. Furnish & Install 3/4"-0" At Approximate 4 Inch Depth Compacted For Path And Connecting Areas. 3. Apply Soil Sterilants To Rock Grade. 4. Furnish & Install Level 2 1/2 Inch ACP At Approximate 2 Inch Depth Compacted For Approximate 6' Path And Connecting Areas (Approximately 3,804 SQ. FT.)	\$25,860.00
004	Option #3: Paving Bleacher Area 1. Furnish & Install 3/4"-0" At Approximate 4 Inch Depth Compacted. 2. Apply Soil Sterilants To Rock Grade. 3. Furnish & Install Level 2 1/2 Inch ACP At Approximate 2 Inch Depth Compacted For Approximate 861 SQ. FT. Area. *City Of Long Beach To Remove Bleachers Prior To Construction.	\$6,075.00

Notes:

- **Price based on current petroleum cost. Price escalation to be linked to the ODOT asphalt binder index.**
- Price Based on 1 Mobilization. Additional Mobilizations are \$1,000.00 Each.
- City of Long Beach will provide the dump site at the ball field for all excavation.
- Price Excludes: Layout, Survey, or Engineering; Erosion Control; Utility Location and/or Adjustment; Utility Patching; Traffic Control; Premium Pay for Night, Holiday, or Weekend Work; Prime Coat; Insurance Premium over Standard Insurance; Base Repair; Temp Ramp Placement/Removal; Grinding; MTD/V; Cleaning Between Lifts; Tax; Permits; Bond; Testing; Sawcutting; Curbing; Concrete Protection; Crack Sealing; Seal Coat; Striping.
- Subgrades must be firm and unyielding. Stabilization fabric is excluded from quote.
- Performance Bond not included in bid price. If required please add 1% to total cost of bid.
- Bid based on approved contract; This proposal to be a part of all contract documents.
- Total price to be based on actual quantity or measurement unless otherwise specified.
- Bayview Asphalt Inc. is not responsible for designed cross slopes of less than 1.2% that hold water after paving is complete.
- Bayview Asphalt Inc.'s proposed prices herein assume that Bayview Asphalt Inc.'s work hereunder will be substantially complete on or before: **4/30/2020.**
- Unless Contracting Party has signed and returned this Agreement with in thirty (30) days of the date first stated above, BAYVIEW ASPHALT INC.'S proposal shall be null and void.
- CONTRACTING PARTY'S SIGNATURE ON ONE COPY RETURNED TO BAYVIEW ASPHALT INC. WILL RENDER THIS A LEGAL CONTRACT FOR THE PERFORMANCE OF THE ABOVE WORK. CONTRACTING PARTY'S SIGNATURE ALSO ACKNOWLEDGES RECEIPT OF BAYVIEW ASPHALT INC.'S NOTICE TO CUSTOMER' STATEMENT ATTACHED HERETO.
- **Oregon CCB: 63551 / WA# BAYVIAI817C6**

Payment Terms:

Payment is due within 10 days of receipt of invoice.



P.O. BOX 5
 50 Crusher Lane
 Naselle, WA 98638-0005
 P: (360) 484-3443
 F: (360) 484-7102
 E: nasrock@wwest.net

To: City of Long Beach Streets Department	Contact: Mike Kitzman
Address: P.O. Box 310 Long Beach, WA 98631	Phone: (360)-642-2203 Fax: (360)-642-4759
Project Name: City Of Long Beach Culbertson Field ADA Path @ 6' Wide	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit
1	Excavate Existing Grade To Establish Sub-grade Depth (In Sod Areas And Dirt Area Near Dugout)	428.00	SY
2	Furnish And Install Top Rock At An Approximate 4" Depth Compacted	428.00	SY
3	Apply Soil Sterilants To Rock Grade	400.00	SY
4	Furnish And Install Asphalt @ Approximate 2" Depth Compacted	400.00	SY
5	Tack Existing Asphalt Edges.	1.00	LS

Total Bid Price: \$27,320.00

Notes:

- If this bid is signed and accepted, customer must also sign Naselle Rock and Asphalt's contract and lien waiver prior to commencement of work.
- Naselle Rock and Asphalt Company reserves the right to increase bid price if fuel/oil prices increase by 5% or more after preparation of this bid. Prices adjustments will only apply to fuel/oil costs and can be verified by invoice from fuel/oil suppliers.
- A fee of 3% will be added to the total payment amount including applicable sales tax if payment is made with a credit card.
- Price on bid does not include applicable sales tax.

Payment Terms:

Payment due within 30 days of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Naselle Rock And Asphalt Company</p> <p>Authorized Signature: </p> <p>Estimator: Neil Wirkkala (360) 484-3443 nasrock@wwest.net</p>
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P.O. BOX 5
 50 Crusher Lane
 Naselle, WA 98638-0005
 P: (360) 484-3443
 F: (360) 484-7102
 E: nasrock@wwest.net

To: City of Long Beach Streets Department	Contact: Mike Kitzman
Address: P.O. Box 310 Long Beach, WA 98631	Phone: (360)-642-2203 Fax: (360)-642-4759
Project Name: City Of Long Beach Culbertson Field ADA Path @ 5' Wide	Bid Number:
Project Location:	Bid Date:

Item #	Item Description	Estimated Quantity	Unit
1	Excavate Existing Grade To Establish Sub-grade Depth (In Sod Areas And Dirt Area Near Dugout)	369.00	SY
2	Furnish And Install Top Rock At An Approximate 4" Depth Compacted	369.00	SY
3	Apply Soil Sterilants To Rock Grade	342.00	SY
4	Furnish And Install Asphalt @ Approximate 2" Depth Compacted	342.00	SY
5	Tack Existing Asphalt Edges.	1.00	LS

Total Bid Price: \$25,000.00

Notes:

- If this bid is signed and accepted, customer must also sign Naselle Rock and Asphalt's contract and lien waiver prior to commencement of work.
- Naselle Rock and Asphalt Company reserves the right to increase bid price if fuel/oil prices increase by 5% or more after preparation of this bid. Prices adjustments will only apply to fuel/oil costs and can be verified by invoice from fuel/oil suppliers.
- A fee of 3% will be added to the total payment amount including applicable sales tax if payment is made with a credit card.
- Price on bid does not include applicable sales tax.

Payment Terms:

Payment due within 30 days of invoice.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Naselle Rock And Asphalt Company</p> <p>Authorized Signature: </p> <p>Estimator: Neil Wirkkala (360) 484-3443 nasrock@wwest.net</p>
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TAB - L

City of Long Beach Activities Report

December 2019

Wastewater Dept.

Call Outs - 0

Meetings - 10 (2) Tapani Construction Meetings / Evergreen Rural Circuit Rider / HD Fowler / G&O Engineers / Admin. Plant Walk Through /

Safety Meetings - 1 (All Safety Review.)

Plant Management - Monthly DMR's / Paperwork Review / Emails / Ordering Supplies / Engineers / 2020 Budget / Ordered WP study for 2020.

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

Customer Service - 1 (Jetting sewer for Homeowner 18th ne.)

Locates - 1 Emergency Locates – 0

Hauling Sludge - 24 Loads 6.75 Dry Tons.

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 / 4th quarter digesters.)

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 – Supernatant ran back through plant. (Rain & Plant)

Training - Tye - Treatment Ponds & RBG Operations.

Treatment Plant Numbers – 6.35 Million Gallons. (Approx. 205,000 Gal / Day)

Other Activities –

Checking WWTP Construction Progress W/ Engineers.

Hauling Sludge.

Jetted mainline to State Farm (Grease)

Office Organization & Cleanup.

Removed Breakers Pump for repairs.

Yearly BOD #'s to Bill Kostich for energy consultant / VFD's Blowers.

Breakers pump to Vancouver for Repairs

Graveled Around Main Lift Station.

Cleaned Diffuser Heads in North Digester.

Main Computer Backup Weekly.

Monthly Fire Extinguisher Checkups.

Cleaned Digester for contractor.

BMI Checked all Plant & Lift Station Backflow Devices.

Removed Backflow Device from Blower Room. (not needed.)

Hooked Up 3rd Street Drain Pump.

City of Long Beach Activities Report

December 2019

Water Dept.

Call Outs - 1 (Water Leak 120th w.)

Meetings - 10 (2) Staff / (1) Contractor USFW Project / (1) Operators WTP / (2) Admin. / (1) Contractor 67th project / (1) Evergreen Rural Apprenticeship / Evergreen Rural Circuit Rider Power WWTP / Evaluations

Safety Meetings - 1 (All Safety Review.)

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 / Evaluations.

Customer Service - 5

Locates - 12

Emergency Locates – 0

Re-reads - 14

Install New Meters - 4 (USFW, 3rd st s, 5th st n, 102nd .)

Meter Reinstall – 0

New Service Investigations – 4

Valve Investigation - 1

New Service Prep – 4

Valve Can Raising - 0

Meter Removal – 0

Meter Repairs - 8

Hydrant / Stand Pipe Maint. – 0

Shut Off's - 8

Emergency Shut Offs – 0

Turn On's - 4

Res. Checking - 4

Res. Maint. – 0

Leak Repairs - 2 (120th, 41st s.)

Leak Investigations - 2

Equipment Cleanup - 7

System Samples - Weekly entire system.

Samples to Lab - 2

Training - None.

Treatment Plant Numbers - 12,371,000 Gallons. (Approx, 399,100 Gal. / Day)

Other Activities –

Reading Meters. (Seaview.)

Replacing Remote Read Meters.

2020 Construction Calendar.

Drain Pump to 3rd Street Station.

Storm Cleanup.

Festival Setup (Fireworks Barrier New Years.)

Wellness Lunch.

Organized Brass & Parts rooms.

Scheduled Training for 2020.

Installing Blocks 3rd st. Dump Station.

Hauling Sand 3rd st. dump station.

Checking Overflows at Reservoirs.

2019 Shop Inventory.

Stocking Parts.

Removed Old Water Service at New PD Project.

Installing New Service 3rd st. Dump Station.

Patched Road Cuts.

Crew Evaluations.

Mapping Updates.

Town Cleanup. (Trash)

Parks - Streets - Storm Water Dec Monthly Report

Monthly

Safety Meetings

Bi-Monthly

Staff Meetings

Fridays

Street Sweeping

Backpack blowing of sidewalks and brick parks

Boardwalk and dune trail maintenance

Thursdays

Boardwalk and Dune trail

Daily

Restroom maintenance

Garbage maintenance

Festivals / Events /set up and tear down

1. Maintaining all the Christmas decorations
2. Building new dugouts Culbertson park
3. Cold patch pot hole maintenance
4. Boardwalk lights and screws
5. Employee evaluations

6. Dug out the storm water drainage outfalls
7. Installed a light at the 5th street fountain pond
8. Plunged and scraped around the downtown planters
9. Painting Stanley field restrooms
10. Removed sprinklers and shrubs at Coulter park for the new police station
11. Fireworks barrier for New Years show

Long Beach Police

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Long Beach, WA 98631

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Phone 360-642-2911
Fax 360-642-5273

To: Mayor Phillips and Long Beach City Council
To: Mayor Forner and Ilwaco City Council

From: Chief Flint R. Wright

Ref: Annual Report for 2019

During the Year the Long Beach Police Department handled the following cases and calls:

Long Beach

Ilwaco

6,327 Total Incidents

3,548 Total Incidents

52 Aid Call Assists	11 Aid Call Assists
75 Alarms	31 Alarms
80 Animal Complaints	54 Animal Complaints
58 Assaults	54 Assaults
953 Assists	386 Assists
14 Burglaries	3 Burglaries
199 Disturbance	123 Disturbance
35 Drug Inv.	16 Drug Inv.
31 Fire Call Assists	16 Fire Call Assists
1319 Follow Up	868 Follow Up
161 Found/Lost Property	22 Found/Lost Property
91 Harassment	53 Harassment
29 Malicious Mischief	13 Malicious Mischief
4 MIP - Alcohol	0 MIP - Alcohol
0 MIP - Tobacco	0 MIP - Tobacco
17 Missing Persons	7 Missing Persons
32 Prowler	12 Prowler
3 Runaway	11 Runaway
1507 Security Checks	1025 Security Checks
272 Suspicious	100 Suspicious
103 Thefts	41 Thefts
60 Traffic Accidents	25 Traffic Accidents
190 Traffic Complaints	49 Traffic Complaints
104 Traffic Tickets	66 Traffic Tickets
639 Traffic Warnings	392 Traffic Warnings
88 Trespass	39 Trespass

50 Warrant Contacts
161 Welfare Checks

33 Warrant Contacts
98 Welfare Checks

ILW	3,548
LB	6,327

Annual Report for 2019

