



AGENDA – Monday, February 4, 2019

6:30 p.m. Workshop

7:00 p.m. City Council Meeting
Long Beach City Hall
115 Bolstad Avenue West

6:30 WORKSHOP

WS 19-02	Ilwaco Police Contract – TAB A
WS 19-03	Veteran's Housing Discussion – TAB B

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

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

PUBLIC COMMENT

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

CONSENT AGENDA – TAB C

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 22, 2019 City Council Meeting
- Payment Approval List for Warrant Resisters 58363-58392 & 84655-84730 for \$208,270.45

BUSINESS

- **AB 19-04 – Region 3 Mutual Aid Agreement – TAB D**
- **AB 19-05 – Bid Award for Biosolids Treatment Facility Composting System Components- TAB E**

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB F

- **Sales Tax Collections**
- **Lodging Tax Collections**
- **Report and Decision on CUP 2018-06**
- **Report and Decision on CUP 2018-07**

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 19, 2019, March 4, 2019 & March 18, 2019

ADJOURNMENT

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

TAB - A



**CITY COUNCIL
WORKSHOP BILL**

WS 19-02

Meeting Date: February 4, 2019

AGENDA ITEM INFORMATION

SUBJECT: Ilwaco Police Contract	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	FW
	Streets/Parks/Drainage Supervisor	
COST:	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Update on the Police Contract. The current contract has expired and the new contract has a few minor changes suggested. Ilwaco has a copy and Long Beach Staff will attend a meeting with them February 11, 2019.		

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.

AGREEMENT

LAW ENFORCEMENT SERVICES

THIS AGREEMENT, by and between the City of Long Beach, a legal political subdivision and municipal corporation of the State of Washington, hereinafter referred to as the "CITY", and the City of Ilwaco, a legal political subdivision and municipal corporation of the State of Washington, hereinafter referred to as the "CONTRACTOR". The purpose of this agreement is as follows:

1. To allow the CONTRACTOR to utilize CITY general fund law enforcement personnel in lieu of maintaining, operating and funding a municipal police department.
2. To adequately compensate the CITY by the CONTRACTOR for providing such services.

WITNESSETH

WHEREAS, the CONTRACTOR is desirous of contracting with the CITY for the hereinafter described law enforcement services provided for and by the CITY Police Department; and

WHEREAS, the CITY is agreeable to providing such facilities and rendering such services on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. The CITY agrees to provide law enforcement services for the CONTRACTOR. Such services will encompass the duties and functions of the type coming within the jurisdiction of and customarily rendered by the CITY Police Department and the CONTRACTOR'S Police Department under the laws of the State of Washington.

The protection provided by the CITY to the CONTRACTOR shall include but not be limited to the following:

1. 24-hour complaint response.

2. Night patrols through the entire city at least twice each night.
3. There shall be submitted to the appropriate Council Person a monthly activity report of complaints generated within the city, which shall include the actions taken, citations written, complaints, and follow-up time.
4. The CONTRACTOR agrees that some of the information provided in said report are of a sensitive nature and cannot be released prior to completion of adjudication by appropriate courts.
5. A representative of the Police Department will attend one Council meeting per month to answer questions and explain procedures.
6. The CONTRACTOR agrees to assign a liaison from their governing body for contact with the Chief of Police for handling suggestions and complaints.
7. The CITY agrees to enforcement of Washington State laws encompassing scope of authority under RCW 9 and 9A, RCW 46, RCW 69, RCW 70, RCW 77, RCW 59 and applicable City of Ilwaco Ordinances.

II. The CITY Mayor shall be the Administrator of this Agreement. The rendition of such services, the standards of performance, the discipline of officers and employees and other matters of incident to the providing of services and performance of such services, and the control of personnel so employed shall remain with the CITY. In the event a dispute arises between the parties as to the extent of duties and functions to be rendered hereunder or the minimum level or manner of performance of such services, the CITY Mayor shall resolve the dispute and his decision shall be final and conclusive as between the parties herein.

III. The CITY shall furnish and supply all necessary personnel, supervision, equipment, communication facilities and supplies utilized by the CITY Police Department to maintain the level of service to be rendered hereunder. Furthermore, the CITY shall pay all salaries, employee benefits and other costs in connection therewith.

IV. The CONTRACTOR shall reimburse the CITY \$261,458 (Two Hundred Sixty-One Thousand Four Hundred Fifty-Eight and no/100 dollars) per year for performing services herein. Payment by the CONTRACTOR to the CITY shall be made in twelve (12) equal payments of \$21,788.17 per month for each month during the term of this Agreement. Payment shall be remitted to the CITY no later than the 10th day of each month. Said total amount paid by the CONTRACTOR to the CITY may be adjusted upward annually (at the beginning of each calendar year) a maximum of 4% (four percent) per year to reflect operating costs.

Commented [DG1]: Dollar amount adjusted to what is currently in Long Beach Budget. Ilwaco has a number roughly \$10,000 less.

V. Unless sooner terminated as provided for herein, this Agreement shall be effective from January 1, 2019 through December 31, 2021, dates inclusive. Notwithstanding the provisions of the paragraph hereinbefore set forth, either party may terminate this Agreement upon notice in writing to the other party of not less than 365 (three hundred sixty-five) days prior to the intended termination.

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Commented [DG2]: This language was changed from a 90 day termination notice. 90 days would not be fair for either party.

VI. The parties agree that there is currently no real or personal property jointly owned by the parties hereto. Furthermore, the parties agree that it is unlikely that in the performance of this Agreement property shall be so jointly held; however, both parties recognize that should a

situation develop where property will need to be held jointly by both entities, an amendment to this Agreement will be necessary to comply with RCW 39.34.030(4)(b).

VII. The parties further agree that the Indemnification/Hold Harmless Agreement marked Addendum A is hereby acknowledged by all parties as being a part of this Law Enforcement Services Agreement and is made a part thereof by reference.

VIII. This contract is based on current circumstances and staffing. If the parties, at any time, wish to modify the agreement to meet differing circumstances, a simple addendum to this contract signed by both Mayors will suffice.

Formatted: Underline

Commented [DG3]: New Section to allow for mid contract changes, such as new officer or other unforeseen events.

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IN WITNESS WHEREOF, the CONTRACTOR, by action of its City Council this ___ day of _____, 20___, caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the CITY, by action of its City Council this ___ day of _____, 20___, caused this Agreement to be signed by its Mayor and attested to by its Clerk.

Mayor, City of Ilwaco

Mayor, City of Long Beach

ATTEST:

ATTEST:

Clerk of the City of Ilwaco

Clerk of the City of Long Beach

Long Beach Police Summary

		2015	2016	2017	2018
1	Ilwaco Incidents	5,124	5,636	3,448	2,759
2	Long Beach Incidents	8,390	8,912	7,118	5,665
3		13,514	14,548	10,566	8,424
4					
5	Ilwaco Percent	37.92%	38.74%	32.63%	32.75%
6	Long Beach Percent	62.08%	61.26%	67.37%	67.25%
7					
8	Long Beach PD Budget	\$ 922,915	\$ 950,818	\$ 998,774	\$ 1,008,925
9	Ilwaco Payment	\$ 214,000	\$ 222,820	\$ 241,733	\$ 251,402
10	Ilwaco cost as percent of budget	\$ 349,935	\$ 368,354	\$ 325,930	\$ 330,440
11					
12	Difference Between Ilwaco Actual and Percent	\$ 135,935	\$ 145,534	\$ 84,197	\$ 79,038
13					
14	Ilwaco General Fund Budget		\$ 1,202,092	\$ 995,563	\$ 889,722
15	Law Enforcement - Percent of General Fund		18.54%	24.28%	28.26%
16					
17	Long Beach General Fund Budget		\$ 1,851,022	\$ 1,518,002	\$ 1,553,285
18	Law Enforcement - Percent of General Fund		37.82%	47.30%	47.13%
19					
20	<u>Additional Considerations and examples:</u>				
21	Big users of the service: Ilwaco High School, Ilwaco Middle School, Port, Beacon RV.				
22	Murder Case in Ilwaco - Overtime and expenses the city didn't ask for reimbursement.				
23					
24	Not the quantity of calls, but the types of calls to compare.				
25					
26	No Charge for extras, such as traffic control for: Fireworks at the Port, Crab Pot Tree Lighting, Triathlon, Loyalty				
27	Day Parade.				
28					
29					
30	Similar Coverage:				
31	Response time and case backlog compared to Sheriff.				

TAB - B



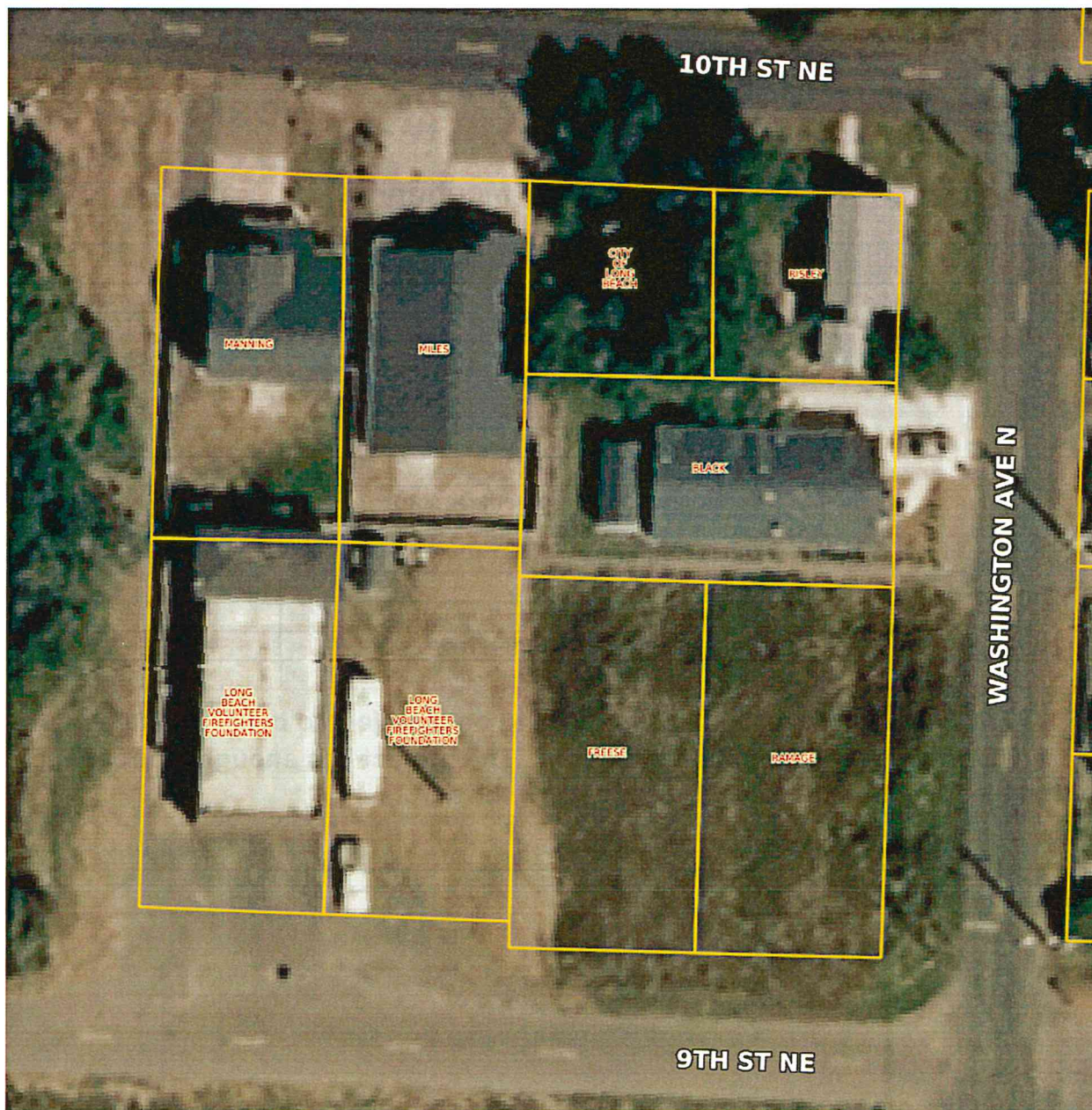
**CITY COUNCIL
WORKSHOP BILL**

WS 19-03

Meeting Date: February 4, 2019

AGENDA ITEM INFORMATION		
SUBJECT: Veteran's Housing discussion	<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: Unknown		
SUMMARY STATEMENT: Mayor Phillips is working on a project to build a home, possibly transitional, for a United States Veteran. The project has enough interest and promise that the city council needs to be aware of the status.		

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TAB - C

LONG BEACH CITY COUNCIL MEETING

January 22, 2019

6:30 COUNCIL WORKSHOP

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

WS 19-01- Bolstad Restrooms

- David Glasson, City Administrator, presented the workshop bill.
-Status update on the Bolstad Restrooms renovation.
- **No decisions or motions were made at this time.**
- The Mayor adjourned the workshop at 6:56 p.m.

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

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

ROLL CALL

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

PUBLIC COMMENT

Linda and Tom Wood requested the city continue their fireworks display this year and not do their show next year, allowing an opportunity for the city to advertise the changes.

CONSENT AGENDA

Minutes, January 7, 2019 City Council Meeting

Payment Approval List for Warrant Registers 58328-58362 & 84584-84654 for \$524,008.34

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

BUSINESS

AB 19-02– Bid Award for Biosolids Treatment Facility Dewatering Screw Press

David Glasson, City Administrator, presented the Agenda Bill. The bid for the screw press closed on Wednesday, December 12th. There was only one bidder and it is the engineer's recommendation to award that bid to FKC.

C. Linhart made the motion to authorize the Mayor to accept the bid from FKC and purchase the Dewatering Screw Press as part of the Regional Biosolids Treatment Facility. C. Cline seconded the motion; 4 Ayes; 1 Absent, motion passed.

AB 19-03– Fee Waiver for the Army Corps of Engineers Facility Rental

David Glasson, City Administrator, presented the Agenda Bill. The USACE has requested that the Council waive the rental fee for the Train Depot so that they can host a course regarding Army permits and processes. The date of the course is March 15, 2019. The course is free and available to those that have an interest in this process.

C. Linhart made the motion to approve the request and waive all fees associated with the rental. C. Murry seconded the motion; 4 Ayes; 1 Absent, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Thank You Letter
- Wastewater Department Report for December 2018
- Water Department Report for December 2018
- What's Up with Weeds Workshop
- Port of Peninsula Grant Application

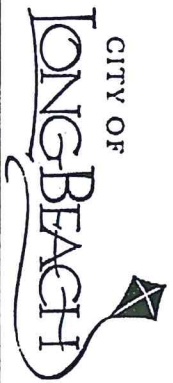
ADJOURNMENT

The Mayor adjourned the meeting at 7:16 p.m.

/ Mayor

ATTEST:

City Clerk



Warrant Register

Check Periods: 2019 - January - Second

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

Amount	Clearing Date	First Date	Name	Council Member	Council Member	Council Member	Clerk/Treasurer
\$311.89	1/18/2019	1/18/2019	Bell, Helen S				
\$1,937.41	1/18/2019	1/18/2019	Binion, Jacob				
\$1,735.26	1/22/2019	1/18/2019	Booi, Kristopher A				
\$1,546.38	1/22/2019	1/18/2019	Gilbertson, Bradley K				
\$1,767.67	1/23/2019	1/18/2019	Goulter, John R.				
\$1,646.78	1/22/2019	1/18/2019	Huff, Timothy M.				
\$1,401.59	1/22/2019	1/18/2019	Kemmer, Larry L				
\$1,446.17	1/23/2019	1/18/2019	Miller, Matt W				
\$2,780.36	1/23/2019	1/18/2019	Padgett, Timothy J				
\$2,285.71	1/23/2019	1/18/2019	Wright, Flint R				
\$1,906.78	1/22/2019	1/18/2019	Zuern, Donald D.				
\$1,585.64	1/22/2019	1/18/2019	Lueth, Paul J				
\$2,373.88	1/22/2019	1/18/2019	Wood, Matthew T				
\$1,040.71	1/22/2019	1/18/2019	Mortenson, Tim				
\$426.65	1/22/2019	1/18/2019	Persell, Whitney J				
\$12,190.88	1/22/2019	1/22/2019	AFLAC				
\$7,983.26	1/22/2019	1/22/2019	City of Long Beach - Fica				
\$1,697.21	1/22/2019	1/22/2019	City of Long Beach - FWH				
\$14,950.25	1/22/2019	1/22/2019	Dept of Labor & Industries				
\$2,766.00	1/22/2019	1/22/2019	Dept of Retirement Systems				
\$202.81	1/22/2019	1/22/2019	Dept of Retirement Systems Def Comp				
\$675.00	1/22/2019	1/22/2019	Employment Security Dept				
\$173.00	1/22/2019	1/22/2019	Massmutual Retirement Services				
\$756.38	1/22/2019	1/22/2019	Teamsters Local #58				
\$905.80	1/22/2019	1/22/2019	City of Long Beach - Fica				
\$267.36	1/22/2019	1/22/2019	City of Long Beach - FWH				
\$12.52	1/22/2019	1/22/2019	Dept of Retirement Systems				
\$28,374.24	1/22/2019	1/22/2019	Employment Security Dept				
			Association of WA Cities				

Execution Time: 48 second(s)

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Register

Page 1 of 3

Number	Name	Print Date	Closing Date	Amount
84655	At&T Mobility	1/22/2019	1/28/2019	\$58.24
84656	Dept of Ecology	1/22/2019		\$30.00
84657	Falcon's Crest Inc	1/22/2019	1/25/2019	\$600.00
84658	Myers, Ragan	1/22/2019	1/23/2019	\$366.88
84659	Pacific County Auditor	1/22/2019		\$37.00
84660	TIAA Bank	1/22/2019		\$227.97
84661	Washington State Fire Fighters' Association	1/22/2019		\$90.00
84662	Nagy, Brandon	1/22/2019	1/23/2019	\$25.00
84663	Aiken, James	1/23/2019		\$12.50
84664	Bageant, John	1/23/2019		\$62.50
84665	LaFontaine, Patrick	1/23/2019	1/25/2019	\$128.00
84666	Miller, Matt	1/23/2019	1/28/2019	\$374.44
84667	Noonan, Jennifer	1/23/2019		\$12.50
84668	Phillips, John	1/23/2019		\$25.00
84669	Williams, David	1/23/2019		\$386.94
84670	Wright, Travis	1/23/2019		\$103.00
84671	CenturyLink	1/25/2019	1/28/2019	\$341.81
84672	Hach Company	1/25/2019		\$752.41
84673	Melting, Casey	1/25/2019	1/25/2019	\$195.24
84674	Oregon Festival & Events Association	1/25/2019		\$125.00
84675	Bageant, John	1/30/2019		\$23.89
84676	Brown, Cody	1/30/2019		\$11.94
84677	Custer, Kimberlee	1/30/2019		\$23.89
84678	Jewell, Kyle	1/30/2019		\$23.89
84679	LaFontaine, Patrick	1/30/2019		\$11.94
84680	Lopez, Daniel	1/30/2019		\$11.94
84681	Miller, Matt	1/30/2019		\$23.89
84682	Nagy, Brandon	1/30/2019		\$23.89
84683	Noonan, Jennifer	1/30/2019		\$47.78
84684	Williams, David	1/30/2019		\$190.00
84687	All Safe Mini Storage	1/30/2019		\$25.00
84688	ALS Group USA, Corp.	1/30/2019		\$103.92
84689	Alco-American Linen Div.	1/30/2019		\$69.56
84690	Arts Auto Parts Inc.	1/30/2019		\$1,257.96
84691	Astoria Janitor & Paper Supply	1/30/2019		\$218.77
84692	Bostec Inc.	1/30/2019		\$960.00
84693	BSK Associates	1/30/2019		\$328.42
84694	Ced - Consolidated	1/30/2019		\$769.52
84695	Columbia Ford, Inc.	1/30/2019		\$90.59
84696	Corral Drive In	1/30/2019		\$400.00
84697	Department Of Enterprise Services	1/30/2019		\$2,783.30
84698	Department of Health	1/30/2019		\$36.00
84699	Department of Licensing - Firearms Section	1/30/2019		\$38.60
84700	Elyson, Sue	1/30/2019		\$311.94
84701	Environmental Resource Associates	1/30/2019		

<u>Reference</u>	<u>Name</u>	<u>Post Date</u>	<u>Clearing Date</u>	<u>Amount</u>
84702	Erik J Fagerland & Assoc, Inc.	1/30/2019		\$1,156.62
84703	Evergreen Rural Water of WA	1/30/2019		\$450.00
84704	Evergreen Septic Pumping LLC	1/30/2019		\$729.68
84705	Galls, LLC	1/30/2019		\$182.87
84706	Gray & Osborne	1/30/2019		\$47,576.32
84707	Gray, Karen	1/30/2019		\$65.98
84708	H. D. FOWLER	1/30/2019		\$15,978.41
84709	Hedges, Jan Lem	1/30/2019		\$898.07
84710	International Code Council, Inc.	1/30/2019		\$135.00
84711	L.N. Curtis & Sons	1/30/2019		\$125.63
84712	Lawson Products, Inc.	1/30/2019		\$458.91
84713	MAC TOOLS	1/30/2019		\$259.90
84714	Master Meter, Inc.	1/30/2019		\$1,200.00
84715	Measure-Tech, Inc.	1/30/2019		\$977.23
84716	Municipal Emergency Services Depository Account	1/30/2019		\$481.22
84717	Ocean Beach Hospital	1/30/2019		\$20.50
84718	Pacific County Sheriffs	1/30/2019		\$815.00
84719	Petek, Thomas C. Ph.D.	1/30/2019		\$300.00
84720	Postmaster	1/30/2019		\$506.00
84721	Pro Force Law Enforcement	1/30/2019		\$2,505.00
84722	Public Utility District 2	1/30/2019		\$10,879.27
84723	Scott Harmer, Attorney at Law	1/30/2019		\$380.00
84724	Snap-ON Tools	1/30/2019		\$38.28
84725	Suez WTS Analytical Instrument, Inc	1/30/2019		\$5,044.00
84726	Unum Life Insurance	1/30/2019		\$39.90
84727	Verizon Wireless	1/30/2019		\$668.91
84728	WA Assoc of Sheriffs & Police Chiefs	1/30/2019		\$120.00
84729	Wadsworth Electric	1/30/2019		\$7,256.04
84730	Wilcox & Fiegel Oil Co.	1/30/2019		\$516.72
	Total			\$208,270.45
	Grand Total			\$208,270.45

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 19-05**

Meeting Date: February 4, 2019

AGENDA ITEM INFORMATION

SUBJECT: In-Vessel Composting System Components Bid Award	Originator:	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$905,548.00	Water/Wastewater Supervisor	
	Other:	
SUMMARY STATEMENT: The bid for the screw press closed on Thursday, January 3 rd . There was only one bidder and it is the engineer's recommendation to award that bid to ECS, the recommendation letter is included in the packet.		
RECOMMENDED ACTION: <i>Authorize the Mayor to accept the bid from ECS and purchase the "In-Vessel Composting System Components" as part of the Regional Biosolids Treatment Facility.</i>		



January 11, 2019

Mr. David Glasson
City Administrator
City of Long Beach
P.O. Box 310
Long Beach, Washington 98631

SUBJECT: REVIEW OF BIDS, REGIONAL BIOSOLIDS TREATMENT
FACILITY IN-VESSEL COMPOSTING SYSTEM COMPONENTS
PROCUREMENT
CITY OF LONG BEACH, PACIFIC COUNTY, WASHINGTON
G&O #18522.00

Dear Mr. Glasson:

On January 3, 2019, the City of Long Beach received one bid for the Regional Biosolids Treatment Facility In-Vessel Composting System Components Procurement. The proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. The bidder and respective bid amount, including sales tax where applicable, is as follows:

1. Engineered Compost Systems (ECS) (Seattle, Washington)\$905,548.00

The low responsive bidder, Engineered Compost Systems (ECS) of Seattle, Washington, is currently a Washington State registered and licensed contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the low bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the low bidder, Engineered Compost Systems (ECS) of Seattle, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist is attached for the City's file.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Engineered Compost Systems (ECS)
4220 24th Avenue West
Seattle, Washington 98199



Mr. David Glasson
January 11, 2019
Page 2

Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.

A handwritten signature in black ink, appearing to read 'Nancy Lockett'. The signature is fluid and cursive, with the first name 'Nancy' and last name 'Lockett' clearly distinguishable.

Nancy Lockett, P.E.

NEL/hh
Encl.

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information	
Owner/Project Name:	Project Number:
City of Long Beach / Regional Biosolids Treatment Facility	18522.00
Bidder's Business Name:	Bid Submittal Deadline:
Engineered Compost Systems (ECS)	1/3/2019
Contractor Registration	
https://secure.lni.wa.gov/verify/	
License Number:	Status:
N/A (Not a contractor)	Active: Yes <input type="checkbox"/> No <input type="checkbox"/>
Effective Date (must be effective on or before Bid Submittal Deadline):	Expiration Date:
N/A	N/A
Current UBI Number	
http://dor.wa.gov/BRD/	
UBI Number:	Account:
602-068-406	Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Industrial Insurance Coverage/Worker Compensation	
https://secure.lni.wa.gov/verify/	
Account Number:	Account Current:
501,998-03	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Employment Security Department Number	
Employment Security Department Number:	
453791-00-2	
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input type="checkbox"/> 	
State Excise Tax Registration Number	
http://dor.wa.gov/BRD/	
Tax Registration Number:	Account:
602-068-406	Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>
Certification of Compliance with Wage Payment Statutes Clause Signed	
(See Proposal Signature Page or Signed Certification Form) Yes <input type="checkbox"/> No <input type="checkbox"/>	
Not Disqualified from Bidding	
http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/default.asp	
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Excluded Parties Listing System (Federal Funded Projects)	
http://www.sam.gov	
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Checked by:	
Name:	Date:
Morgan Knighton, P.E.	1/11/2019

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 19-04**

Meeting Date: January 22, 2019

AGENDA ITEM INFORMATION

SUBJECT: <i>Department of Natural Resources Radio Agreement</i>	<i>Originator:</i>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	MB
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
	Other:	
COST: N/A		

SUMMARY STATEMENT: *The Washington State Department of Natural Resources maintains a statewide radio network to aid in the coordination for responses such as Wildfires. This agreement allows local communities that either need assistance or provide assistance to provide better communication among all responding agencies.*

RECOMMENDED ACTION: *Authorize Mayor Phillips to sign the agreement.*

Region 3 Mutual Aid Agreement ***Omnibus Agreement***

This OMNIBUS AGREEMENT is made and entered into by the undersigned counties, cities, tribes, political subdivisions, and state institutions of higher education located in or contiguous with the Washington State Homeland Security Region 3 counties of Grays Harbor, Lewis, Mason, Pacific, and Thurston – hereafter referred to as “Members” - to enable them to provide assistance to each other as requested.

WHEREAS, the Members have expressed a mutual interest in the establishment of an Omnibus Agreement to facilitate and encourage assistance among Members to this agreement; and

WHEREAS, in the event of an emergency, a Member to this Omnibus Agreement may need assistance in the form of supplemental personnel, equipment, materials or other support; and

WHEREAS, each Member may own and maintain equipment, stock materials and employ trained personnel for a variety of public services and shall, under certain conditions, lend its supplies, equipment and services to other Members in the event of an emergency; and

WHEREAS, the proximity of the Members to each other enables them to provide expedited assistance to each other.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, each undersigned Member agrees as follows:

Article 1 - APPLICABILITY

This Omnibus Agreement is available for execution to all counties, cities, tribes, other political subdivisions, and state institutions of higher education located within, or contiguous with, the counties mentioned above. Execution of this Omnibus Agreement shall occur when the Member signs an identical version of this Omnibus Agreement.

Article 2 - DEFINITIONS

- A. Asset means anything that has value to the organization. Assets are defined, but not limited to, any function or department, including, but not limited to Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- B. Assistance means employees, services, equipment, materials, or supplies offered during incidents, emergencies or disasters by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services when such service has been disrupted by acts of the elements, equipment malfunctions, accidents, terrorism/sabotage and other occurrences where assistance from other Members is necessary or advisable, as

mutually determined by the lending Member and requesting Member. Assistance may also be offered to support training, drills and exercises.

- C. Assistance Costs means any expenses that extend beyond the first eight (8) hours (usual and customary costs) incurred by the Lender in providing any asset requested. After eight (8) hours, the borrower incurs all costs associated with the borrowed asset(s). For this Agreement, the computation of time begins when the lending agency agrees to provide resources by mobilizing the same. Further agreements regarding costs are addressed herein in Article 11, "Payment for Services and Assistance".
- D. Borrower means a member county, city, tribe, other political subdivision, or state institution of higher education that has adopted, signed and subscribes to this Omnibus Agreement and has made a request for Emergency Assistance and has received commitment(s) to deliver Emergency Assistance pursuant to the terms of this Omnibus Agreement.
- E. Contact Person(s) means the person or persons designated by each Member to request Emergency Assistance from or grant Emergency Assistance to another Member pursuant to the terms of this Omnibus Agreement.
- F. Counterparts: This Agreement may be executed in counterparts and by facsimile signature with the same force and effect as if all original signatures were set forth in a single document. The Regional Lead Coordinating Agency shall maintain an original and/or a copy of each signature sheet for each participant.
- G. Designated representative shall be identified and designated by each Member to serve as the representative of their respective Member in any meeting to work out the language or implementation issues of this Omnibus Agreement.
- H. Emergency includes, but is not limited to, any human-caused or natural event or circumstance within the area of operation of any participating Member causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of any affected Member or Members, in terms of personnel, equipment and facilities, thereby requiring assistance.
- I. Emergency Contact Information Form is the form to be submitted to the Regional Lead Coordinating Agency and Designated Representative by each Member listing names, addresses, and 24 hour phone numbers of the Contact Person(s) of each Member. Alternatively, the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Contact Person(s) is acceptable.
- J. Event refers to an incident, emergency, disaster, training, drill or exercise which causes a Borrower to request assistance from a Lender under this Omnibus Agreement.

- K. Execution means an action, whereupon the occurrence of which comes after a Member has followed an approved legal process.
- L. Institution of higher education means a state university, regional university, The Evergreen State College, community college, or technical college authorized under Title 28B RCW of the State of Washington, Higher Education.
- M. Lender means a Member who has subscribed to this Omnibus Agreement and has agreed to deliver assistance to another Member pursuant to the terms and conditions of this Omnibus Agreement.
- N. Omnibus Agreement means identical agreements executed in counterparts, which bind the executing Member to its terms and conditions to provide and receive assistance. The terms and conditions of the Omnibus Agreements are all identical and the execution of an Omnibus Agreement by a Member binds that Member to all other Members who have executed an identical Omnibus Agreement in counterparts. To be effective for purposes of receiving assistance, this Omnibus Agreement must be fully executed and received by the Subscribing Member's Designated Representative.
- O. Member as a term used in this Agreement refers to any function, agency, department, county or city government and their departments and agencies, tribes, other political subdivisions, and state institutions of higher education, including, but not limited to, Law Enforcement, Fire Service, Public Works, Health Services, Social Services, Building Officials, Engineers, Information Services, Adult Detention, and Craft or Tradesmen.
- P. Political Subdivision includes, but is not limited to, any county, city or town, tribe, fire district, port, public utility district, or school district.
- Q. Repository Agency is the Regional Lead Coordinating Agency, or Thurston County, in the absence of a regional organization. This agency shall maintain records, lists, etc. relative to this Omnibus Agreement.
- R. Termination Date is the date upon which this Agreement terminates pursuant to Article 29, herein.

Article 3 - PARTICIPATION

Participation in this Omnibus Agreement is purely voluntary. Execution of this Agreement is therefore not legally binding on a Member until the Member agrees to become a lender or borrower in accordance with its terms. Once this Omnibus Agreement is executed, Members are obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this

Omnibus Agreement, except to make payment if applicable, as specified in Article 11 of this Omnibus Agreement. However, Members who execute the Omnibus Agreement are encouraged to:

- A. Ensure that other Members have their organization's most current Emergency Contact Information, and possess a good understanding about how to request assistance under this Agreement.
- B. Participate in scheduled meetings, coordinate training, as well as plan for operations and implementation issues to the extent possible.
- C. Operate under the principles of the National Incident Management System (NIMS) and the Incident Command System (ICS).

Article 4 - ROLE OF DESIGNATED REPRESENTATIVE OF MEMBERS

Members agree to identify a Designated Representative who shall serve on behalf of their respective Member to clarify language or implementation issues of this Omnibus Agreement.

The Designated Representative of each Member shall:

- A. Participate in any meetings convened on the implementation of this Omnibus Agreement.
- B. Obtain and communicate to relevant Member departments the discussion items and decisions of the meeting, as they bear on interoperability among Members.
- C. Maintain a copy of this Omnibus Agreement (including amendments) and a list of the Members. The Designated Representative of the Regional Lead Coordinating Agency shall maintain a master copy of the agreement and accompanying original Member signature pages.
- D. The Designated Representative of the Regional Lead Coordinating Agency shall ensure that each Member has a copy of the signature page of newly executed Omnibus Agreement(s).
- E. The Designated Representative of the Regional Lead Coordinating Agency shall provide each Member with copies of the Emergency Contact Information Forms provided by the other Members. The Designated Representative of each Member shall ensure that the Regional Lead Coordinating Agency has current Emergency Contact Information for their respective Member.
- F. The Designated Representative of each Member shall notify the Lead Coordinating Agency in writing upon their Member's termination of participation in this Omnibus Agreement. In turn, the Designated Representative of the Regional Lead Coordinating Agency shall notify all Members whenever a Member terminates its participation in this Omnibus Agreement.

- G. Maintain and distribute checklists to assist Members in the planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 5 - REQUESTS FOR ASSISTANCE

A Member may request assistance of other participating Members in preventing, mitigating, responding to and recovering from incidents, emergencies, disasters, or in concert with drills or exercises. Requests for assistance shall be directed to the designated contact person(s) on the contact list provided by the Members. Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days. The extent to which the Lender provides any assistance shall be at the Lender's sole discretion. In the event the emergency impacts a large geographical area that activates either Federal or State emergency laws, this Agreement shall remain in effect until or unless this Agreement conflicts with such Federal and State laws.

Article 6 - GENERAL NATURE OF ASSISTANCE

Assistance shall be in the form of resources, such as equipment, supplies, and personnel or the direct provision of services. The execution of the Omnibus Agreement shall not create any duty to respond on the part of any Member. A Member shall not be held liable to any other Member for failing to provide assistance. A Member has the absolute discretion to decline to provide any requested assistance and to withdraw resources it has provided at any time without incurring any liability. Resources are "borrowed", with reimbursement (if applicable) and terms of exchange varying with the type of resource as defined in Articles 7 and 8. The Members hereto recognize that time is critical during an emergency and diligent efforts shall be made to respond to a request for resources as rapidly as possible, including any notification(s) that requested resources are not available. A subscribing Member maintains the option of submitting a request for assistance directly to the State or Federal government or through any other mutual aid agreement or compact the Member agency is party to.

Article 7 - LOANS OF EQUIPMENT

At the sole discretion of the Lender, equipment may be made available upon request of a Member. Equipment and tool loans are subject to the following conditions:

- A. Assets and equipment of a Lender shall continue under the command and control of the Lender, but shall be under the operational control of the appropriate officials within the incident management system of the Borrower.
- B. At the option of the Lender, loaned equipment may be loaned with an operator. See Article 8 for terms and conditions applicable to use of borrowed personnel.
- C. Loaned equipment shall be returned to the Lender upon release by the Borrower, or immediately upon the Borrower's receipt of an oral or written notice from the Lender for the return of the equipment. When notified to return equipment to a Lender, the Borrower shall make every effort to return the equipment to the Lender's possession within 24 hours following notification.

- D. Borrower shall, at its own expense, provide consumable supplies needed to operate equipment unless mutually agreed upon otherwise. The Borrower shall take proper precaution in its operation, storage and maintenance of Lender's equipment. Members are responsible to ensure that Equipment shall be used only by properly trained and supervised operators. Lender shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its fitness for particular purpose.
- E. Lender's cost related to the transportation, handling, and loading/unloading of equipment shall be borne by the Borrower unless mutually agreed upon otherwise. Lender shall provide copies of invoices for such charges where provided by outside sources and shall provide hourly accounting of charges for Lender's employees who perform such services.
- F. Without prejudice to a Lender's right to indemnification under Article 12, in the event loaned equipment is lost or damaged while being dispatched to Borrower, or while in the custody and use of the Borrower, or while being returned to the Lender, Borrower shall reimburse the Lender for the reasonable cost of repairing said damaged equipment. If the equipment cannot be repaired within a time period indicated by the Lender, then Borrower shall reimburse Lender for the cost of replacing such equipment with equipment that is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of the Lender. If Lender must lease or rent a piece of equipment while the Lender's equipment is being repaired or replaced, Borrower shall reimburse Lender for such costs. Borrower shall have the right of subrogation for all claims against persons other than Members to this Omnibus Agreement who may be responsible in whole or in part for damage to the equipment. No Member shall be liable for damage caused by the sole negligence of another Member's operator(s).

Article 8 - LOANS OF PERSONNEL

Any Lender personnel providing assistance to Borrower shall remain under the command and control of the Lender, to include medical protocols, standard operating procedures and other protocols. The organizational units shall be under the operational control of the appropriate authorities within the incident management system of the Borrower. Lender shall not be liable for cessation or slowdown of work if Lender's employees decline or are reluctant to perform any assigned tasks if said employees judge such task to be unsafe. A request for loaned personnel to direct the activities of others during a particular response operation does not relieve the Borrower of any responsibility or create any liability on the part of the Lender for decisions and/or consequences of the Borrower's response operation. When supervisory personnel are loaned, the lender may make stipulations on the scope and duties of supervisory personnel loaned.

Any valid licenses, certifications, or other permits issued to Lender personnel by Lender or Lender's state, evidencing qualification in a professional, mechanical or other skill, may be recognized by the Borrower during the term of the event and for purposes related to the event. When notified to return personnel to a Lender, the Borrower shall make every effort to return the personnel to the Lender immediately after notification.

The Lender must ensure that loaned personnel have the ability, skill, and certification necessary to perform the work required and may be obliged to disclose the qualification(s) and training level of personnel identified to provide assistance.

The Members' Designated Representative shall develop planning details associated with being a Borrower or Lender under the terms of this Omnibus Agreement.

Article 9 - RECORD KEEPING

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by the Lender shall be recorded on a shift-by-shift basis by the Lender and/or the loaned employee(s) and shall be provided to the Borrower as needed. If no personnel are loaned, the Lender shall provide shipping records for materials and equipment, and the Borrower is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate to enable disaster reimbursement.

Article 10 - INDEPENDENT CONTRACTOR

Lender shall be and operate as an independent contractor of Borrower in the performance of any assistance. Employees of Lender shall, at all times while providing assistance, continue to be employees of Lender and shall not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender shall remain applicable to all of its employees who provide assistance. Lender shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Borrower shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Lender's employees. The costs associated with borrowed personnel are subject to the reimbursement process outlined in Article 11. In no event, shall Lender or its officers, employees, agents, or representatives be authorized (or represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of, or as agent for Borrower under or by virtue of this Omnibus Agreement.

Article 11 - PAYMENT FOR SERVICES AND ASSISTANCE

When a request for assistance is made, the Lender and Borrower will determine if reimbursement for services will be requested. Optimally, payment terms and conditions will be negotiated and agreed on at the time of the initial request, but if more time is necessary, any payment terms must be agreed upon within thirty (30) days of the request. In many cases, the Lender and Borrower will agree no reimbursement is necessary.

When reimbursement has been negotiated, the Borrower shall pay the Lender for all valid and invoiced Assistance Costs within sixty (60) days of receipt of the Lender's invoice. If this presents a hardship, the Borrower can make a request to the Lender to revise the payment timeframe. In the event Lender provides equipment, supplies or parts, the Lender shall have the option to accept payment of cash or in kind for the equipment, supplies or parts supplied.

Verbal requests shall be followed up with a written request as soon as practical or within thirty (30) days.

Article 12 - INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. **INDEMNIFICATION.** Except as provided in section B, to the fullest extent permitted by applicable law, the Borrower releases and shall indemnify, hold harmless and defend each Lender, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing assistance to the Borrower, whether arising before, during or after performance of the assistance and whether suffered by any of the Members or any other person or entity.

The Borrower agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Borrower, by mutual negotiation, hereby waives, as respects any indemnity only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington.

- B. **ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Member shall not be required under this Omnibus Agreement to indemnify, hold harmless and defend any other Member from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Member's officers, employees, or agents acting in bad faith or performing activities beyond the scope of their training or duties.
- C. **LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of assistance through this Omnibus Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each signatory to this Omnibus Agreement whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Omnibus Agreement.
- D. **DELAY/FAILURE TO RESPOND.** No Member shall be liable to another Member for, or be considered to be in breach of or default under this Omnibus Agreement on account of any delay in or failure to perform any obligation under this Omnibus Agreement, except to make payment as specified in this Omnibus Agreement.
- E. **DISPUTE RESOLUTION PROCEDURES.** Each Member seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify the Borrower of such claim and shall not settle such claim without the prior consent of Borrower, which consent shall not be unreasonably withheld. Such Member shall have the right to participate in the defense of said claim to the extent of its own interest. Member's personnel shall cooperate and participate in legal proceedings if so requested by the Borrower, and/or required by a court of competent jurisdiction.

Article 13 - SUBROGATION

- A. **BORROWER'S WAIVER.** Borrower expressly waives any rights of subrogation against the Lender, which it may have on account of, or in connection with, the Lender providing assistance to the Borrower under this Omnibus Agreement.
- B. **LENDER'S RESERVATION AND WAIVER.** Lender expressly reserves its right to subrogation against the Borrower to the extent the Lender incurs any self-insured, self-insured retention or deductible loss. The Lender expressly waives its rights to subrogation for all insured losses only to the extent the Lender's insurance policies permit such waiver.

Article 14 - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS

Lender's employees, officers or agents, made available to Borrower, shall remain the general employee of Lender while engaged in carrying out duties, functions or activities pursuant to this Omnibus Agreement, and each Member shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Member shall provide worker's compensation in compliance with statutory requirements of the State of Washington.

Article 15 - GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the events covered by this Omnibus Agreement. A Member and its employees providing assistance under this Agreement shall be entitled to all privileges and immunities from liability as are authorized by the Washington Emergency Management Act, Chapter 38.52 RCW and Federal law.

Article 16 - NO DEDICATION OF FACILITIES

No undertaking by one Member to the other Member under any provision of this Omnibus Agreement shall constitute a dedication of the facilities or assets of such Member, or any portion thereof, to the public or to the other Member. Nothing in this Omnibus Agreement shall be construed to give a Member any right of ownership, possession, use or control of the facilities or assets of the other Member.

Article 17 - NO PARTNERSHIP

This Omnibus Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Members or to impose any partnership obligation or liability upon any Member. Further, no Member shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Member.

Article 18 - NO THIRD MEMBER BENEFICIARY

Nothing in this Omnibus Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Members. This Omnibus Agreement shall not release or discharge any obligation or liability of any third party to any Member.

Article 19 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement, though prior agreements of the Members may take precedent over certain concepts outlined in this Agreement.

Article 20 - SUCCESSORS AND ASSIGNS

This Omnibus Agreement is not transferable or assignable, in whole or in part, and any Member may terminate its participation in this Omnibus Agreement subject to Article 29.

Article 21 - GOVERNING LAW

This Omnibus Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington.

Article 22 - VENUE

Any action which may arise out of this Omnibus Agreement shall be brought in the courts of the State of Washington.

Article 23 - TORT CLAIMS

It is not the intention of this Omnibus Agreement to remove from any of the Members any protection provided by any applicable Tort Claims Act. However, between Borrower and Lender, the Borrower retains full liability to the Lender for any claims brought against the Lender as described in other provisions of this Omnibus Agreement.

Article 24 - WAIVER OF RIGHTS

Any waiver at any time by any Member of its rights with respect to a default under this Omnibus Agreement, or with respect to any other matter arising in connection with this Omnibus Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Omnibus Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, shall not constitute or be deemed a waiver.

Article 25 - SEVERABILITY

Should a court of competent jurisdiction rule any portion, section or subsection of this Omnibus Agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection; and all remaining portions, sections or subsections shall remain in full force and effect.

Article 26 - NON EXCLUSIVENESS AND ADDITIONAL AGREEMENTS

This Omnibus Agreement is not intended to be exclusive among the Members. Any Member may enter into separate assistance agreements with any other entity. No such separate agreement shall terminate any responsibility under the Omnibus Agreement. To the extent that prior agreements between Members are inconsistent with this Agreement, prior agreements for assistance between the counties, cities, tribes, other political subdivisions, or state institutions of higher education hereto shall supersede this Omnibus Agreement, until and unless any inconsistencies of the prior agreements are reconciled by the Members.

Article 27 - MODIFICATIONS

No provision of this Omnibus Agreement may be modified, altered, or rescinded by any individual Member without 2/3 affirmative concurrence of the Members to this Agreement. Modifications to this Omnibus Agreement must be in writing, must be approved by a 2/3 affirmative vote of the Members, and must be signed by the Designated Representative of each Member.

Article 28 - NOTICES

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Omnibus Agreement shall be given in writing and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, or (iii) sent by United States Mail, postage prepaid, to the Designated Representative or equivalent for all Members at the address designated in the organization's Emergency Contact Information Form.

Article 29 - TERM AND TERMINATION

- A. This Omnibus Agreement is effective upon execution by two or more Members commencing January 10, 2019, and shall remain in effect until December 31, 2023. Thereafter, unless otherwise agreed upon, the agreement may be extended in five (5) year increments upon concurrence of the signatory Members.
- B. A Member opting to terminate this Omnibus Agreement shall provide written termination notification to the Regional Lead Coordinating Agency for all Members. Notice of termination becomes effective upon receipt by the Regional Lead Coordinating Agency. Any terminating Member shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Member hereto has caused this Omnibus Agreement for Emergency Assistance to be executed by duly authorized representatives as of the date of their signatures.

ADOPTED: _____
(Date)

AGENCY NAME:

ATTEST:

By: (Title) _____

Signature

Title

APPROVED AS TO FORM:

By: (Title) _____

Signature

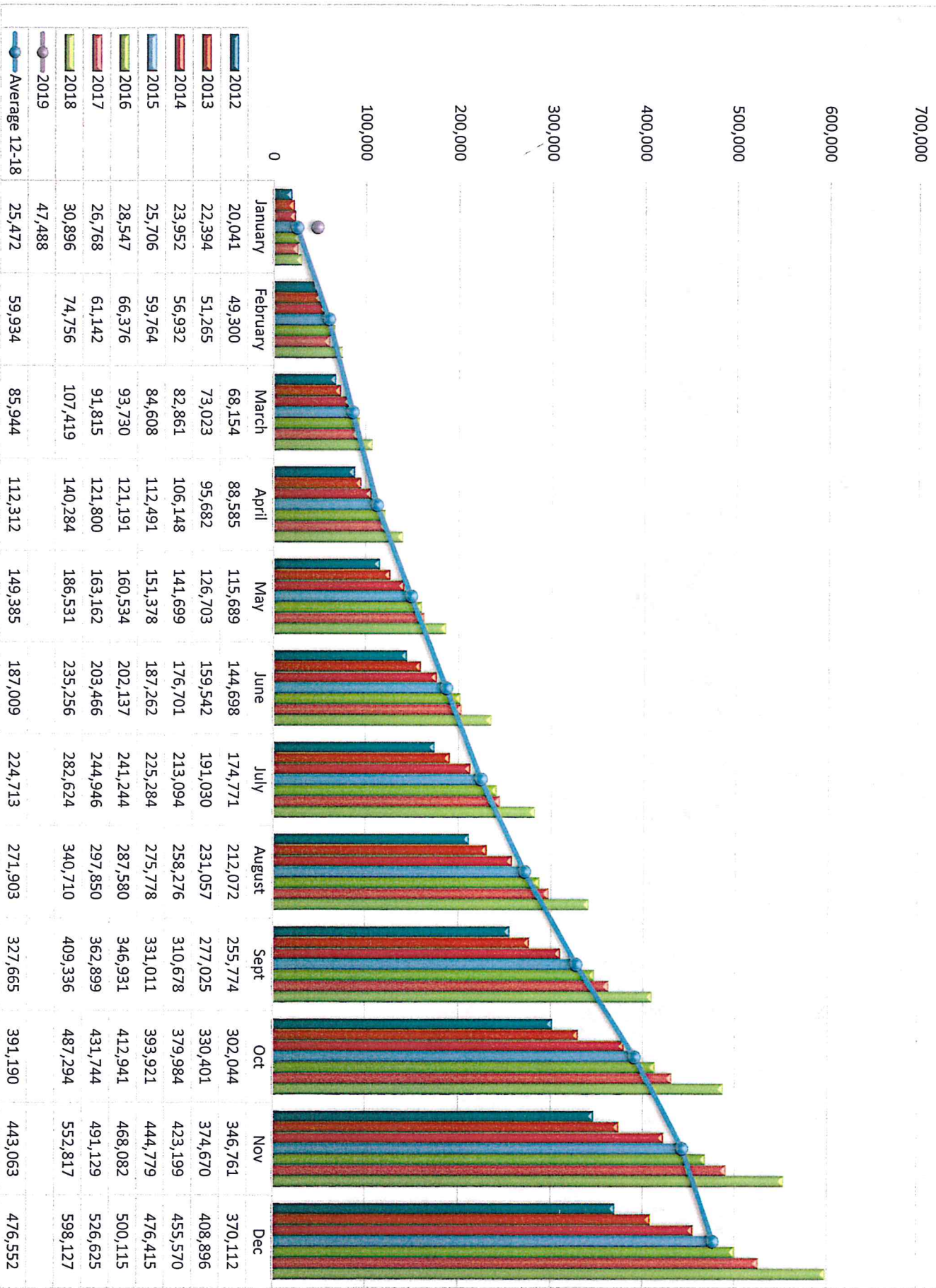
Title

Signature

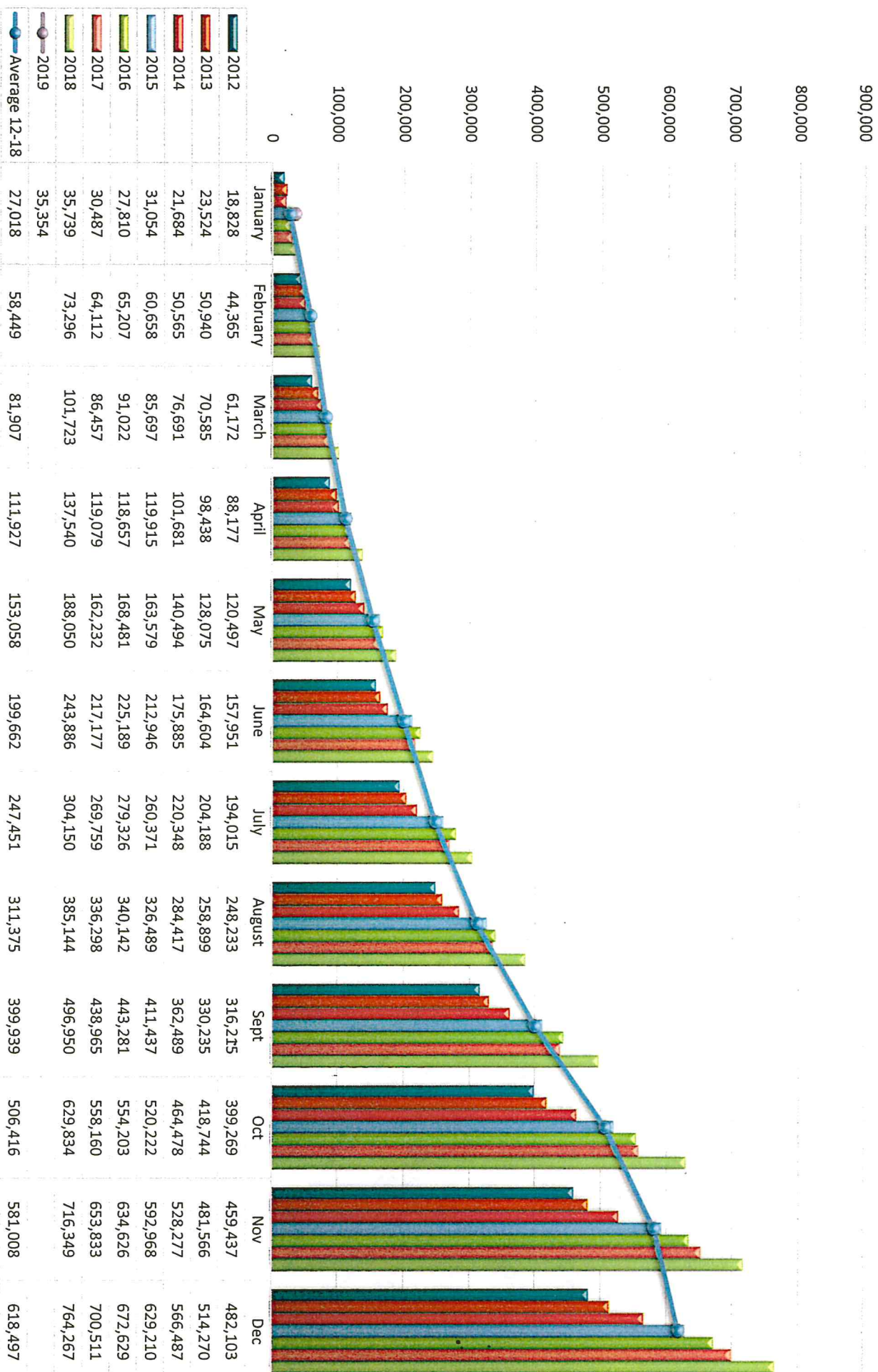
Title

TAB — F

Sales Tax Collections



Lodging Tax Collections



BEFORE THE HEARINGS EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of)

Merriel F. Mandell for the)

use of a residence as a vacation)
rental.)

Application for a Conditional Use)
Permit to allow the use of a)
residence as a vacation rental)
located at 319 – 5th Street NW,)
Unit B in the S2 - Shoreline)
Family Residential zone.)

FILE NO: CU 2018- 06

FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION

DECISION

The Condition Use Permit Application is **APPROVED**, subject to conditions.

INTRODUCTION

The Conditional Use Permit of **Merriel F. Mandell** to allow the use of an existing residence to be used as a part time vacation rental came on for hearing before Jan LeM. Hedges, Hearings Examiner, on January 18th at 2:00 p.m.. Ariel Smith, Director presented the Department of Community Development Staff Report.

The Hearings Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Conditional Use Permit Application.

Testifying under oath were:

Ariel Smith, Community Development Director

The following exhibits were offered and admitted:

EXHIBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMMENTS
1	Application for Conditional Use Permit	Merriel F. Mandell	11/12/2018	Complete
2	Staff Report	City of Long Beach	12/19/2018	Complete
3	Public Hearing Notice	City of Long Beach	12/19/2009	Complete

The hearing adjourned at 2:03 p.m.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicant, **Merriel F. Mandell**, propose an existing residence to be used as a vacation rental.
2. The proposed site is located in a **S2 - Shoreline Multi-Family Residential zone**.
3. The applicant proposes to change the existing residence to a part time vacation rental. This proposed themselves and/or a local realty management firm would manage use.
4. This vacation rental use is allowed conditional use in the **S-2, Shoreline Multi-Family Residential District** zone as a conditional use.
5. The existing residential structure and the proposed change of use meets or exceeds all of the **Municipal Code, Chapter 8 Shoreline Districts, Article B S2 Shoreline Multi-Family Residential District Code [12-8B-5 STANDARDS]** for this zone.
6. The proposed change of use is consistent with existing uses and not generate additional traffic impact, or place additional demands on the City's' infrastructure or the right of adjacent property owners or the public at large to enjoy their normal and expected peace and well being.
7. The proposed change of use meets or exceeds all the applicable standards set forth in the; Zoning Ordinance, Comprehensive Plan, The Shoreline Master Program and the State Environmental Policy Act.
8. This Conditional Use Application was **timely submitted**, was received and met the CITY completeness requirements as required in CITY Ordinance 15.08.070 B. and RCW 36.70.B.070.
9. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following

CONCLUSIONS OF LAW

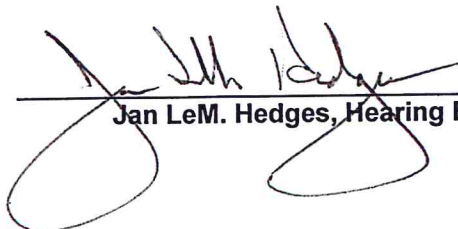
1. The Hearing Examiner has jurisdiction over the persons and the subject matter of the proceeding.
2. The requirements of the CITY Zoning Ordinance have been met.
3. The standards and guidelines of the CITY Comprehensive Plan have been met.
4. This proposed development is exempt from SEPA review and the Shoreline Master Program does not apply.
5. The applicant has sought the appropriate permit.
6. As conditioned below, the project will be consistent with the criteria for Conditional Use Permit approval.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.

DECISION

The application of **Merriel F. Mandell**, applicant, for the change of use of an existing residence to a vacation rental located at 319 – 5th Street NW, Unit B is **APPROVED**, subject to the following conditions:

1. Any further expansion or change of use on the property shall require the approval of the City of Long Beach.
2. The applicant shall obtain a City of Long Beach business license from the State of Washington as required by Title 4, Business and License Regulations, of the Long Beach City Code and pay all applicable taxes as required by Title 3, Finances and Taxation.
3. Occupancy shall be limited to eight (8) people, including children. Guests shall be asked to leave if they do not comply with occupancy limits.
4. Should the property manager not be fully available, the property shall not be rented.
5. Should the owners change their designated agent, they shall notify the CITY in writing in advance of such change.
6. All residents within 100 feet (excluding streets and rights-of-way) shall be provided with management contact information, both for the daytime and nighttime hours.
7. All guest(s) shall be informed to respect the neighbors' rights of quiet enjoyment between 10:00 p.m. and 8:00 a.m., and that guests can and will be asked to leave if they do not comply with occupancy or noise limits.
8. Off-street parking for the vacation rental shall be provided within the existing garage and driveway and all parking needs shall be met on-site. The garage shall not be used for storage that would prohibit guest parking in the garage. RV parking shall not be permitted on the site.
9. When occupied, as a vacation rental the property shall be monitored daily and any trash or debris removed and/or placed in an appropriate receptacle, provided by the owner.

Done this 18th day of January 2019



Jan LeM. Hedges, Hearing Examiner

NOTICE OF RIGHT TO APPEAL

RIGHT TO APPEAL –TIME LIMIT

Any person aggrieved by the decision of the hearing examiner shall have the right to appeal the decision to the City Council. The appeal shall be in writing and delivered to City Hall within ten calendar days of the hearing examiners decision. The appeal must contain a statement identifying the decision being appealed, the name and address of the appellant and the appellants standing, the specific reason(s) why the appellant asserts the decision is in error and the desired outcome or changes to the decision. Upon filing an appeal, the appellant must pay a fee of \$400.00. No new evidence will be accepted by the City Council. The appeal is limited to the record presented to the hearing examiner. [Ordinance No 656, Section 4]

TRANSCRIPT OF HEARING – PAYMENT OF COST

An appeal of the Hearing Examiner's decision requires the preparation of a transcript of the hearing before the Hearing Examiner. Therefore, a payment of ten dollars (\$10.00) for each hearing tape must accompany the request for appeal. The appeal fee is \$400.00. All costs are payable to the City of Long Beach, Washington.

BEFORE THE HEARINGS EXAMINER FOR THE CITY OF LONG BEACH

In the Matter of the Application of)

FILE NO: CU 2018- 07

)
Allison Brooks-Trusty for Shop)

on the Corner for a conditional)

Use Permit to allow Outdoor)

Merchandising, vending, dining)

greater than 200 square feet.)

)

The site address is in the **OT -**)

Old Town Zone located at 106)

Sid Snyder Drive West.)

**FINDINGS OF FACT,
CONCLUSIONS OF LAW
AND DECISION**

DECISION

The Condition Use Permit Application is **APPROVED**, subject to conditions.

INTRODUCTION

The Conditional Use Permit application of **Allison Brooks-Trusty for Shop on the Corner** to allow the use came on for hearing before Jan LeM. Hedges, Hearings Examiner, on January 18th, 2019 at 1:00 p.m. . Ariel Smith, Community Development Director, presented the Department of Community Development Staff Report.

The Hearings Examiner explained the hearing procedure, after which City staff made an opening presentation concerning the Conditional Use Permit Application.

Testifying under oath was:

Ariel Smith, Community Development Director

The following exhibits were offered and admitted:

EXHBIT	DESCRIPTION	SUBMITTED BY	DATE ADMITTED	COMMENTS
1	Application for Conditional Use Permit	Allison Brooks – Trusty for Shop on the corner	12/10/2018	Complete
2	Staff Report	City of Long Beach	12/14/2018	Complete
3	Public Hearing Notice	City of Long Beach	12/19/2018	Complete
4	Hearing Date	City of Long Beach	12/18/2018	Complete

The hearing adjourned at 1:03 p.m.

From the foregoing, the Examiner makes the following:

FINDINGS OF FACT

1. Applicant **Allison Brooks-Trusty** for Shop on the Corner for owners; **Glen & Hillary Trusty** request to allow develop / construct a two-story 512 square foot deck with the top deck for viewing and the lower deck for dining. The proposed site located in the **OT – Old Town Zone**.
2. This use is allowed conditional use in the **OT – Old Town Zone**.
3. The proposed change of use is consistent with existing uses and not generate additional traffic impact, or place additional demands on the City's' infrastructure or the right of adjacent property owners or the public at large to enjoy their normal and expected peace and wellbeing.
4. The proposed change of use meets or exceeds all the applicable standards set forth in the; Zoning Ordinance, Comprehensive Plan and the State Environmental Policy Act.
5. Any Conclusion of Law deemed to be a Finding of Fact is adopted as such. From these Findings of Fact, the Examiner makes the following:

CONCLUSIONS OF LAW

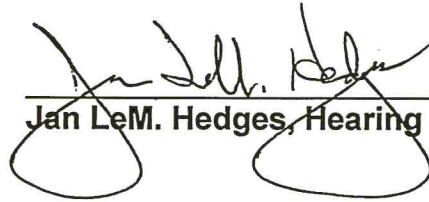
1. The Hearing Examiner has jurisdiction over the persons and the subject matter of the proceeding.
2. The requirements of the CITY Zoning Ordinance have been met.
3. The standards and guidelines of the CITY Comprehensive Plan have been met.
4. This proposed development is exempt from SEPA review and the Shoreline Master Program does not apply.
5. The applicant has sought the appropriate permit.
6. As conditioned below, the project will be consistent with the criteria for Conditional Use Permit approval.
7. Any finding herein which may be deemed a conclusion is hereby adopted as such.

DECISION

The application of, for the change of use of an existing new residential structure to a vacation rental use located, is **APPROVED**, subject to the following conditions:

1. Any further development, expansion beyond 10 percent (10%), or change of use of the property shall require the approval of the City of Long Beach.
2. The applicant shall comply with all conditions of any other conditioned city approval (design review).
3. Failure to comply with conditions of this permit may result in the permit being rescinded and possibly the applicant being cited and fined under the Long Beach City Code.
4. A building permit must be obtained prior to the commencement of any construction.

Done this 26th day of January 2019



Jan LeM. Hedges, Hearing Examiner

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