



AGENDA –Monday, October 18, 2021

4:00 p.m. Budget Workshop

6:00 p.m. Rezone Workshop

7:00 p.m. City Council Meeting

Zoom Webinar ONLY

Meeting ID: 814 5330 4182

Password: 12345678

4:00 WORKSHOP

WS 21-19

Budget Workshop – Lodging Tax and B&O Tax Funds– TAB A

6:00 WORKSHOP – Meet at 1910 Pacific Ave N

WS 21-20

Rezone 2021-01 - Site Visit – TAB B

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 Hanson

PUBLIC COMMENT

At this time, the Mayor will call for any comments from the public on any subject whether 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, October 4, 2021, Regular Meeting
- Payment Approval List for Warrant Registers 60495-60525 & 88708-88770 for \$258,796.43

- AB 21-51 – Department of Ecology Grant Agreement for SMP Update – TAB D
- AB 21-52 – Promotion of four (4) positions - TAB E
- AB 21-53 – Adopting Fleet Policy Resolution 2021-06 – TAB F

DEPARTMENT HEAD ORAL REPORTS CORRESPONDENCE AND WRITTEN REPORTS – TAB G

- Police Chief's Report for September 2021

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.
November 1, 2021, November 15, 2021 & December 6, 2021

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 21-19

Meeting Date: October 18, 2021

AGENDA ITEM INFORMATION

***SUBJECT: Budget
Workshop
Lodging Tax and B&O
Tax Funds***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Events Coordinator

Finance Director

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

DG

AS

COST: N/A

SUMMARY STATEMENT: The purpose of this workshop is to discuss the 2022 Budget. The focus of this workshop is to review the Lodging Tax and B&O Tax funds.

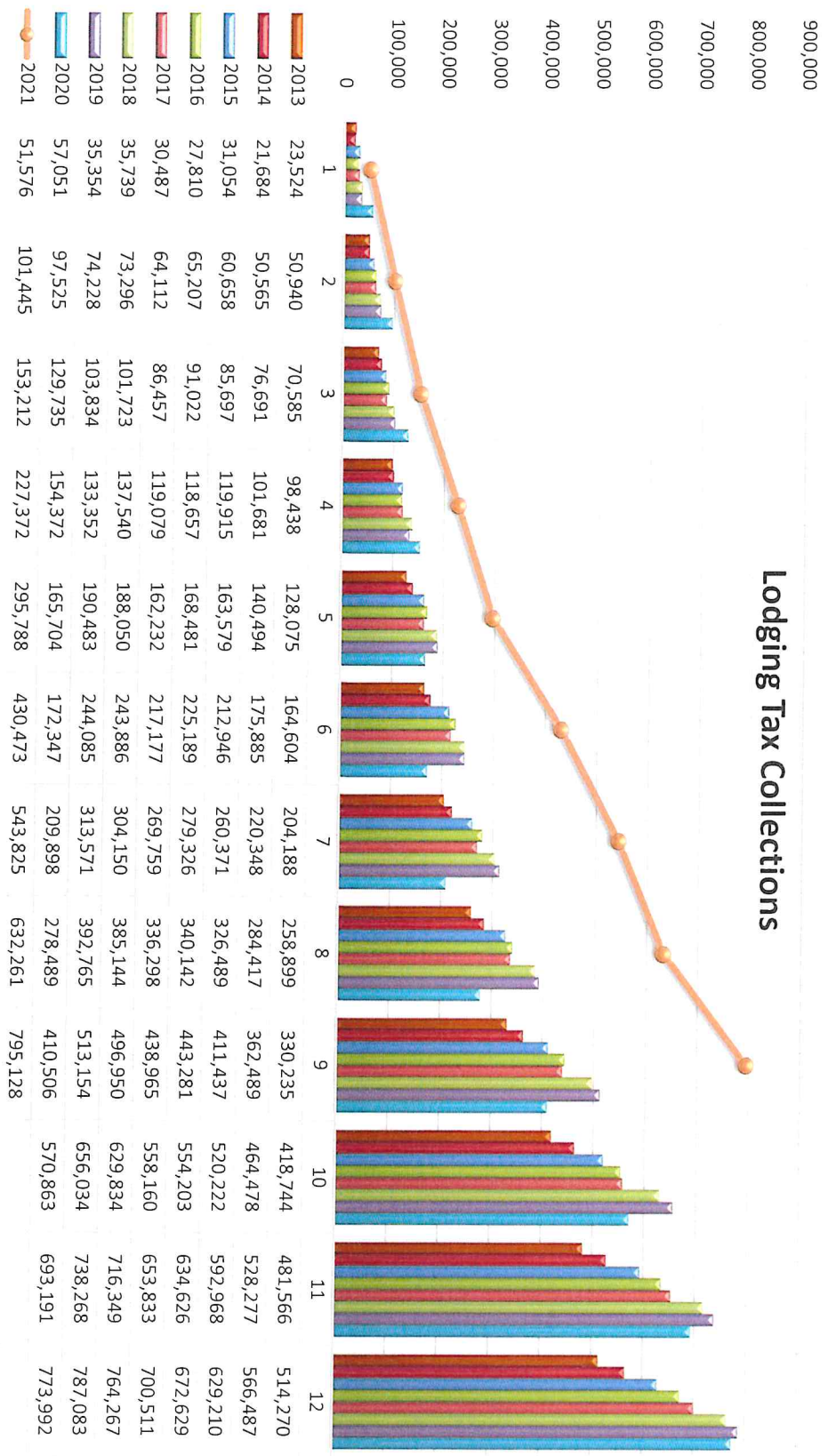
Workshops are public meetings with the purpose of allowing the City Council to discuss topics. No formal decisions are made at workshops. While almost every meeting when a majority of the city council is present is considered a public meeting, that doesn't necessitate the Council allowing public comment.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

Budget Workshop

Lodging and Business & Occupation Tax

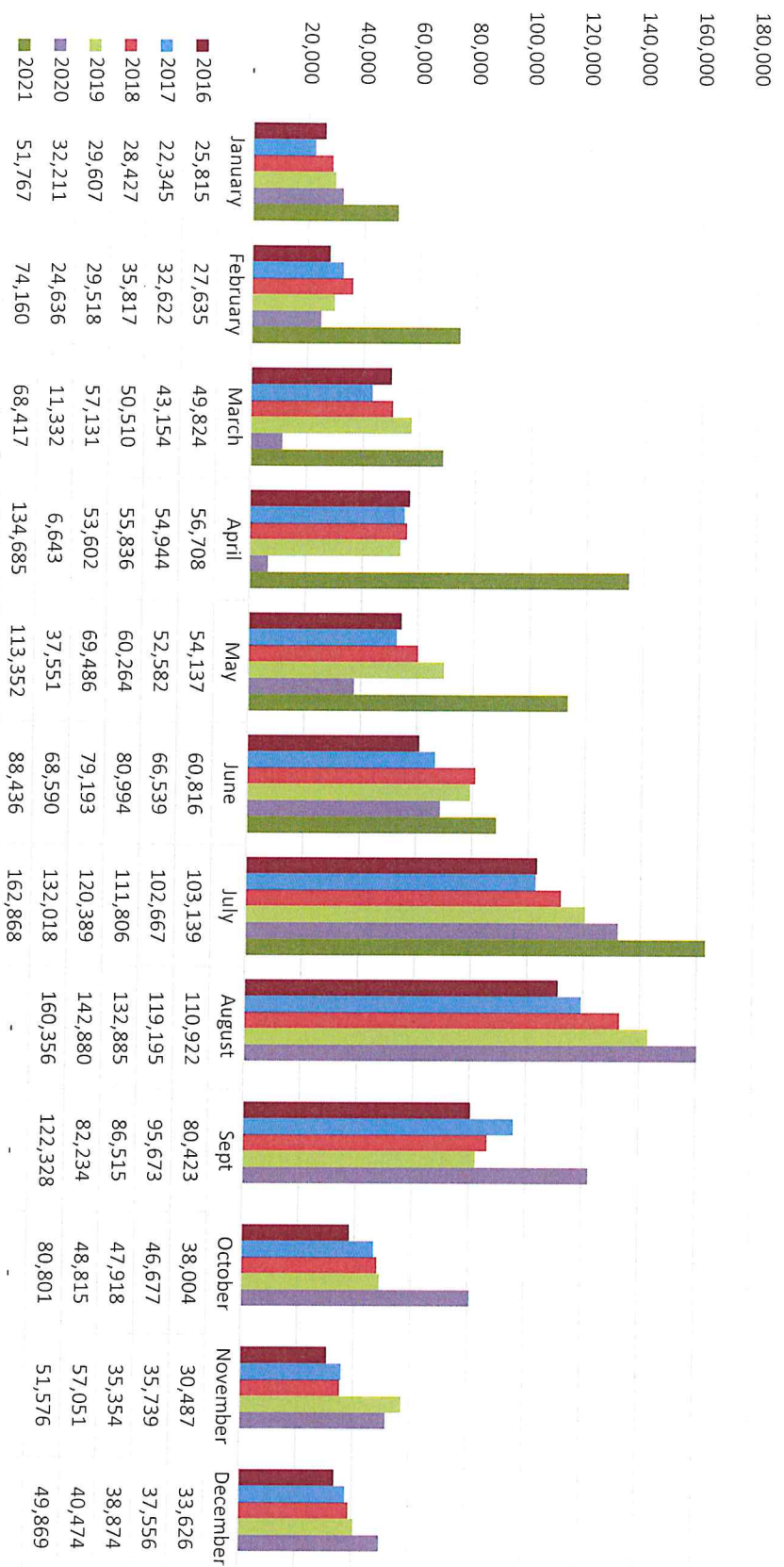
October 18, 2021 @ 4:00 p.m.

2022 Budget Lodging Tax



2022 Budget Lodging Tax

Lodging Tax by month collected



2022 Budget

Lodging Tax

1	Tent Tops	\$2,000.00
	Replace	
2	Flags and Banners	\$3,500.00
3	Trail Markers	\$3,500.00
4	12- No Parking Verticalades	\$1,800.00
		\$10,800.00

Future Tourism Related Needs:		
2	Boardwalk Reconstruction	\$3,400,000
		\$3,400,000

2022 Budget

Lodging Tax

CITY OF LONG BEACH					
DESCRIPTION	2022 Budget		2020 Actual		2019 Actual
	2022 Budget	2021 Estimated	2021 Budget	2020 Actual	
LODGING TAX FUND - 103					
REVENUES					
BEGINNING FUND BALANCE	95,842	349,286	175,910	72,520	199,019
TOTAL BEGINNING FUND BALANCE	95,842	349,286	175,910	72,520	199,019
HOTEL-MOTEL TAXES, ORIGINAL 2%	300,000	400,000	240,000	317,044	315,086
HOTEL-MOTEL 3%	450,000	600,000	360,000	456,977	471,997
RESTROOM LOAN					
FUND CONTRIBUTIONS	500	500	500		6,167
TROLLEY CONTRIBUTIONS					4,334
AUTHORS SHOWCASE					895
FIBER FESTIVAL					745
FIREWORKS DONATIONS				200	20,000
FEMA		40,000			
BOARDWALK	2,500,000		580,000		
TRANSFER IN FROM LODGING SINKING	870,000		270,000		228,000
TRANSFER IN FROM 003 CAPITAL PROJECTS	70,000	70,000	70,000		
TOTAL REVENUES	4,190,500	1,110,500	1,520,500	774,221	1,047,224
TOTAL LODGING TAX FUND	4,286,342	1,459,786	1,696,410	846,741	1,246,243

2022 Budget

Lodging Tax

DESCRIPTION	2022 Budget	2021 Estimated	2021 Budget	2020 Actual	2019 Actual
EXPENSES					
LODGING TAX FUND - 103					
FESTIVAL SALARIES	156,199	148,397	148,397	147,777	151,926
FESTIVAL BENEFITS	84,210	86,000	86,000	69,930	81,827
OPERATING SUPPLIES	5,000	5,000	5,000	704	4,557
UTILITIES	2,800	2,800	2,800	2,881	2,426
REPAIRS & MAINTENANCE	9,000	9,000	9,000	3,736	11,551
EQUIPMENT	17,000	40,000	1,000	-	-
PACIFIC COUNTY TOURISM BUREAU	110,000	140,500	140,500	79,741	262,926
ANNUAL FIREWORKS	20,000			11,014	36,417
BANNERS	4,000	4,000	4,000	2,712	2,740
BEACH TO CHOWDER	1,200	1,000	1,000	1,000	2,500
BEACH PATROL	11,000	11,000	11,000		12,000
BOARDWALK REPAIR	3,000	3,000	3,000	259	97
DISCOVERY TRAIL REPAIRS & MAINTENANCE	30,000	30,000	30,000		-
EDC LB BUSINESS COORIDOR	12,000				4,000
FESTIVAL SECURITY	40,000	29,000	29,000	14,931	24,057
HOLIDAY LIGHTS	2,500	2,500	2,500	7,171	1,639

2022 Budget

Lodging Tax

DESCRIPTION	2022 Budget	2021 Estimated	2021 Budget	2020 Actual	2019 Actual
HOLIDAYS AT THE BEACH		3,000	3,000	-	4,000
ILWACO CHARTER ASSOCIATION	5,000	4,000	4,000	4,000	4,000
ILWACO COACHES TOURNAMENTS	3,000	3,000	3,000		3,000
ILWACO HERITAGE MUSEUM	2,500	2,500	2,500		
INSURANCE	10,415	9,031	9,031	8,317	8,013
JAKE'S BIRTHDAY					8,000
JEEP EVENT					880
KITE FESTIVAL	20,000	12,750	12,750		20,640
KITE MUSEUM	15,500	15,500	15,500	6,368	23,263
LBMA - EVENTS	35,000				
LBMA - VISITORS CENTER	30,000	40,000	40,000		
DIGITAL MARKETING	100,000	30,000	30,000		-
LOYALTY DAY PARADE	8,000				7,500
PENINSULA ARTS ASSN	1,000	1,000	1,000		
RAZOR CLAM FESTIVAL		8,000	8,000		12,000
RODEO	3,000	3,000	3,000	562	3,000
SANDSATIONS		5,000	5,000		8,000
SANITATION	14,000	14,000	10,000	3,322	
TROLLEY OPERATIONS AND MAINT.			8,000	1,835	3,038
WATER MUSIC FESTIVAL	1,000	1,000	1,000	465	
WHY RACING	10,000				
WINGS OVER WILLAPA	1,000	1,000	1,000		2,772
TOTAL EXPENDITURES	767,325	664,978	629,978	367,690	994,754

2022 Budget Lodging Tax

DESCRIPTION	2022 Budget	2021 Estimated	2021 Budget	2020 Actual	2019 Actual
Boardwalk Reconstruction	3,400,000		1,000,000		
Transfer to Lodging Tax Sinking Fund	15,000	670,000	15,000		110,000
Bolstad Restroom Bond (PRIN)	20,739	20,739	20,739	19,979	18,914
Bolstad Restroom Bond (INT)	8,227	8,227	8,227	8,987	10,053
TOTAL NON-EXPENDITURES	3,443,966	698,966	1,043,966	129,757	179,990
TOTAL LODGING TAX FUND	4,211,291	1,363,944	1,673,944	497,447	1,174,744
TOTAL ENDING FUND BALANCE	75,052	95,842	22,466	349,294	71,499

2022 Budget

Lodging Tax Sinking Fund

City of Long Beach

LODGING TAX SINKING FUND -108

DESCRIPTION	2022 Budget	2021 Estimate	2021 Budget	2020 Actual	2019 Actual
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Revenues

BEGINNING FUND BALANCE	940,000	270,000	270,000	200,000	318,000
TOTAL BEGINNING FUND BALANCE	940,000	270,000	270,000	200,000	318,000

TOTAL REVENUES

TRANSFER FROM 103 - LODGING	15,000	670,000	15,000	70,000	110,000
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TOTAL LODGING TAX SINKING	955,000	940,000	285,000	270,000	428,000
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Expenditures

LODGING TAX SINKING FUND

TRANSFER TO 103 - LODGING TAX	870,000		270,000		228,000
TOTAL NON EXPENDITURES	870,000	-	270,000		228,000

LOAN TO LODGING TAX - 103

TOTAL LODGING TAX SINKING EXPENDITURES	870,000	-	270,000	-	228,000
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Carry Over to next year	85,000	940,000	15,000	270,000	200,000
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2022 Budget

Lodging Funds – Loan Amortization Tables

		Bank of the Pacific	
		Bolstad Restrooms	\$
<u>Year</u>			
2022	21,717.92	7,249.02	
2023	22,742.62	6,224.32	
2024	23,800.47	5,166.47	
2025	24,938.66	4,028.28	
2026	26,115.32	2,851.62	
2027	27,347.52	1,619.42	
2028	14,152.75	330.94	
TOTAL	230,000.00	59,669.62	
<i>Total as of</i>			
1/2023	159,318.39		
PRIN & INT	28,966.94		
Total Payment in 2021			
	28,966.94		

2022 Budget

Business & Occupation Tax

City of Long Beach		2022 Budget			
CAPITAL IMPROVEMENT FUND - 105					
DESCRIPTION	2022	2021	2021	2020	2019
	Budget	Estimated	Budget	Actual	Actual
Revenues					
BEGINNING FUND BALANCE	167,423	263,016	263,017	204,915	156,556
TOTAL BEGINNING FUND BALANCE	167,423	263,016	263,017	204,915	156,556
B & O TAX - 105	140,000	150,000	150,000	169,270	185,322
PENALTIES AND INTEREST		1,800		2,073	2,454
CONTRIBUTION		30,000			
TOTAL REVENUES	140,000	181,800	150,000	171,343	187,776
STANLEY FIELD LOAN					
FARMERS MARKET INCOME	7,000	6,500	7,000	3,217	9,315
TOTAL NON REVENUES	7,000	6,500	7,000	3,217	9,315
TOTAL CAPITAL IMPROVEMENT FUND	314,423	451,316	420,017	379,475	353,647

2022 Budget

Business & Occupation Tax

DESCRIPTION	2022 Budget	2021 Estimated	2021 Budget	2020 Actual	2019 Actual
Expenditures					
CAPITAL IMPROVEMENT FUND - 105					
SALARIES	26,033	21,939	21,939	17,322	43,927
BENEFITS	10,337	8,377	8,377	8,785	22,852
IMPROVEMENTS	30,000	30,000	30,000	-	57,307
EQUIPMENT	40,000	40,000	40,000	-	-
FARMERS MARKET	17,800	17,800	17,800	10,874	5,168
VEHICLES	15,000	55,000	55,000		
TOTAL EXPENDITURES	139,170	173,116	173,116	36,981	129,254
TRANSFER TO SWEEPER FUND	60,000	60,000	60,000	60,000	
STANLEY FIELD LOAN PAYMENT	19,477	19,477	19,477	19,477	19,477
TOTAL NON-EXPENDITURES	79,477	79,477	79,477	79,477	19,477
TOTAL CAPITAL IMPROVEMENT	218,648	252,593	252,593	116,458	148,731
Ending Fund Balance	95,776	198,723	167,423	263,017	204,916

- Improvements include – Additional money for North end and Fish Alley Improvements.
- Equipment includes – Picnic tables and portion of the new loader.

2022 Budget

Capital Improvement Fund – Loan Amortization Tables Stanley Field – Bank of the Pacific

Year	Amount
2022	\$19,477
2023	\$19,477
2024	\$19,477
2025	\$19,477
2026	\$19,477

TAB - B



**CITY COUNCIL
WORKSHOP BILL
WS 21-20**

Meeting Date: October 18, 2021

AGENDA ITEM INFORMATION

SUBJECT: Rezone 2021-01 Site Visit– 6:00 – Meet at 1910 Pacific Ave North

Originator:

Mayor

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: Please meet at 1910 Pacific Ave N at 6pm. The purpose of this workshop is to visit the proposed rezone site and understand the property owner's intent and project layout.

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.

Memo

To: Grace Slagle
From: Ariel Smith
CC: Jerry Phillips & David Glasson
Date: October 7, 2021
Re: Questions on Rezone Request RZ 2021-01

Ms. Slagle,

I am writing this memo in an attempt to answer your questions stated in a letter dated October 4, 2021. I will also include attachments to this letter again to try and address your questions.

I reached out to Pacific County who conducts all appraisals and assessments for Pacific County to get their opinion on RV parks depreciating property values of nearby residences. I will attach that email. In a summary – they do not believe and have not seen RV parks lower the property value of nearby or neighboring properties.

I cannot speak to whether or not the owners of Mermaid Inn contacted any of the neighboring property owners regarding the special use permit. What I can tell you is that our city attorney advised that we let them proceed with ground improvements, only, at their own risk. The city doesn't have a grading and clearing permit therefore, they can clear the property without any permit.

I have included a rough site plan – this is what they submitted with the original special use permit. I am also including a rough draft of what could be a 6-lot subdivision, which would be allowed under the current R1 zoning. The council requested a visual of that option.

Please let me know if you have any other questions, concerns, or just want to talk to me about the project.

Best,



Ariel Smith

City of Long Beach

Ariel Smith

From: Connie Williams <cwilliams@co.pacific.wa.us>
Sent: Thursday, October 7, 2021 7:15 AM
To: Ariel Smith
Cc: Bruce Walker
Subject: RE: Property Value Question

[External Email]

Good morning,

I haven't seen any data that shows property values decrease in the vicinity of an RV park. We don't specifically track it but to the best of my knowledge we haven't seen it happen.

There can be a perceived value decrease to a current owner when something changes around them but when placed on the open market, there doesn't appear to be any decreased value.

Connie Williams
Chief Appraiser
Pacific County Assessor's Office
360-875-9300 ext. 2203
cwilliams@co.pacific.wa.us



PACIFIC COUNTY COURTHOUSE
National Historic Site

NOTICE: All emails sent to and from this address will be received by the Pacific County email system and may be subject to public disclosure under Chapter 42.56 RCW and to archiving and review.

Pacific County is an Equal Opportunity Employer

From: Bruce Walker
Sent: Wednesday, October 6, 2021 12:07 PM
To: Connie Williams <cwilliams@co.pacific.wa.us>
Subject: FW: Property Value Question

Told her on the ph that we wouldn't monitor that and that wasn't aware of any issue. Told her to send me an email and I'd forward it to you. Someone is increasing one of the RV parks area (20 more sites) and during public commentary someone brought up market values by RV parks going down.

BRUCE WALKER
Pacific County Assessor
brucew@co.pacific.wa.us
360-875-9301

From: Ariel Smith <ASmith@longbeachwa.gov>
Sent: Wednesday, October 6, 2021 9:47 AM
To: Bruce Walker <brucew@co.pacific.wa.us>
Subject: Property Value Question

Bruce,

As I mentioned on the phone – do you have any evidence of property values decreasing when they are in the vicinity of a RV Park?

Thanks,

Ariel Smith
Community Development Director
City of Long Beach
360.642.4421
asmith@longbeachwa.gov

MERMAID INN

(360) 642-2600 | (800) 676-2601

info@mermaidinnatlongbeachwa.com

www.mermaidinnatlongbeachwa.com

Visit: 1910 PACIFIC AVE N | MAIL: PO BOX 736

LONG BEACH, WA 98631

Dear City Council,

Thank you for taking the time to review our project. We are working to add up to 20 additional RV spots to our RV Park. We have purchased an acre of land at 1808 Oregon Ave. The north end of the property is next to our mobile home park. The property begins where Oregon Ave Dead Ends.

We will be taking out one of our RV spots in our current RV Park to continue our roadway next to the El Compadre Mexican Restaurant as the access to the new park. The plan is to have 2 women's bathrooms and 2 men's bathrooms, with possibly a laundry facility.

We have included the mapsifter view of the property and our site plan for the RV spots. There will be three rows. We plan to put up a 10-foot privacy fence, or tallest allowed on the eastside of the property.

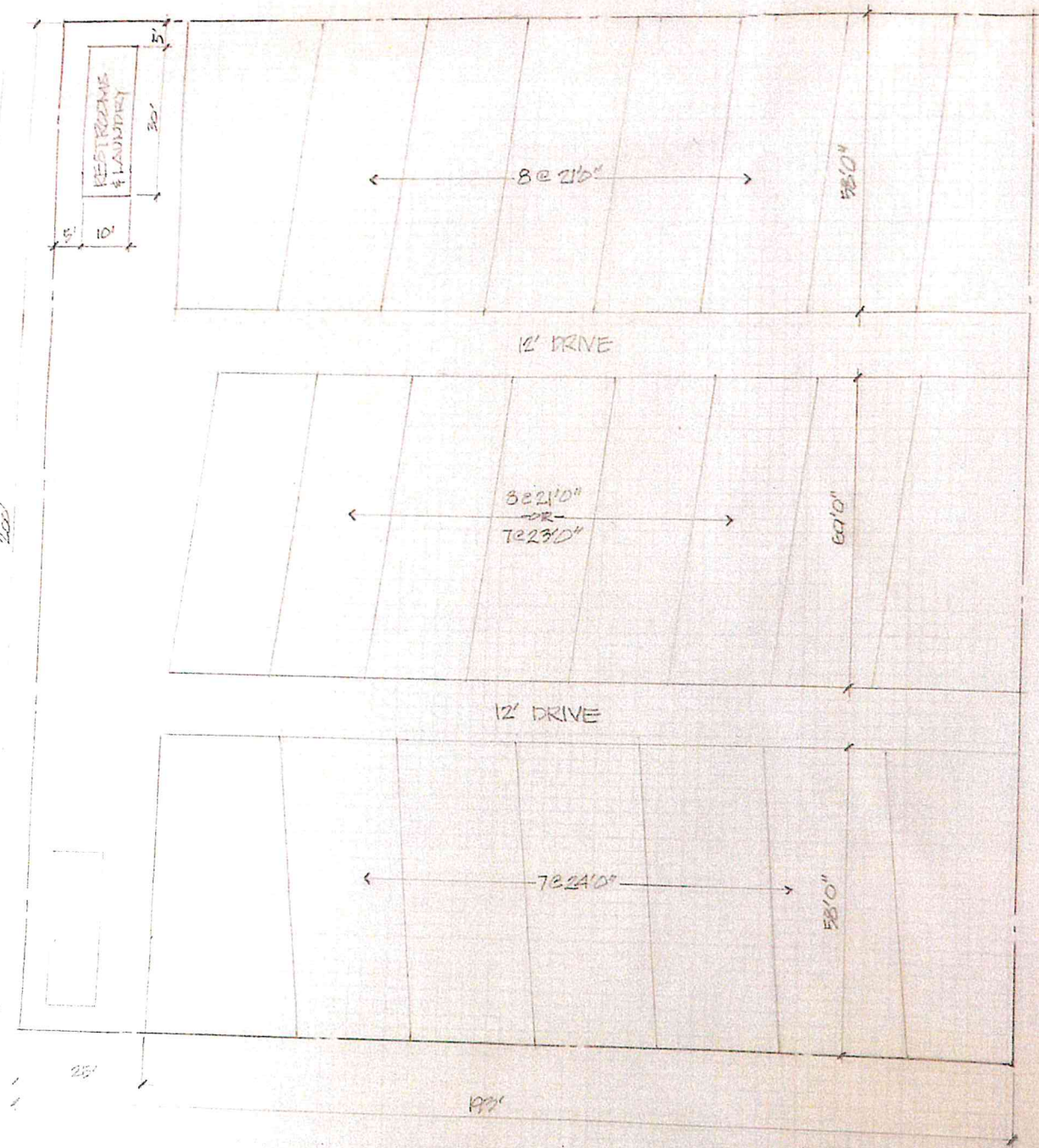
We would like to begin work ASAP on grading the property, installing utilities, and then the build out will begin. Our goal is to have it operational by summer next year.

Please feel free to ask us any questions.

Sincerely,

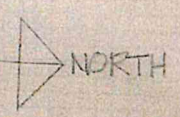
Bill & Karla

Bill Derion
503-875-6999
Karla Jensen
360-642-2600



MERMAID RV PARK ADDITION

1" = 20'0"





TAB - C

LONG BEACH CITY COUNCIL MEETING

October 4, 2021

6:00 COUNCIL WORKSHOP

C. Svendsen, C. McGuire, C. Murry, C. Hanson and Mayor Phillips were all in attendance remotely.

WS-21-18- Streets- Stormwater and Capital

David Glasson, City Administrator, and Ariel Smith, Community Development Director, presented the workshop bill. The purpose of this workshop is to discuss the 2022 Budget. The focus of this workshop is to review the Streets, Stormwater and Capital Projects funds.

- No decisions or motions were made at this time.

The workshop adjourned at 6:35pm

7:00 CALL TO ORDER

Mayor Phillips called the meeting to order.

ROLL CALL

David Glasson, City Administrator, called roll with Mayor Phillips, C. Svendsen, C. McGuire, C. Murry, and C. Hanson in attendance remotely.

PUBLIC COMMENT

Michael Dubois and Grace Slagle at 1809 Washington Ave N commented on the Rezone at 1808 Oregon Ave N.

CONSENT AGENDA

Minutes, September 20, 2021, City Council Meeting & Minutes for September 27, 2021, Special Meeting
Payment Approval List for Warrant Registers 60470-60494 & 88654-88707 for \$616,896.73

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

BUSINESS

AB 21-49 – Comprehensive Plan and Land Use Amendments-Public Hearing

The Mayor opened the public hearing at 7:25 p.m.

Ariel Smith, Community Development Director, presented the Agenda Bill. This is an opportunity for the public to comment on the proposed rezone and future land use amendment along with a couple zoning code amendments.

The Mayor closed the public hearing at 7:43 p.m.

AB 21-50 – State Parks Agreement for Road Maintenance

David Glasson, City Administrator, presented the Agenda Bill. The city has an interagency agreement with Washington State Parks and Recreation to have the city maintain the Bolstad and Sid Snyder approaches for calendar years 2021 through 2023. This agreement has been in place for 20 plus years and has worked well for both parties. The duration and terms of the agreement have stayed the same.

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

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

- Sales Tax Collections
- Lodging Tax Collections
- Transportation Benefit District Collections
- SMP Survey

ADJOURNMENT

Mayor Phillips adjourned the meeting at 7:53 p.m.

Mayor

City Clerk



Warrant Register

Check Periods: 2021 - October - First

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

Council Member	Council Member	Council Member	Clerk/Treasurer
60495	Bell, Helen S	10/5/2021	\$312.53
60496	Binion, Jacob M	10/5/2021	\$1,964.63
60497	Booi, Kristopher A	10/5/2021	\$1,740.93
60498	Cox, Mallory E	10/5/2021	\$408.69
60499	Goulter, John R	10/5/2021	\$1,902.47
60500	Hermens, Jessie R	10/5/2021	\$1,510.39
60501	Huff, Timothy M	10/5/2021	\$1,864.93
60502	Kaino, Kris A	10/5/2021	\$1,013.02
60503	Kemmer, Larry L	10/5/2021	\$1,608.50
60504	Lueth, Paul J	10/5/2021	\$1,708.72
60505	McGuire, Tina M	10/5/2021	\$266.21
60506	Murry, Del R	10/5/2021	\$266.21
60507	Padgett, Timothy J	10/5/2021	\$1,533.59
60508	Quitner, Jonathan H	10/5/2021	\$1,135.93
60509	Svendsen, Sue M	10/5/2021	\$266.21
60510	Wright, Flint R	10/5/2021	\$2,936.79
60511	Zuern, Donald D	10/5/2021	\$2,492.24
60512	AFLAC	10/5/2021	\$464.60
60513	Association of WA Cities	10/5/2021	\$31,766.04
60514	Awc - ST & Life	10/5/2021	\$803.80
60515	City of LB Retirement Payback	10/5/2021	\$50.77
60516	City of Long Beach - Fica	10/5/2021	\$14,738.16
60517	City of Long Beach - FWH	10/5/2021	\$10,014.22
60518	Council Gift Fund	10/5/2021	\$40.00
60519	Dept of Labor & Industries	10/5/2021	\$2,024.00
60520	Dept of Retirement Systems	10/5/2021	\$14,451.31
60521	Dept of Retirement Systems Def Comp	10/5/2021	\$3,238.33
60522	Employment Security Dept	10/5/2021	\$239.63
60523	Massmutual Retirement Services	10/5/2021	\$125.00

Execution Time: 9 second(s)

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Register

60524	Teamsters Local #58	10/5/2021	\$186.50
60525	WEX Health, Inc.	10/5/2021	\$125.00
98708	Association of Washington Cities	10/6/2021	\$25.00
98709	Brindlee Mountain	10/6/2021	\$1,946.23
98710	Coastal AG LLC	10/6/2021	\$1,202.43
98711	Padgett, Tim	10/6/2021	\$61.75
98712	Quill Corporation	10/6/2021	\$293.17
98713	Bud Clary Ford Hyundai	10/6/2021	\$39,160.85
98714	Wagoner, Megan	10/6/2021	\$218.30
98715	Airgas USA LLC	10/15/2021	\$62.06
98716	ALS Group USA, Corp.	10/15/2021	\$137.00
98717	AlSCO-American Linen Div.	10/15/2021	\$303.25
98718	Astoria Janitor & Paper Supply	10/15/2021	\$370.76
98719	Bailey's Saw Shop	10/15/2021	\$202.74
98720	Bank of The Pacific	10/15/2021	\$14,483.47
98721	Bayside Audiology	10/15/2021	\$140.00
98722	BMC WELDING	10/15/2021	\$454.86
98723	BSK Associates	10/15/2021	\$815.00
98724	Carrot-Top Industries Inc.	10/15/2021	\$454.19
98725	Cascade Columbia Distribution CO	10/15/2021	\$4,249.61
98726	CenturyLink	10/15/2021	\$1,243.24
98727	Chinook Observer	10/15/2021	\$322.20
98728	Correct Equipment	10/15/2021	\$258.84
98729	CresComm Wifi, LLC.	10/15/2021	\$180.00
98730	Day Wireless Systems	10/15/2021	\$193.47
98731	Englund Marine Supply	10/15/2021	\$751.91
98732	Eradipest LLC	10/15/2021	\$81.23
98733	Evergreen Rural Water of WA	10/15/2021	\$3,024.00
98734	Evergreen Septic Inc	10/15/2021	\$955.00
98735	Ford Electric	10/15/2021	\$6,763.76
98736	Furrow Pump	10/15/2021	\$1,010.74
98737	H. D. FOWLER	10/15/2021	\$13,576.50
98738	Hach Company	10/15/2021	\$452.77
98739	Illwaco Charter Association	10/15/2021	\$4,000.00
98740	Ingram, Zelasko & Goodwin, LLP	10/15/2021	\$550.00
98741	Interstate Battery	10/15/2021	\$837.30
98742	Iron Mountain	10/15/2021	\$144.61
98743	Jacoby, Rich	10/15/2021	\$50.79
98744	Long Beach Commercial Security	10/15/2021	\$519.30
98745	Melting, Casey	10/15/2021	\$66.34
98746	MossyTel	10/15/2021	\$942.00
98747	Municipal Emergency Services Depository Account	10/15/2021	\$54.42
98748	Oman & Son Builders	10/15/2021	\$986.74
98749	Pacific County Treasurer	10/15/2021	\$7,217.49
98750	Peninsula Sanitation	10/15/2021	\$3,168.61

<u>88751</u>	Peninsula Visitors Bureau	10/15/2021	\$11,708.33
<u>88752</u>	Penoyar, Joel	10/15/2021	\$3,000.00
<u>88753</u>	Penoyar, William	10/15/2021	\$1,000.00
<u>88754</u>	ProForce Law Enforcement	10/15/2021	\$2,025.97
<u>88755</u>	Public Utility District 2	10/15/2021	\$1,635.66
<u>88756</u>	Quadient Leasing USA, Inc.	10/15/2021	\$844.89
<u>88757</u>	Quill Corporation	10/15/2021	\$66.88
<u>88758</u>	Sid's Market	10/15/2021	\$88.14
<u>88759</u>	Snap-On Tools	10/15/2021	\$1,623.43
<u>88760</u>	South Pacific County Technical	10/15/2021	\$11,000.00
<u>88761</u>	SUNSET AUTO PARTS, INC	10/15/2021	\$3,023.80
<u>88762</u>	Taft Plumbing	10/15/2021	\$121.01
<u>88763</u>	Usa Blue Book	10/15/2021	\$1,040.28
<u>88764</u>	Valley Plumbing LLC	10/15/2021	\$113.72
<u>88765</u>	Visa	10/15/2021	\$6,177.21
<u>88766</u>	Vision Municipal Solutions	10/15/2021	\$725.98
<u>88767</u>	Washington Labor Law Poster Service	10/15/2021	\$89.50
<u>88768</u>	Washington State Consolidated Technology Services (Wa Tech)	10/15/2021	\$750.00
<u>88769</u>	WEX Health, Inc.	10/15/2021	\$50.00
<u>88770</u>	Wilcox & Flegel Oil Co.	10/15/2021	\$580.35
		Total	\$258,796.43
		Grand Total	\$258,796.43

TAB - D



**CITY COUNCIL
AGENDA BILL
AB 21-51**

Meeting Date: October 18, 2021

AGENDA ITEM INFORMATION

SUBJECT: Ecology Grant for SMP Periodic Review	Originator:	
	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: \$11,200 grant	Other:	

SUMMARY STATEMENT: The city was awarded a grant through Washington State Department of Ecology to cover the cost of the SMP review. This grant should cover the cost of the review 100%.

RECOMMENDED ACTION: Authorize the staff to enter into an agreement with the Washington State Department of Ecology for grant monies to reimburse for the SMP periodic review.



Agreement No. SEASMP-2123-LongBe-00140

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF LONG BEACH

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

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$11,200.00
Total Eligible Cost:	\$11,200.00
Ecology Share:	\$11,200.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2023. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

The RECIPIENT will use grant funds to pay for the following tasks:

Task 3 Public Participation

Task 4 Review Shoreline Master Program and Draft Revisions, If Needed.

Task 5 Final Draft SMP or Findings of Adequacy.

The RECIPIENT will pay for the following tasks using their own funds:

Task 1 Project Oversight: Coordination, Management, and Administration.

Task 2 Secure Consultant Services, If Needed.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

RECIPIENT INFORMATION

Organization Name: City of Long Beach

Federal Tax ID: 91-6001455

DUNS Number: 024684466

Mailing Address: 115 Bolstad W
Long Beach, WA 98631

Physical Address: 115 Bolstad W
Long Beach, Washington 98631

Organization Email: planner@longbeachwa.gov

Contacts

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

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

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

ECOLOGY INFORMATION

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

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Michelle McConnell PO Box 47775 Olympia, Washington 98504-7775 Email: micm461@ecy.wa.gov Phone: (360) 407-6349
Financial Manager	Amy Krause Fund Coordinator and Financial Manager PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

AUTHORIZING SIGNATURES

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

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

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

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

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

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

Washington State
Department of Ecology

City of Long Beach

By: _____

By: _____

Joenne McGerr
Shorelands
Program Manager
Date

David R Glasson
Administrator
Date

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

Jerry Phillips

Mayor

Date

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

SCOPE OF WORK

Task Number: 1

Task Cost: \$0.00

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

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

Recipient Task Coordinator: Ariel Smith**1. Project Oversight: Coordination, Management, and Administration****Deliverables**

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2023

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

SCOPE OF WORK

Task Number: 2 Task Cost: \$0.00

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: Ariel Smith

2. Secure Consultant Services, If Needed

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

SCOPE OF WORK

Task Number: 3 **Task Cost: \$1,900.00**

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Consultant: John Kliem, Creative Community Solutions, Inc.

3. Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

SCOPE OF WORK

Task Number: 4

Task Cost: \$6,200.00

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.

2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.

3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.

2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

Recipient Task Coordinator: Consultant: John Kliem, Creative Community Solutions, Inc.**4. Review Shoreline Master Program and Draft Revisions, If Needed****Deliverables**

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

SCOPE OF WORKTask Number: 5 **Task Cost: \$3,100.00**

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Consultant: John Kliem, Creative Community Solutions, Inc.

5. Final Draft SMP or Findings of Adequacy**Deliverables**

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-2123-LongBe-00140
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Long Beach

BUDGET**Funding Distribution EG220205**

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

Funding Title: Model Toxics Control Operating Account (MT
 Funding Effective Date: 07/01/2021 Funding Type: Grant
 Funding Expiration Date: 06/30/2023
 Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:

Type: State

Funding Source %: 100%

Description: Model Toxics Control Operating Account (MTCOA)

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

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Oversight: Coordination, Management, and Administration	\$ 0.00
2. Secure Consultant Services, If Needed	\$ 0.00
3. Public Participation	\$ 1,900.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$ 6,200.00
5. Final Draft SMP or Findings of Adequacy	\$ 3,100.00

Total: \$ 11,200.00

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 11,200.00	\$ 11,200.00
Total		\$ 0.00	\$ 11,200.00	\$ 11,200.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

Agreement No: SEASMP-2123-LongBe-00140

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Long Beach

Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <<https://sam.gov/SAM/>> exclusion list.

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: SEASMP-2123-LongBe-00140
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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

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

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

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

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

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

Agreement No: SEASMP-2123-LongBe-00140
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Long Beach

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

21. PROPERTY RIGHTS

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

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22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement. RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

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27. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

TAB - E



**CITY COUNCIL
AGENDA BILL
AB 21-52**

Meeting Date: October 18, 2021

AGENDA ITEM INFORMATION

***SUBJECT: Promotion of
four internal positions***

Originator:

Mayor

City Council

City Administrator

City Attorney

City Clerk

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

DG

COST:

Water/Wastewater Supervisor

Other:

SUMMARY STATEMENT: During the public works reorganization there were four internal promotions advertised and appointed. Those four positions are integrated into ordinance 998 that was adopted on September 27th. To appropriately compensate them for their new duties and responsibilities staff is seeking approval to enact those positions and related salaries effective October 11, 2021.

Tim Huff – Field Supervisor – Grade 4, Step 5

Matt Miller – Crew Lead – Grade 4, Step 4

Whitney Pursell – Crew Lead – Grade 4, Step 2

Larry Kemmer – Water Plant Operator, Entry Level – Grade 4, Step 4

***RECOMMENDED ACTION: Authorize the four internal promotions effective
October 11, 2021.***

CITY OF LONG BEACH

ORDINANCE NO. 998 EXHIBIT B

2022 PAY TABLE (Effective January 1, 2022)

2022

City of Long Beach

Employee Annual Salary Scale

Step	1	2	3	4	5	6
Grade	Years to Step	1	1	1	2	2
1	36240	37690	39197	40765	42396	44092
2	40765	42396	44092	45855	47689	49597
3	45855	47689	49597	51581	53644	55790
4	51581	53644	55790	58021	60342	62756
5	58021	60342	62756	65266	67877	70592
6	65266	67877	70592	73416	76352	79406
7	73416	76352	79406	82583	85886	89321
8	82583	85886	89321	92894	96610	100474
9	92894	96610	100474	104493	108673	113020
10	104493	108673	113020	117541	122242	127132
11	117541	122242	127132	132217	137506	143006

2022

City of Long

Beach

Hourly Employee Hourly Rate of Pay
Scale

Step	1	2	3	4	5	6
Grade	Years to Step	1	1	1	2	2
1	17.42	18.12	18.84	19.60	20.38	21.20
2	19.60	20.38	21.20	22.05	22.93	23.84
3	22.05	22.93	23.84	24.80	25.79	26.82
4	24.80	25.79	26.82	27.89	29.01	30.17
5	27.89	29.01	30.17	31.38	32.63	33.94
6	31.38	32.63	33.94	35.30	36.71	38.18
7	35.30	36.71	38.18	39.70	41.29	42.94
8	39.70	41.29	42.94	44.66	46.45	48.30
9	44.66	46.45	48.30	50.24	52.25	54.34
10	50.24	52.25	54.34	56.51	58.77	61.12
11	56.51	58.77	61.12	63.57	66.11	68.75

TAB — F



**CITY COUNCIL
AGENDA BILL
AB 21-53**

Meeting Date: October 18, 2021

AGENDA ITEM INFORMATION

SUBJECT: Resolution
2021-06 Establishing City
of Fleet Policy

Originator:

Mayor

City Council

City Administrator

DG

City Attorney

City Clerk/Treasurer

City Engineer

Community Development Director

Fire Chief

Police Chief

Streets/Parks/Drainage Supervisor

Water/Wastewater Supervisor

COST: N/A

Other:

SUMMARY STATEMENT: During our annual review with our insurance company the city was required to implement a fleet policy. The policy and documents presented have been reviewed and approved by WCIA.

RECOMMENDED ACTION: *Approve Resolution 2021-06 adopting the City of Long Beach Fleet Policy*

RESOLUTION 2021-06

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE CITY OF LONG BEACH FLEET POLICY

WHEREAS, the City of Long Beach has to establish a formal fleet policy as part of a requirement of WCIA to provide auto coverage to the city; and

WHEREAS, the policy pertains to anyone operating a city vehicle;

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, The Mayor and City Clerk are hereby authorized and directed to execute said fleet policy, a copy of which is attached hereto and by this reference made part hereof, as the official act and deed of the City of Long Beach.

Passed this 18th day of October 2021 .

Ayes

Nays

Absent

Jerry Phillips, Mayor

ATTEST:

Jessie Hermens, City Clerk

City of Long Beach Automobile Usage Policy

It is the policy of the City of Long Beach to provide vehicles for business use, to allow employees to drive on city business, and to reimburse employees for business use of personal vehicles according to the guidelines below.

The term “vehicle” as used in these guidelines includes, but is not limited to, cars, trucks, and vans.

1. Only employees 18 years old or older, possessing a valid driver’s license may drive a city vehicle on city business.
2. Employees may not operate any vehicle for city business without prior approval of their supervisor. Before approving a driver, and periodically throughout employment, each supervisor should verify the existence of a valid driver license. Prior to approval to operate any city vehicle the employee’s supervisor must request from the driver a copy of a current Abstract of Driving Record (ADR). The ADR will be evaluated using the ADR Evaluation Matrix.
3. Employees approved to drive on city business are required to inform their supervisor immediately of any changes that may affect either their legal or physical ability to drive or their continued insurability. Employees are not permitted, under any circumstances, to operate a city vehicle, or a personal vehicle for city business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes, but is not limited to, circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of injury, illness, or medication.
4. Employees in job positions requiring regular driving for business as an essential job function must, as a condition of employment, possess a valid driver’s license. This condition must be met prior to the employee’s initial trip.
5. Employees who drive a vehicle on city business must, in addition to possessing a valid driver’s license, exercise due diligence to drive safely and to maintain the security of the vehicle and its contents.
6. Employees in job positions requiring regular driving will be provided training in operating city vehicles at orientation and prior to operating a city vehicle. Periodic on-going driver training will also be provided if found necessary.
7. Employees may use city vehicles for non-business purposes only with the approval of a supervisor.
8. Non-employee, non-business passengers are prohibited from riding in city vehicles without prior approval. Non-employee, non-business passengers are prohibited from riding in the employee’s personal vehicle, without prior approval, when the vehicle is

being used for city business. All permitted passengers must read and sign the "Permission-to-ride Waiver".

9. When no city vehicles are available, employees may use their own vehicles for business purposes with prior approval of a supervisor. Auto liability coverage follows the vehicle. Therefore, the employee's personal auto insurance is primary, and WCIA's liability coverage is excess. Employees who use a personal vehicle for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance. This allowance is to compensate for the cost of gasoline, oil, depreciation, and insurance. Therefore, employees who operate personal vehicles for city business should obtain and maintain auto liability coverage for bodily injury and property damage and any other required coverage determined by the employee's personal auto insurance agent or broker.
10. Every city vehicle should have an accident report form and WCIA proof of coverage card in the glove box. Accident report form attached to this policy.
11. All vehicle accidents involving city vehicles must be reported to the Police Department immediately following the accident. Employees must report any accident, theft, or damage involving a city vehicle to their supervisor, regardless of the extent of damage or lack of injuries. Such reports must be made as soon as possible but no later than twenty four (24) hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, employees should avoid making voluntary statements regarding the accident; other than reply to questions of investigating officers.
12. Employees who are on-call and allowed to take a city vehicle home, acknowledge that they fully understand that the vehicle should only be used as part of an on-call response for the city by signing the receipt of automobile usage policy.
13. The city has a zero tolerance policy, prohibiting employees from operating a city vehicle or any personal vehicle while on city business while using, consuming or under the influence of alcohol, marijuana, illegal drugs, prescription medications and over the counter medications that may affect their ability to drive.
14. Smoking (including vaping) is not allowed in city vehicles.
15. Employees are personally responsible for all tickets, citations, or infractions issued for moving violations or parking violations while using a city vehicle or a personal vehicle for city business. Employees should advise their supervisor of any such tickets, citations, or infractions received.
16. Employees should obey all safety laws and regulations while operating a city vehicle or a personal vehicle on city business. This would include, but is not limited to, the proper use of seat belt, the prohibition on using cell phones without a proper hands free device, and obeying applicable traffic laws.

Receipt of Automobile Usage Policy

All employees should read the following; then sign, date and return the form to the City Administrator. The form will be placed in the employee's personnel file.

It is important to understand that this policy does not create an employment contract or a guarantee of employment of any specific duration between the City and its employees. This policy is a general guideline and does not constitute promises of specific treatment.

As the City grows and changes, policies may change. The City, therefore, reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Mayor with City Council concurrence. You will be notified of any such changes.

If you have any questions about this policy or any other policies of the City, please feel free to ask your supervisor, department head, the City Administrator or Mayor.

I have read and understand the statement above.

Employee's Name _____

Employee's Signature _____ Date: _____

(Return one signed copy of this form to your supervisor.)

City of Long Beach Permission to Ride Waiver

For and in consideration of being permitted to ride in any vehicle owned by the City of Long Beach, and/or operated for city business, as a passenger or observer, and in acknowledgement of the fact that the work and activities could possibly cause inherent danger involving possible risk of injury, death, damage, expense or loss to person or property, I, _____ (rider's name or guardian on behalf of minor) for myself, my heirs, assigns or other successors in interest, do hereby release and forever discharge the City of Long Beach, it's agent, employees, agencies and all other departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever known or unknown, including but not limited to negligence which I may or omissions of the City of Long Beach or its employees who I am accompanying or observing or any other employees of the city, or the acts or omissions of being said passenger or observer, and I do hereby waive any claim against the City of Long Beach, it's agents, employees, agencies and all other property damage or medical expenses of whatever nature, which might arise during or as a result of my being a passenger in the vehicle.

Dated this _____ day of _____, 20____.

Signature

Date

I, _____ parent/guardian of _____,
give my permission for the above named applicant to ride in a City of Long Beach vehicle as an observer.

Parent/Guardian: _____ Date: _____

City of Long Beach

Driver Evaluation Matrix and Point System

The purpose of the Driver Evaluation Matrix is to determine eligibility for an employee when operating under a CDL is a function of the job.

ONCE ADR IS RECEIVED:

1. Review the driver's Abstract of Driving Record (ADR) using the Driver Evaluation Matrix shown below.
2. Determine whether driving record is clear, acceptable, borderline or poor.

THINGS TO KEEP IN MIND:

1. Past driving records are highly predictive of future performance as a safe, dependable driver and statistically, there is a high correlation between recent driving history and future accident frequency. A driver, who had four moving violations, more than three years ago, may be a better risk than a driver who has two violations within the last 12 months. However, do not base any hiring, promotion, or transfer decisions solely on this one factor. Persons with borderline ADRs can be advised of their status and coached to improve.
2. Consider the applicability of the individual's past violations to the job the applicant or employee will perform.
3. Review the details of the violations listed on the ADR with the applicant/employee to determine if any extenuating circumstances exist regarding the violation.
4. Accidents listed on ADRs are coded with a two-digit number (e.g. 01-CAR, 02-CAR) that indicates the number of vehicles involved in the particular accident. This number is NOT an indication the driver was or was not at fault.
5. Most convictions and violations are kept on an ADR for five years from the date of conviction or adjudication. Departmental actions, such as, suspensions, revocations, or disqualifications are kept on an ADR for ten years from final release date. Certain violations appear on an ADR in perpetuity, such as alcohol-related convictions, vehicular assault and vehicular homicide convictions and deferred prosecutions.

Under Washington State law, employers are not allowed to consider violations that occurred more than ten years ago, unless the position involves law enforcement, school districts, or the direct responsibility for children, mentally ill, developmentally delayed, or vulnerable adults. Federal law imposes no similar date restriction but requires employers to take into account the age of the violation, the nature of the violation, and the relationship of the violation to the job.

DRIVER EVALUATION MATRIX

Authorized drivers should only be allowed to operate a vehicle on behalf of the City of Long Beach if their driving record demonstrates they will be a safe driver. Those possessing an invalid or suspended license are not eligible to operate a vehicle, for the City of Long Beach under any circumstances.

Moving Violations	# of Accidents (at-fault)			
	0	1	2	3+
0	CLEAR	A	A	B
1	A	A	B	P
2	A	B	P	P
3+	B	P	P	P
Major	P	P	P	P

A = Acceptable: Those with none or fewer than three points.

B = Borderline: Management should give consideration prior to placing or maintaining this individual in a driving position and may want to provide additional training or other requirements.

P = Poor: Management should give serious consideration to not placing or maintaining this individual in a driving position.

Major Violations include:

- DUI – Driving under the influence of drugs or alcohol
- Negligent homicide in the use of a motor vehicle
- Using a motor vehicle for the commission of a felony
- Operating a vehicle without a valid unsuspended license
- Aggravated assault with a motor vehicle
- Grand theft of a motor vehicle
- Reckless driving or speed contest/racing
- Hit and run (bodily injury and/or property damage)

Moving Violations include violations other than Major Violations. These consist of speeding and other moving traffic infractions. See WAC 308-104-160. Traffic photo enforcement and parking tickets do not appear on driving records as Moving Violations. If multiple citations are issued on the same day, they will be counted as a single violation.

TAB – G

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

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

10-01-21

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To: Mayor Phillips and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for September 2021

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

Long Beach

539 Total Incidents

Aid Call Assists: 3

Alarms: 6

Animal Complaints: 4

Assaults: 11

Assists: 75

(Includes 2 PCSO, 1 WSP And 1 Other Agency Assists Outside City Boundaries)

Burglaries: 0

Disturbance: 20

Drug Inv.: 3

Fire Call Assists: 6

Follow Up: 85

Found/Lost Property: 18

Harassment: 7

Malicious Mischief: 5

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 1

Runaway: 0

Security Checks: 93

Suspicious: 21

Thefts: 6

Traffic Accidents: 12

Traffic Complaints: 20

Traffic Tickets: 28

Traffic Warnings: 98

Trespass: 5

Warrant Contacts: 2

Welfare Checks: 9

Ilwaco (Includes 35 Calls At Port)

282 Total Incidents

Aid Call Assists: 0

Alarms: 3

Animal Complaints: 6

Assaults: 3

Assists: 24

(Includes 35 Calls At Port)

Burglaries: 0

Disturbance: 15

Drug Inv.: 1

Fire Call Assists: 0

Follow Up: 39

Found/Lost Property: 3

Harassment: 16

Malicious Mischief: 0

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 1

Prowler: 1

Runaway: 0

Security Checks: 104

Suspicious: 20

Thefts: 3

Traffic Accidents: 5

Traffic Complaints: 2

Traffic Tickets: 6

Traffic Warnings: 7

Trespass: 4

Warrant Contacts: 0

Welfare Checks: 19

Monthly Report Continued:

Page 2 of 3

On September 1st the department received refresher training in the use of the Taser. Also, Officer Goodman received firearms training. He qualified with his duty weapons.

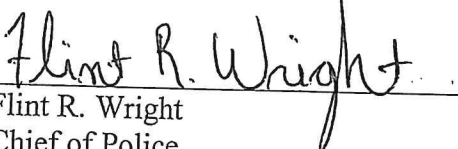
Labor Day Weekend, September 3rd-6th, was busy. The crowds were large. There were no major incidents over the long weekend.

Rod Run, September 10th-12th, was a zoo. The crowds were some of the largest I have seen for quite some time. As usual we brought in extra officers for the event - 17 in all. Our local Washington State Patrol detachment really stepped up and helped out as well.

On Friday night we had a serious accident that resulted in a pedestrian being hit by a car and sustaining a broken leg. The driver was arrested for DUI, reckless driving and vehicular assault. Over all the department arrested 2 drivers for DUI and turned over about 7 or 8 drivers to the WSP for DUI as well. 16 citations were issued for everything from negligent driving to open container and well over 50 warnings were given.

Rod Run weekend always makes me very nervous. Unlike any other event, including July 4th, Rod Run has the potential for a serious disaster every year. I am thankful that the City of Long Beach continues to give me the tools to make a serious effort to deal with that weekend.

Attached is an email I received from a resident thanking the department for the response to a call. Deputy Chief Casey Meling and Officer Anthony Natsiopoulos were the two who handled the call.


Flint R. Wright
Chief of Police

Flint Wright

From: Flint Wright
Sent: Tuesday, September 21, 2021 8:26 AM
To: Tim Fields-Lardie
Subject: RE: Thank you

Mr. Fields,

Thanks for the kind words. I will pass then on.

Chief Flint Wright

-----Original Message-----

From: Tim Fields-Lardie [mailto:waonze@gmail.com]
Sent: Monday, September 13, 2021 2:32 PM
To: Flint Wright <fwright@longbeachwa.gov>; David Glasson <dglasson@longbeachwa.gov>
Subject: Thank you

[External Email]

On 9/12 I observed individuals from the residence at 205 5th st NW enter the building site at 214 5th st NW and begin to vandalize the styrofoam concrete wall forms which are on that site awaiting construction . They also began trying to break windows in the Tinker House across the fence on 6th st with a slingshot and rocks . I stepped out of my door at 207 5th st NW and told them to stop and to leave the property , at which time a number of intoxicated males in the group aggressively threatened myself , my family and my property (" We will kill you ! We will burn your house ! ") . They also verbally abused me for being handicapped . This is typical behavior from the residents/guests of that home .

I called LBPD and two officers responded immediately . They were both extremely professional and courteous and , I believe , handled the situation very effectively . I have had the pleasure of watching these particular officers on other occasions in very delicate situations and I continue to be impressed by their demeanor and integrity . I feel safer knowing that our city is protected by such fine people . I'm sorry that my chemo addled brain didn't collect their names but I'm sure you will know who they are and thank them for me and my family once again . You can all feel great pride in the work that you do to keep Long Beach such a wonderful place to live ! Thank you !

Timothy Fields-Lardie

Sent from my iPad