



## AGENDA –November 8, 2021

**4:00 p.m. Public Meeting**

Long Beach City Hall

115 Bolstad Avenue West

**Zoom Webinar ONLY**

**Meeting ID: 814 5330 4182**

### **4:00 WORKSHOP**

**WS 21-22 Budget Workshop – Budget Wrap-up**

### **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.

### **BUSINESS**

- **AB 21-59 – Agreement with Curative Inc for Mobile Covid Testing**

### **FUTURE CITY COUNCIL MEETING SCHEDULE**

The Regular City Council meetings are held the 1<sup>st</sup> and 3<sup>rd</sup> Monday of each month at 7:00 PM and may be preceded by a workshop.  
November 15, 2021, December 6, 2021 & December 20, 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.



**CITY COUNCIL  
WORKSHOP BILL  
WS 21-22**

**Meeting Date: November 8, 2021**

AGENDA ITEM INFORMATION		
<b>SUBJECT: Budget Recap</b>	<b>Originator:</b>	
	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	
<b>COST: N/A</b>		
<b>SUMMARY STATEMENT: Overview off all of the funds.</b>		

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.



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

**Meeting Date: November 8, 2021**

**AGENDA ITEM INFORMATION**

<b><i>SUBJECT: Agreement with Curative Inc for Mobile COVID Testing</i></b>	<b><i>Originator:</i></b>	
	Mayor	
	City Council	
	City Administrator	DG
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Finance Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
	Water/Wastewater Supervisor	
<b><i>COST: NA</i></b>	Other:	

***SUMMARY STATEMENT:*** Pacific County Department of Health contacted the city searching for a venue to host COVID testing. The city recommended the stage as a possible location and the County eagerly agreed. Curative INC performs COVID testing and furnishes the testing supplies. This would be a huge benefit to the community, to provide local PCR testing.

***RECOMMENDED ACTION:*** *Authorize the staff to enter into an agreement with Curative INC for mobile COVID testing.*

## **MOBILE COVID TESTING AGREEMENT**

**WHEREAS**, the City of Long Beach, Washington (the “Partner”) wishes to launch a COVID-19 mobile testing program within the Long Beach, Washington area that is generally available to the public; and

**WHEREAS**, Curative Inc. (“Vendor”), a COVID-19 testing company, possesses capabilities to provide mobile testing within the Long Beach, Washington area via specialized, adapted vehicles; and

**WHEREAS**, Vendor and Partner (together, the “Parties”) wish to collaborate on such COVID-19 testing; and

Subject to the terms and conditions below, Partner, at no charge to Vendor, shall provide a public area for placement of the Vendor-supplied testing vehicle, and Vendor shall provide access for the public to the vehicle and staff at no charge to Partner. PCR testing shall be conducted from the vehicle as follows: Monday through Friday starting November 19, 2021 through March 19, 2022 unless earlier terminated by either Party, and with the option to extend. Hours of operation will be determined by both Parties. This is subject to change at the discretion of Vendor.

1. Vendor shall comply with all Partner property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither Vendor, nor its workers or consultants, shall, under any circumstances, be considered employees of Partner.
3. Partner shall not be liable for any damage caused by acts of nature; (i.e., power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by the vendor).
4. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to operate and maintain the testing vehicle.
5. Vendor shall secure and keep a general commercial insurance policy covering property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate with

an insurance carrier acceptable to Partner. Vendor shall also secure and maintain workers' compensation insurance if Vendor has employees as required by State law. Vendor will add Partner as an additional insured to all policies as indicated by Partner. The entity(ies) and address(es) that should be listed include:

City of Long Beach, Veteran's Field Stage, 111 3<sup>rd</sup> Street SE, Long Beach, WA 98631

6. Vendor shall only operate in the approved locations within the area specified by Partner. The specific location(s) is: Veteran's Field Stage, 111 3rd St. SE, Long Beach, WA 98631.
7. Partner agrees to advertise and publicize the mobile testing site. Partner agrees to consult Vendor regarding any advertisement or public commentary regarding the mobile site prior to publicizing.
8. The mobile testing vehicle, equipment, and procedures, and all intellectual property associated with such, shall remain Vendor's sole and exclusive property.
9. Upon the expiration or termination of this Agreement, Vendor shall leave the Partner provided area in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing written notice to the other. Such termination shall take place three (3) days after sending of such notice.

## **COMPLIANCE WITH LAWS**

1. Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations.
2. Each Party shall indemnify and hold harmless the other Party and its representatives, officers, agents, volunteers, and employees from and against third-party claims caused by or arising out of any direct breach of this Agreement it is responsible hereunder, and any and all actions, suits, proceedings, claims, demands or judgment incidents thereto. This provision shall survive termination of this Agreement.

[signature page follows]

**Partner Name:**  
**City of Long Beach, Washington**

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

Name and Title: \_\_\_\_\_

**Curative Inc.:**

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

Name and Title: \_\_\_\_\_