

AGENDA – Tuesday, January 18, 2022

6:00 p.m. Workshop

7:00 p.m. City Council Meeting Zoom Webinar ONLY

Meeting ID: 831 6447 0113

Password: 12345678

6:00 WORKSHOP

WS 22-02 Understanding Housing: Our Needs, Challenges and Opportunities – TAB A

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

Call to order Mayor Phillips, Council Member Svendsen, Council Member McGuire,
And roll call Council Member Murry, Council Member Reddy & Council Member Coleman

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 B

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

- Minutes, January 3, 2022, Regular Meeting
- Payment Approval List for Warrant Registers 60648-60676 & 89078-89120 for \$741,736.18
- AB 22-03 Resolution 2022-01 Sewer Comprehensive Plan PUBLIC HEARING- TAB C
- AB 22-04 Law Enforcement Contract with the City of Ilwaco TAB D
- AB 22-05 Contract with Systems Interface TAB E
- AB 22-06 Gray and Osborne Amendment #2 Boardwalk Engineering TAB F

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS – TAB G

- Police Chief's Report for December 2021
- Appreciation letter from TVW

FUTURE CITY COUNCIL MEETING SCHEDULE

The Regular City Council meetings are held the 1st and 3rd Monday of each month at 7:00 PM and may be preceded by a workshop. February 7, 2022, February 22, 2022 & March 7, 2022

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 22-02

Meeting Date: January 18, 2022

AG	SENDA ITEM INFORMATION	
SUBJECT: Understanding		Originator:
Housing: Our Needs, Challenges	Mayor	
and Opportunities	City Council	
and Opportunities	City Administrator	
	City Attorney	
	City Clerk	
	City Engineer	
	Community Development Director	
	Events Coordinator	
	Finance Director	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
SUMMARY STATEMENT: Grou	up Discussion facilitated by Kelly Ru	op.

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.

TAB - B

LONG BEACH CITY COUNCIL MEETING

January 3, 2022

6: 30 COUNCIL WORKSHOP

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

WS 22-01 - 100- Year Celebration Discussion

David Glasson, City Administrator, presented the workshop bill. The purpose of this workshop is to have a discussion on the planning process and give an update on the status of the celebration.

7: 00 CALL TO ORDER

Mayor Phillips called the meeting to order.

ROLL CALL

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

PUBLIC COMMENT

Karla Jensen, Long Beach Merchants President, commented about the Town Hall meeting.

CONSENT AGENDA

Minutes, December 21, 2021, Regular Meeting

Payment Approval List for Warrant Registers - 60628-60647 & 89091-89077 for \$179,406.23

C. Svendsen made the motion to approve the Consent Agenda. C. Coleman seconded the motion; 5 Ayes, motion passed.

BUSINESS

AB 22-01 - Code Enforcement Protection of Investment

David Glasson, City Administrator, presented the Agenda Bill. The City has been working on code enforcement projects the past few years. One project is complete, with the property going up for sale. To protect the city, it is important to bid on the property to make sure the city recovers all money invested in the cleanup. If an amount under that is bid, the city would bid up to that cost and own the property. The money we bid would come right back to the city and we could then decide what to do with the lots, including selling them.

C. Svendsen made the motion to authorize staff to bid on the Washington Street Property. C. Coleman seconded the motion; 4 Ayes; 1 Abstain (C. Reddy), motion passed.

AB 22-02 - Mayor Pro Tempore

David Glasson, City Administrator, presented the Agenda Bill. Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.

C. Murry made the motion to nominate C. McGuire as Mayor Pro Tempore. C. Svendsen seconded the motion; 5 Ayes, motion passed.

DEPARTMENT HEAD ORAL REPORTS

CORRESPONDENCE AND WRITTEN REPORTS

None

ADJOURNMENT

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

	Mayor	
City Clerk		



Warrant Register

Check Periods: 2022 - January - First

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Dec 30 2021	Receipting Vendor	12/30/2021	84	\$407.42
Dec 31 2021	Receipting Vendor	12/30/2021	. C&	\$62.29
IC - (Dec 31 2021 8:50PM EFT)	Receipting Vendor	12/31/2021	2.75 C S	\$262.07
IC - (Dec 31 2021 8:51PM Onln Bnk Dir)	Receipting Vendor	12/31/2021	\$1	\$191.52
IC - (Jan 1 2022 8:46PM Visa/MC/DSC)	Receipting Vendor	1/1/2022	\$1,1	\$1,184.49
IC - (Jan 2 2022 8:50PM EFT)	Receipting Vendor	1/2/2022	0.1.69	\$1,063.89
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IC - (Jan 12 2022 9:16PM Onln Bnk Dir)	Receipting Vendor	1/12/2022	\$3,712.20
		Total Deposit	\$250,357,09
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60651	Coleman, George J	1/5/2022	\$266.21
60652	Goulter, John R	1/5/2022	\$2,039.80
<u>60653</u>	Huff, Timothy M	1/5/2022	\$2,044.71
60654	Kaino, Kris A	1/5/2022	\$1,013,02
<u>60655</u>	Kemmer, Larry L	1/5/2022	\$1,729.93
90929	Luethe, Paul J	1/5/2022	\$1,839,33
60657	McGuire, Tina M	1/5/2022	\$266.21
<u>60658</u>	Murry, Del R	1/5/2022	\$266.21
60659	Padgett, Timothy J	1/5/2022	\$1,533.66
09909	Quittner, Jonathan H	1/5/2022	\$1,135,93
60661	Reddy, Patrick E	1/5/2022	\$252.71
<u>60662</u>	Svendsen, Sue M	1/5/2022	\$266.21
<u>60663</u>		1/5/2022	\$2,936.87
60664	Anderson, David T	1/5/2022	\$2,733.01
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TAB - C



CITY COUNCIL AGENDA BILL

AB 22-03

Meeting Date: January 18, 2022

SUBJECT: Resolution		Originator:
2022-01	Mayor	
2022-01	City Council	-
	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	-
	Fire Chief	
	Police Chief	-
	Streets/Parks/Drainage Supervisor	-
COST: N/A	Water/Wastewater Supervisor	
	Other:	

SUMMARY STATEMENT:

Resolution 2022-01 Adopts the General Sewer Plan for the City of Long Beach.

RECOMMENDED ACTION: Adopt Resolution 2022-01

RESOLUTION NO. 2022-01

A RESOLUTION OF THE CITY OF LONG BEACH, WASHINGTON, ADOPTING THE 2022 GENERAL SEWER PLAN

WHEREAS, pursuant to the requirements of R.C.W. 90.48.110 Chapter 173-240 WAC, the City Council of the City of Long Beach has previously adopted a General Sewer Plan; and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City sanitary sewer collection system, treatment facilities, pretreatment, and reclaimed water needs, and based upon these findings has prepared a 20 Year General Sewer Improvement Program identifying both short and long term infrastructure needs and estimated costs; and

WHEREAS, a public hearing was held on January 18, 2022, on the said General Sewer Plan; and

WHEREAS, the Long Beach General Sewer Plan will be submitted to the Washington State Department of Ecology once it is approved locally;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LONG BEACH, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Program Adopted. The General Sewer Plan for the City of Long Beach, as revised, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as is fully set forth, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

PASSED BY THE CITY COUNCIL OF THE CITY OF LONG BEACH AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 18TH DAY OF JANUARY 2022.

AYES	NAYS	ABSENT	
ATTEST:			Jerry Phillips, Mayor
Jessie Hermens,	City Clerk		

TAB - D



CITY COUNCIL AGENDA BILL

AB 22-04

Meeting Date: January 18, 2022

SUBJECT: 2022 Law		Originator:
Enforcement Agreement	Mayor	
•	City Council	
with Ilwaco	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: N/A	Water/Wastewater Supervisor	
	Other:	

Updated Agreement with Ilwaco to provide law enforcement services.

RECOMMENDED ACTION: Authorize Mayor Phillips to sign

AGREEMENT

LAW ENFORCEMENT SERVICES

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

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

WITNESSETH

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

- 1. 24-hour complaint response and patrols consistent with the historical relationship between the parties and City's approach for patrols of the City of Long Beach.
- 2. There shall be submitted to the appropriate person at Ilwaco City Hall a monthly activity report of complaints generated within the city.

- 3. A representative of the Police Department will attend Council meetings as requested to answer questions and explain procedures.
- 4. The CONTRACTOR agrees to assign a liaison for contact with the Chief of Police for handling suggestions and complaints.
- 5. The CITY agrees to enforcement of Washington State laws comprising scope of authority under RCW 9 and 9A, RCW 46, RCW 69, RCW 70, RCW 77, RCW 59 and applicable City of Ilwaco Ordinances.
- II. The CITY Mayor shall be the Administrator of this Agreement. The rendition of services, the standards of performance, the control and discipline of officers and employees and other matters incident to providing services shall remain with the CITY. In the event a dispute arises between the parties as to the extent of duties and functions to rendered hereunder or the minimum level or manner of performance of such services, the CITY Mayor shall resolve the dispute and his decision shall be final and conclusive as between the parties herein.
- III. The CITY shall furnish and supply all necessary personnel, supervision, equipment, communication facilities and supplies utilized by the CITY Police Department to maintain the level of service to be rendered hereunder. Furthermore, the CITY shall pay all salaries, employee benefits and other costs in connections therewith.
- IV. The CONTRACTOR shall reimburse the CITY \$294,105 (Two Hundred Ninety-Four Thousand One Hundred Five) per year for performing services herein. Payment by the CONTRACTOR to the CITY shall be made in twelve (12) equal payments of \$24,508.75 per month for each month during the term of this Agreement. Payment shall be remitted to the CITY no later than the 10th day of each month. Said total amount paid by the CONTRACTOR to the CITY may be adjusted upward annually (at the beginning of each calendar year) a maximum of 5% (five percent) per year to reflect operating costs.

Unless sooner terminated as provided for herein, this Agreement shall be effective from January l, 2022 through December 31, 2024, dates inclusive. Notwithstanding the provisions of the paragraph hereinbefore set forth, either party may terminate this Agreement upon notice in writing to the other party of not less than 365 (three hundred sixty-five) days prior to the intended termination. This contract shall be reviewed every two years.

- V. The parties further agree that the Indemnification/Hold Harmless Agreement marked Addendum A is hereby acknowledged by all parties as being a part of this Law Enforcement Services Agreement and is made a part thereof by reference.
- VI. This contract is based on current circumstances and staffing. If the parties, at any time, wish to modify the agreement to meet differing circumstances, a simple addendum to this contract signed by both Mayors will suffice.

IN WITNESS WHEREOF, the CONTRACTOR, by action of its City Council this ____day of ______, 2022, caused this Agreement to be signed by its Mayor and attested to by its Clerk, and the CITY, by action of its City Council this 18th day of January, 2022, caused this Agreement to be signed by its Mayor and attested to by its Clerk.

Mayor, City of Ilwaco	Mayor, City of Long Beach
ATTEST:	ATTEST:
Clerk of the City of Ilwaco	Clerk of the City of Long Beach

ADDENDUM A

Indemnification / Hold Harmless Agreement

Except as specified below, the CITY and the CONTRACTOR expressly agree that each party shall defend, indemnify, and hold harmless the other party and its officers, officials, agents, employees, and volunteers from any and all claims, injuries, actions, damages, losses or suits including reasonable attorney's fees, which arise out of, are connected with, or due to any errors, omissions or negligent acts in performance of this agreement, except for each party's own comparative negligence.

For police services performed by the CITY arising out of or in connection with enforcement of City of Ilwaco ordinances or directives, the parties agree that the CITY and its officers and agents shall not be liable for any act or omission or except for those involving sole negligence of the CITY, its officers or agents.

TAB - E



CITY COUNCIL AGENDA BILL

AB 22-05

Meeting Date: January 18, 2022

AG	SENDA ITEM INFORMATION	
SUBJECT: 2022		Originator:
Agreement with Systems	Mayor	
	City Council	
Interface Inc.	City Administrator	DG
	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: Not to exceed	Water/Wastewater Supervisor	
\$40,000	Other:	
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SUMMARY STATEMENT: The City of Long Beach is seeking to renew the contract with Systems Interface, Inc. to provide services related to the SCADA system at the Sewer Plant. During the time we used Systems Interface, Inc. in 2021, service was prompt and complete.

RECOMMENDED ACTION: Authorize Mayor Phillips to sign

PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF LONG BEACH AND SYSTEMS INTERFACE INC. FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into Pacific County, Washington, by and between **City of Long Beach**, hereinafter called the "**City**," and **Systems Interface** Inc., a Washington corporation, hereinafter called the "**Consultant**."

WHEREAS, the Consultant has represented, and by entering into this Agreement, now represents, that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this agreement are fully qualified and properly licensed to perform the work to which they will be assigned.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein below, the parties hereto agree as follows:

ARTICLE I. PURPOSE

The purpose of this agreement is to provide the City with engineering services for the Annual Contract for Telemetry Repair and Maintenance as described in Article II. The general terms and conditions of relationships between the City and the Consultant are specified in this agreement.

ARTICLE II. SCOPE OF WORK

The scope of work is set out in the attached "City of Long Beach Annual Contract for Telemetry Repair and Maintenance", hereinafter referred to as the "Scope of Services," Attachment A. All services and materials necessary to accomplish the tasks outlined in Attachment A shall be provided by the Consultant unless noted otherwise in the scope of services or this agreement.

ARTICLE III. OBLIGATIONS OF THE CONSULTANT

3.1 MINOR CHANGES IN SCOPE. The Consultant shall accept minor changes, amendments, or revision in the detail of the work as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

Extra Work. The City may desire to have the Consultant perform work or render services in connection with the project in addition to or other than work provided for by the expressed intent of the scope of work in the scope of services. Such work will be considered extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

3.2 WORK PRODUCT AND DOCUMENTS. The work product and all documents listed in the scope of services shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this agreement or in the event that this contract shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work done to date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a prerequisite to final payment under this contract. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of these documents or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

- **3.3 TIME OF PERFORMANCE.** The Consultant shall be authorized to begin under the terms of this agreement upon signing of both the scope of services and this agreement and shall complete the work by December 31st, 2022, unless a mutual written agreement is signed to change the schedule. An extension of the time for completion may be given by the City due to conditions not expected or anticipated at the time of execution of this agreement.
- **3.4 NONASSIGNABLE.** The services to be provided by the consultant shall not be assigned or subcontracted without the express written consent of the City.
- **3.5 EMPLOYMENT.** Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.

3.6 INDEMNITY.

- a. The Engineer will at all times indemnify and hold harmless and defend the City, its elected officials, officers, employees, agents and representatives, from and against any and all lawsuits, damages, costs, charges, expenses, judgements and liabilities, including attorney's fees (including attorney's fees in establishing indemnification), collectively referred to herein as "losses" resulting from, arising out of, or related to one or more claims arising out of negligent acts, errors, or omissions of the Engineer in performance of Engineer's professional services under this agreement. The term "claims" as used herein shall mean all claims, lawsuits, causes of action, and other legal actions and proceedings of whatsoever nature, involving bodily or personal injury or death of any person or damage to any property including, but not limited to, persons employed by the City, the Engineer or other person and all property owned or claimed by the City, the Engineer, or affiliate of the engineer, or any other person.
- b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damaging arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the City, its members, officers, employees and agents, the Engineer's liability to the City, by way of indemnification, shall be only to the extent of the Engineer's negligence.

c. The provisions of this section shall survive the expiration or termination of this agreement.

3.7 INSURANCE.

- a. Minimum Limits of Insurance. The Consultant shall, before commencing work under this agreement, file with the City certificates of insurance coverage to be kept in force continuously during this agreement, and during all work performed pursuant to all short form agreements, in a form acceptable to the City. Said certificates shall name the City as an additional insured with respect to all coverage except professional liability insurance. The minimum insurance requirements shall be as follows:
 - Comprehensive General Liability. \$1,000,000 combined single limit per occurrence for bodily injury personal injury and property damage;
 - 2. <u>Automobile Liability.</u> \$300,000 combined single limit per accident for bodily injury and property damage;
 - 3. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington;
 - 4. Consultant's Errors and Omissions Liability. \$1,000,000 per occurrence and as an annual aggregate.
- **b. Endorsement.** Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, and has been given to the City.
- **c.** Acceptability of Insurers. Insurance to be provided by Consultant shall be with a Bests rating of no less than A:VII, or if not rated by Bests, with minimum surpluses the equivalent of Bests' VII rating.
- **d. Verification of Coverage.** In signing this agreement, the Consultant is acknowledging and representing that required insurance is active and current.

3.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL EMPLOYEMENT LEGISLATION. The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

- 3.9 UNFAIR EMPLOYMENT PRACTICES. During the performance of this agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.
- 3.10 AFFIRMATIVE ACTION. Affirmative action shall be implemented by the Consultant to ensure that applicants for employment and all employees are treated without

regard to race, creed, color, sex, age, marital status, national origin or the presence of any sensory, mental or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees and agent adhere to this provision.

- **3.11 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this agreement. This contract shall be interpreted and construed in accordance with the laws of Washington. Venue for any action commenced relating to the interpretation; breach or enforcement of this agreement shall be in King County Superior Court.
- **3.12 INDEPENDENT CONTRACTOR.** The Consultant's relation to the City shall at all times be as an independent contractor.

ARTILE IV. OBLIGATIONS OF THE CITY

- **4.1 PAYMENTS.** The Consultant shall be paid by the City for completed work for services rendered under this agreement and as detailed in the scope of services as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the work. Payment shall be on a time and expense basis, provided, however, in no event shall total payment under this agreement exceed \$40,000. In the event the City elects to expand the scope of services from that set forth in Attachment A, the City shall pay Consultant an additional amount based on a time and expense basis, based upon Consultant's current schedule of hourly rates.
 - a) Invoices shall be submitted by the Consultant to the City for payment pursuant to the terms of the scope of services. The invoice will state the time expended, the hourly rate, a detailed description of the work performed, and the expenses incurred during the preceding month. Invoices must be submitted by the 20th day of the month to be paid by the 15th day of the next calendar month.
 - b) The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.
- **4.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this contract must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of work and City requirements.
- **4.3 TERMS.** This contract will commence on January 1st, 2022 and automatically renew on January 1st of every calendar year, unless terminated earlier pursuant to Section 5.2.

ARTICLE V. GENERAL

5.1. NOTICES. Notices to the City shall be sent to the following address:

City of Long Beach City Hall 115 Bolstad Avenue West Long Beach, WA 98631

Notices to the Consultant shall be sent to the following address:

Systems Interface Inc. 10802 47th Ave W Mukilteo, WA 98275

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

5.2 TERMINATION. The right is reserved by the City to terminate this agreement in whole or in part at any time upon ten (10) days' written notice to the Consultant.

If this agreement is terminated in its entirety by the City for its convenience, a final payment shall be made to the Consultant which, when added to any payments previously made, shall total the actual costs based upon time and the consultant's current schedule of hourly rates as the work completed at the time of termination.

- **5.3 DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this contract may be resolved by a mutually agreed upon alternative dispute resolution of arbitration or mediation.
- **5.4 NONWAIVER.** Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

DATED this	day of	, 20
City of Long Beach		CONSULTANT, Systems Interface, Inc.
Ву		Ву
Attest		Its

City of Long Beach Annual Contract for Telemetry Repair and Maintenance Attachment A – Scope of Services

DESCRIPTION OF PROJECT

Technical support, on-call emergency repair, and preventative maintenance services shall be performed by Systems Interface Inc ("the Consultant") for City of Long Beach ("City") Telemetry Systems. The wastewater telemetry system utilizes RUGID Computer RUG9 RTU's (Remote Telemetry Units), Allen Bradley PLC's, along with the Wonderware InTouch SCADA (Supervisory Control and Data Acquisition) systems.

Such services shall include:

 Preventative Maintenance for all Remote Telemetry Units, Allen Bradley PLC's and SCADA systems as required per the City's request.

PAYMENT

Payment to the consultant shall be as follows:

The Consultant shall invoice monthly with Time and Service reports for the previous months work. The total invoicing will not exceed the amount of \$40,000.

Additionally, for Emergency On-call Repair, Maintenance, and City-directed modification services, Payment will be made at the Consultant's hourly billing rates shown below for all Consultants personnel working directly on the project, plus direct expenses incurred in the work. The total hourly billing rates by personnel classification will be as follows:

Work Classification	Base Cost	Overhead & Profit Mult.	Total
Project Manager	\$62	2.80	\$175.00 / hr
Programmer/Engineer	\$52	2.78	\$145.00 / hr
Field/Instrument Technician	\$32	2.90	\$95.00 / hr
Fabrication Technician	\$28	3.0	\$85.00 / hr
Computer Aided Drafter	\$25	2.95	\$75.00 / hr
Administrative Assistant	\$22	2.89	\$65.00 / hr

Job expenses (such as mileage, meals and cellular expenses) will be billed to the City at actual cost plus 10% to cover administration and overhead.

The City shall pay the Consultant in the amounts specified above for the services performed under this Agreement. Such payment shall constitute full and complete payment by the City under this Agreement, and shall include payment for costs, expenses, and profit.

TIME AND PERFORMANCE

The Consultant will coordinate with the City to ensure requested Preventative Maintenance visits are made at a convenient time for both the Consultant and the City. For on-call emergencies, the Consultant will make every reasonable effort to respond within 24 hours of notification of an emergency problem. The Consultant shall not be held responsible for delays occasioned by factors beyond its control that could not reasonably have been foreseen at the time of the execution of the Agreement.

1 of 1 1/11/2022

TAB - F



CITY COUNCIL AGENDA BILL

AB 22-06

Meeting Date: January 18, 2022

Į –	AGENDA ITEM INFORMATION	
SUBJECT: Gray and		Originator:
Osborne Engineer	Mayor	
	City Council	
Services Contract	City Administrator	DG
Amendment #2	City Attorney	
	City Clerk/Treasurer	
	City Engineer	
	Community Development Director	
	Fire Chief	
	Police Chief	
	Streets/Parks/Drainage Supervisor	
COST: \$15,384	Water/Wastewater Supervisor	
σσστ. φτο,σστ	Other:	

SUMMARY STATEMENT: The City of Long Beach was searching for additional grant funding for the replacement of the Boardwalk. Additional information was required to submit for the grant. This amendment covers costs associated with the additional engineering.

RECOMMENDED ACTION: Authorize Mayor Phillips to sign

AMENDMENT NO. 2 TO

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES G&O JOB NO. 21448

THIS AMENDMENT, by and between the City of Long Beach, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) February 2, 2021, for additional services related to the Boardwalk Decking Replacement.

See attached Exhibit A and Exhibit B for scope and fee. For a not-to-exceed cost of \$15,384.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY	& OSBORNE, INC.	CITY OF LONG BEACH
Ву:	MickOB J.C. (Signature)	By:(Signature)
Name:	Michael B. Johnson, P.E., President GRAY & OSBORNE, INC.	Name:(Print)
Date: _	1/11/22	Date:

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF LONG BEACH BOARDWALK DECKING REPLACEMENT AND REPAIRS AMENDMENT 2

The City requested assistance with the preparation of a Preliminary Engineering Report, Preliminary Environmental Report to support the City's funding application for construction funding from the US Department of Commerce Economic Development Administration. Gray & Osborne prepared the original Preliminary Engineering Report and Environmental Report, cost estimates and revisions to the original documents in response to comments and questions from the funding agency.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Long Beach - Boardwalk Decking Replacement and Repairs

	Project Manager
Tasks	Hours
1 Provide Funding Application Assistance	80
Hour Estimate:	80
Fully Burdened Billing Rate Range:*	\$130 to \$213
Estimated Fully Burdened Billing Rate:*	\$192.30
Fully Burdened Labor Cost:	\$15,384

Total Fully Burdened Labor Cost:	\$ 15,384
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ -

TOTAL ESTIMATED COST: \$ 15,384

^{*} Actual labor cost will be based on each employee's actual rate.

Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

TAB - G

Long Beach Police

P.O. Box 795 Long Beach, WA 98631 Phone 360-642-2911 Fax 360-642-5273

01-01-22

Page 1 of 5

To: Mayor Philipps and Long Beach City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for December 2021

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

Long Beach

Ilwaco (Includes 48 Calls At Port)

379 Total Incidents282 Total IncidentsAid Call Assists: 2Aid Call Assists: 1Alarms: 9Alarms: 3Animal Complaints: 3Animal Complaints: 4

Assaults: 5 Assaults: 3 Assists: 85 Assists: 32

(Includes 5 PCSO, 1 WSP And 2 Other Agency Assists Outside City Boundaries)

Burglaries: 0
Disturbance: 16
Drug Inv.: 1
Drug Inv.: 0
Fire Call Assists: 4
Follow Up: 62

Burglaries: 1
Disturbance: 14
Drug Inv.: 0
Fire Call Assists: 3
Follow Up: 52

Found/Lost Property: 4 Found/Lost Property: 2

Harassment: 4

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Persons: 0

Harassment: 5

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 1

Missing Persons: 0

Prowler: 1 Prowler: 1
Runaway: 0 Runaway: 0
Security Checks: 96 Security Checks: 96
Suspicious: 21 Suspicious: 10
Thefts: 8 Thefts: 4

Traffic Accidents: 4 Traffic Accidents: 3
Traffic Complaints: 13 Traffic Complaints: 10
Traffic Tickets: 5 Traffic Tickets: 6
Traffic Warnings: 15 Traffic Warnings: 11

Trespass: 13 Trespass: 10

Warrant Contacts: 3 Warrant Contacts: 2 Welfare Checks: 3 Welfare Checks: 7

Monthly Report Continued:

Page 2 of 5

On December 4th the department participated, with other law enforcement agencies, in our annual "Shop With A Cop" event. 15 children were each paired with an officer for a breakfast, parade through Long Beach and then shopping at Dennis Company.

Also on the 4th the department provided traffic control for Ilwaco's Christmas tree lighting event.

On December 9th the department had firearms range training. This training was a nighttime shoot with our duty handguns.

New Year's Eve was very quiet. There were no problems.

Attached to this report are the total numbers for 2021.

Flint R. Wright

LBPD

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

From: Chief Flint R. Wright

Ref: Annual Report For 2021

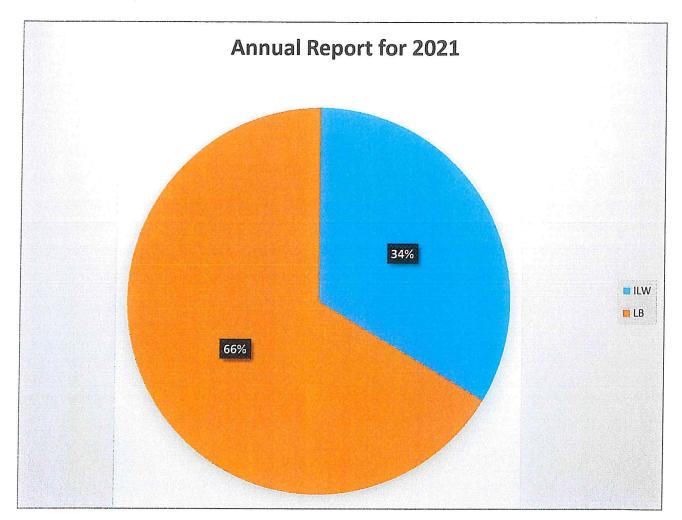
During the Year the Long Beach Police Department handled the following cases and calls:

Long Beach Ilwaco

6,009	Total Incidents	3,033	Total Incidents
21	Aid Call Assists	8	Aid Call Assists
70	Alarms	40	Alarms
89	Animal Complaints	42	Animal Complaints
67	Assaults	33	Assaults
1056	Assists	299	Assists
17	Burglaries	8	Burglaries
257	Disturbance	142	Disturbance
42	Drug Inv.	15	Drug Inv.
46	Fire Call Assists	11	Fire Call Assists
1112	Follow Up	522	Follow Up
127	Found/Lost Property	19	Found/Lost Property
109	Harassment	73	Harassment
76	Malicious Mischief	11	Malicious Mischief
4	MIP - Alcohol	1	MIP - Alcohol
10	MIP - Tobacco	1	MIP - Tobacco
7	Missing Persons	2	Missing Persons
17	Prowler	6	Prowler
9	Runaway	3	Runaway
1365	Security Checks	1127	Security Checks
256	Suspicious	158	Suspicious
90	Thefts	38	Thefts
76	Traffic Accidents	24	Traffic Accidents
205	Traffic Complaints	76	Traffic Complaints
164	Traffic Tickets	67	Traffic Tickets
429	Traffic Warnings	141	Traffic Warnings
108	Trespass	51	Trespass

43 Warrant Contacts 137 Welfare Checks 20 Warrant Contacts95 Welfare Checks

ILW 3,033 LB 6,009



David Glasson City Administrator P.O. Box 310 115 Bolstad Avenue W Long Beach, WA 98631

Dear David,

Thank you so much for taking the time to answer our questions and show us around your beautiful town, Long Beach. It's a gorgeous location and a fantastic place to be a photographer. Your insight shines through the interview and really highlights the reality of Cascadia Subduction Zone contingency planning: the difficult choices facing communities like Long Beach; the determination to meet those challenges head on; and the complications that can derail even the best laid plans. We left with a new appreciation for Long Beach and for City Administrator David Glasson. Seriously, thanks a lot. This mug and pen are a small token of that appreciation.

Sincerely,

Mike McClanahan

Mike McClanahan
Executive Producer/Host
TVW - Washington's Public Affairs Network
1058 Capitol Way South
Olympia, Washington 98501