



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, March 14, 2016**

6:00 p.m. REGULAR COUNCIL MEETING

AGENDA

- A. Call to order**
- B. Flag Salute**
- C. Roll Call**
- D. Approval of Agenda**
- E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine 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. The staff recommends the approval of the following items:

- 1. Approval of Minutes (TAB 1)
 - a. February 22, 2016 Regular Meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 38685 to 38690 + electronic payments \$29,158.31
 - b. Checks: 38684, and 38691 to 38749 \$72,508.68
 - GRAND TOTAL: \$101,666.99

- F. Reports**
 - 1. Staff Reports (TAB 3)
 - a. Clerk Report
 - b. Chief of Police Report
 - 2. Council Reports
 - 3. Mayor's Report

- G. Comments of Citizens and Guests Present**

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future

agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Oath of Office

1. Planning Commission Seat 1, Beth Hash

I. Business

J. Discussion

1. SPCHS as City’s Shelter of Record (TAB 9) – *Cassinelli*
2. RCO Grant Contract to Transform City Park – Phase 1(TAB 10) – *Karnofski*
3. PACCOM Memorandum of Understanding for Receipt and Expenditures of Funds from Proposition #1(TAB 11) – *Cassinelli*
4. Should the City lend appropriate equipment to the cemetery for necessary repairs following the slide (TAB 12) – *Chambreau*

K. Correspondence and Written Reports (TAB 14)

1. Senate Supplemental Budget Zeroes Out MRSC by July 1st
2. A Short Course on Local Planning
3. Request for Comment on the Wallacut River Confluence Estuary Restoration

L. Future Discussion/Agendas

1. Annual WTP and WWTP Internal Audits – *Chambreau*
2. Interlocal with Port of Ilwaco for City Park Funds - *Cassinelli*
3. Short Term Vacation Rentals – *City Planner*
4. Update to Critical Areas Ordinance - *Cassinelli*
5. Comprehensive Plan Amendment – *Cassinelli*
6. Neighborhood Preservation Ordinance - *Cassinelli*
7. Ordinance Amending Title 8 – Health and Safety – *Cassinelli*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	03/14/16 03/28/16	6:00 p.m.	Community Building
City Council	Public Hearing – Short Term Vacation Rentals	Monday	04/11/16	6:00 p.m.	Community Building
Planning Commission	Regular Meeting	Tuesday	04/05/16	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	04/12/16	6:00 p.m.	Fire Hall
Port/City Meeting	Regular Meeting	Tuesday	05/10/16	5:00 p.m.	Port Meeting Rm



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, February 22, 2016**

A. Call to Order

1. Mayor Cassinelli called the meeting to order at 6:01 p.m.

B. Flag Salute

1. The Pledge of Allegiance was recited.

C. Roll Call

1. Present: Councilmembers Jensen, Karnofski, Marshall, Chambreau, Forner and Mayor Cassinelli. City Planner Sam Rubin, Planning Commission Chair Nansen Malin.

D. Approval of Agenda

1. **ACTION: Motion to approve the agenda as presented. (Chambreau/Forner) 5 Ayes 0 Nays 0 Abstain.**

E. Approval of Consent Agenda

1. Including Checks 38654 to 38655 + Electronic totaling \$17,348.04, Checks: 38653, 38656 through 38683 totaling \$34,908.57 for a grand total of \$52,256.61.

ACTION: Motion to approve the consent agenda. (Marshall/Chambreau) 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

i. Planning Commission

Chair Nansen Malin reported that we have a waiting list for PC.

ii. Fire Dept. Report

Councilmember Forner reported that the department is continuing to work on the L&I checklist.

iii. City Clerk Report

Black Lake was sprayed for Brazilian Elodea on February 12 and there will be another spray prior to the fishing derby during March 14-18. City Hall stairs are complete!

2. Council Reports

- i. Councilmember Jensen thanked the Public Works crew for repairing the docket Black Lake recently. Also completed the structural load for the Fire Dept.

- ii. Councilmember Karnofski attended the Parks and Rec meeting this month. The commission will be going door to door this weekend and next to sell 6x6 donor tiles. P&R has met with Peninsula Arts Assoc. about the art project for the tile mural at the new park. Donation thank you letters will go out at the end of April. The 24th Annual Black Lake Fishing Derby will be held on April 30th this year. Register for the derby, head downtown to take part in the Loyalty Day Kiddie parade and Blessing of the Fleet, then check out Saturday Market! New Life Church will provide the pancake breakfast, Rotary is providing the hot dogs, and Ocean Spray will provide juices for the derby. P&R will be working on Black Lake Trail Maintenance in March.
- iii. Councilmember Chambreau attended the CREST board meeting with the Mayor.

3. Mayor's Report

- i. Mayor Cassinelli attended the CREST board meeting, and the Port/City meeting. Congratulations to the Ilwaco Wrestling Team who placed 5th Overall at State, and Riki Thompson on his 1st Place State Championship win!

G. Comments of Citizens and Guests Present

- 1. Bruce Peterson, President of the Ilwaco Merchant Association announced that the project for Fisherman's Park will be placed on hold for 90 days to allow for the potential of a new commercial building development.

H. Business

I. Discussion

1. SPCHS as City's Shelter of Record

Discussion over Section 6.04.060, Item D 3-day hold period should be longer than 3 days. Also, the last sentence of the section should be moved to 6.04.070. Discussion with the Police Chief regarding impoundment procedures. Council would like to have Keleigh Schwartz back for the next council meeting.

ACTION: Left as discussion for next meeting.

2. RCO Grant Contract to Transform City Park – Phase 1

Councilmember Karnofski asked if there was an amount the City would be comfortable contributing to the grant match, aside from labor and services which have already been agreed upon. Parks and Rec will continue fundraising efforts over the next few weeks.

ACTION: Left as discussion for next meeting.

3. Short Term Vacation Rentals

Planning Commission Chair Nansen Malin presented an overview of the ordinance to council. Planner Sam Rubin led council through a discussion of the changes. The ordinance prohibits short term rentals in R1 and R2 as either an outright use, or a conditional use which would require edits to the IMC land use table by adding a "Prohibited" designation. Council would like to see the area of R1 which is adjacent to the Port of Ilwaco C2 rezoned since it is a transitional area. The planner will make some

minor edits and have a new draft for council sent out this week. 60 day notice to Commerce and SEPA will then begin.

ACTION: Left as discussion.

4. Temporary Stockpile Removal

The Port of Ilwaco has accepted a bid from Jubilee Construction for \$5/cy and will begin removing the material soon. The Port and City will determine when and how to distribute the funds.

ACTION: Motion to move to business at this meeting. (Marshall/)

ACTION: Left as discussion for next meeting.

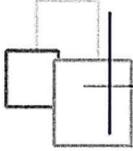
J. Future Discussion/Agendas

1. Annual WTP and WWTP Internal Audits - *Chambreau*
2. Should the City lend appropriate equipment to the cemetery for necessary repairs following the slide – *Chambreau*
3. Update to Critical Areas Ordinance - *Cassinelli*
4. Comprehensive Plan Amendment – *Cassinelli*
5. Neighborhood Preservation Ordinance - *Cassinelli*
6. Ordinance Amending Title 8 – Health and Safety - *Cassinelli*.

K. Motion to adjourn the meeting (Forner) Mayor Cassinelli adjourned the meeting at 8:18 p.m.

Mike Cassinelli, Mayor

Holly Beller, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>38685</u>	Fero, Jimmie W	2016 - March - First Meeting	\$1,032.67
<u>38686</u>	Williams, Thomas R	2016 - March - First Meeting	\$978.24
<u>38687</u>	AWC - Life Insurance	2016 - March - First Meeting	\$18.40
<u>38688</u>	AWC Employee Benefit Trust	2016 - March - First Meeting	\$5,224.92
<u>38689</u>	Dept of Retirement - Def Comp	2016 - March - First Meeting	\$155.00
<u>38690</u>	Dept of Retirement Systems	2016 - March - First Meeting	\$5,752.25
Alderman, Johnny	ACH Pay - 1805	2016 - March - First Meeting	\$1,558.22
Beller, Holly Celeste	ACH Pay - 1806	2016 - March - First Meeting	\$1,175.88
Benson, Austin	ACH Pay - 1807	2016 - March - First Meeting	\$989.19
Cassinelli, Michael	ACH Pay - 1808	2016 - March - First Meeting	\$423.70
Chambreau, Jon H.	ACH Pay - 1809	2016 - March - First Meeting	\$181.96
Forner, Gary	ACH Pay - 1811	2016 - March - First Meeting	\$399.60
Gray, Richard Roy	ACH Pay - 1812	2016 - March - First Meeting	\$1,162.61
Jensen, David	ACH Pay - 1813	2016 - March - First Meeting	\$181.96
Marshall, Fred	ACH Pay - 1814	2016 - March - First Meeting	\$181.96
Mc Kee, David A	ACH Pay - 1815	2016 - March - First Meeting	\$1,529.19
Mulinix, Vinessa	ACH Pay - 1816	2016 - March - First Meeting	\$180.76
Richardson, Troy	ACH Pay - 1817	2016 - March - First Meeting	\$1,299.81
Smith, Ariel	ACH Pay - 1818	2016 - March - First Meeting	\$1,274.93
Staples, Terri P	ACH Pay - 1819	2016 - March - First Meeting	\$365.57
<u>EFT-3-4-16</u>	Discovery Benefits	2016 - March - First Meeting	\$750.00
<u>EFT-3-4-16</u>	U.S. Treasury Department	2016 - March - First Meeting	\$4,341.49
			\$29,158.31

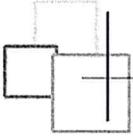
Treasurer

38685 through 38690 and electronic payments totalling \$29,158.31 are approved this 14th day of March, 2016.

Council member

Council member

Council member



Register

Fiscal: 2016
Deposit Period: 2016 - March
Check Period: 2016 - March - First Meeting

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>38684</u>	WA State Department of Health	3/14/2016	\$87.00
<u>38691</u>	A & E Security Solutions, Inc.	3/14/2016	\$89.85
<u>38692</u>	A Sparkling Castle	3/14/2016	\$455.00
<u>38693</u>	A-1 Redi Mix	3/14/2016	\$85.24
<u>38694</u>	Art's Auto Parts, Inc.	3/14/2016	\$2.35
<u>38695</u>	BSK Associates	3/14/2016	\$266.00
<u>38696</u>	Calvert Technical Services, Inc.	3/14/2016	\$768.25
<u>38697</u>	Cartomation, Inc.	3/14/2016	\$466.00
<u>38698</u>	Cities Insurance Association of WA	3/14/2016	\$250.00
<u>38699</u>	City of Ilwaco	3/14/2016	\$2,207.64
<u>38700</u>	City of Long Beach	3/14/2016	\$18,980.92
<u>38701</u>	CWCOG	3/14/2016	\$6,108.73
<u>38702</u>	Dennis CO	3/14/2016	\$281.70
<u>38703</u>	Discovery Benefits	3/14/2016	\$10.50
<u>38704</u>	Englund Marine Supply Inc	3/14/2016	\$66.37
<u>38705</u>	Evergreen Septic Service	3/14/2016	\$165.00
<u>38706</u>	Goulter Diamond Bar Ranch	3/14/2016	\$1,300.00
<u>38707</u>	Hach Company	3/14/2016	\$541.12
<u>38708</u>	HD Fowler Company	3/14/2016	\$765.02
<u>38709</u>	Heather Reynolds, Attorney	3/14/2016	\$738.00
<u>38710</u>	Home Depot Credit Services	3/14/2016	\$509.34
<u>38711</u>	IFOCUS Consulting Inc.	3/14/2016	\$2,250.00
<u>38712</u>	Jnb Mechanical, Inc.	3/14/2016	\$634.13
<u>38713</u>	John Deere Financial	3/14/2016	\$1,082.23
<u>38714</u>	Kris Kaino	3/14/2016	\$412.00
<u>38715</u>	L N Curtis & Sons	3/14/2016	\$318.14
<u>38716</u>	Lawson Products	3/14/2016	\$308.02
<u>38717</u>	LEAF	3/14/2016	\$130.00
<u>38718</u>	LiftOff, LLC	3/14/2016	\$1,932.00
<u>38719</u>	Loyalty Days Committee	3/14/2016	\$225.00
<u>38720</u>	Measure-Tech, Inc.	3/14/2016	\$2,182.06
<u>38721</u>	Nancy McAllister	3/14/2016	\$412.00
<u>38722</u>	Naselle Rock & Asphalt	3/14/2016	\$361.10
<u>38723</u>	North Central Laboratories	3/14/2016	\$318.38
<u>38724</u>	Northstar Chemical, Inc.	3/14/2016	\$1,474.20
<u>38725</u>	Oman & Son	3/14/2016	\$422.00
<u>38726</u>	Pacific CO Auditor	3/14/2016	\$33.00
<u>38727</u>	Pacific CO Department of Vegetation Management	3/14/2016	\$4,720.00
<u>38728</u>	Pacific CO Dept of General Admin	3/14/2016	\$769.00
<u>38729</u>	Pacific CO Health Dept.	3/14/2016	\$61.40
<u>38730</u>	Pacific County DCD	3/14/2016	\$5.00
<u>38731</u>	PanGeo Inc.	3/14/2016	\$217.93
<u>38732</u>	Peninsula Sanitation Service, Inc.	3/14/2016	\$397.44
<u>38733</u>	Platt	3/14/2016	\$277.98
<u>38734</u>	Rick Gray	3/14/2016	\$43.19
<u>38735</u>	Sherwin-Williams	3/14/2016	\$47.56
<u>38736</u>	Sid's IGA	3/14/2016	\$11.77
<u>38737</u>	Solutions Yes	3/14/2016	\$93.58
<u>38738</u>	Sunset Auto Parts Inc.	3/14/2016	\$246.50
<u>38739</u>	The Planter Box	3/14/2016	\$40.79
<u>38740</u>	USA Blue Book	3/14/2016	\$135.30

<u>38741</u>	Verizon Wireless	3/14/2016	\$92.77
<u>38742</u>	Visa	3/14/2016	\$571.75
<u>38743</u>	Vision Municipal Solutions, Llc	3/14/2016	\$7,504.63
<u>38744</u>	Wadsworth Electric	3/14/2016	\$5,114.47
<u>38745</u>	Western Display Fireworks, LTD.	3/14/2016	\$3,750.00
<u>38746</u>	Wilcox & Flegel Oil Co.	3/14/2016	\$683.09
<u>38747</u>	William R. Penoyar, Attorney at Law	3/14/2016	\$412.00
<u>38748</u>	Wirkkala Construction	3/14/2016	\$604.24
<u>38749</u>	WUCC	3/14/2016	\$70.00
			Total Check \$72,508.68
			Total 8023281 \$72,508.68
			Grand Total \$72,508.68

Treasurer

38684, 38691 through 38749 totalling \$72,508.68 are approved this 17th day of March, 2016.

Council member

Council member

Council member

		GIS map storage		
	409-000-000-535-00-41-02	Professional Services - GIS wastewater mapping services contract		\$416.00
	Total Invoice - 2/29/2016 3:33:29 PM			\$466.00
Total 38697				\$466.00
Total Cartomation, Inc.				\$466.00
Cities Insurance Association of WA				\$466.00
38698				
		2016 - March - First Meeting		
	Invoice - 3/7/2016 12:10:34 PM			
	Deductible			
	001-000-000-522-50-46-00	Insurance		\$250.00
	Total Invoice - 3/7/2016 12:10:34 PM			\$250.00
Total 38698				\$250.00
Total Cities Insurance Association of WA				\$250.00
City of Ilwaco				\$250.00
38699				
		2016 - March - First Meeting		
	Invoice - 2/29/2016 3:07:24 PM			
	Feb			
	001-000-000-511-60-47-02	City Sewer - Museum		\$41.87
	001-000-000-514-20-47-02	Water - City Hall		\$53.40
	001-000-000-514-20-47-03	Sewer - City Hall		\$79.55
	001-000-000-514-20-47-04	Storm Drainage		\$25.11
	001-000-000-522-50-47-01	Water		\$177.70
	001-000-000-522-50-47-02	Sewer		\$228.64
	001-000-000-522-50-47-03	Storm Drainage		\$70.47
	001-000-000-572-50-47-01	City Water		\$183.27
	001-000-000-572-50-47-02	City Sewer		\$239.69
	001-000-000-572-50-47-03	Storm Drainage		\$10.99
	001-000-000-575-50-40-02	Community Building Water		\$0.00
	001-000-000-575-50-40-03	Community Building Sewer		\$0.00
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk		\$189.48
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake		\$52.86
	001-000-000-576-80-47-03	Storm Drainage		\$21.98
	409-000-000-535-00-47-02	Water		\$388.52
	409-000-000-535-00-47-03	Sewer		\$411.13
	409-000-000-535-00-47-05	Storm Drainage		\$32.98
	Total Invoice - 2/29/2016 3:07:24 PM			\$2,207.64
Total 38699				\$2,207.64
Total City of Ilwaco				\$2,207.64
City of Long Beach				\$2,207.64
38700				
		2016 - March - First Meeting		
	Invoice - 2/29/2016 3:31:34 PM			
	001-000-000-521-10-50-00	Law Enforcement Contract		\$18,568.33
	Total Invoice - 2/29/2016 3:31:34 PM			\$18,568.33
	Invoice - 3/7/2016 11:59:45 AM			
	8381			
	001-000-000-523-20-40-00	Correctional Institutions		\$191.31
	Total Invoice - 3/7/2016 11:59:45 AM			\$191.31
	Invoice - 3/7/2016 12:09:10 PM			
	4th QTR 2015 Building Fees			
	001-000-000-322-10-00-01	Building Permit Fees		\$221.28
	Total Invoice - 3/7/2016 12:09:10 PM			\$221.28
Total 38700				\$18,980.92
Total City of Long Beach				\$18,980.92
CWCOG				
38701				
		2016 - March - First Meeting		
	Invoice - 3/9/2016 9:43:08 AM			
	2015-262			
	001-000-000-558-60-41-00	Planner Services		\$3,699.38
	Total Invoice - 3/9/2016 9:43:08 AM			\$3,699.38
	Invoice - 3/9/2016 9:47:49 AM			
	2015-225			
	001-000-000-558-60-41-00	Planner Services		\$2,409.35
	Total Invoice - 3/9/2016 9:47:49 AM			\$2,409.35
Total 38701				\$6,108.73
Total CWCOG				\$6,108.73
Dennis CO				
38702				
		2016 - March - First Meeting		
	Invoice - 3/4/2016 4:27:42 PM			
	Feb			
	001-000-000-522-10-35-00	Small Tools & Equipment		\$71.19
	001-000-000-575-50-40-01	Community Bldg Other-Mntc		\$75.48
	001-000-000-594-14-62-00	Governmental Facility		\$109.15

	101-000-000-543-30-30-00	Office And Operating	\$25.88
	Total Invoice - 3/4/2016 4:27:42 PM		\$281.70
Total 38702			\$281.70
Total Dennis CO			\$281.70
Discovery Benefits			
38703			
		2016 - March - First Meeting	
	Invoice - 3/7/2016 4:16:02 PM		
	0000625399-IN		
	001-000-000-514-20-20-00	Personnel Benefits	\$1.50
	001-000-000-522-10-20-00	Personnel Benefits	\$1.50
	001-000-000-576-80-20-00	Parks Benefits	\$1.50
	101-000-000-542-30-20-00	Benefits	\$1.50
	401-000-000-534-00-20-00	Benefits	\$1.50
	408-000-000-531-38-20-00	Benefits	\$1.50
	409-000-000-535-00-20-00	Employee Benefits	\$1.50
	Total Invoice - 3/7/2016 4:16:02 PM		\$10.50
Total 38703			\$10.50
Total Discovery Benefits			\$10.50
Englund Marine Supply Inc			
38704			
		2016 - March - First Meeting	
	Invoice - 3/4/2016 3:57:11 PM		
	FEB		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$12.28
	101-000-000-543-30-30-00	Office And Operating	\$12.28
	401-000-000-534-00-31-00	Operation & Maintenance	\$12.28
	409-000-000-535-00-31-01	Operations And Maintenance	\$29.53
	Total Invoice - 3/4/2016 3:57:11 PM		\$66.37
Total 38704			\$66.37
Total Englund Marine Supply Inc			\$66.37
Evergreen Septic Service			
38705			
		2016 - March - First Meeting	
	Invoice - 3/7/2016 12:12:50 PM		
	19011		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$165.00
	Total Invoice - 3/7/2016 12:12:50 PM		\$165.00
Total 38705			\$165.00
Total Evergreen Septic Service			\$165.00
Goulter Diamond Bar Ranch			
38706			
		2016 - March - First Meeting	
	Invoice - 2/29/2016 3:33:02 PM		
	409-000-000-535-00-45-00	Spray Sludge Disposal Site	\$1,300.00
	sludge site		
	Total Invoice - 2/29/2016 3:33:02 PM		\$1,300.00
Total 38706			\$1,300.00
Total Goulter Diamond Bar Ranch			\$1,300.00
Hach Company			
38707			
		2016 - March - First Meeting	
	Invoice - 3/7/2016 4:09:45 PM		
	114063		
	401-000-000-534-00-35-01	Small Tools & Equipment -	\$541.12
	Total Invoice - 3/7/2016 4:09:45 PM		\$541.12
Total 38707			\$541.12
Total Hach Company			\$541.12
HD Fowler Company			
38708			
		2016 - March - First Meeting	
	Invoice - 3/9/2016 9:17:34 AM		
	O5125402		
	408-000-000-594-31-64-00	Drainage Construction	\$765.02
	Total Invoice - 3/9/2016 9:17:34 AM		\$765.02
Total 38708			\$765.02
Total HD Fowler Company			\$765.02
Heather Reynolds, Attorney			
38709			
		2016 - March - First Meeting	
	Invoice - 3/4/2016 4:01:41 PM		
	FEB		
	001-000-000-515-30-41-00	Legal Services	\$738.00
	Total Invoice - 3/4/2016 4:01:41 PM		\$738.00
Total 38709			\$738.00
Total Heather Reynolds, Attorney			\$738.00
Home Depot Credit Services			
38710			
		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:28:44 PM		
	401-000-000-594-34-62-03	Plant Improvements	\$490.37

	Total Invoice - 2/29/2016 2:28:44 PM		\$490.37
	Invoice - 2/29/2016 2:29:13 PM		
	401-000-000-534-00-31-00	Operation & Maintenance	\$18.97
	Total Invoice - 2/29/2016 2:29:13 PM		\$18.97
			\$509.34
			\$509.34
Total 38710			
Total Home Depot Credit Services			
IFOCUS Consulting Inc.			
38711			
		2016 - March - First Meeting	
	Invoice - 3/4/2016 4:05:49 PM		
	9657		
	001-000-000-514-20-41-00	Professional Services	\$120.00
	401-000-000-534-00-41-04	Professional Services -	\$120.00
	409-000-000-535-00-41-02	Professional Services -	\$120.00
	Total Invoice - 3/4/2016 4:05:49 PM		\$360.00
	Invoice - 3/4/2016 4:06:00 PM		
	9646		
	001-000-000-514-20-41-00	Professional Services	\$35.00
	401-000-000-534-00-41-04	Professional Services -	\$35.00
	409-000-000-535-00-41-02	Professional Services -	\$35.00
	Total Invoice - 3/4/2016 4:06:00 PM		\$105.00
	Invoice - 3/4/2016 4:22:23 PM		
	9616		
	001-000-000-511-60-41-01	IT/Software Services	\$1,785.00
	Total Invoice - 3/4/2016 4:22:23 PM		\$1,785.00
			\$2,250.00
			\$2,250.00
Total 38711			
Total IFOCUS Consulting Inc.			
Jnb Mechanical, Inc.			
38712			
		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:26:41 PM		
	15089		
	001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$634.13
	Total Invoice - 2/29/2016 2:26:41 PM		\$634.13
			\$634.13
			\$634.13
Total 38712			
Total Jnb Mechanical, Inc.			
John Deere Financial			
38713			
		2016 - March - First Meeting	
	Invoice - 2/29/2016 3:34:03 PM		
	001-000-000-591-48-71-01	John Deer Mower 8157-96 -	\$1,000.00
	001-000-000-592-48-83-00	John Deer Mower 8157-96 -	\$82.23
	Total Invoice - 2/29/2016 3:34:03 PM		\$1,082.23
			\$1,082.23
			\$1,082.23
Total 38713			
Total John Deere Financial			
Kris Kaino			
38714			
		2016 - March - First Meeting	
	Invoice - 2/29/2016 3:32:53 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
	Total Invoice - 2/29/2016 3:32:53 PM		\$412.00
			\$412.00
			\$412.00
Total 38714			
Total Kris Kaino			
L N Curtis & Sons			
38715			
		2016 - March - First Meeting	
	Invoice - 3/9/2016 4:17:56 PM		
	2135358-00		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$318.14
	Total Invoice - 3/9/2016 4:17:56 PM		\$318.14
			\$318.14
			\$318.14
Total 38715			
Total L N Curtis & Sons			
Lawson Products			
38716			
		2016 - March - First Meeting	
	Invoice - 3/4/2016 3:37:50 PM		
	930390739		
	001-000-000-576-80-48-00	Repairs & Maintenance	\$61.60
	101-000-000-543-30-30-02	Small Tools & Equipment	\$61.60
	401-000-000-534-00-31-00	Operation & Maintenance	\$61.60
	408-000-000-531-38-31-01	Operations & Maintenance	\$61.60
	409-000-000-535-00-31-01	Operations And Maintenance	\$61.62
	Total Invoice - 3/4/2016 3:37:50 PM		\$308.02
			\$308.02
			\$308.02
Total 38716			
Total Lawson Products			
LEAF			
38717			
		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:28:03 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$22.10

		001-000-000-522-10-31-00	Office & Operating Supplies	\$20.80
		101-000-000-543-30-30-00	Office And Operating	\$22.10
		401-000-000-534-00-31-00	Operation & Maintenance	\$22.10
		408-000-000-531-38-31-01	Operations & Maintenance	\$20.80
		409-000-000-535-00-31-01	Operations And Maintenance	\$22.10
		Total Invoice - 2/29/2016 2:28:03 PM		\$130.00
	Total 38717			\$130.00
Total LEAF LiftOff, LLC				\$130.00
	38718			
			2016 - March - First Meeting	
		Invoice - 3/4/2016 4:23:49 PM		
		1269		
		001-000-000-511-60-41-01	IT/Software Services	\$1,932.00
		Total Invoice - 3/4/2016 4:23:49 PM		\$1,932.00
	Total 38718			\$1,932.00
Total LiftOff, LLC				\$1,932.00
Loyalty Days Committee				
	38719			
			2016 - March - First Meeting	
		Invoice - 2/29/2016 2:34:12 PM		
		Table Sponsor		
		001-000-000-511-60-43-00	Travel/Meals/Lodging	\$225.00
		Total Invoice - 2/29/2016 2:34:12 PM		\$225.00
	Total 38719			\$225.00
Total Loyalty Days Committee				\$225.00
Measure-Tech, Inc.				
	38720			
			2016 - March - First Meeting	
		Invoice - 2/29/2016 2:39:02 PM		
		14882		
		409-000-000-535-00-31-04	Annual Meter Calibrations	\$2,014.70
		Total Invoice - 2/29/2016 2:39:02 PM		\$2,014.70
		Invoice - 2/29/2016 2:39:38 PM		
		14876		
		409-000-000-535-00-31-04	Annual Meter Calibrations	\$167.36
		Total Invoice - 2/29/2016 2:39:38 PM		\$167.36
	Total 38720			\$2,182.06
Total Measure-Tech, Inc.				\$2,182.06
Nancy McAllister				
	38721			
			2016 - March - First Meeting	
		Invoice - 2/29/2016 3:32:34 PM		
		001-000-000-512-50-40-03	Municipal Court Services	\$412.00
		Court services		
		Total Invoice - 2/29/2016 3:32:34 PM		\$412.00
	Total 38721			\$412.00
Total Nancy McAllister				\$412.00
Naselle Rock & Asphalt				
	38722			
			2016 - March - First Meeting	
		Invoice - 3/4/2016 3:45:15 PM		
		INV26413		
		001-000-000-594-14-62-00	Governmental Facility	\$361.10
		Total Invoice - 3/4/2016 3:45:15 PM		\$361.10
	Total 38722			\$361.10
Total Naselle Rock & Asphalt				\$361.10
North Central Laboratories				
	38723			
			2016 - March - First Meeting	
		Invoice - 3/7/2016 11:17:59 AM		
		369196		
		409-000-000-535-00-31-07	Lab Supplies	\$318.38
		Total Invoice - 3/7/2016 11:17:59 AM		\$318.38
	Total 38723			\$318.38
Total North Central Laboratories				\$318.38
Northstar Chemical, Inc.				
	38724			
			2016 - March - First Meeting	
		Invoice - 2/29/2016 2:46:59 PM		
		80484		
		401-000-000-534-00-31-01	Chemicals	\$725.20
		Total Invoice - 2/29/2016 2:46:59 PM		\$725.20
		Invoice - 3/7/2016 4:10:51 PM		
		82769		
		401-000-000-534-00-31-01	Chemicals	\$749.00
		Total Invoice - 3/7/2016 4:10:51 PM		\$749.00
	Total 38724			\$1,474.20
Total Northstar Chemical, Inc.				\$1,474.20
Oman & Son				

38725		2016 - March - First Meeting	
	Invoice - 3/4/2016 3:48:50 PM		
	Feb		
	001-000-000-522-10-31-00	Office & Operating Supplies	\$24.80
	001-000-000-575-50-40-01	Community Bldg Other-Mntc	\$17.37
	001-000-000-594-14-62-00	Governmental Facility	\$181.61
	401-000-000-534-00-31-00	Operation & Maintenance	\$198.22
	Total Invoice - 3/4/2016 3:48:50 PM		\$422.00
Total 38725			\$422.00
Total Oman & Son			\$422.00
Pacific CO Auditor			
38726		2016 - March - First Meeting	
	Invoice - 3/7/2016 10:23:16 AM		
	207 second		
	001-000-000-514-31-40-00	Recording Fees	\$33.00
	Total Invoice - 3/7/2016 10:23:16 AM		\$33.00
Total 38726			\$33.00
Total Pacific CO Auditor			\$33.00
Pacific CO Department of Vegetation Management			
38727		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:40:54 PM		
	2182016-1		
	001-000-000-576-80-34-00	Aquatic Weed Treatment	\$4,720.00
	Total Invoice - 2/29/2016 2:40:54 PM		\$4,720.00
Total 38727			\$4,720.00
Total Pacific CO Department of Vegetation Management			\$4,720.00
Pacific CO Dept of General Admin			
38728		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:32:28 PM		
	LBPVB building costs		
	104-000-000-557-30-41-02	Visitors Bldg. - City Portion	\$769.00
	Total Invoice - 2/29/2016 2:32:28 PM		\$769.00
Total 38728			\$769.00
Total Pacific CO Dept of General Admin			\$769.00
Pacific CO Health Dept.			
38729		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:47:28 PM		
	2016-101		
	001-000-000-566-00-51-00	Alcohol Program 2%	\$61.40
	Total Invoice - 2/29/2016 2:47:28 PM		\$61.40
Total 38729			\$61.40
Total Pacific CO Health Dept.			\$61.40
Pacific County DCD			
38730		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:38:18 PM		
	Derby		
	001-000-000-573-90-49-00	Black Lake Fishing Derby	\$5.00
	Total Invoice - 2/29/2016 2:38:18 PM		\$5.00
Total 38730			\$5.00
Total Pacific County DCD			\$5.00
PanGeo Inc.			
38731		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:37:41 PM		
	10032		
	001-000-000-558-60-41-00	Planner Services	\$217.93
	Total Invoice - 2/29/2016 2:37:41 PM		\$217.93
Total 38731			\$217.93
Total PanGeo Inc.			\$217.93
Peninsula Sanitation Service, Inc.			
38732		2016 - March - First Meeting	
	Invoice - 3/4/2016 3:33:47 PM		
	Feb		
	001-000-000-514-20-47-01	Garbage Bills	\$285.22
	409-000-000-535-00-47-04	Garbage Services	\$112.22
	Total Invoice - 3/4/2016 3:33:47 PM		\$397.44
Total 38732			\$397.44
Total Peninsula Sanitation Service, Inc.			\$397.44
Platt			
38733		2016 - March - First Meeting	
	Invoice - 3/7/2016 4:14:56 PM		
	1880217		
	001-000-000-594-14-62-00	Governmental Facility	\$22.01
	Total Invoice - 3/7/2016 4:14:56 PM		\$22.01

		Invoice - 3/9/2016 4:25:42 PM			
		1880217			
		001-000-000-594-14-62-00	Governmental Facility		\$255.97
		Total Invoice - 3/9/2016 4:25:42 PM			\$255.97
	Total 38733				\$277.98
Total Platt					
Rick Gray					
	38734				
			2016 - March - First Meeting		
		Invoice - 3/8/2016 3:46:59 PM			
		Reimbursement			
		409-000-000-535-00-31-01	Operations And Maintenance		\$43.19
		Total Invoice - 3/8/2016 3:46:59 PM			\$43.19
	Total 38734				\$43.19
Total Rick Gray					
Sherwin-Williams					
	38735				
			2016 - March - First Meeting		
		Invoice - 3/9/2016 9:16:58 AM			
		3249-7			
		001-000-000-594-14-62-00	Governmental Facility		\$47.56
		Total Invoice - 3/9/2016 9:16:58 AM			\$47.56
	Total 38735				\$47.56
Total Sherwin-Williams					
Sid's IGA					
	38736				
			2016 - March - First Meeting		
		Invoice - 3/4/2016 3:55:31 PM			
		Feb			
		409-000-000-535-00-31-00	Operation & Maintenance		\$11.77
		Total Invoice - 3/4/2016 3:55:31 PM			\$11.77
	Total 38736				\$11.77
Total Sid's IGA					
Solutions Yes					
	38737				
			2016 - March - First Meeting		
		Invoice - 3/4/2016 3:43:24 PM			
		INV64007			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$4.05
		101-000-000-543-30-30-00	Office And Operating		\$4.05
		401-000-000-534-00-31-06	Office & Customer Service		\$4.05
		409-000-000-535-00-31-08	Office Supplies & Customer		\$4.04
		Total Invoice - 3/4/2016 3:43:24 PM			\$16.19
		Invoice - 3/7/2016 12:11:40 PM			
		INV64135			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$19.35
		101-000-000-543-30-30-00	Office And Operating		\$19.35
		401-000-000-534-00-31-06	Office & Customer Service		\$19.35
		409-000-000-535-00-31-08	Office Supplies & Customer		\$19.34
		Total Invoice - 3/7/2016 12:11:40 PM			\$77.39
	Total 38737				\$93.58
Total Solutions Yes					
Sunset Auto Parts Inc.					
	38738				
			2016 - March - First Meeting		
		Invoice - 3/4/2016 4:04:09 PM			
		001-000-000-522-10-35-00	Small Tools & Equipment		\$17.26
		001-000-000-576-80-48-00	Repairs & Maintenance		\$45.85
		101-000-000-542-70-31-00	Roadside Operating		\$45.85
		401-000-000-534-00-31-00	Operation & Maintenance		\$45.85
		408-000-000-531-38-31-01	Operations & Maintenance		\$45.85
		409-000-000-535-00-31-01	Operations And Maintenance		\$45.84
		Total Invoice - 3/4/2016 4:04:09 PM			\$246.50
	Total 38738				\$246.50
Total Sunset Auto Parts Inc.					
The Planter Box					
	38739				
			2016 - March - First Meeting		
		Invoice - 3/4/2016 4:07:15 PM			
		100			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$40.79
		Total Invoice - 3/4/2016 4:07:15 PM			\$40.79
	Total 38739				\$40.79
Total The Planter Box					
USA Blue Book					
	38740				
			2016 - March - First Meeting		
		Invoice - 3/4/2016 3:35:48 PM			
		874650			
		401-000-000-534-00-31-00	Operation & Maintenance		\$135.30

	Total Invoice - 3/4/2016 3:35:48 PM		\$135.30
Total 38740			\$135.30
Total USA Blue Book			\$135.30
Verizon Wireless			
38741		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:28:15 PM		
	9760781906		
	401-000-000-534-00-42-00	Communications	\$92.77
	Total Invoice - 2/29/2016 2:28:15 PM		\$92.77
Total 38741			\$92.77
Total Verizon Wireless			\$92.77
Visa			
38742		2016 - March - First Meeting	
	Invoice - 3/7/2016 4:21:01 PM		
	Ariel Smith		
	001-000-000-522-10-31-01	Training/Attendance	\$23.13
	001-000-000-576-80-31-00	Office & Operating Supplies	\$23.15
	101-000-000-543-30-30-00	Office And Operating	\$23.15
	401-000-000-534-00-31-06	Office & Customer Service	\$23.15
	401-000-000-534-00-31-06	Office & Customer Service	\$21.48
	408-000-000-531-38-31-01	Operations & Maintenance	\$23.15
	409-000-000-535-00-31-01	Operations And Maintenance	\$23.15
	409-000-000-535-00-31-01	Operations And Maintenance	\$248.16
	409-000-000-535-00-31-08	Office Supplies & Customer	\$21.48
	Total Invoice - 3/7/2016 4:21:01 PM		\$430.00
	Invoice - 3/7/2016 4:27:29 PM		
	Mike Cassinelli		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$23.63
	001-000-000-576-80-31-00	Office & Operating Supplies	\$23.63
	101-000-000-543-30-30-00	Office And Operating	\$23.63
	401-000-000-534-00-31-06	Office & Customer Service	\$23.63
	408-000-000-531-38-31-01	Operations & Maintenance	\$23.63
	409-000-000-535-00-31-08	Office Supplies & Customer	\$23.60
	Total Invoice - 3/7/2016 4:27:29 PM		\$141.75
Total 38742			\$571.75
Total Visa			\$571.75
Vision Municipal Solutions, Llc			
38743		2016 - March - First Meeting	
	Invoice - 2/29/2016 2:39:58 PM		
	3405		
	401-000-000-534-00-31-06	Office & Customer Service	\$200.00
	408-000-000-531-38-31-01	Operations & Maintenance	\$100.00
	409-000-000-535-00-31-08	Office Supplies & Customer	\$299.03
	Total Invoice - 2/29/2016 2:39:58 PM		\$599.03
	Invoice - 3/4/2016 4:24:37 PM		
	09-4400		
	001-000-000-511-60-41-01	IT/Software Services	\$1,255.60
	401-000-000-534-00-31-00	Operation & Maintenance	\$2,200.00
	408-000-000-531-38-31-01	Operations & Maintenance	\$1,250.00
	409-000-000-535-00-31-01	Operations And Maintenance	\$2,200.00
	Total Invoice - 3/4/2016 4:24:37 PM		\$6,905.60
Total 38743			\$7,504.63
Total Vision Municipal Solutions, Llc			\$7,504.63
WA State Department of Health			
38684		2016 - March - First Meeting	
	Invoice - 2/19/2016 1:47:32 PM		
	Water II cert		
	401-000-000-534-00-31-04	Annual Permit Fees	\$87.00
	Total Invoice - 2/19/2016 1:47:32 PM		\$87.00
Total 38684			\$87.00
Total WA State Department of Health			\$87.00
WA State Dept of Revenue			
Payment - 3/1/2016 12:21:44 PM		2016 - March - Manual	
	Invoice - 3/1/2016 12:20:34 PM		
	FEB excise tax		
	401-000-000-534-00-31-02	Monthly Excise Tax Pay	\$3,415.92
	408-000-000-531-38-31-02	Excise Tax	\$161.47
	409-000-000-535-00-31-03	Excise Tax	\$1,248.70
	Total Invoice - 3/1/2016 12:20:34 PM		\$4,826.09
Total Payment - 3/1/2016 12:21:44 PM			\$4,826.09
Total WA State Dept of Revenue			\$4,826.09
Wadsworth Electric			
38744		2016 - March - First Meeting	



120 First Avenue North
PO Box 548 • Ilwaco, WA 98624
Phone: 360.642.3145
Fax: 360.642.3155
info@ilwaco-wa.gov
www.ilwaco-wa.gov

March 14, 2016

RE: Clerk's Report to City Council

- The Clerk and City Planner are drafting citation letters for a non-conforming short term vacation rental in the R1 zone, as well as operating without a business license.
- Registration has been opened up for the Black Lake Fishing Derby, T-Shirt Logo contest information has been distributed to the schools.

Sincerely,

Holly Beller
Deputy City Clerk

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

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

03-01-16

Page 1 of 3

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for February 2016

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

Long Beach

650 Total Incidents
Aid Call Assists: 1
Alarms: 6
Animal Complaints: 3
Assaults: 4
Assists: 91
(Includes 3 Law Enforcement Agency Assists Outside City Boundaries)
Burglaries: 1
Disturbance: 8
Drug Inv.: 5
Fire Call Assists: 2
Follow Up: 138
Found/Lost Property: 11
Harassment: 13
Malicious Mischief: 5
MIP – Alcohol: 1
MIP – Tobacco: 0
Missing/Found Persons: 1
Prowler: 3
Runaway: 1
Security Checks: 201
Suspicious: 21
Thefts: 10
Traffic Accidents: 4
Traffic Complaints: 24
Traffic Tickets: 9
Traffic Warnings: 53
Trespass: 10
Warrant Contacts: 11
Welfare Checks: 13

Ilwaco

457 Total Incidents
Aid Call Assists: 3
Alarms: 1
Animal Complaints: 1
Assaults: 2
Assists: 64
Burglaries: 0
Disturbance: 6
Drug Inv.: 1
Fire Call Assists: 0
Follow Up: 88
Found/Lost Property: 3
Harassment: 6
Malicious Mischief: 0
MIP – Alcohol: 0
MIP – Tobacco: 0
Missing/Found Persons: 1
Prowler: 1
Runaway: 0
Security Checks: 210
Suspicious: 13
Thefts: 1
Traffic Accidents: 3
Traffic Complaints: 9
Traffic Tickets: 3
Traffic Warnings: 21
Trespass: 11
Warrant Contacts: 5
Welfare Checks: 4

On the 2nd myself, and Officer Casey Meling, attended a training. The training dealt with the subject of understanding how adverse childhood experiences affect a child as they grow up. The training also dealt with building “community resilience”. In other words we talked about how we, as a community, can help a child overcome the effects of these adverse experiences.

I met with staff from Washington State Parks on February 4th. Sheriff Johnson was there as well. We met to continue to discuss enforcement options for the upcoming July 4th celebrations.

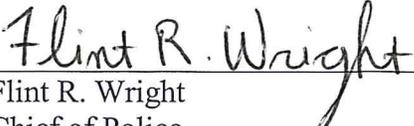
On February 5th Sergeant Jason Goodding of the Seaside Oregon Police Department was killed in the line of duty. Over the course of the next week Long Beach Police Officers volunteered their time to stand guard over Sergeant Goodding’s body as it lay in the mortuary in Seaside. Other departments from around the states of Washington and Oregon also helped with this. Officer Mike Parker represented the department at the memorial service for Sergeant Goodding which was held on the 12th.

On February 10th and 11th Officer Mike Parker attended training. The class title was “The Bulletproof Warrior”. The class was taught by Lieutenant Colonel Dave Grossman retired. He is one of the nation’s foremost experts on the use of force and has been a professor at West Point. Some of the topics discussed included the following: the killing enabling process, identifying pre-attack cues, reading body language and understanding stress response. The idea of the training is to equip officers to win a violent confrontation physically, mentally and emotionally.

Half of the department received first aid training on the 20th. The rest of the department will receive the same training at a later time.

Officer Casey Meling attended training on the 25th. The title of the course was “Violent Intruder Preparation, Intervention and Response”. Casey took the class to get information to help area schools train on how to react to an active shooter at an area school. Some of the topics covered were crime prevention through building design, understanding the mentality of a violent intruder to better understand what you are preparing to defend against and how to proactively respond to a violent offender. The days of teachers and students dying like lambs is coming to an end. This training is designed to empower teachers to defend against a violent intruder in the schools.

Officer Casey Meling received a thank you note for how he handled a call. A copy of the note is attached.


Flint R. Wright
Chief of Police

Flint Wright

From: Flint Wright
Sent: Thursday, February 11, 2016 10:46 AM
To: Casey Meling
Subject: FW: A job well done

Good Job Casey.

From: Natalie St. John [mailto:nstjohn@chinookobserver.com]
Sent: Thursday, February 11, 2016 10:17 AM
To: Flint Wright <lbpdchief@centurytel.net>; scott Johnson <sjohnson@co.pacific.wa.us>
Subject: A job well done

Hi Chief Wright and Sheriff Johnson,

Though I'm sending this from my work address, this isn't official business. This is regular old citizen Natalie talking.

I want to express my sincere appreciation to Casey Meling and Darree Smith for handling a difficult situation with courtesy and compassion. If it would be appropriate to put a copy of this note in each of their files, I'd appreciate you doing so.

Last night, an elderly woman whom I'd never met knocked on my door and asked to use my phone. She said she was sick, and wanted a friend who is a nurse to come get her. However, when I called, the person said they were not able to help her.

In the meantime, it became clear that the woman was suffering from severe dementia. She had apparently recently left a hospital, AMA, and wasn't taking her medications. I'm an EMT, but she wouldn't let me evaluate her. She wouldn't let me drive her to the emergency room. Her son, whom she lives with, came over to get her, but she refused to go with him, saying she didn't feel safe. She adamantly refused my offer to call an ambulance, because she was afraid police or EMS responders would beat her or throw her in jail. She kept saying she had friends nearby, but couldn't tell me anything about them.

I was alone, and I couldn't even figure out if she was in any real type of danger. I finally went outside and called dispatch. Officer Meling and Deputy Smith responded quickly, and honored my request to have the officers approach the house discreetly.

When she realized I had called the police, she became very agitated and tried to leave without any real plan. Officer Meling and Deputy Smith could have gotten tough with her or just called Medix to cart her off against her will. Instead, they took the time to listen to her frustrations. They got her calm enough to figure out where the friends were, and since she wouldn't get in a car, they walked her over. She was unsteady and needed frequent rests, so the one-block walk took about 30 minutes. But they were extremely patient and courteous. They'll kill me for saying this, but the time they arrived at the friend's house, they had charmed her so much she was making plans to go on a "date" with them. Fortunately, the friends took her in for the night. Meling and Smith took the time to talk with the son, then went back to be sure the host couple were comfortable having her in their home.

Thanks to their empathy and patience, they were able to find a resolution to confusing situation that could have ended with an old, sick lady wandering the streets late at night. It was the kind of community policing that is so valuable, but so hard for officers to do when there are so many demands on their time. They deserve recognition for taking the trouble to be kind to a tough customer.

Best regards,
Natalie

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON, AMENDING CHAPTER 6.04 OF THE MUNICIPAL CODE ENTITLED “DOGS AND LIVESTOCK”, TO ESTABLISH A DESIGNATED SHELTER OF RECORD AND IMPOSE LICENSING FEES.

WHEREAS, the City of Ilwaco has previously identified SPCHS as a shelter of record, but has not adopted legislation authorizing SPCHS to act as the City’s licensing agent and impound facility for the City; and

WHEREAS, this designation would give SPCHS the legal right to re-home stray animals found within the city limits thereby removing the burden of the City operating its own impound facility, licensing, and advertising of stray pets; and

WHEREAS, the City desires to better support humanely and well-run kennels, penalizing unsafe, unhealthy and/or inhumane ‘back yard breeders’ and other businesses not beneficial to dogs or the City; and

WHEREAS, the City Council finds that it would be in the best interest of the city to delegate these duties to the SPCHS and accurately reflect current practice.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 6.04, is amended to read as follows:

DOGS AND LIVESTOCK

Sections:

- 6.04.010 Definitions.
- 6.04.020 Licenses.
- 6.04.030 Kennel license fees and requirements.
- 6.04.040 Verification.
- 6.04.050 License tags.
- 6.04.050 Impoundment.
- 6.04.070 Redemption from impound.
- 6.04.080 Disposition of animals.
- 6.04.090 Public nuisance.
- 6.04.100 Liability for animal bites.
- 6.04.110 Running at large.
- 6.04.120 Livestock.
- 6.04.130 Pet shops.
- 6.04.140 Revocation of license.
- 6.04.150 Penalty.

Ordinance XXX

Page 1 of 7

6.04.010 Definitions.

As used in this chapter:

“Animal” means cats (any animal of the species Felidae) and dogs (any animal of the species Canidae) regardless of sex, or any other vertebrate normally kept as a pet.

“Boarding kennel” means a place where animals are kept for a fee or there are more than ~~four~~ **five** animals present on the property. This is a commercial operation and may only be placed in an area zoned commercial.

“Breeding kennel” means a place where animals are bred usually for the owner’s personal benefit.

Dangerous Dog. Refer to RCW 16.080.070, 16.080.080, 16.080.090 and 16.080.100.

“Hobby kennel” means a place where the owner of the property owns ~~three~~ **four** animals.

“Kennel” means a secure building with clean and humane cages for the keeping of more than ~~two~~ **three** animals.

“Mistreatment” means every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustified pain or suffering to any animal. This also includes the teasing or abusing of any animal that is owned or controlled by another.

“Neglect” means failure to provide food, water, protection from the elements, opportunity for exercise, or other care normal, usual and proper for an animal’s health and well being.

“Nuisance” means any animal which annoys or disturbs the free use of one’s property or city property, or which renders its ordinary use or physical occupation uncomfortable. It extends to everything that endangers life or health, gives offense to the senses, violates the laws of decency, or obstructs the reasonable and comfortable use of property; a wrong arising from an unreasonable or unlawful use of property to the discomfort, annoyance, inconvenience or damage of another, and usually comprehends continuous or recurrent acts.

“Owner” means any person, group of persons, or a corporation which owns, has custody of, possesses, harbors, feeds or exercises control over any animal provided in this chapter. (Ord. 579 § 1, 1995)

6.04.020 Licenses.

A. It is unlawful for any person to own, harbor or keep any dog or cat over six months old within the corporate limits of the city unless he/she shall first procure a license therefor from the ~~city clerk-treasurer~~ **City’s licensing agent, the South Pacific County Humane Society.**

- ~~1. For each neutered or spayed dog: \$ 5.00;~~
- ~~2. For each nonneutered or nonspayed dog: \$10.00;~~
- ~~3. For each neutered or spayed cat: \$ 5.00;~~
- ~~4. For each non-neutered or non-spayed cat: \$ 10.00.~~

B. Such licenses to remain in force for the calendar year in which the same is issued and no longer. ~~An animal license is considered as being due and payable on or before February 1st of each year. A late penalty of one dollar (\$1.00) per month or any part thereof will be charged.~~

C. Newly acquired animals over the age of six months shall have ten days from the date of acquisition to be licensed. (Ord. 579 § 2, 1995)

6.04.030 Kennel license fees and requirements.

- A. Hobby kennel \$ 10.00;
Breeding kennel 25.00;
Boarding kennel 200.00.

B. Each applicant for a breeding kennel license must appear before the council of the city at a public meeting on the matter and present the council with letters from each resident within a two hundred (200) foot radius of the kennel location approving the granting of such license. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting.

Each applicant for a boarding kennel license must appear before the council of the city at a public hearing on the matter and present the council with letters from property owners within a five hundred (500) foot radius of the kennel location approving the granting of such license. Location of this kennel must be in a location zoned commercial and variances/conditional uses may not be granted. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting. (Ord. 579 § 3, 1995)

6.04.040 Verification.

Every application for a license shall be accompanied by a certificate from a qualified veterinarian showing that the animal to be licensed has been vaccinated for rabies. Further, an application for a spayed animal license shall be accompanied by a statement from a qualified veterinarian indicating the animal has been spayed. (Ord. 579 § 4, 1995)

6.04.050 License tags.

Upon payment of the license fee, the city clerk **South Pacific County Humane Society** shall issue to the owner a metal tag, showing the calendar year for which the fee is paid and the registration number for each animal so licensed. The tag shall be firmly affixed to the collar furnished by the animal's owner and shall be worn by the animal at all times when off the premises of the licensed owner. Tags are not transferable from one animal to another. (Ord. 579 § 5, 1995)

6.04.060 Impoundment.

A. The impoundment location shall be that physical location where animals are to be confined: **the South Pacific County Humane Society, located at 330 Second Street NE, Long Beach, WA 98631.**

B. It shall be the duty of all law enforcement officers and any persons deputized as animal control officers to impound all animals found running at large anywhere within city limits. Animal control officers shall give notice of impound to the owner of such animal, if known. If the owner is unknown, notice of such impound shall be posted at the place of impound, local Post Office and/or at City Hall. ~~After three days the animal may be disposed of.~~

C. Citizens may impound animals found running at large anywhere within the city limits by taking them to the South Pacific County Humane Society.

D. All animals impounded at the South Pacific County Humane Society will be held for three (3) days, after which the animal becomes the property of the Shelter. Animals claimed within the 3-day hold period will be subject to impound and boarding fees, as well as any necessary medical bills incurred. These financial obligations must be met prior to reclaiming the animal.

~~CE.~~ An animal that has bitten a human shall be placed in impound **by law enforcement** until such time a licensed veterinarian determines it is free from rabies. (Ord. 579 § 6, 1995)

6.04.070 Redemption from impound.

A. Spaying and neutering of animals impounded is required before redemption unless the owner is in possession of a city breeding kennel license.

B. The owner shall be entitled to resume possession of an impounded animal upon presentation of a receipt given by the city clerk treasurer upon compliance with the licensing provisions of Sections 6.04.020 and 6.04.030 and the payment of city **Impound facility** redemption fees. Costs of keeping the animal at impound and any other costs, including **boarding, licensing, medical needs deemed essential by the impound facility,** vaccinations, neutering or spaying will be paid to the impound facility at time of redemption.

C. ~~City Redemption Fees.~~

- ~~1. Five dollars (\$5.00) for the first redemption of the animal within any license year;~~
- ~~2. Twenty dollars (\$20.00) for the second redemption within any license year;~~
- ~~3. Forty dollars (\$40.00) for the third redemption within any license year. (Ord. 579 § 7, 1995)~~

6.04.080 Disposition of animals.

A. The animal control officer or law enforcement officer **Impound Facility** need not keep any animal for more than three days after posting notice of impoundment and any animal not redeemed at the end of that time shall be considered forfeited by its owner, and shall be given away or humanely disposed of. **become the property of South Pacific County Humane Society.**

B. ~~Any person who is not the rightful owner of an impounded animal, and wishes to own such animal, then that person shall take possession on the fourth day following impoundment upon payment of the impound and boarding fees and have fifteen (15) days to comply with all licensing requirements. (Ord. 579 § 8, 1995)~~

6.04.090 Public nuisance.

It is unlawful and all persons are prohibited from keeping or harboring within the corporate limits of the city, an animal that is a public nuisance. Each day that any animal is so harbored shall constitute a separate offense. (Ord. 579 § 9, 1995)

6.04.100 Liability for animal bites.

The owner of any animal which shall bite any person while that person is in or on a public place or lawfully in or on a private place, including the property of the owner of the animal, shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such animal, or the owner's knowledge of such viciousness (RCW 16.08.040). (Ord. 579 § 10, 1995)

6.04.110 Running at large.

A. It is unlawful for any owner or custodian of any animal to permit any such animal to run loose or be at large upon any public street, highway or public place, or upon private property owned by a person or persons other than the owner or custodian of the animal, within the corporate limits of the city unless such animal is confined or controlled by a leash, rope, device or cord not to exceed ten (10) feet in length and is kept sufficiently short to allow for the containment and control of such animal. It is permissible to allow the animal to be at "heel" providing the owner or custodian maintains absolute control and the animal stays within the allowable leash length and is under the control of the owner or custodian.

Any person who elects to be at large within the corporate limits with animals contained and controlled by a leash, rope device or having control with the animal at "heel" as provided for in this section shall be in violation of this section if that person in fact does not or cannot control and contain such animal.

B. Animals injured or killed in the street shall be considered as running at large. The law enforcement officer or designee shall remove all such animals and, at his or her discretion, take those needing medical attention to a veterinarian. The owner of such animal shall be responsible for all expenses of the treatment and of the impoundment. All reasonable efforts will be made to notify the owner or custodian of any such animal prior to the animal being treated or impounded. Injured animals may be destroyed humanely, if it is determined by the law enforcement officer or a veterinarian that the animal has sustained critical injuries or the suffering is extreme and/or the prognosis for recovery is poor. The law enforcement officer shall consult with a veterinarian as to the disposition of injured animals, when the animal's prognosis cannot be ascertained with reasonable certainty. (Ord. 579 § 11, 1995)

6.04.120 Livestock.

It is unlawful for the owner or custodian of any horse, swine, livestock, fowl or other animals generally regarded as farm or ranch animals to permit the same to live within or to run at large within the corporate limits of the city, except as follows:

A. Up to six (6) chickens are allowed for noncommercial, personal use within the city limits. An application for a permit for keeping chickens on the property shall be submitted accompanied by a fifty dollar (\$50.00) fee. Permits shall be approved provided that chickens will be housed in an enclosure that shelters them from the weather and provides a roosting area protected from predators. Applicants for a chicken permit shall include a site plan, as defined in Section 15.04.020, showing the location of the chicken coop and enclosure as they relate to the property lines.

B. Structures housing chickens may not be in front yards, as defined in Section 15.04.020, and must be surrounded by a secure, well-built fence of sufficient height and strength to both confine them and protect them from predators, and the entire enclosure must meet zoning district yard setback requirements.

C. For the purposes of this code, chicken (*Gallus domesticus*) refers only to a female chicken.

D. Ducks, geese, turkeys, peafowl or male chickens/roosters are not permitted.

E. Chickens coops and enclosures shall be maintained in a clean and sanitary condition at all times, including, but not limited to, disposal of manure or waste material of said chickens. Waste may not be disposed of in such a way as to enter the city's sewer or stormwater system.

F. Up to six (6) chickens may be kept on duplex, triplex or multifamily properties with the written consent of the property owner and adjoining occupants.

- G. Chickens shall be kept for personal use only. The selling of chickens, eggs or manure, or the breeding of chickens for commercial purposes, is prohibited.
- H. Commercial slaughtering of chickens on premises is prohibited.
- I. The keeping of chickens is not allowed in RV parks as they are regulated by Pacific County rules and regulations.
- J. The keeping of chickens is allowed in the following zoning districts.
1. Single-family residential (R-1).
 2. Single-family residential/manufactured homes (R-1S).
 3. Multifamily residential (R-2). (Ord. 802 § 1, 2012; Ord. 579 § 12, 1995)

6.04.130 Pet shops.

~~A. No person owning or operating a pet shop shall **offer for sale** sell any **live** animal which is, at the time of delivery of the animal to the buyer, sick, impaired, unweaned or otherwise so incapacitated that its weakness or incapacity will substantially impair its ability to recover or grow normally.~~

~~B. Every person owning or operating a pet shop shall post a notice, conspicuously displayed and protected by glass, in a place, or places, where it may be seen during hours that the pet shop is closed, containing the names, addresses and telephone numbers of persons to be notified who will proceed immediately to the premises upon request of any duly authorized health officer or police officer having reasonable cause for belief that animals or birds contained therein are in immediate need of care or protection.~~

C. No person owning or operating a pet shop shall tease, or otherwise torment, nor permit any other person to abuse, tease or otherwise torment any animals, birds or fish therein.

D. No person owning or operating a pet shop shall exhibit any animal, bird or fish to public display for more than twelve (12) consecutive hours. At no time shall any animal be placed on public display outside the enclosed premises of a pet shop by chaining or caging the animal upon the public street or other public place. (Ord. 579 § 13, 1995)

6.04.140 Revocation of license.

It is unlawful to keep any animal, kennel, grooming service or pet shop that is noisy, unsanitary, nauseous, foul or offensive, or in any way detrimental to public health and/or safety and not in compliance with this chapter, or any part thereof, and may be cause for revocation of such license or licenses upon petition of a police officer. (Ord. 579 § 14, 1995)

6.04.150 Penalty.

Any person in violation of any part of this chapter shall be charged with an infraction. Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250.00) per violation nor to exceed a fine of two hundred fifty dollars (\$250.00) per day that violations occur. All proceedings for the civil violation will be in accordance with Section 1.20.020 of this code. (Ord. 718 (part), 2006)

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

Section 3. Referendum and Effective Date. This Ordinance, being an exercise of a power specifically delegated to the city legislative body, is not subject to referendum, and shall take effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS _____ DAY OF _____, 2015.

Mike Cassinelli, Mayor

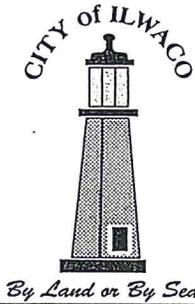
ATTEST:

Holly Beller, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Fornier	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: Month date, Year

EFFECTIVE: Month date, Year



- INCORPORATED 1891 -

CITY OF ILWACO

120 First Ave. N. • P.O. Box 548
Ilwaco, WA 98624

e-mail: ilwacoch@willapabay.org

Phone: 360-642-3145 Fax: 360-642-3155

March 19, 2010

Keleigh Schwartz
President of the Board
Humane Society of South Pacific County
324 2nd Street NE
Long Beach, WA 98631

RE: Shelter of Record for Ilwaco

Dear Ms. Schwartz:

The South Pacific County Humane Society (SPCHS) will formally become the "shelter of record" for the City of Ilwaco effective immediately, per the request placed before City Council on March 8, 2010 by Cheri Diehl and Jane Holeman on behalf of SPCHS. SPCHS will be the impound center for Ilwaco and also issue pet licenses as required by Ilwaco Municipal Code Chapter 6.04.

Sincerely,

A handwritten signature in cursive script that reads "Mike Cassinelli".

Mike Cassinelli
Mayor

SOUTH PACIFIC COUNTY HUMANE SOCIETY

A COMMUNITY-SUPPORTED AND -FUNDED NO-KILL SHELTER

January 24, 2016

Mayor Mike Cassinelli
Councilman David Jensen

Councilman Vinessa Karnofski
Councilman Fred Marshall

Councilman Jon Chambreau
Councilman Gary Forner

City of Ilwaco, Washington
PO Box 548
Ilwaco, WA 98631

Mayor and Council,

It has come to my attention that the work done together in 2010 was not finalized through changes to your City Code. As a result, I would like to request a brief workshop with you to refresh all on our requests and with a goal of finalizing this important work benefitting the South Pacific County Humane Society [SPCHS], the City of Ilwaco, her citizens, and visitors.

In preparation of such a meeting, and with respect for your time and attention, I have attached the existing code, along with proposed changes and additions for your review. Many of these changes simply serve to bring the code in alignment with current practices on the part of the City and the SPCHS.

The goals of the SPCHS Board of Directors are straightforward and prioritized:

1. **We would like City Code to accurately reflect current practice.**
2. **We would like to be designated as the City's Shelter of Record.** This designation:
 - a. Gives SPCHS the legal right to re-home animals found stray within the city limits;
 - b. Removes, from the City, the burdens of operating its own impound facility.
 - c. Removes, from the City, the burden of licensing.
 - d. Removes, from the City, the burden of advertising stray pets.
 - e. Provides SPCHS flexibility in advertising stray pets through the most successful channels (such as social media), and relieves the burden of physical posting of signs.
 - f. Exempts Humane Societies in general, and/or your Shelter of Record specifically, from ordinances intended for households and/or 'for-profit' kennel facilities.
3. **We would like City Code to better support humanely and well-run kennels,** penalizing unsafe, unhealthy and/or inhumane 'back yard breeders' and other businesses not beneficial to dogs or the City.

The SPCHS Board of Directors is grateful to the City of Ilwaco for its ongoing support and asks no recompense for providing services on behalf of the City.

SPCHS First Vice President Keleigh Schwartz will be your primary contact at SPCHS for this issue. She can be reached at 360-642-4431 or woof@beachdog.com.

Thank you for your consideration of these requests.

Most sincerely,

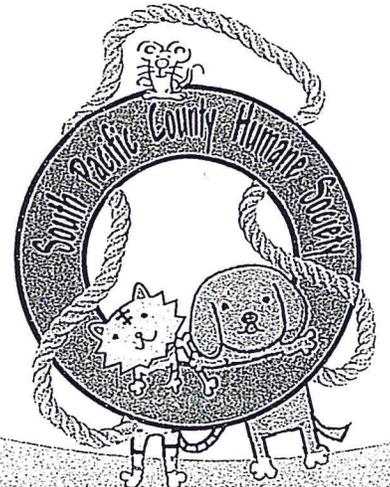
Sandy Clancy

Sandy Clancy
SPCHS Board President

360-642-1180

www.beachpets.com | adopt@beachpets.com

Mail: PO Box 101 • Long Beach, WA 98631 | Visit: 330 Second St NE • Long Beach, WA 98631



[SPCHS] In general, it is important that any changes make clear that SPCHS is the Designated Shelter (Impound Location) and, as such, given the rights of being the city's impound agent and also that SPCHS is NOT animal control and carries none of the burdens of enforcing the animal code of the City. [/SPCHS]

Title 6

ANIMALS

Chapters:

6.04 Dogs

6.08 Exotic Animals

Chapter 6.04

DOGS

Sections:

6.04.010 Definitions.

6.04.020 Licenses.

6.04.030 Kennel license fees and requirements.

6.04.040 Verification.

6.04.050 License tags.

6.04.050 Impoundment.

6.04.070 Redemption from impound.

6.04.080 Disposition of animals.

6.04.090 Public nuisance.

6.04.100 Liability for animal bites.

6.04.110 Running at large.

6.04.120 Livestock.

6.04.130 Pet shops.

6.04.140 Revocation of license.

6.04.150 Penalty.

6.04.010 Definitions.

As used in this chapter:

"Animal" means cats (any animal of the species Felidae) and dogs (any animal of the species Canidae) regardless of sex, or any other vertebrate normally kept as a pet.

"Boarding kennel" means a place where animals are kept for a fee or there are more than four animals present on the property. This is a commercial operation and may only be placed in an area zoned commercial.

"Breeding kennel" means a place where animals are bred usually for the owner's personal benefit.

Dangerous Dog. Refer to RCW 16.080.070, 16.080.080, 16.080.090 and 16.080.100.

"Hobby kennel" means a place where the owner of the property owns three animals.

"Kennel" means a secure building with clean and humane cages for the keeping of more than two animals.

[SPCHS]Because it is a common and humane practice for a non-kennel owner to keep 3 or 4 personal pets, we encourage you to increase these numbers. [/SPCHS]

[PROPOSED]

"Boarding kennel" means a place where animals are kept for a fee or there are more than ~~four~~ five animals present on the property. This is a commercial operation and may only be placed in an area zoned commercial.

"Hobby kennel" means a place where the owner of the property owns ~~three~~ four animals.

"Kennel" means a secure building with clean and humane cages for the keeping of more than ~~two~~ three animals.

[/PROPOSED]

"Mistreatment" means every act or omission which causes or unreasonably permits the continuation of unnecessary or unjustified pain or suffering to any animal. This also includes the teasing or abusing of any animal that is owned or controlled by another.

"Neglect" means failure to provide food, water, protection from the elements, opportunity for exercise, or other care normal, usual and proper for an animal's health and well being.

"Nuisance" means any animal which annoys or disturbs the free use of one's property or city property, or which renders its ordinary use or physical occupation uncomfortable. It extends to everything that endangers life or health, gives offense to the senses, violates the

laws of decency, or obstructs the reasonable and comfortable use of property; a wrong arising from an unreasonable or unlawful use of property to the discomfort, annoyance, inconvenience or damage of another, and usually comprehends continuous or recurrent acts.

"Owner" means any person, group of persons, or a corporation which owns, has custody of, possesses, harbors, feeds or exercises control over any animal provided in this chapter. (Ord. 579 § 1, 1995)

6.04.020 Licenses.

A. It is unlawful for any person to own, harbor or keep any dog or cat over six months old within the corporate limits of the city unless he/she shall first procure a license therefor from the city clerk-treasurer.

1. For each neutered or spayed dog: \$ 5.00;
2. For each nonneutered or nonspayed dog: \$10.00;
3. For each neutered or spayed cat: \$ 5.00;
4. For each non neutered or non spayed cat: \$ 10.00.

B. Such licenses to remain in force for the calendar year in which the same is issued and no longer. An animal license is considered as being due and payable on or before February 1st of each year. A late penalty of one dollar (\$1.00) per month or any part thereof will be charged.

C. Newly acquired animals over the age of six months shall have ten days from the date of acquisition to be licensed. (Ord. 579 § 2, 1995)

[SPCHS] Note here that SPCHS would be willing to manage licensing for the City, as we do for Long Beach. For Long Beach, we purchase tags and sell one with every adoption to a Long Beach residence as well as to any comers requesting a Long Beach license. SPCHS keeps revenues. We serve no regulatory function; we are simply a purveyor of the license. Please also note that we currently are licensing only dogs within the city limits of Long Beach. All other pets are unlicensed. [/SPCHS]

[PROPOSED]

A. It is unlawful for any person to own, harbor or keep any dog or cat over six months old within the corporate limits of the city unless he/she shall first procure a license therefor from the ~~city clerk-treasurer~~ City's licensing agent, the South Pacific County Humane Society.

- ~~1. For each neutered or spayed dog: \$ 5.00;~~
- ~~2. For each nonneutered or nonspayed dog: \$10.00;~~
- ~~3. For each neutered or spayed cat: \$ 5.00;~~
- ~~4. For each non neutered or non spayed cat: \$ 10.00.~~

B. Such licenses to remain in force for the calendar year in which the same is issued and no longer. ~~An animal license is considered as being due and payable on or before February 1st of each year. A late penalty of one dollar (\$1.00) per month or any part thereof will be charged.~~

C. Newly acquired animals over the age of six months shall have ten days from the date of acquisition to be licensed. (Ord. 579 § 2, 1995)

[/PROPOSED]

6.04.030 Kennel license fees and requirements.

A. Hobby kennel \$ 10.00;

Breeding kennel 25.00;

Boarding kennel 200.00.

B. Each applicant for a breeding kennel license must appear before the council of the city at a public meeting on the matter and present the council with letters from each resident within a two hundred (200) foot radius of the kennel location approving the granting of such license. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting.

Each applicant for a boarding kennel license must appear before the council of the city at a public hearing on the matter and present the council with letters from property owners within a five hundred (500) foot radius of the kennel location approving the granting of such license. Location of this kennel must be in a location zoned commercial and variances/conditional uses may not be granted. These letters of approval must be presented to the city clerk-treasurer at least five working days prior to the date of the city council meeting. (Ord. 579 § 3, 1995)

6.04.040 Verification.

Every application for a license shall be accompanied by a certificate from a qualified veterinarian showing that the animal to be licensed has been vaccinated for rabies. Further, an application for a spayed animal license shall be accompanied by a statement from a qualified veterinarian indicating the animal has been spayed. (Ord. 579 § 4, 1995)

[SPCHS] While we do not do this for the Long Beach licenses, if it is important to Ilwaco, we can verify vaccination and provide separate licenses for altered and unaltered pets. If SPCHS does the latter, we would significantly increase the cost of licensing unaltered pets as it is in our mission to discourage non-breeding kennel owners from keeping their pets intact. [/SPCHS]

6.04.050 License tags.

Upon payment of the license fee, the city clerk shall issue to the owner a metal tag, showing the calendar year for which the fee is paid and the registration number for each animal so licensed. The tag shall be firmly affixed to the collar furnished by the animal's owner and shall be worn by the animal at all times when off the premises of the licensed owner. Tags are not transferable from one animal to another. (Ord. 579 § 5, 1995)

[PROPOSED]

Upon payment of the license fee, the ~~city clerk~~ South Pacific County Humane Society shall issue to the owner a metal tag, showing the calendar year for which the fee is paid and the registration number for each animal so licensed. The tag shall be firmly affixed to the collar ~~furnished~~ by the animal's owner and shall be worn by the animal at all times when off the premises of the licensed owner. Tags are not transferable from one animal to another. (Ord. 579 § 5, 1995)

[/PROPOSED]

6.04.060 Impoundment.

A. The impoundment location shall be that physical location where animals are to be confined.

[SPCHS] SPCHS encourages the City to designate our Long Beach shelter facility as the Impoundment Location for the City of Ilwaco for dogs and cats determined to be NOT potentially dangerous. We are unable to accept potentially dangerous pets except when in the custody of law enforcement. [/SPCHS]

[PROPOSED]

A. The impoundment location shall be that physical location where animals are to be confined: the South Pacific County Humane Society, located at 330 Second Street NE, Long Beach, WA 98631.

[/PROPOSED]

B. It shall be the duty of all law enforcement officers and any persons deputized as animal control officers to impound all animals found running at large anywhere within city limits. Animal control officers shall give notice of impound to the owner of such animal, if known. If the owner is unknown, notice of such impound shall be posted at the place of impound, local Post Office and/or at City Hall. After three days the animal may be disposed of.

[SPCHS] SPCHS would like to be designated as animal control so as to have the legal right to impound animals, but does not have the resources to carry the responsibility to capture and detain them. SPCHS will NOT euthanize, however we will assume ownership of the pet at the end of the required impound period. [/SPCHS]

[PROPOSED]

B. It shall be the duty of all law enforcement officers and any persons deputized as animal control officers to impound all animals found running at large anywhere within city limits. Animal control

officers shall give notice of impound to the owner of such animal, if known. If the owner is unknown, notice of such impound shall be posted at the place of impound, local Post Office and/or at City Hall. ~~After three days the animal may be disposed of.~~

C. Citizens may impound animals found running at large anywhere within the city limits by taking them to the South Pacific County Humane Society.

D. All animals impounded at the South Pacific County Humane Society will be held for three (3) days, after which the animal becomes the property of the Shelter. Animals claimed within the 3-day hold period will be subject to impound and boarding fees, as well as any necessary medical bills incurred. These financial obligations must be met prior to reclaiming the animal.

[/PROPOSED]

C. An animal that has bitten a human shall be placed in impound until such time a licensed veterinarian determines it is free from rabies. (Ord. 579 § 6, 1995)

[SPCHS] To clarify, SPCHS would impound stray and/or abandoned animals and care for them at our own cost during the impound period and then take ownership of the pet until a suitable home can be found. Animals placed in our care for reasons of legal intervention or public safety would need to be impounded by law enforcement, (which has access to our kennel 24/7/365). When this happens, the agency impounding the animal retains legal and financial responsibility for it until such time as they remove the animal from our care or release ownership to SPCHS. [/SPCHS]

[PROPOSED]

€ D. An animal that has bitten a human shall be placed in impound by law enforcement until such time a licensed veterinarian determines it is free from rabies. (Ord. 579 § 6, 1995)

[/PROPOSED]

6.04.070 Redemption from impound.

A. Spaying and neutering of animals impounded is required before redemption unless the owner is in possession of a city breeding kennel license.

B. The owner shall be entitled to resume possession of an impounded animal upon presentation of a receipt given by the city clerk-treasurer upon compliance with the licensing provisions of Sections 6.04.020 and 6.04.030 and the payment of city redemption fees. Costs of keeping the animal at impound and any other costs, including vaccinations, neutering or spaying will be paid to the impound facility at time of redemption.

C. City Redemption Fees.

1. Five dollars (\$5.00) for the first redemption of the animal within any license year;

2. Twenty dollars (\$20.00) for the second redemption within any license year;

3. Forty dollars (\$40.00) for the third redemption within any license year. (Ord. 579 § 7, 1995)

[SPCHS] If SPCHS is the designated Impound Location, redemption would need to follow our policies rather than the City's. Section A is recommended, but not required, by our policy when a dog is re-claimed by its owner. Unclaimed pets are altered prior to rehoming. Sections B&C are the same in spirit but vary in detail. Payment would be to SPCHS, not the City Clerk-Treasurer, and at our current impound rates. If the City requires a fee in addition to SPCHS impound fees, the owner would need to first present to us a receipt from the City showing fees paid before we could release the animal. As this allows us less flexibility in reuniting pets and families, we request the City waive their fees. [/SPCHS]

[PROPOSED]

B. The owner shall be entitled to resume possession of an impounded animal upon presentation of a receipt given by the city clerk treasurer upon compliance with the licensing provisions of Sections 6.04.020 and 6.04.030 and the payment of city Impound facility redemption fees. Costs of keeping the animal at impound and any other costs, including boarding, licensing, medical needs deemed essential by the impound facility, vaccinations, neutering or spaying will be paid to the impound facility at time of redemption.

C. ~~City Redemption Fees.~~

~~1. Five dollars (\$5.00) for the first redemption of the animal within any license year;~~

~~2. Twenty dollars (\$20.00) for the second redemption within any license year;~~

~~3. Forty dollars (\$40.00) for the third redemption within any license year. (Ord. 579 § 7, 1995)~~

[/PROPOSED]

6.04.080 Disposition of animals.

A. The animal control officer or law enforcement officer need not keep any animal for more than three days after posting notice of impoundment and any animal not redeemed at the end of that time shall be considered forfeited by its owner, and shall be given away or humanely disposed of.

B. Any person who is not the rightful owner of an impounded animal, and wishes to own such animal, then that person shall take possession on the fourth day following impoundment upon payment of the impound and boarding fees and have fifteen (15) days to comply with all licensing requirements. (Ord. 579 § 8, 1995)

[SPCHS] SPCHS could forward appropriate paperwork to the city when an Ilwaco-impounded animal is re-homed if this is information the City requires. We only have the resources to follow through on licensing if we are the City's purveyor of the same. [/SPCHS]

[PROPOSED]

A. ~~The animal control officer or law enforcement officer Impound Facility need not keep any animal for more than three days after posting notice of impoundment and any animal not redeemed at the end of that time shall be considered forfeited by its owner, and shall be given away or humanely disposed of become the property of South Pacific County Humane Society.~~

B. ~~Any person who is not the rightful owner of an impounded animal, and wishes to own such animal, then that person shall take possession on the fourth day following impoundment upon payment of the impound and boarding fees and have fifteen (15) days to comply with all licensing requirements. (Ord. 579 § 8, 1995)~~

[/PROPOSED]

6.04.090 Public nuisance.

It is unlawful and all persons are prohibited from keeping or harboring within the corporate limits of the city, an animal that is a public nuisance. Each day that any animal is so harbored shall constitute a separate offense. (Ord. 579 § 9, 1995)

6.04.100 Liability for animal bites.

The owner of any animal which shall bite any person while that person is in or on a public place or lawfully in or on a private place, including the property of the owner of the animal, shall be liable for such damages as may be suffered by the person bitten, regardless of the former viciousness of such animal, or the owner's knowledge of such viciousness (RCW 16.08.040). (Ord. 579 § 10, 1995)

6.04.110 Running at large.

A. It is unlawful for any owner or custodian of any animal to permit any such animal to run loose or be at large upon any public street, highway or public place, or upon private property owned by a person or persons other than the owner or custodian of the animal, within the corporate limits of the city unless such animal is confined or controlled by a leash, rope, device or cord not to exceed ten (10) feet in length and is kept sufficiently short to allow for the containment and control of such animal. It is permissible to allow the animal to be at "heel" providing the owner or custodian maintains absolute control and the animal stays within the allowable leash length and is under the control of the owner or custodian.

Any person who elects to be at large within the corporate limits with animals contained and controlled by a leash, rope device or having

control with the animal at "heel" as provided for in this section shall be in violation of this section if that person in fact does not or cannot control and contain such animal.

B. Animals injured or killed in the street shall be considered as running at large. The law enforcement officer or designee shall remove all such animals and, at his or her discretion, take those needing medical attention to a veterinarian. The owner of such animal shall be responsible for all expenses of the treatment and of the impoundment. All reasonable efforts will be made to notify the owner or custodian of any such animal prior to the animal being treated or impounded. Injured animals may be destroyed humanely, if it is determined by the law enforcement officer or a veterinarian that the animal has sustained critical injuries or the suffering is extreme and/or the prognosis for recovery is poor. The law enforcement officer shall consult with a veterinarian as to the disposition of injured animals, when the animal's prognosis cannot be ascertained with reasonable certainty. (Ord. 579 § 11, 1995)

6.04.120 Livestock.

It is unlawful for the owner or custodian of any horse, swine, livestock, poultry, or other animals generally regarded as farm or ranch animals to permit the same to live within or to run at large within the corporate limits of the city. (Ord. 579 § 12, 1995)

6.04.130 Pet shops.

A. No person owning or operating a pet shop shall sell any animal which is, at the time of delivery of the animal to the buyer, sick, impaired, unweaned or otherwise so incapacitated that its weakness or incapacity will substantially impair its ability to recover or grow normally.

B. Every person owning or operating a pet shop shall post a notice, conspicuously displayed and protected by glass, in a place, or places, where it may be seen during hours that the pet shop is closed, containing the names, addresses and telephone numbers of persons to be notified who will proceed immediately to the premises upon request of any duly authorized health officer or police officer having reasonable cause for belief that animals or birds contained therein are in immediate need of care or protection.

C. No person owning or operating a pet shop shall tease, or otherwise torment, nor permit any other person to abuse, tease or otherwise torment any animals, birds or fish therein.

D. No person owning or operating a pet shop shall exhibit any animal, bird or fish to public display for more than twelve (12) consecutive hours. At no time shall any animal be placed on public display outside the enclosed premises of a pet shop by chaining or caging the animal upon the public street or other public place. (Ord. 579 § 13, 1995)

[SPCHS]SPCHS encourages the City to only allow pet shop businesses that do not sell live animals. This type of pet shop has been demonstrated locally as being quite viable. [/SPCHS]

[PROPOSED]

A. No person owning or operating a pet shop shall offer for sale ~~sell any live animal which is, at the time of delivery of the animal to the buyer, sick, impaired, unweaned or otherwise so incapacitated that its weakness or incapacity will substantially impair its ability to recover or grow normally.~~

B. ~~Every person owning or operating a pet shop shall post a notice, conspicuously displayed and protected by glass, in a place, or places, where it may be seen during hours that the pet shop is closed, containing the names, addresses and telephone numbers of persons to be notified who will proceed immediately to the premises upon request of any duly authorized health officer or police officer having reasonable cause for belief that animals or birds contained therein are in immediate need of care or protection.~~

[/PROPOSED]

6.04.140 Revocation of license.

It is unlawful to keep any animal, kennel, grooming service or pet shop that is noisy, unsanitary, nauseous, foul or offensive, or in any way detrimental to public health and/or safety and not in compliance with this chapter, or any part thereof, and may be cause for revocation of such license or licenses upon petition of a police officer. (Ord. 579 § 14, 1995)

6.04.150 Penalty.

Any person in violation of any part of this chapter shall be charged with an infraction. Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250.00) per violation nor to exceed a fine of two hundred fifty dollars (\$250.00) per day that violations occur. All proceedings for the civil violation will be in accordance with Section 1.20.020 of this code. (Ord. 718 (part), 2006)

Chapter 6.08

EXOTIC ANIMALS

Sections:

6.08.010 Chapter intent.

6.08.020 Definitions.

6.08.030 Possession unlawful.

6.08.040 Violation--Penalty.

6.08.050 Euthanasia in exigent circumstances.

6.08.060 Chapter limitations.

6.08.070 Severability.

6.08.010 Chapter intent.

It is in the intent of the Ilwaco city council to prohibit the possession or maintenance of exotic animals in order to preserve the public peace and safety of Ilwaco citizens. (Ord. 660 (part), 2001)

6.08.020 Definitions.

As used in this chapter:

"Animal control authority" means all law enforcement officers and persons deputized as an animal control officer.

"Exotic animal" means any of the following:

1. Species of snakes capable of inflicting serious physical harm or death to human beings;

2. Nonhuman primates and prosimians;

3. Bears;

4. Nondomesticated species of felines;

5. Nondomesticated species of canines and their hybrids, including wolf and coyote hybrids;

6. The order crocodilia, including alligators, crocodiles, caiman, and gavials. (Ord. 718 (part), 2006: Ord. 660 (part), 2001)

6.08.030 Possession unlawful.

The possession or maintenance of an exotic animal within the city limits of the city of Ilwaco by a private citizen as a pet is unlawful. (Ord. 660 (part), 2001)

6.08.040 Violation--Penalty.

Any private citizen possessing or maintaining an exotic animal as a pet within the city limits of the city of Ilwaco is guilty of an infraction. Each violation will be punished by a fine not to exceed two hundred fifty dollars (\$250.00) per violation nor to exceed a fine of

two hundred fifty dollars (\$250.00) per day that violations occur. All proceedings for the civil violation will be in accordance with Section 1.20.020 of this code. (Ord. 718 (part), 2006: Ord. 660 (part), 2001)

6.08.050 Euthanasia in exigent circumstances.

An exotic animal possessed or maintained in violation of this chapter or the rules and regulations of the animal control authority may be subject to euthanasia if any one of the following exigent circumstances is deemed to exist:

A. The exotic animal presents an imminent likelihood of serious physical harm to the public and there is no other reasonably available means of abatement; or

B. There is no reasonable basis to believe that the violation can be or in good faith will be corrected and after reasonable search or inquiry by the animal control authority no facility as authorized by local, state or federal law is available to house the exotic animal; or

C. The exotic animal suffers from a communicable disease injurious to other animals or human beings; provided, that this section shall not apply if the animal is under treatment by a licensed veterinarian and may reasonably be expected to recover without infecting other animals or human beings. (Ord. 660 (part), 2001)

6.08.060 Chapter limitations.

A. The purpose of this chapter is to prohibit the private ownership of exotic animals as pets. Therefore, the provisions of this chapter shall not apply to any facility maintained by any city, county, state or the federal government, including but not limited to public zoos, nor shall it apply to museums, laboratories and research facilities maintained by scientific or educational institutions, nor to private or commercial activities such as circuses, fairs, or private zoological parks which are otherwise regulated by law, nor to any recognized program engaged in the training or exotic animals as defined in this chapter for use as service animals by disabled citizens.

B. Breeding, or allowing the reproduction of, exotic animals as defined in this chapter is prohibited, provided that this prohibition shall not apply to any governmental facility possessing or maintaining exotic animals nor shall it apply to private or commercial activities as set forth in subsection A of this section. (Ord. 660 (part), 2001)

6.08.070 Severability.

If any clause, sentence, paragraph, or part of this ordinance codified herein, or the application thereof to any person or circumstance shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of the ordinance codified in this chapter. (Ord. 660 (part), 2001)

#

NAME MONETARY DONATION WORK DONATION COMMITMENT GO FUND ME TOTAL

NAME	MONETARY DONATION	WORK DONATION	COMMITMENT	GO FUND ME	TOTAL
Gary Forner	\$ 200.00				
Jon Ducharme	\$ 100.00				
Olde Towne Trading Post	\$ 184.50				
Fill the Boot 8/15/15 Ilwaco Hook & Ladder - 9/1/1/15 Slow Drag at the port 735.09	\$ 1,304.84				
Anonymous	\$ 2,500.00				
Arthur Strand Insurance	\$ 50.00				
Bank of the Pacific	\$ 100.00				
Blue Crab Graphics	\$ 50.00				
Time Enough Books	\$ 520.00				
Anonymous 2014	\$ 2,500.00				
Anonymous 2013	\$ 2,500.00				
Anonymous 9/1/14/15	\$ 10.00				
Marie Powell Gallery	\$ 100.00				
Coastal Computers	\$ 100.00				
FunDraiser!	\$ 1,713.93				
Harrold, John and Olivia	\$ 100.00				
Chris Jacobson and Tracy Ramos 6x6	\$ 200.00				
Kiwanis Club	\$ 500.00				
Carla Hanson	\$ 50.00				
KLEAN Treatment Center Jan 2016	\$ 1,000.00	\$ 5,000.00	\$ 2,500.00		
In Memory of Henry and Sally Cassinelli	\$ 300.00	\$ 20,000.00			
Port of Ilwaco	\$ 250.00				
Craft3	\$ 250.00				
South Pacific County Firefighters	\$ 30,000.00	\$ 100.00	\$ 500.00		
Tangly Cottage Gardening (Labor 10.00/Hr - 10 Hrs and Materials)	\$ 1,000.00				
Templin Foundation (Playground Equip.)	\$ 1,853.00				
Onan & Son (Supply In Store Credit)	\$ 1,265.50				
Dave McKee (37.06/Hr - 50 Hrs)	\$ 1,263.50				
Austin Benson (25.31/Hr - 50 Hrs)	\$ 750.00				
Jimmie Fero (25.27/Hr - 50 Hrs)	\$ -				
Heidi's Inn (50 hours)	\$ -				
Mark Perez (15.00/HR - 50 Hours)	\$ -				
Rotary (50 Hours)	\$ -				
Tinkerville Art Mural	\$ -				
Don Nisbett Art Mural \$2000	\$ -				
Jenna Nisbett Color Consultation \$750	\$ -				
The Bageant Family (15.00/Hr - 50 Hrs)	\$ 750.00				
Saturday Market (Jan 2016)	\$ 5,000.00				
IMA	\$ 10,000.00				
In Memory of Brian F. Sullivan (Tree)	\$ 1,000.00				
Chinook Observer	\$ 250.00				
Peninsula Pharmacy	\$ 1,000.00				
Pierre Marchand In Memory of Al and Jessie Marchand (5 trees)	\$ 5,000.00				
Hilltop PTO	\$ 500.00				
Pickled Fish	\$ 2,145.00				
MISC LABOR PARKS & REC (10.00/HR - 1000)	\$ 10,000.00				
Tom Williams	\$ 300.00				
Brian and Kim Cutting (2 12x12 plaques 1) In Memory of David & Lorraine Cadwell 2,	\$ 1,000.00				
John and Cheri Grocott	\$ 200.00				
City of Ilwaco	\$ 200.00	\$ 8,700.00			
Elizabeth and David Johnson	\$ 200.00				
Patrick Carrico artwork \$2500	\$ 200.00				
Nancy McAllister	\$ 200.00				
Ole Bob's Seafoods	\$ 200.00				
PUD - surplus and equipment use	\$ 100.00				
Harmony Soap Works	\$ 200.00				
42nd Street Caf6	\$ 2,500.00				
Anonymous	\$ 500.00	\$ 500.00	\$ 200.00		
Peninsula Sanitation	\$ 50.00				
Lorraine Brown PCC	\$ 200.00				
Robert and Marianne Gertulla	\$ 200.00				
Hopkins Family	\$ 200.00				
Go Fund Me	\$ 75,878.27	\$ 30,182.00	\$ 23,200.00	\$ 10,166.00	\$ 138,612.99
TOTALS					

Application Metrics

Project Sponsor: City of Ilwaco
Project Title: City Park Renovation Phase 1
Program: RRG Local Parks

Project Number: 14-1729
Project Type: Development
Approval: 11/12/2015

Project Metrics

Community Values

Service Area Radius:	0.5 miles (20 minute walk)
Management Priority:	Active Park
Connecting children with nature:	The local Boys & Girls club currently uses this park three times a week during the summer. Improving this park would make it much more inviting to this group and others.
Project sustainability:	This project will use sustainable products and techniques when cost compared to conventional methods is similar. Though there are no certain plans for sustainable products or techniques, they are likely to be included.

Sites Improved

Project acres developed:	0.00
Project acres renovated:	3.00

Completion Date

Projected date of completion:	5/1/2016
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Economic Benefit

Projected economic benefit provided by the project:	First and foremost this park will benefit the citizens of Ilwaco. Secondly there will be a significant increase in tourism to the City once this park is completed, as this will be the only park of it's kind on the South end of the Long Beach Peninsula. Additionally, given the proximity of this park to the only hospital in the area, it will be a great recreational opportunity for the outpatient services and will provide benefits to the health and wellness of the community as a whole. Finally, this project will directly impact Ilwaco Middle and High Schools given that they are both less than 0.5 miles from the park. The High School softball team will practice occasionally at this park but its' primary function will be for public use.
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Development Metrics

Worksite #1, Ilwaco City Park

Application Metrics

Project Sponsor: City of Ilwaco

Project Number: 14-1729

Project Title: City Park Renovation Phase 1

Project Type: Development

Program: RRG Local Parks

Approval: 11/12/2015

Athletic Fields

Softball field development

Total cost for Softball field development:

\$101,450.00

Number of softball fields:

0 new, 1 renovated

Number of softball fields with lighting:

0 new, 1 renovated

Number of softball fields by surface type:

Natural

1

Primary users of softball fields:

Adults, Youth

Select the softball field renovation elements:

Add/replace backstops/fencing,
Add/replace irrigation/drainage,
Add/Replace turf/infield, Add/upgrade
field amenities

Buildings and Structures

Construct / install restroom

Total cost for Construct / install restroom:

\$80,000.00

Number of restrooms:

0 new, 1 renovated

Select the restroom type :

Restroom

Provide the square feet of each restroom:

1500

Application Metrics

Project Sponsor: City of Ilwaco
Project Title: City Park Renovation Phase 1
Program: RRG Local Parks

Project Number: 14-1729
Project Type: Development
Approval: 11/12/2015

General Site Improvements

Develop paths/walkways

Total cost for Develop paths/walkways: \$31,920.00
 Select the surface of the path/walkway: Asphalt
 Linear feet of path/walkway: 1520
 Minimum width of the path/walkway : 6
 Walkway lighting provided (yes/no): Yes
 Number of walkway bridges: 0 new, 0 renovated

Install lighting (general security)

Total cost for Install lighting (general security): \$50,000.00
 Number of general security lights installed: 10

Install signs/kiosk

Total cost for Install signs/kiosk: \$7,000.00
 Number of kiosks: 1 new, 0 renovated
 Number of interpretive signs/displays: 0 new, 2 renovated
 Number of permanent entrance signs: 2 new, 0 renovated
 Number of electronic signs: 0 new, 0 renovated
 Project involves installation of informational signs (yes/no): Yes

Install site furnishings

Total cost for Install site furnishings: \$21,200.00
 Select the site furniture / amenities : Benches, Bike racks, Drinking fountains, Other, Pet waste bag dispensers, Picnic tables, Recycling/Trash receptacles

Landscaping improvements

Total cost for Landscaping improvements: \$15,568.00
 Acres of landscaped area : 3.00
 Select the landscape features: Groundcover, Irrigation, Native vegetation, Trees/shrubs

Parking and Roads

Parking development

Total cost for Parking development: \$34,445.00
 Number of vehicle parking stalls: 30 new, 0 renovated
 Number of vehicle with trailer parking stalls: 0 new, 0 renovated
 Number of accessible parking stalls:
 Vehicle with trailers 0
 Vehicle 2
 Select the parking surfaces : Asphalt
 Select the parking enhancements: Curbs

Application Metrics

Project Sponsor: City of Ilwaco	Project Number: 14-1729
Project Title: City Park Renovation Phase 1	Project Type: Development
Program: RRG Local Parks	Approval: 11/12/2015

Play Areas

Playground development

Total cost for Playground development:	\$87,500.00
Number of play areas:	0 new, 1 renovated
Number of play structures/major components (slide set, swing set, etc.):	0 new, 5 renovated
Number of climbing walls/rocks:	0 new, 0 renovated
Select the play area surface material type:	Engineered wood fiber
Square feet of playgrounds :	600

Site Preparation

General site preparation

Total cost for General site preparation:	\$69,506.00
Acres of site preparation :	3.00
Number of trail miles for site preparation:	0.25
Buildings / structures to be demolished:	Current bathroom/picnic facility, tennis court, and playground equipment.
Select the site preparation activities:	Demolition, General site prep activities, Mobilization

Sport Courts

Basketball court development

Total cost for Basketball court development:	\$3,300.00
Number of basketball courts:	0 new, 1 renovated
Number of basketball courts with lighting:	0 new, 0 renovated
Surface types for basketball courts :	
Pervious	0
Impervious	1
Select the basketball court renovation elements:	Replace surface

Utilities

Install power utilities

Total cost for Install power utilities:	\$7,500.00
Select the power utilities:	Relocate/bury power utility

Install sewage system

Total cost for Install sewage system:	\$3,500.00
Number of dump stations:	0 new, 0 renovated
Select the sewer utilities:	Sewer relocation

Install stormwater system

Total cost for Install stormwater system:	\$10,000.00
Select the stormwater utilities:	Catch basins, Stormwater line

Install water system

Total cost for Install water system:	\$3,000.00
Select the water utilities:	Water system relocation

Application Metrics

Project Sponsor: City of Ilwaco

Project Number: 14-1729

Project Title: City Park Renovation Phase 1

Project Type: Development

Program: RRG Local Parks

Approval: 11/12/2015

Cultural Resources

Cultural resources

Total cost for Cultural resources:	\$5,000.00
Acres surveyed for cultural resources:	3.00
Number of trail miles surveyed for cultural resources:	0.00

Permits

Obtain permits

Total cost for Obtain permits:	\$5,044.00
Number of permits required for implementation of project:	3

Architectural & Engineering

Architectural & Engineering (A&E)

Total cost for Architectural & Engineering (A&E):	\$107,185.00
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Project Scope Metrics

Project Sponsor: City of Ilwaco
 Project Title: City Park Renovation Phase 1
 Program: RRG Local Parks

Project Number: 14-1729
 Project Type: Development

Project Metrics	Original	Final
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Sites Improved
 Project acres developed:
 Project acres renovated:

Worksite #1, Ilwaco City Park

Development Cost Metrics	Original
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Worksite #1, Ilwaco City Park

Development Metrics	Original
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Buildings and Structures
Construct / install restroom
 Number of restrooms: new, renovated
 Select the restroom type :

General Site Improvements
Construct picnic shelter
 Number of group picnic shelters: new, renovated

Develop paths/walkways
 Select the surface of the path/walkway:
 Linear feet of path/walkway:
 Walkway lighting provided (yes/no):
 Number of walkway bridges: new, renovated

Install lighting (general security)
 Number of general security lights installed:

Install signs/kiosk
 Number of kiosks: new, renovated
 Number of interpretive signs/displays: new, renovated
 Number of permanent entrance signs: new, renovated
 Number of electronic signs: new, renovated
 Project involves installation of informational signs (yes/no):

Install site furnishings

Landscaping improvements
 Acres of landscaped area :
 Select the landscape features:

Project Scope Metrics

Parking and Roads

Parking development

Number of vehicle parking stalls: new, renovated
Number of vehicle with trailer parking stalls: new, renovated
Number of accessible parking stalls:
Select the parking surfaces :
Select the parking enhancements:

Play Areas

Playground development

Number of play areas: new, renovated
Number of climbing walls/rocks: new, renovated
Select the play area surface material type:

Site Preparation

General site preparation

Utilities

Install power utilities

Select the power utilities:

Install sewage system

Number of dump stations: new, renovated

Select the sewer utilities:

Install water system

Select the water utilities:

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Ariel Smith

From: RCO MI GrantAgreement (RCO) <grantagreement@rco.wa.gov>
Sent: Monday, February 01, 2016 10:56 AM
To: Ariel Smith
Cc: Austin, Marguerite (RCO); Nick Haldeman; Calhoun, Rory (RCO)
Subject: City Park Renovation Phase 1, RCO #14-1729D
Attachments: 14-1729 City Park Renovation.pdf

February 1, 2016

Ariel Smith
City of Ilwaco
PO Box 548
Ilwaco, WA 98624

RE: City Park Renovation Phase 1, RCO #14-1729D

Dear Ms. Smith:

Congratulations on receiving a grant for the City Park Renovation Phase 1 project. Your grant is administered by the Recreation and Conservation Office (RCO) and attached is the project agreement you need to sign and return to us before you may begin working to implement your project.

Your project agreement includes the agreement, standard terms and conditions, a milestone report of key deadlines, and an eligible scope activities report that describes allowable cost items for the project. Please read your project agreement carefully. Pay particular attention to sections F and G to determine if your award is subject to state or federal grant management and reporting requirements. Federal requirements will apply if your grant award is from a federal source or if you or RCO uses it as match to a federal award. In addition, review section K for any special conditions that may be included in your agreement. Special conditions are additional requirements beyond what is in the project agreement and standard terms and conditions.

After reviewing these materials, please print two copies of the entire project agreement, have the appropriate person sign both, and return both signed originals within 60 days to PO Box 40917, Olympia, WA 98504-0917. RCO will sign both and return an original to you for your records. Once you receive a signed project agreement, you can begin implementing your project.

It is extremely important that you complete your project on time to ensure the continuing success and credibility of the RCO Recreation Grants. Timely use of your grant helps demonstrate effective use of funding to citizens and policymakers.

Lastly, we encourage you to contact the media about your project to help build public awareness of it and its benefits. Acknowledging grant funding helps increase the public's understanding of the value the funding provides to communities. Please notify your RCO grants manager of any event celebrating your project's beginning or completion. We'd love to help you celebrate!

As always, staff is available to answer your questions. If you need assistance, please contact Rory Calhoun at (360) 902-3022, TDD (360) 902-1996, or rory.calhoun@rco.wa.gov.

Thank you again for helping make this valuable investment in Washington's great outdoors.

Sincerely,

Marguerite Austin
RCO Section Manager
PO Box 40917
Olympia WA 98504
(360) 902-3016
Marguerite.austin@rco.wa.gov

To change or add email addresses on this list, please email cindy.gower@rco.wa.gov.

RCO Project Agreement For Office Administered Programs

Project Sponsor: City of Ilwaco

Project Number: 14-1729D

Project Title: City Park Renovation Phase 1

Approval Date: 11/12/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and City of Ilwaco (sponsor), PO Box 548, Ilwaco, WA 98624 and shall be binding on the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account and ORA of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

The City of Ilwaco will use this grant for the first phase of City Park renovation which includes the relocation of the major park facilities, to a more useable and safe location in the park. This phase of the project will install new playground and accessible surfacing, install a new accessible flush CXT toilet building, construct a new picnic shelter, upgrade accessible parking and add accessible pathways to the playground and picnic shelter near the front side of the park. The primary recreational opportunity provided by this project is new playground equipment and a picnic shelter.

D. PERIOD OF PERFORMANCE

The period of performance begins on January 15, 2016 (project start date) and ends on February 28, 2018 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this development and renovation project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see Section 24: Restriction of Conversion) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding assistance remain in the public domain in perpetuity.

F. PROJECT FUNDING

The total grant award for this project shall not exceed \$150,000.00. RCO shall not pay any amount beyond that approved for grant funding of the project and within the RCO's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
Office - RRG Local Parks	50.00%	\$150,000.00	State
Project Sponsor	50.00%	\$150,000.00	
Total Project Cost	100.00%	\$300,000.00	

G. FEDERAL FUND INFORMATION

This Agreement is not a federal subaward. This Agreement is funded with a grant from the State of Washington.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor’s application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This “Agreement” as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO’s director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

1. Archaeological, Historic, and Cultural Resource Consultation

Section 8 of this agreement requires compliance with Executive Order 05-05 and/or Section 106 of the National Historic Preservation Act. RCO has completed the initial consultation for this project and a cultural resources survey is required. The Sponsor must submit to RCO the survey and receive from RCO a Notice to Proceed before any ground disturbing activities can begin. Construction started without a Notice to Proceed will be considered a breach of contract. In the event that archaeological or historic materials are discovered while conducting ground disturbing activities, work in the immediate vicinity must stop and the Sponsor must ensure compliance with the provisions found in Section 8 of this agreement.

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Ariel Smith
Title: Treasurer
Address: PO Box 548
Ilwaco, WA 98624
Email: treasurer@ilwaco-wa.gov

Office

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 14-1729D, shall be subject to the written approval of the RCO’s authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

City of Ilwaco

By: _____

Date: _____

Name: (printed) _____

Title: _____

State of Washington, Recreation Conservation Office

By: _____

Date: _____

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: /s/

Assistant Attorney General

Date: August 26, 2015

Standard Terms and Conditions of the Project Agreement

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SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

acquisition project - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

Agreement or Project Agreement - The document entitled "Project Agreement" accepted by all Parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.

applicant - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds.

application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

C.F.R. - Code of Federal Regulations

contractor - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R. § 200.23 (2013)).

development project - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.

education and enforcement project - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.

equipment - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or \$5,000 (2 C.F.R. § 200.33 (2013)).

indirect cost - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).

landowner agreement - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.

maintenance project - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.

maintenance and operation project - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.

match or matching share - The portion of the total project cost provided by the sponsor.

milestone - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, the RCO is the pass-through or is acting as the pass-through entity on behalf of another state agency as identified in Section A: Parties to the Agreement.

period of performance - The time during which the sponsor may incur new obligations to carry out the work authorized under this Agreement (2 C.F.R. § 200.77 (2013)).

planning project - A project that results in an assessment, inventory, study, plan, project designs, constructions plans and specifications or permits.

pre-agreement cost - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that administers the grant under this Agreement .

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding Amount.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 29: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the RCO undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The RCO undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from an alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or

any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06 or 28B.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and the RCO policies regardless of whether the sponsor is a public or non-public organization.

Pursuant to RCW 43.21C.0382, all of RCO's activities and programs are exempt from threshold determinations and environmental impact statement requirements.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

- A. **Nondiscrimination Laws.** The sponsor shall not discriminate against users of projects assisted with board funds on the basis of race, creed, color, sex, religion, national origin, disability, marital status, or sexual orientation and must comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the RCO. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor 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. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
- C. **Archaeological and Cultural Resources.** The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The RCO requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

- E. **Debarment and Certification.** By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

- A. **Maintenance.** The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06. By submitting any record to the state, sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING AND COSTS

- A. **Additional Amounts.** The RCO shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the director and incorporated by written amendment into this Agreement.
- B. **Before the Agreement.** No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by RCO policy or the director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- C. **Requirements for Federal Subawards.** Pre-agreements costs before the federal award date in Section F: Project Funding Amount are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding Amount.
- Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Escrow Payments.** Direct payment to an escrow account of the RCO's share of the approved cost of real property and related costs may be made following RCO approval when the sponsor indicates a temporary lack of funds to purchase the property on a reimbursement basis. Prior to release of the RCO's share into escrow, the sponsor must provide the RCO with a copy of a binding agreement between the sponsor and the seller, all required documentation, and evidence of deposit of the sponsor's share into an escrow account.
- C. **Reimbursement Request Frequency.** Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- D. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- E. **Retainage Held Until Project Complete.** RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed;
 8. Fiscal transactions are complete; and
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- F. **Sources of Eligible Match.** Applicant resources used to match board funds must be eligible in the grant program. Sources of matching resources include, but are not limited to, any one or more of the following:
1. Appropriations and cash;
 2. Value of the applicant's expenses for labor, materials, and equipment;
 3. Value of donated real property, labor, services, materials, and equipment use; and
 4. Other state or federal funds.
- G. **Requirements for Federal Subawards: Match.** The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.

- Requirements for Federal Subawards: Close out.** Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

SECTION 13. RECOVERY OF PAYMENTS

- A. Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, an applicable report from the state auditor's office, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).
- D. Deposit in State Account.** Any recovery of payments in this section will be deposited to the appropriate state account as identified in Section F: Project Funding.

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

- A. Income.**
 - 1. Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored if the fees are consistent with the:
 - a. Value of any service(s) furnished;
 - b. Value of any opportunities furnished; and
 - c. Prevailing range of public fees in the state for the activity involved.
- B. Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 1. The sponsor's matching resources;
 2. The project's total cost;
 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by this project;
 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 5. Capital expenses for similar acquisition and/or development and renovation.
- C. Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
1. Publish a notice to the public requesting bids/proposals for the project;
 2. Specify in the notice the date for submittal of bids/proposals;
 3. Specify in the notice the date for submittal of bids/proposals;
 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

- B. **Requirements for Federal Subawards.** For all Federal subawards, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

SECTION 17. TREATMENT OF EQUIPMENT

- A. **Discontinued Use.** Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. **Loss or Damage.** The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. **Requirements for Federal Subawards.** Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to the RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the RCO right to inspect and access lands acquired or developed with funding assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the RCO discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.** The sponsor also shall post signs or other appropriate media during the period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in the RCO policy or waived by the director.
- C. **Ceremonies.** The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. **Federally Funded Projects.** When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 - 1. The fund source;
 - 2. The percentage of the total costs of the project that is financed with federal money;
 - 3. The dollar amount of federal funds for the project; and
 - 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

- A. **Document Review and Approval.** The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval.
- B. **Control and Tenure.** The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. **Nondiscrimination.** Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

- A. **Evidence of Land Value.** Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to RCO policy.
- B. **Evidence of Title.** The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. **Conveyance of Rights to the State of Washington.** When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 - 1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. **Easements and Leases.** The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.
- E. Real Property Acquisition and Relocation Assistance.**
1. **Federal Acquisition Policies.** When federal funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
 2. **State Acquisition Policies.** When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, RCW 8.26, and WAC 468-100.
 3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.
 4. **Condemnation.** Acquisition of real property through or as a direct result of condemnation is not eligible for funding in this Agreement. Acquisition of real property must be on a willing-seller basis.
- F. Buildings and Structures.** In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.
- G. Hazardous Substances.**
1. **Certification.** The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
 2. **Responsibility.** Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
 3. **Hold Harmless.** The sponsor will defend, protect and hold harmless the RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.
- H. Requirements for Federal Subawards.** The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R. § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

- A. Restriction on Conversion.** The sponsor shall not at any time convert any real property (including any interest therein) acquired, or facility developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the RCO in compliance with applicable statutes, rules, and RCO policies.

It is the intent of the RCO's conversion policy, current or as amended in the future, that all real property acquired or any project facilities developed, maintained, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in Section E: On-going Obligations or as approved by the RCO.

- B. Conversions Defined.** A conversion occurs under any of the following circumstances:
1. **Conveyance.** Interests in real property are conveyed for purposes inconsistent with the intent of the Agreement and the funding source. Interests in real property include, but are not limited to, options, rights of first refusal, conservation easements, leases, and mineral rights.
 2. **Use.** Non-eligible uses (public or private) are made of the project area or a portion of the project area,
 3. **Eligibility.** Non-eligible facilities are developed with the project area without prior approve of the RCO.
 4. **Termination of Use/Non-Conformance.** The property acquired or the project developed or restored no longer meets or conforms to the purpose of this Agreement or the funding source.
 5. **Public Access.** Closure of public access sites is for longer than 180 consecutive days.

C. Remedies for a Conversion. The RCO shall only approve a conversion when the sponsor has demonstrated the following:

1. All practical alternatives to the conversion have been evaluated and rejected; and
 2. The sponsor agrees to replace the entire project area or the portion of the project area affected by the conversion and assume the obligations described in Section E: On-going Obligations on the replacement property or facilities. The replacement must:
 - (a) Be of equivalent or greater usefulness and location as the original project in this Agreement;
 - (b) Be managed by the sponsor unless otherwise approved by the RCO;
 - (c) Be eligible to receive a grant from the source of funds from which this project was originally funded, unless otherwise authorized by RCO;
 - (d) If an acquisition project, be interest in real property of at least equal market value and public benefit at the time of replacement;
 - (e) If a development, renovation, or maintenance project, provide a facility of at least equal market value and public benefit as that which existed at the time of the original investment of RCO funds; and
 - (f) If a restoration project, provide restoration activities necessary to replicate the ecological benefit intended by the project; and
 3. Publish a notice of the proposed conversion and replacement and provide the public an opportunity to comment;
- D. Change of Use.** When approved by RCO, certain activities within the eligible scope activities of this project may be removed from this Agreement without invoking a conversion. Removing activities is allowed when the RCO determines that the activities are not needed or cannot be retained due to one or more of the following conditions:
1. Obsolescence,
 2. Extraordinary vandalism,
 3. Acts of nature,
 4. Designed useful service life expectancy reached,
 5. Fire,
 6. Property or property rights lost as a result of legal action, or
 7. National Trails System Act reversion order.
- E. Documentation.** Any conversion or change of use will be documented through a formal written amendment to this Agreement and signed by RCO and the sponsor.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

- A. Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the RCO funds, including undeveloped sites, are built, operated, used, and maintained:
1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.
- B. Open to the public.** Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution, the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

- A. **Equal Employment Opportunity.** Except as otherwise provided under 41 C.F.R. 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 Fed. Reg. 12319, 12935, 3 C.F.R. 1964, 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

- B. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

- C. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- D. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).

F. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

G. **Procurement of Recovered Materials.** A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

H. **Required Insurance.** The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

I. **Debarment and Suspension (Executive Orders 12549 and 12689).** The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

SECTION 28. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program or the Marine Shoreline Protection program.

The sponsor shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

A. Administrative Conditions

1. **Cost Principles.** The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. **Audit Requirements.** The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding Amount.
3. **Hotel-Motel Fire Safety Act.** Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. **Recycled Paper**
 - a. **Institutions of Higher Education Hospitals and Non-Profit Organizations.** In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
 - b. **State Agencies and Political Subdivisions.** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. **State and Local Institutions of Higher Education and Non-Profit Organizations.** In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

- d. **State Tribal and Local Government Recipients.** In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. **Lobbying.** The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

- a. **Part 30 Recipients.** All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.
- Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- b. **Lobbying and Litigation.** The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. **Suspension and Debarment.** The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. **Drug-Free Workplace Certification.** The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
- a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
- b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at <http://ecfr.gpoaccess.gov>.
8. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
9. **Reimbursement Limitation.** If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.
10. **Trafficking in Persons.** The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. **DUNS and CCR Requirements.** Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the Central Contractor Registry (CCR) until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.

The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

12. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.
13. **Disadvantaged Business Enterprise Requirements, General Compliance.** The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
14. **Sub-Awards.** If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
 - a. Establish all sub-award agreements in writing;
 - b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
15. **Federal Employees.** No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
16. **Fly America Act.** The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
17. **Recovered Materials.** The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
18. **Copeland "Anti-Kickback" Act.** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
19. **Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7).** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

20. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
21. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
22. **FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions.** This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. **Semi-Annual Financial and Ecosystem Accounting Tracking System (FEATS) Performance Reports.** The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - (a) Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - (b) The reasons for slippages if established outputs/outcomes were not met; AND
 - (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 calendar days after the end of each reporting period.

2. **Final Performance Report.** In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. **Recognition of EPA Funding.** Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT [EPA agreement number] TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

4. **Copyrighted Material.** EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

RCO acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

5. **Peer Review.** The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator: Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

SECTION 29. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. The RCO policies and procedures.

SECTION 30. LIMITATION OF AUTHORITY

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

SECTION 31. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 32. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 33. SPECIFIC PERFORMANCE

The RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 34. TERMINATION

The RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all the RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

- A. **For Cause.** The director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
 2. If the sponsor fails to make progress satisfactory to the director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

- B. **Non-Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.
- C. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

SECTION 35. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the Parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the director.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the Parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The Parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of an affected Party to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the Parties.

SECTION 36. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

SECTION 37. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise, venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 38. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the RCO (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those Parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court, otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the Parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from such a lawsuit shall be binding and enforceable on the Parties. Any money judgment or award against a Tribe, tribal officers, employees, and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F: Project Funding Amount of the Agreement in order to satisfy the judgment.

C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the Parties. In any enforcement action, the Parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 39. SEVERABILITY

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

Eligible Scope Activities

Project Sponsor:	City of Ilwaco	Project Number:	14-1729
Project Title:	City Park Renovation Phase 1	Project Type:	Development
Program:	RRG Local Parks	Approval:	11/12/2015

Project Metrics

Sites Improved

Project acres developed:	0.00
Project acres renovated:	1.00

Development Metrics

Worksite #1, Ilwaco City Park

Buildings and Structures

Construct / install restroom

Number of restrooms:	1 new, 0 renovated
Select the restroom type :	Restroom

General Site Improvements

Construct picnic shelter

Number of group picnic shelters:	1 new, 0 renovated
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Develop paths/walkways

Select the surface of the path/walkway:	Concrete
Linear feet of path/walkway:	500
Walkway lighting provided (yes/no):	Yes
Number of walkway bridges:	0 new, 0 renovated

Install lighting (general security)

Number of general security lights installed:	10
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Install signs/kiosk

Number of kiosks:	1 new, 0 renovated
Number of interpretive signs/displays:	0 new, 2 renovated
Number of permanent entrance signs:	1 new, 0 renovated
Number of electronic signs:	0 new, 0 renovated
Project involves installation of informational signs (yes/no):	No

Install site furnishings

Landscaping improvements

Acres of landscaped area :	1.00
Select the landscape features:	Groundcover, Irrigation, Native vegetation, Trees/shrubs

Parking and Roads

Parking development

Number of vehicle parking stalls:	0 new, 2 renovated
Number of vehicle with trailer parking stalls:	0 new, 0 renovated
Number of accessible parking stalls:	
Vehicle with trailers	0
Vehicle	2
Select the parking surfaces :	Concrete
Select the parking enhancements:	Curbs

Play Areas

Playground development

Number of play areas:	1 new, 0 renovated
Number of climbing walls/rocks:	0 new, 0 renovated
Select the play area surface material type:	Engineered wood fiber

Eligible Scope Activities

Site Preparation

General site preparation

Utilities

Install power utilities

Select the power utilities:

Relocate/bury power utility

Install sewage system

Number of dump stations:

0 new, 0 renovated

Select the sewer utilities:

Sewer relocation

Install water system

Select the water utilities:

Water system relocation

Cultural Resources

Cultural resources

Permits

Obtain permits

Architectural & Engineering

Architectural & Engineering (A&E)

Milestone Report By Project

Project Number: 14-1729 D
Project Name: City Park Renovation Phase 1
Sponsor: Ilwaco City of

X	!	Milestone	Target Date	Comments/Description
X		Design Initiated	12/01/2015	
		Project Start	01/15/2016	
	!	Cultural Resources Complete	04/30/2016	Survey required, see special condition #1. DAHP Log No: 072015-14-RCFB.
	!	Progress Report Submitted	06/30/2016	
	!	Annual Project Billing	07/31/2016	
		60% Plans to RCO	08/31/2016	
		Applied for Permits	09/30/2016	
		SEPA/NEPA Completed	09/30/2016	
		All Bid Docs/Plans to RCO	10/31/2016	
		Bid Awarded/Contractor Hired	12/01/2016	
	!	Progress Report Submitted	01/31/2017	
	!	Construction Started	03/31/2017	
		50% Construction Complete	06/30/2017	
	!	Progress Report Submitted	06/30/2017	
		RCO Interim Inspection	07/01/2017	
	!	Annual Project Billing	07/31/2017	
		90% Construction Complete	09/30/2017	
		Funding Acknowl Sign Posted	10/31/2017	
		Construction Complete	10/31/2017	
		RCO Final Inspection	11/27/2017	
		Final Billing to RCO	12/31/2017	
		Final Report in PRISM	12/31/2017	
	!	Agreement End Date	02/28/2018	

X = Milestone Complete

! = Critical Milestone

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item:12/14/15 Council Business Item:
3/14/16

B. Issue/Topic: **Memorandum of Understanding between Pacific County and PACCOM for receipt and expenditure of funds from Proposition #1**

C. Sponsor(s):

1. Cassinelli
- 2.

D. Background (overview of why issue is before council):

Due to the passage of the increase of 1/10 of 1% sales tax approved by voters in November 2015 as Proposition #1, Pacific County and PACCOM desire to enter into a Memorandum of Understanding for collection and expenditure of said funds.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details):

1. The MOU was drafted by the County at the request of the PACCOM Admin Board as a means to address concerns raised by some members about how the “new funds” would be spent. Pacific County sent it out initially for comment, and didn’t receive any, so sent it out to all member agencies for their consideration. This is not something that has to be approved by each member agency, but was prepared as a document to try and clearly set some parameters regarding how these funds can be budgeted and spent.

F. Impacts:

1. Fiscal:
2. Legal: This MOU has been reviewed by Heather Reynolds
3. Personnel:
4. Service/Delivery:

G. Planning Commission: Recommended N/A Public Hearing on

H. Staff Comments:

I. Time Constraints/Due Dates: December 31, 2015

J. Proposed Motion:

1. **I move to authorize the mayor to execute the Memorandum of Understanding between Pacific County and PACCOM Member Agencies for the collection and expenditure of Proposition #1 sales tax funds.**

Memorandum of Understanding

Between

Pacific County

And

PACCOM Member Agencies

This Memorandum of Understanding between Pacific County, hereinto referred to as "County", and PACCOM Member Agencies, hereinto referred to as "Agency" is an agreement for receipt and expenditure of Funds received from an increase of 1/10 of 1% sales tax, herein referred to as "sales tax" approved by the voters in November 2015 (Proposition #1).

It is mutually agreed that:

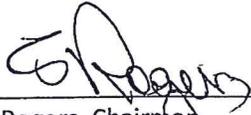
- RCW 82.14.420 states that moneys received from any tax imposed under this RCW shall be used solely for the purpose of providing funds for costs associated with financing, design, acquisition, construction, equipping, operating, maintaining, remodeling, repairing, reequipping, and improvement of emergency communications.
- Funds from Proposition #1 (1/10 of 1% sales tax increase) will be received from the State Department of Revenue by the County Treasurer and deposited into Special Revenue, FUND #161, PACCOM Special Account.
- Decisions regarding how funds collected through the 1/10 of 1% will be expended will be directed by the provisions listed below:
 - Expenditures from FUND #161 will only occur with prior approval of the PACCOM Admin Board. This approval will be recorded in the PACCOM Admin Board minutes, and generally will be at the time of the annual budget preparation, approval and recommendation to the Board of County Commissioners. Approval can be provided in person, by email or phone to the Admin Board Chairperson.
 - In the case of unanticipated capital purchases, the PACCOM Admin Board will call a special meeting to review the request and provide a written recommendation to the BOCC for a supplemental to the current year's budget. Admin Board members can attend special meeting in person, or join by phone.
 - Beginning in 2016, the first \$50,000 received in sales tax will be reserved for capital purchases. Annually thereafter a minimum of 10% of the sales tax collected in FUND #161 will be reserved in FUND #161 for capital purchases. By a majority vote of the Admin Board, more than the minimum 10% can be reserved for future capital purchases. At no time, can less than 10% be reserved for capital purchases.

- With the approval of the PACCOM Admin Board, revenue that has been reserved in FUND #161 for capital purchases can be included in the upcoming year's budget to offset the cost of specific capital purchases.
- Remaining funds ((total funds collected the previous year in FUND #161 minus the amount reserved for capital purchases (\$50,000 in 2016 and min of 10% annually thereafter)) collected the previous year will be used to offset PACCOM operating expenses, including personnel for the upcoming year. For example, total revenue collected in calendar year 2016 minus \$50,000 reserved for capital will be the amount available to be budgeted for 2017.
- Annually, by June 30th, the Sheriff's Office will provide a copy of both FUND #160 and FUND 161 status report to the PACCOM Board and Budget Committee. This status report will include projected ending FUND balances for that calendar year.
- In preparing the annual budget for the Budget Committee's review, the PACCOM Director will reduce the overall proposed PACCOM expenses by the estimated FUND #161 revenue that will be budgeted in the upcoming year prior to application of the formula being applied to share expenses among all member agencies. This revenue source will be handled the same as other "outside" revenue sources, it will be deducted from the overall projected PACCOM expenses.
- The PACCOM Budget Committee will prepare two proposed budgets for review and approval by the PACCOM Admin Board. One for FUND #161 which will include a transfer to the PACCOM budget (FUND #160) for operating expenses, and a reserved amount for capital expenses, and the second will be the annual overall PACCOM budget (FUND #160).

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

AUTHORIZED THIS 22nd DAY OF December, 2015

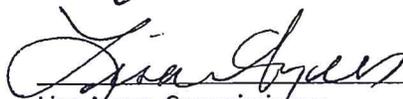
BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON



Steve Rogers, Chairman

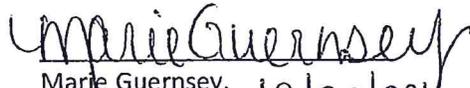


Frank Wolfe, Commissioner



Lisa Ayers, Commissioner

ATTEST:


Marie Guernsey,
Clerk of the Board 12/22/2016

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY SHERIFF:

Sheriff Scott L. Johnson

Attest: _____
Civil Clerk

Authorized this 17th day of JAN 2016

PACIFIC COUNTY FIRE DISTRICT 1 COMMISSIONER

Anthony M. Lead
Commissioner

Attest: *Jamie Melroy*
DISTRICT SECRETARY

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 2 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 3 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

CITY OF ILWACO:

Mayor Mike Cassinelli

Attest: _____
Ilwaco City Clerk

Authorized this _____ day of _____ 201_.

CITY OF LONG BEACH:

Robert E. Andrew

Mayor Bob Andrew

Attest: *Wileen S Bell*

Long Beach City Clerk

Authorized this _____ day of _____ 201_.

CITY OF RAYMOND:

Mayor Jason Dunsmoor

Attest: _____
Raymond City Clerk

Authorized this _____ day of _____ 201_.

CITY OF SOUTH BEND:

Mayor Julie Struck

Attest: _____
South Bend City Clerk

Authorized this _____ day of _____ 201_.

CITY OF ILWACO:

Mayor Mike Cassinelli

Attest: _____
Ilwaco City Clerk

Authorized this _____ day of _____ 201_.

CITY OF LONG BEACH:

Mayor Bob Andrew

Attest: _____
Long Beach City Clerk

Authorized this _____ day of _____ 201_.

CITY OF RAYMOND:

Mayor Jason Dunsmoor

Attest: _____
Raymond City Clerk

Authorized this _____ day of _____ 201_.

CITY OF SOUTH BEND:

Mayor Julie Struck

Attest: _____
South Bend City Clerk

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 4 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 6 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 7 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 8 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 4 COMMISSIONER

Commissioner

Attest: _____

Authorized this 8th day of December 2015

PACIFIC COUNTY FIRE DISTRICT 6 COMMISSIONER

Glenn Kullbeck
Commissioner

Attest: *Linda M Lagergren*

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 7 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 8 COMMISSIONER

Commissioner

Attest: _____

Authorized this 15th day of DECEMBER 2015

NORTH PACIFIC COUNTY EMERGENCY MEDICAL SERVICES DISTRICT

L. Rex Hutchins

Commissioner

Attest: Vivian Fenton

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY SHERIFF:

Sheriff Scott L. Johnson

Attest: _____
Civil Clerk

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 1 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 2 COMMISSIONER

Commissioner

Attest: _____

Authorized this 2 day of Dec 2015

PACIFIC COUNTY FIRE DISTRICT 3 COMMISSIONER

R. Rex Hutchins
Commissioner

Attest: Recky Nissel Sec.

Memorandum of Understanding

Between

Pacific County

And

PACCOM Member Agencies

This Memorandum of Understanding between Pacific County, hereinto referred to as "County", and PACCOM Member Agencies, hereinto referred to as "Agency" is an agreement for receipt and expenditure of Funds received from an increase of 1/10 of 1% sales tax, herein referred to as "sales tax" approved by the voters in November 2015 (Proposition #1).

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IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT.

AUTHORIZED THIS _____ DAY OF _____, 201_

BOARD OF COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Steve Rogers, Chairman

Frank Wolfe, Commissioner

Lisa Ayers, Commissioner

ATTEST:

Marie Guernsey,
Clerk of the Board

Authorized this _____ day of _____ 201_.

CITY OF ILWACO:

Mayor Mike Cassinelli

Attest: _____
Ilwaco City Clerk

Authorized this _____ day of _____ 201_.

CITY OF LONG BEACH:

Mayor Bob Andrew

Attest: _____
Long Beach City Clerk

Authorized this _____ day of _____ 201_.

CITY OF RAYMOND:

Mayor Jason Dunsmoor

Attest: _____
Raymond City Clerk

Authorized this _____ day of _____ 201_.

CITY OF SOUTH BEND:

Mayor Julie Struck

Attest: _____
South Bend City Clerk

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY SHERIFF:

Sheriff Scott L. Johnson

Attest: _____
Civil Clerk

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 1 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 2 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 3 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 4 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 6 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 7 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

PACIFIC COUNTY FIRE DISTRICT 8 COMMISSIONER

Commissioner

Attest: _____

Authorized this _____ day of _____ 201_.

NORTH PACIFIC COUNTY EMERGENCY MEDICAL SERVICES DISTRICT

Commissioner

Attest: _____

Senate Supplemental Budget Zeroes Out MRSC by July 1st

March 4, 2016 by [Tracy Burrows \(/Home/Stay-Informed/MRSC-Insight.aspx?aid=106\)](#)

Category:



The Washington State Senate supplemental budget with adjustments for the remainder of the 2016/17 biennium, eliminates all funding for the Municipal Research and Services Center (MRSC).

MRSC has been serving local governments in Washington for over 80 years. Our longevity is directly attributable to providing high quality service to our partners.

MRSC's state appropriation represents a partnership of city and county support. MRSC's funding has come from a small portion of the local government share of liquor revenues that historically would have otherwise gone directly to cities and counties. This efficient method of funding gives cities and counties access to a remarkable pooled resource that they would otherwise not be able to afford.

MRSC's services in 2015 included:

- 7,150 inquiry requests answered from more than 350 local and state government agencies
- 50,000 research hours logged by 1.4 million web visitors, including state agency and legislative staff
- 56 trainings conducted for over 4,000 attendees

Visit AWC's website for more information about [the state budget impacts on local government](#).

<https://www.awcnet.org/Advocacy/Newsandupdates/LegislativeIssues/TabId/677/ArtMID/1863/ArticleID/1338/Cuts-to-city-programs-and-revenue-in-Senate-proposed-budget.aspx>



About Tracy Burrows

As MRSC's Executive Director, Tracy seeks out innovations in local government, tracking trends in management

and technology that impact your work. She has over 20 years of local government and non-profit experience, specializing in growth management, transportation, and general city management issues.

[VIEW ALL POSTS BY TRACY BURROWS](#) ▶ (</Home/Stay-Informed/MRSC-Insight.aspx?aid=106>)

[Leave a Comment](#) ▾

Comments

2 comments on Senate Supplemental Budget Zeroes Out MRSC by July 1st

"MRSC is an essential services for rural county governments such as mine. Zeroing out MRSC represents the apex of "penny-wise, pound-foolish" thinking."

Michael MacSems on Mar 4, 2016 6:56 PM

"Unfortunately there is a history of short sighted decisions in the state's budget over the past few years. This would be one of the worst if it prevails. MRSC has evolved into an essential tool in helping local governments do their work better. Let's not make the job of local government even more difficult. MRSC does an excellent job!"

Mike on Mar 4, 2016 2:30 PM

A SHORTCOURSE

ON LOCAL PLANNING



Department of Commerce
Innovation is in our nature.

A Short Course on Local Planning

March 23, 2016, 6:15-9:15 p.m.

Vancouver City Hall, 415 W 6th St, Vancouver, WA 98660

Hosted by the City of Vancouver

Agenda:

- 6:15– 6:30 WELCOME AND INTRODUCTIONS.....Commerce**
- 6:30 – 7:00 THE GMA AND COMPREHENSIVE PLANNING BASICS.....Emil Pierson**
An overview of the Growth Management Act requirements for local planning. Development regulations, capital facility spending, and other tools for implementing the comprehensive plan. Updating your plan; requirements and schedule..
- 7:00 -7:30 THE LEGAL BASIS OF PLANNING IN WASHINGTON.....Jeff Myers, Attorney at Law**
The constitutional basis for zoning, the statutory basis of planning in Washington State, and early planning statutes. Constitutional issues in land use planning.
- 7:30 – 7:40 BREAK**
- 7:40 – 8:10 OPEN GOVERNMENT LAWSJeff Myers, Attorney at Law**
Open Public Meetings Act and Introduction to the Public Records Act.*
- 8:20- 8:50 ROLES AND RESPONSIBILITIES.....Amy Tousley,**
Roles and responsibilities in the planning process. Legislative vs quasi-judicial decisions, tips for encouraging public involvement, best practices for effective meetings.
- 8:50-9:15 QUESTIONS AND ANSWERS.....All**

** This training meets the requirements of ESB 5964(laws of 2014) requiring every member of a governing body to take Open Public Meetings Act training within 90 days of taking an official role, and every four years thereafter, as long as they remain in that role. Attendees will receive a certificate of training.*



Planning Association
of Washington



American Planning Association
Washington Chapter



REGISTRATION: Please register by March 16, 2016 by sending an email with your name, organization and title (if applicable) and the location of the short course you wish to attend to shortcourse@commerce.wa.gov or by leaving the same information at 360 725-3064. Registration is not required, but helps for planning purposes; all will be welcome at the event.

DRIVING DIRECTIONS to VANCOUVER CITY HALL: 415 West 6th Street Vancouver, WA 98660 (corner of 6th & Esther)
 Heading South on I-5

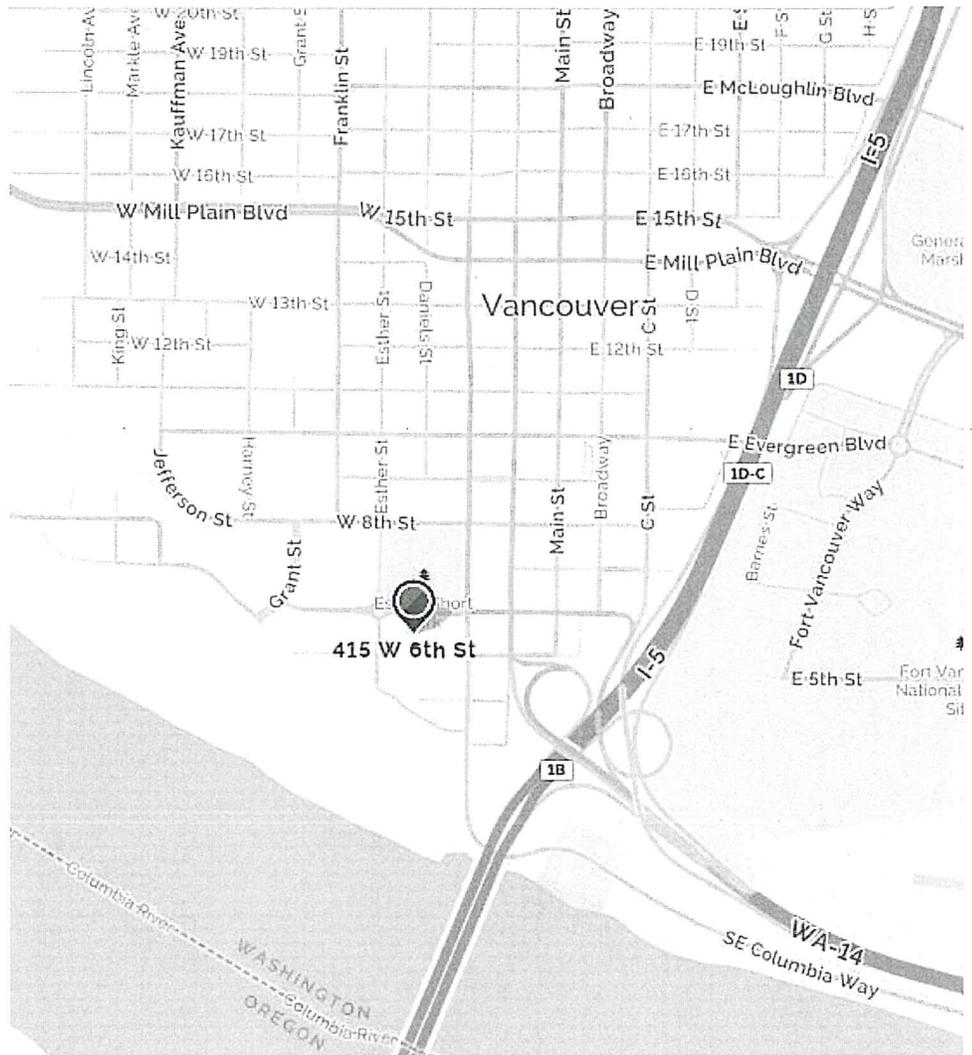
- Take exit **1C** for **Mill Plain Blvd/WA-501** toward **City Center/Port of Vancouver** (.2 mi)
- Keep right at the fork, follow signs for **City Center** and merge onto **WA-501/E 15th St** (.1 mi)
- Turn left onto **Columbia St** (.4 mi)
- Turn right onto **W 6th St** (.1 mi)
- At the traffic circle, take the **4th** exit and stay on **W 6th St** go 420 feet. Destination will be on the right

Heading North on I-5

- Take exit **1B** toward **City Center/Convention Center** (.4 mi)
- Turn left onto **E 6th St** (.3 mi), At the traffic circle, take the **4th** exit onto **W 6th St** go 420 feet . Destination will be on the right

From East – via SR-14

- Merge onto **WA-14 W** (from I205) (11.8 mi)
- Keep left at the fork, follow signs for **City Center** go .4 mi les.
- Turn left onto **E 6th St** go .3 mi
- At the traffic circle, take the **4th** exit onto **W 6th St** go 420 feet Destination will be on the right



PARKING : Please park in the garage located on the **corner of 6th & Columbia** (Vancouver center Park & Go). **This garage is one block NE of City Hall.** Rates: Hourly .75 Free after 6:00 p.m.

City elected officials will earn 3 CML credits in Community Planning and Development
 County elected officials will receive 2 core credits towards Certified Public Official Training

A Short Course on Local Planning: Training citizen planners since 1977

The Short Course is an opportunity for planning commissioners, local government staff, elected officials, and community members to learn about our state's legal framework planning, comprehensive planning and community development processes, and public involvement in the planning process.

www.commerce.wa.gov/growth 360.725.3064

HOST: Chad Eiken, Planning Director, City of Vancouver
chad.eiken@cityofvancouver.us

MODERATOR: Ike Nwankwo, Western Washington Financial and Technical Assistance Manager
Growth Management Services, Washington State Department of Commerce,
Ike.Nwankwo@commerce.wa.gov 360.725.3056 www.commerce.wa.gov

PRESENTERS: Jeff Myers, Attorney at Law, Law, Lyman, Daniel, Kamerrer & Bogdanovich
jmyers@lldkb.com 360.754-3480 www.lldkb.com
Amy Tousley, Planner, Puget Sound Energy, Amy.Tousley@pse.com

Emil Pierson, Community Development Director, City of Centralia
epierson@cityofcentralia.com 360.330.7662

ADDITIONAL TRAINING AND EDUCATIONAL OPPORTUNITIES IN WASHINGTON

Department of Commerce, Growth Management Services www.commerce.wa.gov/growth. See the short Course Manual and Videos under the "Short Course on Local Planning" tab.

Municipal Research and Services Center of Washington at www.mrsc.org : See *A Planner's Pocket Reference* at www.mrsc.org/subjects/planning/PocketRef.aspx which includes glossaries, websites for land use, environment, legal, housing, census, economics, transportation, online tutorials, technical tools, model codes, and land use law.

Washington State Office of the Attorney General Trainings on Open Government, Open Public Meetings Act and Public Records Act training at www.atg.wa.gov/OpenGovernmentTraining.aspx

OUR SHORT COURSE PARTNERS

Planning Association of Washington (PAW) is a statewide, grass-roots, non-profit incorporated in 1963. The mission of PAW is "to provide unbiased practical planning education to the citizens of Washington State". To this end, PAW created the Short Course on Local Planning and is a Founding Partner of the short Course. www.planningpaw.org Partner since 1980.

The Washington Cities Insurance Authority (WCIA) is a liability insurance risk pool which supports member risk management through education. WCIA encourages their members to attend the Short Course on Local Planning because it is recognized as a tool for reducing land-use liability. www.wciapool.org/ Silver partner since 2009.

Washington Chapter of the American Planning Association (WA-APA) recognized the importance of strengthening support for planning through citizen education www.washington-apa.org/ Bronze partner since 2014.

Association of Washington Cities (AWC) and the **Risk Management Services Agency (RMSA)** www.awcnet.org/ and www.awcnet.org/PropertyLiability.aspx See **GMA Comp Plan Conversation Starter** videos . www.awcnet.org/ResourcesResearch/GMACompPlanConversationStarters.aspx Partner since 2015.

A Short Course on Local Planning: Training citizen planners since 1977

www.commerce.wa.gov/growth 360.725.3064



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208-3621

ENVIRONMENT, FISH & WILDLIFE

March 2, 2016

RECEIVED MAR 07 2016

In reply refer to: KEC-4

To: People interested in the Wallacut River Confluence Estuary Restoration

Bonneville Power Administration (BPA) is proposing to fund habitat restoration along the Wallacut River in Pacific County, Washington. This letter briefly explains what is being proposed, outlines our process and schedule, requests your comments, and identifies who to contact if you have questions.

Proposal: Under the proposal, BPA would fund Columbia Land Trust to conduct restoration actions along the Wallacut River at its confluence with the Columbia River, approximately one-and-a-half miles northeast of Ilwaco, Washington. The project area historically had tidally-influenced wetlands and tidal channels. At some point in the late 19th or early 20th century, a levee was constructed along the Wallacut River and ditches and tidegates were installed to drain the area.

Proposed restoration actions include the removal of a levee and ditches, excavation of channels, invasive plant species control, and planting of native vegetation. The restoration would improve habitat for 13 Endangered Species Act (ESA)-listed salmon and steelhead species and ESA-listed eulachon (smelt), as well as other fish species and wildlife species. A location map and conceptual plan of the project proposal are attached.

Environmental Review: BPA is analyzing the potential impacts of the proposal as required under the National Environmental Policy Act (NEPA). As part of the NEPA analysis, we are requesting public comments to help determine issues to be addressed. The schedule for the NEPA review is as follows:

Public comment period	March 2 through March 24, 2016
NEPA Analysis and Documentation	Spring 2016
If decision to build, construction start	Summer 2016

How to Comment: Please send your comments by **April 4, 2106** so they may be considered in the scope of the NEPA analysis. Comments received will be posted on the project website at www.bpa.gov/goto/WallacutRiverConfluenceEstuary. There are several ways to comment:

Mail: Bonneville Power Administration Public Affairs – DKE-7 P.O. Box 14428 Portland, OR 97291-4428	Toll-free: 800-622-4519 FAX: 503-230-4019 Online: www.bpa.gov/comment
---	---

Wallacut River Confluence Estuary Restoration

"I'd like to tell you..."

Please have your studies look at:

I need more information about:

I have these other comments:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

A return, postage-paid envelope was provided to submit your comments.

How to comment:

Mail:	Bonneville Power Administration Public Affairs – DKE-7 P.O. Box 14428 Portland, OR 97291-4428	Toll-free:	800-622-4519
		FAX:	503-230-4019
		Online:	www.bpa.gov/comment

Please mention "Wallacut River Confluence Estuary Restoration" in your correspondence.
For project information visit: www.bpa.gov/goto/WallacutRiverConfluenceEstuary

The comment period ends April 4, 2016.

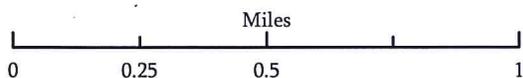




Wallacut River Confluence Estuary Restoration Public Notification Map

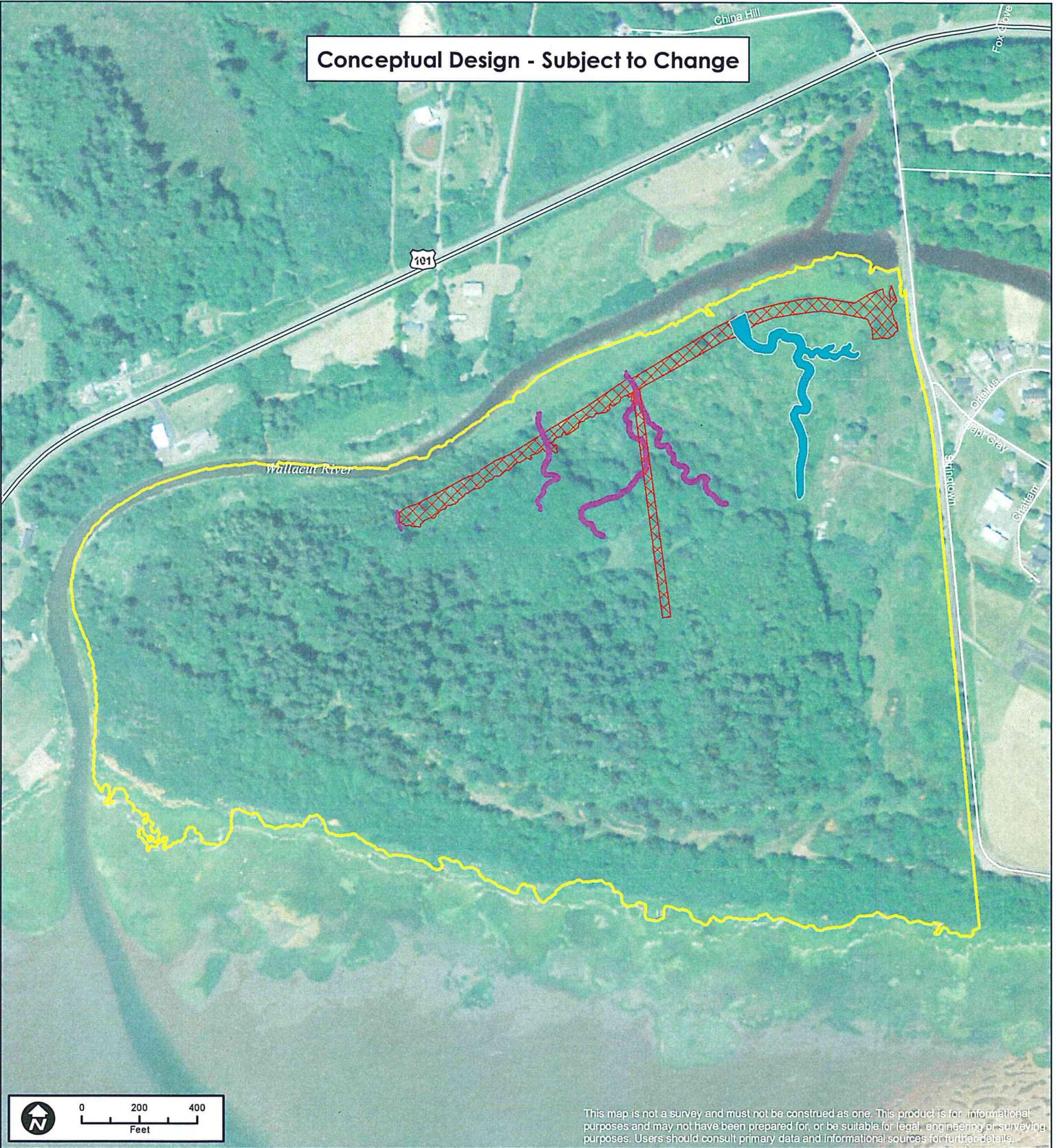
Pacific County, WA - Cape Disappointment 24k USGS Quadrangle
(114.48 Acres)

 Project Area



January 25, 2016





2/17/2016

- | | | |
|--------------|-------------------------------|-----------------------------|
| Project Area | Restoration Actions | Excavated Channel - New |
| Local Roads | Levee Removal & Ditch Filling | Restored Channel - Existing |

Data Sources: (1) NAIP 2014 Imagery (2) Restoration Actions (Interfluvial 90% Design)