



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, January 27, 2022

7:00 PM

2nd Floor, City Hall

NOTICE IS HEREBY GIVEN, in accordance with RCW Chapter 42.30, that the City Council of the City of Longview, Washington, will be holding a regular meeting on Thursday January 27th, at 7:00 p.m. at the Council Chamber, City Hall 1525 Broadway St., Longview. The meeting is also available by Zoom.

Zoom meeting link:

<https://us02web.zoom.us/j/81019140694>

Telephone options (you may need to try more than one number if you receive a busy signal):

Dial any of the following numbers:

1-253-215-8782

1-669-900-6833

1-346-248-7799

1-408-638-0968

1-646-876-9923

1-301-715-8592

1-312-626-6799

Webinar ID: 810 1914 0694

The City Hall is accessible for persons with disabilities. Special equipment to assist the hearing impaired is also available. Please contact the City Executive Offices at 360.442.5004 48 hours in advance if you require special accommodations to attend the meeting.

- 1. CALL TO ORDER**
- 2. INVOCATION*/FLAG SALUTE**

3. ROLL CALL**4. APPROVAL OF MINUTES**

22-00045 JANUARY 13, 2022 MEETING MINUTES

5. CHANGES TO THE AGENDA**6. PRESENTATIONS & AWARDS****7. CONSTITUENTS' COMMENTS (Thirty Minutes)****8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS****9. PUBLIC HEARINGS**

22-00053 REQUEST TO RESCHEDULE THE PUBLIC HEARING SET FOR JANUARY 27, 2022 TO FEBRUARY 24, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) REQUIRED BY HUD.

RECOMMENDED ACTION:

MOTION TO RESCHEDULE THE PUBLIC HEARING SET FOR JANUARY 27, 2022 TO FEBRUARY 24, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) REQUIRED BY HUD.

10. BOARD & COMMISSION RECOMMENDATIONS**11. ORDINANCES & RESOLUTIONS**

22-00050 RESOLUTION NO. 2393 GCB 3187 WSDOT EMERGENCY MUTUAL AID AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2393

22-00051 RESOLUTION NO. 2394 GCB 3207 WSDOT EMERGENCY MUTUAL AID AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2394

12. MAYOR'S REPORT**13. COUNCILMEMBERS' REPORTS****14. CONSENT CALENDAR**

22-00046 APPROVAL OF CLAIMS

22-00049 BID REVIEW- MINT FARM REGIONAL WATER TREATMENT PLANT MANWAY HATCH AND ELBOW REPLACEMENT

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO J.H. KELLY, LLC, IN THE AMOUNT OF \$381,976.27

22-00048 SET PUBLIC HEARING- AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2022-2027 AND RIVERCITIES TRANSIT PROGRAM OF

PROJECTS (POP)**RECOMMENDED ACTION:**

MOTION TO SET THE CITY COUNCIL MEETING ON FEBRUARY 24, 2022, AS THE DATE AND TIME FOR A PUBLIC HEARING TO AMEND THE 2022-2027 SIX-YEAR TIP/POP

15. CITY MANAGER'S REPORT

22-00047 DECLARATION OF COOPERATION-SPIRIT LAKE-TOUTLE/COWLITZ RIVER SYSTEM COLLABORATIVE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE MAYOR TO SIGN THE DECLARATION OF COOPERATION: SPIRIT LAKE-TOUTLE/COWLITZ RIVER SYSTEM COLLABORATIVE ON BEHALF OF THE CITY OF LONGVIEW.

16. MISCELLANEOUS**17. ADJOURNMENT**

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.**

NEXT REGULAR COUNCIL MEETINGS:

THURSDAY, FEBRUARY 10, 2022- 7:00 P.M.

THURSDAY, FEBRUARY 24, 2022- 7:00 P.M.

NEXT COUNCIL WORKSHOPS:

THURSDAY, FEBRUARY 24, 2022- 6:00 P.M. -DOWNTOWN PARKING



City of Longview

1525 Broadway
Longview, WA 98632
www.ci.longview.wa.us

Minutes

City Council

*Mayor MaryAlice Wallis
Mayor Pro Tem Michael Wallin
Council Member Ruth Kendall
Council Member Angie Wean
Council Member Spencer Boudreau
Council Member Christine Schott
Council Member Hillary Strobel*

Thursday, January 13, 2022

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2nd Floor, City Hall

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1-346-248-7799
1-408-638-0968
1-669-900-6833
1-301-715-8592
1-312-626-6799
1-646-876-9923**

Webinar ID: 890 4748 3965

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1. CALL TO ORDER

Councilmember Wallis called the meeting to order at 7:00 p.m.

2. INVOCATION*/FLAG SALUTE

The flag salute followed the invocation provided by Joshua Wenzek of Northlake Church.

3. ROLL CALL

Present: Councilmember MaryAlice Wallis, Councilmember Mike Wallin, Councilmember Ruth Kendall, Councilmember Hillary Strobel, Councilmember Christine Schott, Spencer Boudreau, Angie Wean

Absent: None

Staff Present: City Manager Kurt Sacha; City Attorney Jim McNamara; City Clerk Kaylee Cody; Deputy City Clerk Kassi Mackie; Public Works Director Ken Hash; Community and Economic Development Director Ann Rivers; Parks & Recreation Director Jen Wills; Police Chief Robert Huhta; Human Resources Director Chris Smith; Administrative Services Director Kris Swanson

22-00029 CEREMONY: SWEARING-IN OF NEWLY ELECTED AND REELECTED COUNCIL MEMBERS BY THE HONORABLE JUDGE HAYS, MUNICIPAL COURT JUDGE

Municipal Court Judge Hays administered the oaths of office to reelected Council Member MaryAlice Wallis and newly elected Council Members Spencer Boudreau and Angie Wean.

22-00030 ELECTION OF MAYOR (CONDUCTED BY CITY CLERK)

City Clerk Kaylee Cody called for nominations for the position of Mayor. Council Member Wallis was nominated to serve as Mayor for the 2022-2023 term. Upon a vote duly held, Council Member Wallis was elected Mayor.

22-00031 ELECTION OF MAYOR PRO TEM (CONDUCTED BY MAYOR)

Mayor Wallis called for nominations for the position of Mayor Pro Tem. Council Member Wallin was nominated to serve as Mayor Pro Tem for the 2022-2023 term. Upon a vote duly held, Council Member Wallin was elected to serve as Mayor Pro Tem.

4. APPROVAL OF MINUTES**22-0005 DECEMBER 28, 2021 SPECIAL MEETING MINUTES**

On a motion duly made and passed, the reading of the minutes, copies of which had been submitted to the Mayor and members of the City Council, was waived and the minutes were approved as if read.

5. CHANGES TO THE AGENDA**6. PRESENTATIONS & AWARDS****7. CONSTITUENTS' COMMENTS (Thirty Minutes)**

Cody Wells of Centralia provided public comment.

George Brajcich of Longview provided public comment.

Derek Fine of Winlock provided public comment.

Jen Mary of Longview provided public comment.

Tina Smith of Longview provided public comment.

Keenan Harvey of Kelso provided public comment.

8. FOLLOW-UP TO PAST CONSTITUENTS' COMMENTS**9. PUBLIC HEARINGS****10. BOARD & COMMISSION RECOMMENDATIONS****11. ORDINANCES & RESOLUTIONS****22-00011 RESOLUTION NO. 2391- INTERLOCAL AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES****RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2391**

Parks and Recreation Director Jennifer Wills presented.

A motion was made by Councilmember Boudreau, seconded by Councilmember Strobel, to adopt Resolution No. 2391. The motion carried unanimously.

22-00041 RESOLUTION NO. 2392 - EMERGENCY DECLARATION MAPLEWOOD DRIVE SLIDE STABILIZATION**RECOMMENDED ACTION:****MOTION TO ADOPT RESOLUTION NO. 2392.**

Public Works Director Ken Hash presented.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Kendall, to adopt Resolution No. 2392. The motion carried unanimously.

12. MAYOR'S REPORT

Mayor Wallis provided a verbal report.

13. COUNCILMEMBERS' REPORTS

Councilmember Wean provided a verbal report.

Mayor Pro Tem Wallin provided a verbal report.

Councilmember Boudreau provided a verbal report.

22-0006 ORDINANCE NO. 3457- MORATORIUM ON APPLICATIONS FOR CERTAIN LAND USES IN THE DOWNTOWN COMMERCE DISTRICT, D-C ZONE.**RECOMMENDED ACTION:**

MOTION TO ADOPT ORDINANCE 3457, SET A PUBLIC HEARING FOR MARCH 10, 2022, AND DIRECT THE PLANNING COMMISSION TO REVIEW THE USES PERMITTED IN THE D-C ZONE AND RECOMMEND ZONING AMENDMENTS TO ENSURE A VIBRANT MIXTURE OF FOR-PROFIT USES INCLUDING THE SALE OF GOODS AND SERVICES, ENTERTAINMENT AND DINING ARE PRESENT.

Planning Manager Adam Trimble presented.

Douglas Bukela of Longview provided public comment.

Duncan Chalmer of Longview provided public comment.

Paige Esponenza of Longview provided public comment.

Gail Levitt of Longview provided public comment.

Michelle Pillbrick of Longview provided public comment.

George Brajcich of Longview provided public comment.

Jason (surname unknown) of Longview provided public comment.

John Dolberg of Longview provided public comment.

True Mie of Longview provided public comment.

Brad Whittaker of Longview provided public comment.

Samantha Thompson of Longview provided public comment.

Ted Sprague of Longview provided public comment.

Savan and Pamela Kon of Longview provided public comment.

Marnie Harris of Longview provided public comment.

Paul Young of Longview provided public comment.

Joanna Asplund of Longview provided public comment.

Niki Favela of Longview provided public comment.

Ariel Large of Longview provided public comment.

Rob Harris of Longview provided public comment.

A motion was made by Councilmember Boudreau, seconded by Councilmember Strobel, to adopt Ordinance 3457, set a public hearing for March 10, 2022 and direct the Planning Commission to review the uses permitted in the D-C Zone and recommend zoning amendments to ensure a vibrant mixture of for-profit uses including the sale of goods and services, entertainment and dining are present. Motion carried unanimously.

14. CONSENT CALENDAR

A motion was duly made and passed approving the items on the Consent Calendar as though acted on individually.

22-00015 APPROVAL OF CLAIMS

22-0001116 BID REVIEW – GOLF COURSE PUMP STATION REHABILITATION

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO ADVANCED EXCAVATING SPECIALISTS, LLC IN THE AMOUNT OF \$192,464.48

22-0007 BID REVIEW – 2021 MINT VALLEY RACQUET COMPLEX ROOF INSULATION

RECOMMENDED ACTION:
MOTION TO REJECT ALL BIDS

22-00017 REQUEST TO SET PUBLIC HEARING FOR JANUARY 27, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) REQUIRED BY HUD.

RECOMMENDED ACTION:
MOTION TO SET PUBLIC HEARING FOR JANUARY 27, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) REQUIRED BY HUD.

15. CITY MANAGER'S REPORT

City Manager Kurt Sacha provided a verbal report.

22-00012 LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024

RECOMMENDED ACTION:
MOTION TO APPROVE THE LONGVIEW POLICE GUILD COLLECTIVE BARGAINING AGREEMENT FOR 2022-2024

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Boudreau, to approve the Longview Police Guild Collective Bargaining Agreement for 2022-2024. The motion carried unanimously.

22-00013 PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE (PTA) EMPLOYEES 2022 SALARY AND BENEFITS

RECOMMENDED ACTION:
MOTION TO APPROVE RECOMMENDED PTA SALARY AND WAGES FOR 2022

A motion was made by Councilmember Kendall, seconded by Councilmember Strobel, to approve the recommended PTA salary and wages for 2022. The motion carried unanimously.

22-00014 LONGVIEW POLICE SUPPORT GUILD (LPSG) COLLECTIVE BARGAINING AGREEMENT 2022-2024

RECOMMENDED ACTION:
MOTION TO APPROVE THE LPSG 2022-2024 COLLECTIVE BARGAINING AGREEMENT
A motion was made by Councilmember Wean, seconded by Councilmember Kendall, to approve the Longview Police Support Guild 2022-2024 Collective Bargaining Agreement. The motion carried unanimously.

22-00032 PROFESSIONAL SERVICES AGREEMENT-HEARINGS EXAMINER

RECOMMENDED ACTION:
AUTHORIZE THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR HEARINGS EXAMINER WITH MR. BRENT BOGER

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Strobel, to authorize the City Manager to execute the Professional Services Agreement for Hearings Examiner with Mr. Brent Boger. The motion carried unanimously.

- 22-00039 IAFF 3375 COLLECTIVE BARGAINING AGREEMENT JANUARY 1, 2020-DECEMBER 31, 2022

RECOMMENDED ACTION:

MOTION TO APPROVE THE IAFF LOCAL 3375 COLLECTIVE BARGAINING AGREEMENT FOR 2020-2022

A motion was made by Councilmember Strobel, seconded by Mayor Pro Tem Wallin, to approve the IAFF Local 3375 Collective Bargaining Agreement for 2020-2022. The motion carried unanimously.

- 22-00040 PURCHASE AND SALE AGREEMENT OF LOTS 8, 9, 10 AND 11 IN THE MINT FARM INDUSTRIAL PARK

RECOMMENDED ACTION:

MOTION TO DIRECT THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT AND CLOSING DOCUMENTS FOR THE SALE OF MINT FARM INDUSTRIAL PARK LOTS 8, 9, 10 AND 11 TO DIVERT, INC.

Community and Economic Development Director Ann Rivers presented.

Keenan Harvey of Kelso provided public comment.

Ted Sprague of Longview provided public comment.

Diane Dick of Longview provided public comment.

George Brajcich of Longview provided public comment.

A motion was made by Mayor Pro Tem Wallin, seconded by Councilmember Boudreau, to direct the City Manager to execute a purchase and sale agreement and closing documents for the sale of Mint Farm Industrial Park Lots 8,9, 10 and 11 to Divert, Inc. The motion carried unanimously.

16. **MISCELLANEOUS**

17. **ADJOURNMENT**

The meeting was adjourned at 9:44 p.m.

*Kaylee Cody
City Clerk*

*Approved: _____
Mayor*

*** Any invocation that may be offered at the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council,**

and the Council does not endorse the religious beliefs or views of this, or any other speaker.

NEXT REGULAR COUNCIL MEETINGS:
THURSDAY, JANUARY 27, 2022- 7:00 P.M.
THURSDAY, FEBRUARY 10, 2022- 7:00 P.M.

NEXT COUNCIL WORKSHOPS:
TBD



City of Longview

Agenda Summary

REQUEST TO RESCHEDULE THE PUBLIC HEARING SET FOR JANUARY 27, 2022 TO FEBRUARY 24, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) REQUIRED BY HUD.

RECOMMENDED ACTION:

MOTION TO RESCHEDULE THE PUBLIC HEARING SET FOR JANUARY 27, 2022 TO FEBRUARY 24, 2022 FOR THE 2020 CONSOLIDATED ANNUAL PERFORMANCE REPORT (CAPER) REQUIRED BY HUD.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Address quality of place issues Continue effective financial management

CITY ATTORNEY REVIEW: N/A

SUMMARY STATEMENT:

As a requirement of receiving grants from HUD under the HOME and CDBG programs, the city must file an annual report known as the CAPER. The CAPER report is prepared and published for public comment each year prior to being adopted by the City Council. The purpose of the CAPER is to report on progress made toward meeting annual and 5 year goals identified in the Annual Action Plan and the 5 year Community Development Consolidated Plan. Reporting on the 2020 plan year was extended by HUD by one year due to COVID-19.

STAFF CONTACT:

Adam Trimble, Planning Manager

Attachments: None



City of Longview

Agenda Summary

RESOLUTION NO. 2393 GCB 3187 WSDOT EMERGENCY MUTUAL AID AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2393

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance Public Safety & Emergency Response

SUMMARY STATEMENT:

City of Longview is currently signatory to WSDOT's Mutual Aid Agreement GCB 3140.

WSDOT's Office of Emergency Management has rewritten their Mutual Aid Agreement and in doing so has separated Emergency Proclamation Mutual Aid (under 38.53 RCW) from Local Agency Mutual Aid (under 39.34 RCW), that are not by Emergency Proclamation. In addition, the replacement agreement now includes a cost recovery component. (Exhibit A)

The previous Agreement WSDOT's GCB 3140 has been superseded by GCB 3187 for Emergency Proclamation under (38.52 RCW) and GCB 3207 for Local Agency Requests (39.34 RCW)

The City Manager will need to sign each of these Agreements to be a participant in Mutual Aid.

FINANCIAL SUMMARY:

Unknown the exact financial ramifications will only be known when the agreement is activated.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Resolution No 2393 GCB 3187 - KH
2. GCB 3187 - KH

Resolution No. 2393

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL
AGREEMENT FOR PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE
(EMERGENCY PROCLAMATION) WITH THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

WHEREAS, mutual aid and assistance agreements for public works during declared emergencies are allowed between the Washington State Department of Transportation and local agencies under RCW 38.53; and

WHEREAS, the Washington State Department of Transportation previously provided for this mutual aid under agreement GCB 3140; and

WHEREAS, agreement GCB 3140 has been superseded by agreement GCB 3187 for Emergency Proclamation; and

WHEREAS, the City of Longview desires to remain a party to the mutual aid agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the interlocal agreement for public works emergency response assistance (emergency proclamation) with the Washington State Department of Transportation.

PASSED by the City Council of Longview, Washington, and approved by its Mayor the 27th day of January, 2022.

Mayor

ATTEST:

City Clerk

GCB 3187

(Emergency Proclamation) PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE MUTUAL AID AGREEMENT

This Agreement is between those Government Agencies (local, county, tribal or state), herein after "Agency" or "Agencies," that have executed the Agreement, as indicated by the signatures at the end of this document.

1. The purpose of this pre-disaster agreement between the Agencies is to provide for immediate assistance to protect life and property.
2. This Agreement is authorized under Washington State Chapter 38.52 RCW (Emergency Management),; which is activated only in the event of a proclamation of an emergency by the local, county, tribal and/or state government approving authority.
3. The parties to this Agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions.
4. Each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support.

NOW, THEREFORE, pursuant to Chapter 38.52 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof,:

It is Mutually agreed as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

The Requestor may make the Emergency Response Assistance (Work) request by contacting the Designated Primary Contact of a participating Agency, from the list of Office of Emergency Management (OEM) signatory Agencies, by phone or email.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.

- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, Agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.

- D. The Responding Agency shall submit a Mutual Aid Cost Recovery Submittal (Exhibit A) and itemized voucher of costs to the Designated Primary Contact of the Requesting Agency within sixty (60) days after completion of Work (RCW 38.52.080). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.

(Note: after execution of the Agreement the participating Agency Designated Representative will be provided the electronic fillable pdf of Exhibit A)

7. Indemnification

The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement.

- A. All privileges, immunities, rights, duties and benefits of officers and employees of the Responding Agency shall apply while those officers and employees are performing functions and duties on behalf of the Requesting Agency, unless otherwise provided by law. Employees of the Responding Agency remain employees of the Responding Agency while performing functions and duties on behalf of the Requesting Agency (RCW 38.52.080).
- B. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorney's fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses, which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.

8. Worker Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Washington Revised Code of Washington (RCW).

9. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Washington may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

B. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more Agencies and shall remain in effect as long as two or more Agencies are parties to this Agreement. Upon execution of this Agreement, the Agency shall send an original or a certified copy of the Agreement to the Washington State Department of Transportation, Office of Emergency Management (OEM). The OEM shall maintain a list of all signatory Agencies.

- 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
- 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

10. Non-Exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

11. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Emergency Response Assistance to be executed by duly authorized representatives as of the date of their signatures.

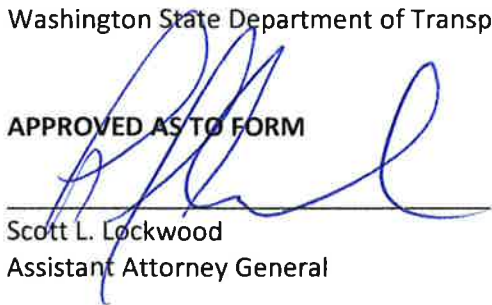
WASHINGTON STATE DEPARTMENT OF TRANSPORTATION



Pasco Bakotich III, P.E.
State Maintenance Engineer
Washington State Department of Transportation

8/19/19
Date

APPROVED AS TO FORM



Scott L. Lockwood
Assistant Attorney General

8/16/2019
Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Emergency Response Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

Jurisdiction

Authorized Representative

Date

Designated Primary Contact:

Office

Contact Name:

Phone Number:

Public Works

Ken Hash

360.442.5202

Email: ken.hash@ci.longview.wa.us

Emergency 24 Hour Phone Number: 360.562.2093

EXHIBT A - Mutual Aid Cost Recovery Submittal

Responder Work Order No.

Responding Designated Primary Contact	Phone	email	
Mailing Address			

Requesting Designated Primary Contact	Phone	email	
Mailing Address			

Project Title	
State Route, Street or Road	County(s)

Start Date	End Date
------------	----------

Invoice No.		Amount
Total Amount →		

Provide a brief description of Work and attach back up documents (include detailed description of work and actual cost).

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Requesting Agency		FED ID or Vendor Number	
Billing Address			
Phone	Fax	Email	

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City of Longview

Agenda Summary

RESOLUTION NO. 2394 GCB 3207 WSDOT EMERGENCY MUTUAL AID AGREEMENT

RECOMMENDED ACTION:

MOTION TO ADOPT RESOLUTION NO. 2394

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance Public Safety & Emergency Response

SUMMARY STATEMENT:

City of Longview is currently signatory to WSDOT's Mutual Aid Agreement GCB 3140.

WSDOT's Office of Emergency Management has rewritten their Mutual Aid Agreement and in doing so has separated Emergency Proclamation Mutual Aid (under 38.53 RCW) from Local Agency Mutual Aid (under 39.34 RCW), that are not by Emergency Proclamation. In addition, the replacement agreement now includes a cost recovery component. (Exhibit A)

The previous Agreement WSDOT's GCB 3140 has been superseded by GCB 3187 for Emergency Proclamation under (38.52 RCW) and GCB 3207 for Local Agency Requests (39.34 RCW)

The City Manager will need to sign each of these Agreements to be a participant in Mutual Aid.

FINANCIAL SUMMARY:

Unknown the exact financial ramifications will only be known when the agreement is activated.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments:

1. Resolution No 2394 GCB 3207 - KH
2. GCB 3207 -KH

Resolution No. 2394

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL
AGREEMENT FOR PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE (NO
EMERGENCY PROCLAMATION) WITH THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION

WHEREAS, mutual aid and assistance agreements for public works during non-emergencies are allowed between the Washington State Department of Transportation and local agencies under RCW 39.34; and

WHEREAS, the Washington State Department of Transportation previously provided for this mutual aid under agreement GCB 3140; and

WHEREAS, agreement GCB 3140 has been superseded by agreement GCB 3207 for Emergency Proclamation; and

WHEREAS, the City of Longview desires to remain a party to the mutual aid agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Longview as follows:

Section 1. The City Manager is authorized to execute the interlocal agreement for public works emergency response assistance (emergency proclamation) with the Washington State Department of Transportation.

PASSED by the City Council of Longview, Washington, and approved by its Mayor the 27th day of January, 2022.

Mayor

ATTEST:

City Clerk

GCB 3207
(Local Agency Emergency Event – NO PROCLAMATION)
PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE
MUTUAL AID AGREEMENT

This Agreement is between those Government Agencies (local, county, tribal or state), herein after "Agency" or "Agencies," that have executed the Agreement, as indicated by the signatures at the end of this document.

1. This Agreement is authorized by Washington State Chapter 39.34 RCW (Interlocal Agreement Act), which provides that any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity, or undertaking, which each public agency entering into the contract is authorized by law to perform.
2. The purpose of this pre-disaster agreement between the Agencies is to provide for immediate assistance to protect life and property by facilitating the cooperation between Agencies to assist in a disaster in the absence of a "Proclamation of Emergency" as that term is defined in Chapter 38.52 RCW.
3. A separate agreement, GCB 3187 (Emergency Proclamation) PUBLIC WORKS EMERGENCY RESPONSE ASSISTANCE MUTUAL AID AGREEMENT, has been prepared to address those events where a Proclamation of Emergency has been declared invoking the broader statutory emergency powers provided to agencies in Chapter 38.52 RCW.
4. The parties to this Agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, and related systems during routine and emergency conditions.
5. Each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, and related systems and other support.

NOW, THEREFORE pursuant to Chapter 39.34 RCW and in consideration of the terms, conditions, and performances contained herein, the recitals as stated above, and the attached Exhibits which are incorporated and made a part hereof,

It is Mutually Agreed as Follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

The Requestor may make the Emergency Response Assistance (Work) request by contacting the Designated Primary Contact of a participating agency, from the signatory Agencies list maintained by the WSDOT Office of Emergency Management (OEM), by phone or email.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, Agencies funded with road funds are limited to providing services for road activities; sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. The Responding Agency shall submit a Mutual Aid Cost Recovery Submittal (Exhibit A) and itemized voucher of costs to the Designated Primary Contact of the Requesting Agency within sixty (60) days after completion of Work). Unless otherwise agreed, the Responding Agency shall receive reimbursement within ninety (90) days after the voucher submittal date.

(Note: after execution of the Agreement the participating agency Designated Representative will be provided the electronic fillable pdf of Exhibit A)

7. Indemnification

The Responding Agency shall have no responsibilities or incur any liabilities because it does not provide resources and/or services to any other party to this Agreement.

- A. To the extent permitted by law, the Requesting Agency shall protect, defend, hold harmless and indemnify all other Responding signatory Agencies, and their officers and employees from any and all claims, suits, costs, damages of any nature, or causes of action, including the cost of defense and attorney's fees, by reason of the acts or omissions, whether negligent, willful, or reckless, of its own officers, employees, agency or any other person arising out of or in connection with any acts or activities authorized by this Agreement, and will pay all judgments, if any, rendered. This obligation shall not include such claims, costs, damages or other expenses which may be caused by the sole negligence of the Responding Agencies or their authorized agents or employees.

8. Worker Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Washington Revised Code of Washington (RCW).

9. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Washington may enter into this Agreement and that all parties who execute this Agreement will be considered to be equal parties to the Agreement.

The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. Authorization and approval of this Agreement shall be in a manner consistent with the Agency's current procedures. This Agreement shall be effective upon approval by two or more Agencies and shall remain in effect as long as two or more Agencies are parties to this Agreement. Upon execution of this Agreement, the Agency shall send an original or a certified copy of the Agreement to the Washington State Department of Transportation, Office of Emergency Management (OEM). The OEM shall maintain a list of all signatory Agencies.

- 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
- 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

10. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under this Agreement.

11. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Emergency Response Assistance to be executed by duly authorized representatives as of the date of their signatures.

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

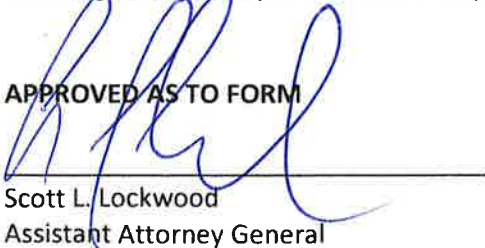


Pasco Bakotich III, P.E.
State Maintenance Engineer
Washington State Department of Transportation

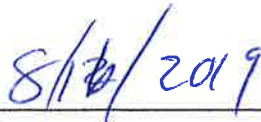


Date

APPROVED AS TO FORM



Scott L. Lockwood
Assistant Attorney General



Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Emergency Response Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

Jurisdiction

Authorized Representative

Date

Designated Primary Contact:

Office

Contact Name:

Phone Number:

Public Works

Ken Hash

360.442.5202

Email: ken.hash@ci.longview.wa.us

Emergency 24 Hour Phone Number: 360.562.2093

EXHIBT A - Mutual Aid Cost Recovery Submittal



City of Longview

Agenda Summary

APPROVAL OF CLAIMS

Based upon the authentication and certification of claims and demands against the city, prepared and signed by the City's auditing officer, and in full reliance thereon, it is moved and seconded as shown in the minutes of this meeting that the following vouchers/warrants are approved for payment:

FIRST HALF JANUARY 2022 ACCOUNTS PAYABLE: \$3,020,868.79

FIRST HALF JANUARY 2022 PAYROLL:

\$4,972.86, checks no. 1185-1193

\$852,665.65, direct deposits

\$578,205.64, wire transfers

\$1,435,844.15 Total

STAFF CONTACT:

Kaylee Cody, City Clerk

John Baldwin, Accountant

Dana Beck, Payroll Specialist

Attachments: None



City of Longview

Agenda Summary

BID REVIEW- MINT FARM REGIONAL WATER TREATMENT PLANT MANWAY HATCH AND ELBOW REPLACEMENT

RECOMMENDED ACTION:

MOTION TO ACCEPT THE LOW BID AND AWARD TO J.H. KELLY, LLC, IN THE AMOUNT OF \$381,976.27

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Provide sustainable water quality & environmental infrastructure

SUMMARY STATEMENT:

This project calls for replacing manway hatches on the pressure filters and pipe elbow replacement at the Mint Farm Regional Water Treatment Plant.

On January 20, 2022, one bid was received as follows:

\$381,976.27 – J.H. Kelly, LLC, Longview, WA

\$375,000.00 - Engineer's Estimate

The bid received was determined to be regular and responsive.

FINANCIAL SUMMARY:

This project is funded through the Filter Construction Fund.

STAFF CONTACT:

Karl Enyeart, Project Engineer

Attachments: None



City of Longview

Agenda Summary

SET PUBLIC HEARING- AMENDMENT TO THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (TIP) 2022-2027 AND RIVERCITIES TRANSIT PROGRAM OF PROJECTS (POP)

RECOMMENDED ACTION:

MOTION TO SET THE CITY COUNCIL MEETING ON FEBRUARY 24, 2022, AS THE DATE AND TIME FOR A PUBLIC HEARING TO AMEND THE 2022-2027 SIX-YEAR TIP/POP

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Improve streets and roads
Improve transportation systems.

SUMMARY STATEMENT:

State law requires that each city amend its Six-Year Transportation Improvement Program (TIP) and RiverCities Transit Program of Projects (POP) as new projects are identified and file a copy of the amended program with the Secretary of Transportation. In order to obtain federal funding, a project must appear on the TIP/POP. After adoption, the TIP/POP can be subsequently amended to include new projects and funding sources. The 2022-2027 Six-Year TIP/POP was approved by Council on June 24, 2021 by Resolution #2367; however, additional projects need to be added to the TIP/POP.

Copies of the draft TIP/POP amendment will be distributed to the city council at least one week prior to the public hearing.

RECOMMENDED ACTION:

Motion to set the City Council Meeting on February 24, 2022 as the date and time for a public hearing to amend the 2022-2027 Six-Year TIP/POP.

STAFF CONTACT:

Ken Hash, Public Works Director

Attachments: None



City of Longview

Agenda Summary

DECLARATION OF COOPERATION-SPIRIT LAKE-TOUTLE/COWLITZ RIVER SYSTEM COLLABORATIVE

RECOMMENDED ACTION:

MOTION TO AUTHORIZE THE MAYOR TO SIGN THE DECLARATION OF COOPERATION: SPIRIT LAKE-TOUTLE/COWLITZ RIVER SYSTEM COLLABORATIVE ON BEHALF OF THE CITY OF LONGVIEW.

COUNCIL STRATEGIC INITIATIVE ADDRESSED:

Enhance public safety & emergency response

CITY ATTORNEY REVIEW: REQUIRED

SUMMARY STATEMENT:

The Spirit Lake-Toutle/Cowlitz River Collaborative (SLTCRC) is an outcome of a recommendation by the 2018 National Academies of Science, Engineering and Medicine (NASEM) report to create a system-level entity or consortium of agencies to lead a collaborative multi-agency, multi-jurisdictional effort that can plan, program, create incentives, to implement management solutions focused on the entire Spirit Lake and Toutle River System.

The SLTCRC is in Southwestern Washington and geographically will focus on the Spirit Lake and Toutle and Cowlitz River Drainages, including where the Cowlitz meets and impacts the Columbia River. The system is complex, with multiple local, state, Tribal and federal entities managing various parts of the system toward different goals.

One established, the SLTCRC can provide a forum to:

- develop and pursue an aspirational vision for the whole system
- work together on items that contribute to long-term management of the system and the safety and economic well-being of downstream communities.
- create a communication venue to exchange information, enhance understanding of the system complexities and engage interested parties
- raise awareness of those interested or affected by sediment management in the system
- respond to requests from the U.S. Federal delegation, Washington State Legislature, and the Washington Governor on issues relating to managing this complex system

Some coordinating mechanism is needed among responsible agencies to identify management strategies that allow agencies to effectively carry out their respective missions and to engage with the concerns of other interested and affected parties in the region. Without some sort of long-term external influence to encourage and compel the needed coordination, individual agencies may not be able to manage the system in a coordinated manner.

RECOMMENDED ACTION:

Motion to authorize the Mayor to sign the Declaration of Cooperation: Spirit Lake-Toutle/Cowlitz River System Collaborative on behalf of the City of Longview.

STAFF CONTACT:

Chris Smith, Human Resources Director

Attachments:

1. Final Draft Declaration of Cooperation_12-09-21 changes accepted no watermark

DECLARATION OF COOPERATION
Spirit Lake-Toutle/Cowlitz River System Collaborative
Final for Signing
December 2021

Overview

The Spirit Lake, Toutle/Cowlitz River Collaborative (SLTCRC) is an outcome of a recommendation by the [2018 National Academies of Science, Engineering and Medicine \(NASEM\) report](#) to create "a system-level entity or consortium of agencies to lead a collaborative multi-agency, multi-jurisdictional effort that can plan, program, create incentives, [and identify funding needs, and as appropriate, advance or seek funding¹ to support those needs] to implement management solutions² focused on the entire Spirit Lake and Toutle River system."

The NASEM report was commissioned by the U.S. Forest Service (USFS) after the U.S. Congressional delegation requested the USFS, U.S. Geological Survey (USGS), and U.S. Army Corps of Engineers (USACE) generate long-term Spirit Lake level management solutions. The NASEM further recommended agencies and entities with management responsibilities "engage in system-wide thinking when making decision about management objectives, approaches, and alternatives for the Spirit Lake and Toutle River system." The purpose of this declaration of cooperation (DoC) is to bring State, Federal, Tribal, and Local Governments together to share information and identify opportunities to address sediment management and risks associated with catastrophic flood risk in the Spirit Lake and Toutle/Cowlitz River system.

The SLTCRC is in Southwestern Washington and geographically will focus on the Spirit Lake and Toutle and Cowlitz River Drainages, including where the Cowlitz meets and impacts the Columbia River. The system is complex, with multiple local, state, Tribal, and federal entities managing various parts of the system toward different goals.

Paraphrasing the NASEM Report, two types of long-term and system-wide risks need to be considered in the Spirit Lake and Toutle River region:

- Risks associated with chronic flooding along the Toutle and Cowlitz Rivers, which cause social and economic disruption in populated and commercial areas and are mostly the result of channel infill from the movement of sediment out of the Toutle River and into the Cowlitz River.
- The potential for life loss and community destruction caused by catastrophic flooding and mudflows into populated areas along the Toutle River and the Lower Cowlitz River.

¹ The brackets indicate paraphrasing of the NASEM wording regarding seeking funding; all mentions of seeking funding herein, acknowledge federal government agencies are not allowed to lobby, fundraise, or advocate for positions or policies.

² Similarly, all mentions of implementing management solutions in this document recognize that individual agencies will act under their legal authorities, constraints, and mandates.

Problem Statement & Objectives

The NASEM report based its recommendation regarding establishment of a system collaborative on the finding that:

“Some coordinating mechanism is needed among responsible agencies to identify management strategies that allow agencies to effectively carry out their respective missions and to engage with the concerns of other interested and affected parties in the region. Without some sort of long-term external influence to encourage and compel the needed coordination, individual agencies may not be able to manage the system in a coordinated manner.”

Once established, the SLTCRC can provide a forum to:

- develop and pursue an aspirational vision for the whole system
- work together on items that contribute to long-term management of the system and safety and economic well-being of downstream communities
- create a communication venue to exchange information, enhance understanding of system complexities and engage interested parties
- raise awareness of those interested or affected by sediment management in the system
- respond to requests from the U.S. Federal delegation, Washington State Legislature, and the Washington Governor on issues related to managing this complex system

Spirit Lake-Toutle/Cowlitz River System Collaborative Team Commitments

The commitments represented below form a public statement of intent to participate in the collaborative to cooperate on addressing sediment management and catastrophic flood risks in the Spirit Lake and Toutle/Cowlitz River system. Members commit to ongoing communication and collaboration, the exchange of information and planning efforts, identifying collective opportunities, and updating and responding to the U.S. Federal delegation, Washington State Legislature, and Governor.

Members acknowledge the best solutions depend upon cooperation by all entities at the table. Accordingly, they recognize each party has a unique perspective and contribution to make, and interests that need to be considered for the group's success. Identified interests to date, unranked, include:

- human health and safety via sediment management
- tribal historical, natural, and cultural resources
- flood risk management
- ecological restoration and fish and wildlife recovery
- economic development and thriving resilient communities
- recreation opportunities
- research integrity and educational opportunities

Actions associated with these interests will follow each agency's authorities and mandates. The SLTCRC will provide information for consideration by county, state, or federal agencies. The SLTCRC will not make or advise on decisions for those agencies.

The table below outlines the roles and responsibilities of the SLTCRC.

The undersigned State, Federal, Tribal, and Local Governments will:

- develop ground rules and operating protocols for working together
- identify communication methods to engage interested and affected parties
- identify opportunities and mechanisms to establish the collaborative long-term
- within each agency or organization’s regulations, identify actions that consider the entire Spirit Lake and Toutle River system
- distinguish individual projects and decision-making processes from the system-level needs and collaborative role/s

The Cowlitz-Wahkiakum Council of Governments (CWCOG) will serve as the administrative coordination entity, with their Executive Director as contact person. Any signatory to this Declaration can withdraw from the SLTCRC by notifying the CWCOG in a written statement that includes the rationale for withdrawing.

Roles and Responsibilities

State, Federal, Tribal, and Local Governments	• Signatory to the DoC • Engage, respect, and learn from each other • Participate in good faith in the formation and ongoing function of the collaborative • Abide by shared ground-rules and operating protocols • Individual agencies act under their own authorities and mandates • Participate in subcommittees formed by the collaborative as appropriate • Provide technical information and contribute expertise as appropriate • Bring issues of concern from each entity to the attention of the collaborative • Identify agency and organization planning timelines to facilitate opportunities to meet or advance shared objectives • Share information on projects, plans, policies, and funding opportunities as appropriate • Provide public outreach and education on issues of importance to the collaborative • Assist with meetings, e.g., present information, provide representatives for policy and/or technical issues, potentially host meetings, or lead tours
Agency and Sovereign Government Membership: U.S. Army Corp of Engineers, U.S. Forest Service, NOAA Fisheries, Cowlitz Indian Tribe, Confederated Tribes and Bands of the Yakama Nation, U.S. Federal Emergency Management Administration, US Geological Survey State Government Membership: WA Department of Ecology, WA Department of Fish and Wildlife, WA Department of Natural Resources Local Government and Special Purpose Districts Membership: City of Kelso, City of Castle Rock, City of Longview, Cowlitz County, Cowlitz PUD, Port of Longview, Cowlitz Conservation	

District, Consolidated Diking Improvement District #1, Cowlitz-Wahkiakum Council of Governments, Lower Columbia Fish Recovery Board

This Declaration of Cooperation, while not a binding legal contract, is evidence to and a statement of the good faith and commitment of the undersigned parties to create common understanding and identify opportunities to reduce risks while addressing multiple functions and benefits in the system.

WA Dept of Ecology, SW Regional Director

WA Dept of Natural Resources, Regional Manager (?)

Cowlitz Indian Tribe
Natural Resources Director

Confederated Tribes & Bands of the Yakama Nation
Natural Resources Director

U.S. Forest Service, Forest Supervisor
Gifford Pinchot National Forest

WA Dept. of Fish and Wildlife (WDFW)
Southwest Washington Regional Director

NOAA Fisheries, Assistant Regional
Administrator, Oregon Washington Coastal Office

U.S. Army Corps of Engineers, Deputy
District Engineer

U.S. Geological Survey
Volcano Science Center Director

U.S. Federal Emergency Management
Administration, Mitigation Program Director

Lower Columbia Fish Recovery Board
Director

Cowlitz-Wahkiakum Council of
Governments, Director

City of Kelso, Mayor

City of Castle Rock, Mayor

City of Longview, Mayor

Port of Longview, Commission Chair

Cowlitz Conservation District, Director

Consolidated Diking Improvement District #1, Chair

Cowlitz County, Commission Chair

Cowlitz County PUD, Director of Regulatory
and Regional Affairs