

CHEHALIS CITY COUNCIL AGENDA
 CITY HALL
 350 N MARKET BLVD | CHEHALIS, WA 98532

Dennis L. Dawes, Position at Large
 Mayor

Terry F. Harris, District 1, Mayor Pro Tem
 Daryl J. Lund, District 2
 Dr. Isaac S. Pope, District 4

Anthony E. Ketchum Sr., District 3
 Chad E. Taylor, Position at Large
 Robert J. Spahr, Position at Large

Special Training Session of Monday, June 10, 2019
4:00 p.m.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
TRAINING SESSION		
1. <u>Public Records Act Training for Elected Officials.</u> (Morgan Damerow, Assistant Attorney General and Kathy Bodnar, Assistant Director of Public Records & Constituent Services, State Attorney General's Office)		1

Regular Meeting of Monday, June 10, 2019
5:00 p.m.

- | |
|---|
| <ol style="list-style-type: none"> 1. <u>Call to Order.</u> (Mayor) 2. <u>Pledge of Allegiance.</u> (Mayor) |
|---|

- | PROCLAMATIONS / PRESENTATIONS |
|--|
| 3. <u>Recognition of Chehalis Water Department.</u> (Mayor) |
| 4. <u>Recognition of Rick Sahlin, Public Works Director.</u> (Mayor) |

CITIZENS BUSINESS
<p>This is an opportunity for members of the audience to address the council on matters not listed elsewhere on the agenda. Speaker identification forms are available at the door and may be given to the city clerk prior to the beginning of the meeting.</p>

CONSENT CALENDAR

	ADMINISTRATION RECOMMENDATION	PAGE
5. <u>Minutes of the Regular City Council Meeting of May 13, 2019.</u> (City Clerk)	APPROVE	2
6. <u>Vouchers and Transfers – Accounts Payable.</u> (City Manager, Finance Director)	APPROVE	6
7. <u>Vouchers and Transfers – Payroll.</u> (City Manager, Finance Director)	APPROVE	10
8. <u>Discontinuance of Interlocal Agreement with City of Vader for Fire Investigation Services.</u> (City Manager, Fire Chief)	APPROVE	11
9. <u>Discontinuance of Interlocal Agreement with City of Winlock for Fire Investigation Services.</u> (City Manager, Fire Chief)	APPROVE	14
10. <u>Lewis/Grays Harbor Ambulance Service Consortium Interlocal Agreement.</u> (City Manager, Fire Chief)	APPROVE	17
11. <u>Lewis/Grays Harbor County Ambulance Service Consortium Ambulance Transport Services Contract.</u> (City Manager, Fire Chief)	APPROVE	23
12. <u>Set June 24, 2019 at 5:00 pm to Conduct a Public Hearing on the City's Water Use Efficiency Plan.</u> (City Manager, Public Works Director, Water Superintendent)	APPROVE	49
13. <u>Award Bid to Anderson Poolworks for the Shaw Aquatics Center Pool Resurfacing Project in the Amount of \$285,215.20.</u> (City Manager, Community Development Manager, Parks & Facilities Manager)	APPROVE	51
14. <u>Award Engineering Services Agreement to Skillings Connolly for the Kresky Avenue Resurfacing Project in the Amount of \$66,000.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	APPROVE	72
15. <u>Resolution No. 8-2019, First and Final Reading - Set Date and Time of July 22, 2019 at 5:00 pm for a Public Hearing on Petition to Vacate a Portion of NW North Street.</u> (City Manager, Community Development Director, Planning & Building Manager)	ADOPT	80
16. <u>Professional Services Agreement with Dr. Peter McCahill to Provide Lewis County Medical Program Director Services.</u> (City Manager, Fire Chief)	APPROVE	89
17. <u>Appoint City Manager Jill Anderson as the City's Voting Delegate to the 2019 AWC Annual Business Meeting.</u> (City Manager)	APPROVE	96

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
NEW BUSINESS		
18. <u>Ordinance No. 998-B, First Reading – Granting a Non-exclusive Franchise to Puget Sound Energy.</u> (City Manager, Public Works Director, Community Development Director, City Clerk)	PASS	98
19. <u>Resolution No. 6-2019, First and Final Reading – Adopting the 2020-2025 Six-Year Transportation Improvement Program.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	ADOPT	118
20. <u>Resolution No. 7-2019, First and Final Reading – Accepting Federal STP (US) Grant for NE Kresky Avenue Repaving Project.</u> (City Manager, Public Works Director, Street/Storm Superintendent)	ADOPT	122
21. <u>Urban Growth Area Expansion Request from Raindrop Properties.</u> (City Manager, Community Development Director, Planning & Building Manager)	CONTINUE RPOCESS	130

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
ADMINISTRATION AND CITY COUNCIL REPORTS		
22. <u>Administration Reports.</u> a. City Manager Update. (City Manager)	INFORMATION ONLY	- - -
23. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	- - -

EXECUTIVE SESSION
24. Pursuant to RCW: 42.30.110(1)(g) – Review Performance of a Public Employee.

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, JUNE 24, 2019.**

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council
FROM: Jill Anderson, City Manager
BY: Caryn Foley, City Clerk
MEETING OF: June 10, 2019
SUBJECT: Public Records Act Training for Elected Officials

ISSUE

Training on the Public Records Act (PRA) is required by state law every four years.

DISCUSSION

On April 30, 33 members of the staff attended a PRA training session. Training can be completed by watching a video, but because public records requests are becoming more frequent and some can be complicated, the administration took advantage of free services available through the State Attorney General's Office. Morgan Damerow, Assistant Attorney General, and Kathy Bodnar, Assistant Director of Public Records & Constituent Services presented a general overview of the PRA, searching criteria, and the use and responsibilities of personal devices.

Elected officials are also required to have training, so we have scheduled Mr. Damerow and Ms. Bodnar to provide training specifically designed for elected officials as an option to watching a video. Council members attendance at this session will meet the requirement to participate in training every four years.

FISCAL IMPACT

None.

RECOMMENDATION

No recommendation required.

SUGGESTED MOTION

No recommendation required.

May 13, 2019

The Chehalis city council met in regular session on Monday, May 13, 2019, in the Chehalis city hall. Mayor Dennis Dawes called the meeting to order at 5:00 pm with the following council members present: Terry Harris, Tony Ketchum, Daryl Lund, Dr. Isaac Pope, Bob Spahr, and Chad Taylor. Staff present included: Jill Anderson, City Manager; Ken Cardinale, Fire Chief; Caryn Foley, City Clerk; Bill Hillier, City Attorney; Hillary Hoke, Planning & Building Manager; Trent Loughheed, Community Development Director; Brandon Rakes, Airport Operations Coordinator; Rick Sahlin, Public Works Director; Chun Saul, Finance Director; Glenn Schaffer, Police Chief; Judy Schave, HR/Risk Manager; Don Schmitt, Street/Stormwater Superintendent; Dave Vasilauskas, Water Superintendent; Lilly Wall, Recreation Manager, and Patrick Wiltzius, Wastewater Superintendent. Members of the news media included Will Rubin of *The Chronicle*.

1. **Public Hearing – 2020-2025 Six-Year Transportation Improvement Program (TIP).** Mayor Dawes recessed the regular meeting and opened the public hearing at 5:00 pm.

Don Schmitt stated that over the last few years there had been added significance to these presentations now that there are funds from the Transportation Benefit District. He provided an overview of projects in design and/or construction this year under the current TIP, along with proposed projects under the 2020-2025 TIP to be completed in 2020 and 2021.

Mayor Dawes asked what happened to moving the entrance/exit on Louisiana Avenue at the Twin City Town Center. City Manager Anderson stated the property owner was trying to facilitate a lease for property at the southern end of the Town Center to make that project happen.

Mr. Schmitt stated new weight restriction postings for the Chamber Way bridge over the railroad tracks were up. Cost estimates for the replacement of the bridge were \$34 million for a four-lane bridge and \$20 million for a two-lane bridge. He noted the maximum grant funds available were \$12 million. He noted that Transportation Improvement Board funding included urban arterial and arterial preservation funds, both of which have a 10% local match requirement. Mr. Schmitt stated that as of April 30, 2019 the current TDB Fund balance was just over \$1.45 million. Estimated revenue for the remainder of 2019 and all of 2020, along with estimated costs (engineering/ construction/local matches), the estimated 2020 ending fund balance would be just a little more than \$58,000. He noted the estimates did not include the cost of any local matches for the Chamber Way bridge or Market Boulevard project.

Councilor Harris noted that signage should go up with every project to let people know what TBD dollars are being used for.

Mayor Dawes state Market Boulevard wasn't scheduled to get anything done until 2024. Unless maintenance was done, he did not think the road would make it that long. He stated several sections were not acceptable.

Mayor Dawes called for public comment on the proposed 2020-2025 Six-Year TIP. There being no public comment, the public hearing was closed at 5:21 pm and the regular meeting was reopened.

Councilor Spahr moved to direct the administration to prepare a resolution for consideration at the June 10 City Council meeting to adopt the 2020-2025 Six-Year Transportation Improvement Program. The motion was seconded by Councilor Pope and carried unanimously.

2. **Well City Award Recognition.** Mayor Dawes recognized and presented certificates to the city's Wellness Committee members, including Judy Schave, Julie Hampson, Brandon Rakes, Samantha Thayer, Lloyd Gruginiski, and Tracey Cox. He stated the award provides a two percent reduction in the city's health insurance premiums. Judy Schave stated the program is to promote a healthy lifestyle. Upcoming programs include food baskets from the Community Farmers Market, an employee interest survey, Leap the Levee 5K fun run/walk on June 15, the Centralia to Chehalis Bike Ride on July 20, and an employee picnic this summer.

3. **Proclamation – Police Week.** Mayor Dawes read and presented a proclamation to Chief Schaffer in recognition of Police Week – May 12-18. He thought it was important to support law enforcement officers every day of the year for the difficult job they do. Chief Schaffer asked everyone to remember the Rick Silva family as June 18 approaches, which marks four years since Officer Silva passed.

4. **2019 Discover Lewis County Farm Bureau Farm Guide.** Commissioner Edna Fund distributed the 2019 Farm Bureau Farm Guide, which includes several places to eat fresh, local food.

May 13, 2019

5. **Consent Calendar.** Councilor Spahr moved to approve the consent calendar comprised of the following:

- a. Minutes of the regular meeting of April 22, 2019;
- b. April 30, 2019 Claim Vouchers No. 125664-125787 in the amount of \$260,145.35;
- c. April 30, 2019, Payroll Vouchers No. 40796-40830, Direct Deposit Payroll Vouchers No. 10669-10773, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 234-238 in the amount of \$800,945.29;
- d. Award bid for construction of Riverside Force Main Replacement Project to C&R Tractor and Landscaping in the amount of \$633,785.60;
- e. Amendment No. 1 to the engineering services agreement with Gibbs & Olson for the Riverside Force Main Replacement Project for construction management services in the amount of \$82,500;
- f. Engineering services agreement with SCJ Alliance for design of a new high-level water reservoir pump station in an amount not to exceed \$182,100.80;
- g. Change Order #4 in the amount of \$19,195.68 for the National Avenue Slide Restoration Project;
- h. Consider cancelation of May 27, 2019 City Council meeting; and
- i. Refund of right-of-way occupancy permit fees for temporary uses.

The motion was seconded by Councilor Taylor.

Councilor Spahr pointed out that some of the costs associated with the change order for the National Avenue road project were due to damage. He stated there were photos of some of the damage being done and asked if there was any way to track those individuals down and go after their insurance. Chief Schaffer stated he didn't know if they could go after their insurance, but he would certainly take a look at the photos.

Councilor Harris asked how long the roadway would be shut down to install the curbing on National Avenue. Don Schmitt estimated one to two work days.

Councilor Harris stated the bid for the Riverside Force Main project was significantly less than the other bids. Patrick Wiltzius stated the bid was reviewed by Gibbs & Olson and after checking references, they recommended awarding the bid, which was also reviewed by the city attorney's office. Mr. Wiltzius noted staff was also comfortable with all of the subcontractors to be used on the project.

Councilor Spahr stated the Riverside Force Main project would replace a 10-inch line with a 14-inch line and asked how much capacity that would provide for the future. Mr. Wiltzius stated he didn't have the exact capacity information in front of him, but noted it was evaluated as part of the project and was sufficient for current conditions.

The motion carried unanimously.

6. **Interlocal Agreement with Lewis County Fire District 6 for Extended Use of Fire Station Facilities.** City Manager Anderson stated the city's fire personnel and equipment were relocated to the District's facility last August due to asbestos being uncovered at the city's fire station. The stay was thought to be temporary; however, structural issues were found, and it was decided not to move the city's fire personnel back into the building. City staff have been working with District 6 on a long-term contract. In tracking the costs associated with having the city's fire personnel at District 6, the District found that the current rate of \$1,400 per month was not sufficient long-term. The proposed agreement provided for a monthly rental amount of \$3,000 retroactive to January 2019. The city would have 60-days' notice to terminate the agreement, and it provided appropriate indemnifications. City Manager Anderson stated the agreement was reviewed by the city attorney, city staff, and WCIA.

Councilor Harris moved to approve the Station Use Interlocal Agreement with LCFD #6 and authorize the City Manager to execute the agreement. The motion was seconded by Councilor Pope and carried unanimously.

May 13, 2019

7. Police Department Records Technician, Evidence, and Parking Enforcement Positions. Chief Schaffer reviewed the civilian positions in the department, which included two records technicians at a 15A on the pay scale; one evidence/parking enforcement officer at a 16A; one administrative assistant at 17A; and one community services officer at an 18A. The workload and responsibilities of the records technicians have increased, and the job is nothing like it was 10 to 15 years ago. Chief Schaffer stated that over the last 10 years, several tasks performed by the records technicians were identified as having a moderate to significant increase in responsibility and time, specifically the National Incident Based Reporting System, concealed pistol license and pistol transfers, file purging, press releases, and public records requests. Additional responsibilities and new mandates include use of a statewide computer system called ACCESS. One records technician is in charge of training, rule adherence, security, audits, and user certification for ACCESS. The other records technician is in charge of SPILLMAN, which requires administrative authority, training, and meetings. In addition, the records technicians receive all phone calls and provide front counter services. Chief Schaffer stated that effective July 1, 2019, new state mandates take effect with how firearms are sold and purchased, and it is anticipated that these new mandates will increase this task substantially.

Councilor Pope asked if the city charged a fee for background investigations. Chief Schaffer stated the department only charges for finger-printing. He stated he would check to see if the city could statutorily charge a fee.

Chief Schaffer stated the current evidence custodian/parking enforcement officer position was currently vacant, which opened an opportunity with the additional tasks the records technicians have to complete. He requested raising the salary of the records technician position from 15A to 17A.

City Manager Anderson added the nature of the work that's been done over the last decade has changed from a clerical nature to administrative work that requires analysis and decision making that complies with state law.

Councilor Taylor stated it seemed that several positions throughout the city start out as one thing and a lot more work is added over the years. City Manager Anderson believed that had happened, particularly with the "clerical positions." There are very few positions in today's work place that don't require the ability to work independently. In addition to the records techs, the court staff and city clerk are daily faced with meeting deadlines established by the state, and that require the ability to analyze data and state law and apply that independently. Those positions have traditionally been low paid because they used to be considered "clerical" and not necessarily important. One reason this item was being brought to the council now was because of the opening of the parking enforcement officer position. Typically, these requests happen through collective bargaining or through the budget process.

Mayor Dawes stated there were a lot more burdens placed on local governments by the state with no money.

Chief Schaffer stated the second proposal was to create an evidence/records technician position at a 16A. The current evidence/parking position would be eliminated. The final proposal was to create a part-time parking enforcement officer at a 15A. Chief Schaffer stated parking complaints, abandoned vehicles, and other issues outside the downtown core area have been shifted to the community services officer. The approximate annual fiscal impacts of the proposal were:

- Records technician position salary increase for two employees – \$9,200
- Part-time parking enforcement officer – \$26,530, including benefits
- Evidence/Records position – no new financial impact.

Councilor Taylor moved to approve a salary increase for the Police Records Technician position from a 15A to a 17A; the elimination of the Parking/Evidence Technician position; the creation of Records Assistant/Evidence Technician at a 16A; and the creation of a part-time Downtown Parking Enforcement Officer at a 15A. The motion was seconded by Councilor Lund and carried unanimously.

Mayor Dawes requested that Chief Schaffer be prepared to talk about parking fees during preparation of the 2020 budget.

8. Administration Reports.

a. **Recreation Park Project Update.** Lilly Wall stated staff received confirmation that the project received two state grants and one federal grant totaling \$1,350,000, along with a \$250,000 capital request endorsed by Rep. DeBolt. She stated

May 13, 2019

the city was fortunate to have the support of Rep. DeBolt and Sen. Braun representing the 20th District. Staff was working with the Recreation Conservation Office who was reviewing various construction elements of the project. She believed construction would begin in August as scheduled. Fundraising for the community portion has begun. The project was the recipient of the Lewis County Rotary Auction, and a fence-penny fundraising campaign was underway. "Pennies" can be purchased for \$100. Chehalis Foundation members are currently visiting local service clubs. This Sunday, May 19, the time capsule reveal will begin at noon. Ms. Wall thanked the council for their support of the project.

b. **City Manager Update.** City Manager Anderson recognized Lilly Wall and Tracey Cox for their work on the Rotary auction, and Rotary for selecting the Recreation Park project for the auction.

9. **Councilor Reports/Committee Updates.**

a. Councilor Harris stated Connie Bode attended the last CCRT meeting and also recognized Lilly Wall, specifically for her grant presentations to the Legislature about the Recreation Park project.

c. Mayor Dawes attended a mayors' meeting where dispatch issues were discussed, and the Rotary auction. Mayor Dawes stated a bill that he worked on with Senator Braun regarding the Firemen's Pension Fund was passed during the legislative session. The city collects 22.5 cents per 1,000 to fund pre-LEOFF firefighters. After 1970, the LEOFF I retirement system was created and retirees under this plan (both police and fire) have a benefit where medical costs are covered for life, but there was no funding mechanism for those benefits like there was for the pre-LEOFF firefighters. He worked with Senator Braun to continue the collection of the 22.5 cents once there are no longer any pre-LEOFF retirees, which funds would be dedicated to the use of LEOFF I responsibilities until there are no longer any LEOFF I responsibilities. After that time, anything left in the fund could be used for any other city purpose. He stated the bill was signed by the Governor last week.

10. **Executive Session.** Mayor Dawes announced the council would take a short recess and then be in executive session pursuant to RCW 42.30.140(4)(b) – Collective Bargaining; RCW 42.30.110(1)(b) – Selection of Site or Acquisition of Real Estate; and RCW 42.30.110(1)(g) – Review Performance of a Public Employee, not to exceed 7:10 pm and there would be no decision following conclusion of the executive session. Mayor Dawes closed the regular meeting at 6:21 pm. The executive session began at 6:23 pm. At 7:10 pm, Mayor Dawes announced the executive session would continue until 7:20 pm. At 7:20 pm, Mayor Dawes announced the executive session would continue until 7:30 pm. Following conclusion of the executive session, the regular meeting was reopened and immediately adjourned at 7:30 pm.

Dennis L. Dawes, Mayor

Caryn Foley, City Clerk

Approved:
Initials: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Michelle White, Accounting Tech II

MEETING OF: June 10, 2019

SUBJECT: Vouchers and Transfers

ISSUE

City Council approval is requested for Vouchers and Transfers dated May 15, 2019.

DISCUSSION

The May 15, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 125788-125927 and Electronic Funds Transfer No. 52019 and 420191 in the amount of \$1,232,369.41 dated May 15, 2019, which includes the transfer of:

- \$ 238,796.31 from the General Fund
- \$ 4,254.43 from the Dedicated Street Fund – 4% Sales Tax Fund
- \$ 11,657.72 from the Transportation Benefit District Fund
- \$ 12,281.25 from the 2011 G.O. Bond Fund
- \$ 307.34 from the Public Facilities Reserve Fund
- \$ 313.86 from the Automotive Equipment Fund
- \$ 980.18 from the Garbage Fund
- \$ \$891,267.91 from the Wastewater Fund
- \$ 39,321.24 from the Water Fund
- \$ 6,179.96 from the Storm & Surface Water Utility Fund
- \$ 27,009.21 from the Airport Fund

RECOMMENDATION

It is recommended that the City Council approve the May 15, 2019 Claim Vouchers No. 125788-125927 and Electronic Funds Transfer Nos. 52019 and 420191 in the amount of \$1,232,369.41.

SUGGESTED MOTION

I move that the City Council approve the May 15, 2019 Claim Vouchers No. 125788-125927 and Electronic Funds Transfer Nos. 52019 and 420191 in the amount of \$1,232,369.41.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Michelle White, Accounting Tech II

MEETING OF: June 10, 2019

SUBJECT: Vouchers and Transfers

ISSUE

City Council approval is requested for Vouchers and Transfers dated May 31, 2019. In addition to the Vouchers and Transfers, approval is requested for voided Check No. 125814, original issue date May 15, 2019, which results in an increase to the General Fund balance in the amount of \$770.00.

DISCUSSION

The May 31, 2019 claim vouchers have been reviewed by a committee of three councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers No. 125928-126037 in the amount of \$165,524.98 dated May 31, 2019 and voided Check No. 125814 in the amount of \$770.00 for a net total transfer of \$164,754.98 as follows:

- \$ 57,375.62 from the General Fund (not including \$770.00 increase from voided check)
 - \$ 8,755.13 from the Dedicated Street Fund – 4% Sales Tax Fund
 - \$ 3,675.00 from the Transportation Benefit District Fund
 - \$ 797.60 from the Public Facilities Reserve Fund
 - \$ 872.09 from the Automotive Equipment Fund
 - \$ 57,603.99 from the Wastewater Fund
 - \$ 15,902.39 from the Water Fund
 - \$ 185.85 from the Storm & Surface Water Utility Fund
 - \$ 19,212.03 from the Airport Fund
 - \$1,145.28 from the Firemen’s Pension Fund
- | | |
|--------------------------|---------------------------------|
| \$165,524.98 | Total Vouchers for May 31, 2019 |
| <u>\$ <770.00></u> | Voided Check for May 15, 2019 |
| <u>\$164,754.98</u> | Net total Transfers |

RECOMMENDATION

It is recommended that the City Council approve the May 31, 2019 Claim Vouchers No. 125928-126037 in the amount of \$165,524.98 and the voided Check No. 125814 in the amount of \$770.00.

SUGGESTED MOTION

I move that the City Council approve the May 31, 2019 Claim Vouchers No. 125928-126037 in the amount of \$165,524.98 and voided Check No. 125814 in the amount of \$770.00.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Chun Saul, Finance Director
Betty Brooks, Payroll Accountant

MEETING OF: June 10, 2019

SUBJECT: Payroll Vouchers and Transfers

ISSUE

City Council approval is requested for Payroll Vouchers and Transfers dated May 31, 2019.

DISCUSSION

The administration requests City Council approval for Payroll Vouchers No. 40831-40870, Direct Deposit Payroll Vouchers No. 10774-10886, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 239-243 dated May 31, 2019 in the amount of \$817,092.33, which include the transfer of:

- \$537,558.22 from the General Fund
- \$7,867.42 from the Arterial Street Fund
- \$98,570.98 from the Wastewater Fund
- \$112,551.96 from the Water Fund
- \$25,660.46 from the Storm & Surface Water Utility Fund
- \$32,801.29 from the Airport Fund
- \$2,082.00 from the Firemen's Pension Fund

RECOMMENDATION

It is recommended that the City Council approve the May 31, 2019 Payroll Vouchers No. 40831-40870, Direct Deposit Payroll Vouchers No. 10774-10886, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 239-243 in the amount of \$817,092.33.

SUGGESTED MOTION

I move that the City Council approve the May 31, 2019, Payroll Vouchers No. 40831-40870, Direct Deposit Payroll Vouchers No. 10774-10886, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 239-243 in the amount of \$817,092.33.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: June 10, 2016

SUBJECT: Discontinuance of Interlocal Agreement with City of Vader for Fire Investigation Services

ISSUE

The Chehalis Fire Department is no longer able to fulfill the Interlocal Agreement (ILA) with the City of Vader to provide fire investigation services.

DISCUSSION

The city has provided fire investigation services for Vader since December 2016. The Chehalis Fire Department has had four firefighters trained and certified to be fire investigators. Due to internal and external issues, the city's fire investigator staffing has recently dropped from four to one. One investigator cannot serve in this capacity, which prohibits the city from fulfilling the terms of the agreement.

Therefore, due to the lack of personnel, and the fact that the city can no longer meet the requirements in the ILA, written notice was submitted to the City of Vader (copy attached). Pursuant to the terms of the December 15, 2016 ILA, the city is required to provide 60-day written notice of termination and the administration did not want to fail notifying the City of Vader in a timely manner. Captain Ted McCarty will remain as the fire investigator for the city, and he agreed to continue as Vader's fire investigator for the 60-day notice of termination time frame, which will allow Vader the ability to prepare for our departure.

FISCAL IMPACT

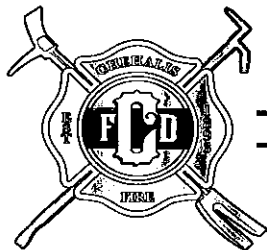
There is no significant impact to the budget since the city was reimbursed for the associated costs.

RECOMMENDATION

It is recommended that the City Council confirm the discontinuance of the Interlocal Agreement with the City of Vader to provide fire investigation services.

SUGGESTED MOTION

I move that the City Council confirm the discontinuance of the Interlocal Agreement with the City of Vader to provide fire investigation services.



City of Chehalis Fire Department

Ken Cardinale, Chief

"Committed to Excellence"

May 13, 2019

To: City of Vader
P.O. Box 189
Vader, WA 98593
Attn. Mayor

Subject: ILA Fire Investigation (Notice of Termination)

Honorable Mayor,

It is with regret that I am writing you to inform and notify you of the following:

Pursuant to the terms listed in the December, 2016 Fire Investigation ILA and noted in Section 16 Termination for Public Convenience, I am providing you with this 60-day written notice of termination.

The reason for this termination is due to a lack of trained and certified fire investigators. This is due to internal and external issues which have arisen over the past few months and within recent weeks. Our Fire Investigator staffing has dropped from a prior staff of four to one. This staff reduction will not allow us to fulfill the terms of the agreement. One sole investigator could not serve the entire county or meet the requirements and terms of the agreement.

Therefore, it is with regret I am providing you with this written notification.

Professionally,

Ken Cardinale,
Fire Chief

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: June 10, 2019

SUBJECT: Discontinuance of Interlocal Agreement with City of Winlock for Fire Investigation Services

ISSUE

The Chehalis Fire Department is no longer able to fulfill the Interlocal Agreement (ILA) with the City of Winlock to provide fire investigation services.

DISCUSSION

The city has provided fire investigation services for Winlock since March 2018. The Chehalis Fire Department has had four firefighters trained and certified to be fire investigators. Due to internal and external issues, the city's fire investigator staffing has recently dropped from four to one. One investigator cannot serve in this capacity, which prohibits the city from fulfilling the terms of the agreement with Winlock.

Therefore, due to the lack of personnel, and the fact that the city can no longer meet the requirements in the ILA, written notice was submitted to the City of Winlock (copy attached). Pursuant to the terms of the March 19, 2018 ILA, the city is required to provide 60-day written notice of termination and the administration did not want to fail notifying the City of Winlock in a timely manner. Captain Ted McCarty will remain as the fire investigator for the city, and he agreed to continue as Winlock's fire investigator for the 60-day notice of termination time frame, which will allow Winlock the ability to prepare for our departure.

FISCAL IMPACT

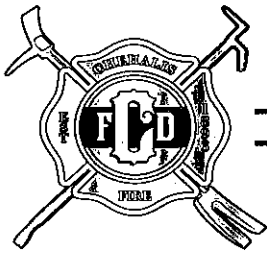
There is no significant impact to the budget since the city was reimbursed for the associated costs.

RECOMMENDATION

It is recommended that the City Council confirm the discontinuance of the Interlocal Agreement with the City of Winlock to provide fire investigation services.

SUGGESTED MOTION

I move that the City Council confirm the discontinuance of the Interlocal Agreement with the City of Winlock to provide fire investigation services.



City of Chehalis Fire Department

Ken Cardinale, Chief

“Committed to Excellence”

May 13, 2019

To: City of Winlock
P.O. Box 777
Winlock, WA 98596
Attn. Mayor

Subject: ILA Fire Investigation (Notice of Termination)

Honorable Mayor,

It is with regret that I am writing you to inform and notify you of the following:

Pursuant to the terms listed in the March 19, 2018 Fire Investigation ILA and noted in Section 16 Termination for Public Convenience, I am providing you with this 60-day written notice of termination.

The reason for this termination is due to a lack of trained and certified fire investigators. This is due to internal and external issues which have arisen over the past few months and within recent weeks. Our Fire Investigator staffing has dropped from a prior staff of four to one. This staff reduction will not allow us to fulfill the terms of the agreement. One sole investigator could not serve the entire county or meet the requirements and terms of the agreement.

Therefore, it is with regret I am providing you with this written notification.

Professionally,

Ken Cardinale,
Fire Chief

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: June 10, 2019

SUBJECT: Lewis/Grays Harbor Ambulance Service Consortium Interlocal Agreement

ISSUE

An updated Interlocal Agreement for the Ambulance Service Consortium between City of Chehalis, Riverside Fire Authority, Lewis County Fire Districts 6,11,13, and Grays Harbor Fire District 1 has been prepared. A separate agenda item regarding the actual contract with AMR for the provision of ambulance services is also being presented for action by the City Council.

INTRODUCTION

The Chehalis Fire Department is a participating member of the Lewis/Grays Harbor Ambulance Service Consortium with Riverside Fire Authority (RFA), Lewis County Fire Districts 6, 11, and 13, and Grays Harbor Fire District 1. It is mutually beneficial to all the participants to establish a consortium and provide for a lead agency to administer a contract with an ambulance provider that provides patient care and transport services of sick or injured persons from the scene of emergency incidents. The Riverside Fire Authority (RFA) has agreed to serve as the lead agency for the purpose of administering this agreement.

KEY PROVISIONS

Purpose of the Agreement: The purpose of the agreement is to establish a consortium to provide insight and input into the service level received, attainment/acquisition of deliverables as defined in the ambulance contract, and performance of the private contractor. It also provides for a lead agency to administer the interlocal agreement and ambulance contract. The consortium is not established as a separate legal entity.

Lead Agency: The Riverside Fire Authority (RFA) has agreed to be the lead agency for the administration of the interlocal agreement and the ambulance contract. In cooperation with the participating parties, RFA will be responsible for administering all matters regarding the agreement. The lead agency designation may be modified, changed, or relinquished by any

party by providing ninety (90) days advanced written notice to all agencies represented by the consortium.

Performance Meetings: All participating entities agree to participate in quarterly ambulance service contract meetings to provide input to the lead agency and contractor.

Finances and Funds Received: RFA agrees to establish and administer a segregated financial account for acquiring, holding, administering, and distributing funds received from the contractor in the Lewis/Grays Harbor Counties Contract for Ambulance Services.

Agency Representation: Each party to the agreement shall designate one person as its representative for the purposes of decision making on behalf of the respective agency.

Duration/Term: The agreement shall have an initial term of one (1) year, but shall be automatically renewed annually, except if terminated or as to parties that withdraw, as set forth below.

Termination/Withdrawal: The ILA may be terminated upon mutual agreement of all parties and upon notice to the lead agency that the agreement shall terminate upon a date certain, at least 180 days after receipt of such notice.

FISCAL IMPACT

None

RECOMMENDATION

It is recommended that the City Council approve the Lewis/Grays Harbor Ambulance Consortium Interlocal Agreement and authorize the City Manager to sign the document.

SUGGESTED MOTION

I move that the City Council approve the Lewis/Grays Harbor Ambulance Consortium Interlocal Agreement and authorize the City Manager to sign the document.

INTERLOCAL AGREEMENT

LEWIS/GRAYS HARBOR AMBULANCE SERVICE CONSORTIUM

THIS INTERLOCAL AGREEMENT is authorized under Chapter 39.34 RCW and executed by and between Lewis County Fire Protection Districts 6, 11, 13, City of Chehalis Fire Department, Riverside Fire Authority, and Grays Harbor Fire District #1 as evidenced by the signatures of the commissioners, or authorized signatories, set forth below. This Agreement is effective on the day which the last signature is affixed or on June 1, 2019, whichever occurs first.

WHEREAS, it is mutually beneficial to all of the participants to establish a consortium and provide for a lead agency to administer a contract with an ambulance provider that provides patient care and transport services of sick or injured persons from the scene of emergency incidents; and

WHEREAS, the Riverside Fire Authority has agreed to serve as the lead agency for the purpose of administering this Agreement

NOW THEREFORE, IT IS HEREBY AGREED UPON BETWEEN THE PARTIES, AS FOLLOWS:

1.) PURPOSE OF THE AGREEMENT.

This Agreement is entered into by and between the parties for the purpose not only of establishing a consortium that provides insight and input into the service level received, attainment/acquisition of deliverables as defined in the ambulance contract and performance of the private contractor, but also to provide for a lead agency to administer the interlocal agreement and ambulance contract. The consortium shall not be established as a separate legal entity.

2.) LEAD AGENCY.

The Riverside Fire Authority has agreed to be the lead agency for the administration of the interlocal agreement and the ambulance contract. In cooperation with the participating parties the lead agency shall be responsible for administering all matters regarding this Agreement. In addition, the Riverside Fire Authority has decision making and signature authority for all participating Agencies in regards to contract administration. Lead agency designation may be modified, changed, or relinquished by any party by providing ninety (90) days advanced written notice to all agencies represented by the consortium. The consortium will determine the successor agency for who will assume the lead agency designation.

3.) PERFORMANCE MEETINGS.

All participating entities agree to participate in quarterly ambulance service contract meetings to provide their input to the lead agency and contractor.

4.) FINANCES AND FUNDS RECEIVED.

The Riverside Fire Authority agrees to establish and administer a segregated financial account for acquiring, holding, administering, and distributing funds received from the contractor in the Lewis/Grays Harbor County Contract for Ambulance Services. The formula for the distribution of Contract Administration funds will be upon mutual consent by the participating entities. All funds received on behalf of the consortium shall be deemed to be joint property of the participating agencies, no other property real or personal should need to be acquired, held or administered by the lead agency under this interlocal agreement. The contract administration fee shall be distributed with 40% of the fee afforded to the lead agency and 60% of the fee distributed in equal amounts to the other participating agencies.

5.) FUTURE INITIATIVES.

The consortium, upon direction of the majority may engage in practices or initiatives that encourage fiscal and operational efficiencies such as, but not limited to; group purchasing and equipment/supply acquisition.

6.) AGENCY REPRESENTATION.

Each agency a party to this agreement shall designate one person as its representative for the purposes of decision making on behalf of the respective agency. Each representative of the participating agencies shall have one vote in the decision making process. A majority of the participating members shall constitute a quorum for decision-making purposes. All decisions shall be made after proper notification has been made to each agency.

7.) LATECOMERS ELIGIBILITY.

Agencies whom are not signatories to this agreement may seek inclusion and benefit from services provided. The consortium has the discretionary power to authorize latecomers to receive service via contracts executed by and between the consortium member agencies. Entities seeking inclusion into the consortium shall submit in writing to the lead agency the merits, justification and reasoning for their inclusion into the consortium. Consideration for inclusion shall be made by agency representatives as defined in Article 6.

8.) DURATION/TERM.

This agreement shall have an initial term of one (1) year, but shall be automatically renewed annually, except if terminated or as to parties that withdraw, as set forth below.

9.) TERMINATION/WITHDRAWAL.

The parties agree that this interlocal may be terminated upon mutual agreement of all parties and upon notice to the lead agency that the agreement shall terminate upon a date certain, at least 180 days after receipt of such notice. Also, any party may withdraw from the agreement upon at least 180 days notice to the lead agency. Upon withdrawal or termination, the lead agency shall distribute any funds currently held on account, on a pro rata basis, equally and proportionately. There are six (6) equal parties to this agreement for property distribution purposes.

10.) NO INDEMNITY.

No indemnification is provided by this Agreement. The Parties agree to bear their respective liability for any acts or omissions resulting under this Agreement, as those liabilities are determined under the laws of the state of Washington or any mutually approved settlement agreement.

In witness whereof, the parties have hereto caused this Agreement to be executed;

City of Chehalis

By: _____

Date: _____

Title: _____

Lewis County Fire District 6

By: _____

Date: _____

Title: _____

Lewis County Fire District 11

By: _____

Date: _____

Title: _____

Lewis County Fire District 13

By: _____

Date: _____

Title: _____

Grays Harbor County Fire District 1

By: _____

Date: _____

Title: _____

Riverside Fire Authority

By: _____

Date: _____

Title: _____

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: June 10, 2019

SUBJECT: Lewis/Grays Harbor County Ambulance Service Consortium Ambulance Transport Services Contract

ISSUE

An updated agreement with American Medical Response Ambulance Service, Inc., contract has been prepared for consideration by the City Council in order to continue receiving ambulance services from AMR. This agenda also includes a separate item requesting approval of an updated Interlocal Agreement for the Lewis/Grays Harbor Ambulance Service Consortium, which is the agent for administering the contract on behalf of the City.

DISCUSSION

The Chehalis Fire Department has been a participating member of the Lewis/Grays Harbor County Ambulance Service Consortium with Riverside Fire Authority (RFA), Lewis County Fire Districts #6, #11, and #13, and Grays Harbor District #1, for almost two decades. The Consortium has asked the City to approve the updated formal contract for the provision of ambulance services as defined in the attached contract. The initial contract is for a three-year term from June 1, 2019 through May 31, 2022. The contract can be extended for two (2) three (3) year extensions at the discretion and option of the Lead Agency (RFA) and the consortium members, which include the City of Chehalis.

Starting in October 2018, the Consortium began negotiations with AMR management to address contract issues in advance of preparing an updated agreement for continuation of ambulance services. One major concern was AMR's practice of moving units out of the area to cover their interfacility transport, which then reduced the availability of 911 response units in Lewis County. A resolution to this concern has been developed and the proposed contract includes performance standards to address concerns that could arise during the next contract term.

KEY PROVISIONS

The attached agreement covers all aspects of ambulance service including the following sections:

- Scope
- General Performance Elements
- Performance Standards
- Patient Care Standards
- Dispatch and Communications
- Equipment Maintenance
- Private Ambulance Company's Personnel
- Other Performance (Medical Training and Supplies)
- Private Ambulance Company Rates
- Termination
- Remedies
- Process for Termination of Contract Due to Breach
- "Lame Duck" Provisions (In the event of a change in contract providers)
- Proprietary and Confidential Information
- Indemnification
- Insurance
- Compliance with Law
- Contractual Relationship

The contract also includes several miscellaneous standard contract provisions, and an attachment that outlines the insurance requirements that AMR must fulfill.

FISCAL IMPACT

There is no fiscal impact to the City of Chehalis. The ambulance service provider is compensated for services through rates billed and collected from patients and responsible third parties.

RECOMMENDATION

It is recommended that the City Council approve the Lewis/Grays Harbor County 2019 Ambulance Service Consortium Ambulance Transport Services Contract with American Medical Response Ambulance Service, Inc., from 2019-2022, and authorize the City Manager to execute the contract.

SUGGESTED MOTION

I move that the City Council approve the Lewis/Grays Harbor County 2019 Ambulance Service Consortium Ambulance Transport Services Contract with American Medical Response Ambulance Service, Inc., from 2019-2022, and authorize the City Manager to execute the contract.

Lewis/Grays Harbor County
Ambulance Service Consortium

Ambulance Transport Services Contract

2019

Section 1 Purpose and Intent

The Lewis/Grays Harbor Ambulance Consortium intends to establish a formal service contract with a private ambulance company, specified herein as American Medical Response Ambulance Service, Inc. (“AMR”), for the provision of Priority and Routine Response and Patient Transport Services (the “Contract”).

Section 2 Definitions

For the purposes of clarity and consistency, the following words shall have the following meanings in this Contract unless the context clearly requires a different meaning.

- 2.1 Advanced Life Support: Shall mean invasive emergency medical treatment requiring advanced medical treatment skills as defined in RCW 18.71.
- 2.2 Ambulance Service Consortium (herein referred to as the “Consortium”): The group of user agencies as identified within Section 3.1 of this Contract established by Inter-Local Contract that provides insight and input into the service level received, attainment/acquisition of deliverables as defined in the ambulance Contract and the performance of the private contractor, but also to provide for a Lead Agency to administer the Contract.
- 2.3 Ambulance Unit: Means the vehicle and personnel provided by the company responding to a request for ambulance transport services.
- 2.4 Fire Department or Department: Shall mean any or all service recipient agencies including Lewis County Fire Districts #6, #11, #13, City of Chehalis, Riverside Fire Authority, and Grays Harbor Fire District# 1.
- 2.5 Fire Official: Shall mean the Fire Chief/Administrator or Fire Chiefs designee.
- 2.6 Incident Commander: Shall mean the Fire Official in charge of the emergency response at an incident.
- 2.7 Lead Agency: Shall mean the Agency identified in the Lewis/Grays Harbor Ambulance Service Consortium Interlocal Agreement who will administer the Contract.
- 2.8 Performance Standards: Refers to standards as required in Appendix A of this Contract.
- 2.9 Public Safety Answering Point (“PSAP”): A call center responsible for answering calls for emergency medical services. For this Contract, The Consortium will designate an appropriate Dispatch Center for AMR to use.

- 2.10 Priority Response (“**Priority**”): Shall be defined as any response to a request for service where the Emergency Warning Lights and Sirens shall be active for the purposes of expeditious response to the scene of an emergency.
- 2.11 Request Received: Shall mean the point in time when the designated Dispatch Center confirms the incident address.
- 2.12 Out of Chute Time: Shall mean the time interval from the time when the dedicated Communication Center dispatches (alerts) a request for service to the time an AMR unit ambulance is moving in the direction of the request as documented in AMR’s CAD.
- 2.13 Routine Response (“**Routine**”): Shall be defined as any response to a request for service where no emergency warning devices are activated, and travel is confined to the normal flow of traffic.

Section 3 Scope

- 3.1 This Contract is for AMR to provide Priority and Routine Response and Patient Transport Services of sick or injured patients from the scene of incidents within Lewis County Fire Districts #6, #11, #13, the City of Chehalis Fire Department, Riverside Fire Authority, and Grays Harbor County Fire District #1. Under the terms of this Contract, AMR shall be mandated to provide Advanced Life Support Units staffed with a minimum of 1 EMT and 1 Paramedic as defined in WAC 246-976-010. If AMR is unable to staff an ALS unit, they may staff a BLS unit, with 2 EMTs, so long as they notify the Consortium when the BLS unit will be in service. Agencies whom are not signatories to this Contract may seek inclusion and benefit from services provided. The Consortium has the discretionary power to authorize latecomers to receive service via contracts executed by and between the Lead Agency. Entities seeking inclusion into the Consortium shall submit in writing to the Lead Agency the merits, justification and reasoning for their inclusion into the Consortium.
- 3.2 The term of this contract is for three (3) years and commences June 1, 2019. The Lead Agency (in collaboration with the Consortium) may renew this Contract, upon terms and conditions satisfactory to the Lead Agency and the Consortium. The renewal shall be completed upon execution by the parties.
- 3.3 At the discretion and option of the Lead Agency (with counsel of the Consortium), two (2), three (3) year contract extensions may be considered and executed. The Lead Agency shall provide notice to AMR of their interest to extend the Contract at least one hundred and twenty (120) days in advance of the Contract expiration date.

- 3.4 Each consortium Department retains the right to cancel their participation in this Contract. The Department shall provide the Lead Agency and AMR notification of termination (180) one hundred eighty days in advance of said termination.
- 3.5 AMR shall pay an annual Contact Administration fee to the lead agency in the amount of \$10,000.00 or the pro-rated portion thereof at the conclusion of each year that the contract is in force.

Section 4 General Performance Elements

- 4.1 AMR shall furnish ALS or BLS ambulance transport services as requested by the Departments for the transport of sick and injured persons from the scene of an incident as requested via the E911 PSAP system by a requesting agency.
- 4.2 Response-Primary Priority. AMR acknowledges that the Lead Agency is entering into this Contract for the benefit of the public in dealing with emergency medical services. AMR shall consider the Lead Agency and recipient Departments a customer of primary priority and shall make its best effort to provide services to the Consortium Departments in a timely manner. AMR shall develop a mechanism for the immediate recall of personnel to staff units during multi-casualty situations, times of peak overload, or major emergency and disaster situations. This plan shall include the ability of AMR to alert off-duty personnel.
- 4.3 Outside Work. AMR may do other work within the service area (e.g., scheduled transports, non-ambulance medical transportation, special event standby coverage, HMO/Government contract work, etc.), provided, AMR meets the response standards in this agreement.
- 4.4 Response Mode Modifications. During the term of this Contract, a Consortium Department may have the sole discretion to request a modification of response performance and response modes that are less stringent than those response times identified within Appendix A for Priority and Routine Responses. All response mode modifications shall be agreed upon by the parties and memorialized in writing via Memorandum of Understanding (to include response zone, response time, and response mode). All modifications shall be made part of, and equally enforceable as a term of this Contract.
- 4.5 In the event that a Consortium Department determines that immediate transport is in the best interest of patient care, or AMR does not have an ambulance available to respond, they are encouraged to transport the patient or arrange for transport through another agency without penalty from AMR. However, should the Department choose to do so, the Department shall assume sole responsibility

for any medical malpractice and/or MPD initiated discipline resulting from the event.

- 4.6 Special Events. AMR agrees to provide additional ambulances throughout the Consortium service area on a non-dedicated basis, dependent upon the requirements of the event. AMR will also provide at no cost to the requesting Department a non-dedicated stand-by unit at the scene of a greater alarm incident upon request of the Incident Commander. This may be built into the run cards for that agency.

Section 5 Performance Standards

- 5.1 Emergency Incident Response Performance Standards. Every calendar month, AMR shall meet or exceed the response performance standards as defined in Appendix A.
- 5.2 All Consortium Departments shall receive a monthly performance report based on data elements available to AMR. Consortium members and AMR shall meet at least quarterly to review the report collectively and to address any service level concerns. AMR shall present justification regarding delayed response performance and steps taken by AMR to eliminate unsatisfactory response performance. In addition, the Consortium and AMR shall determine how best to meet other deliverables as identified in this Contract.
- 5.3 Exemption to Response Performance Standards. AMR may request and the Consortium may approve exemptions to response performance standards in situations beyond AMR's control that cause unavoidable delays or no response. The Consortium may examine each request for exemption and may deny exemptions except when the following criteria is met:
- AMR has 4 or more ambulance units responding within the Consortium, (this could be multiple calls, an MCI, etc.) including their 20-minute dismiss time at the hospital, and reasonable time to return to the Consortium area if they transported out of the area on a 911 call.
 - Delays due to natural disasters, including but not limited to road closures, snow, ice, floods, etc.
 - Any event that prevents AMR from returning to the Consortium area in an average amount of time (i.e., road closures I-5 south is closed when AMR has ambulances north of the closure) or
 - Any reason reasonably agreed upon by the parties.
- 5.4 Complaints. AMR shall provide prompt response to complaints as they pertain to this Contract. AMR shall provide to the Lead Agency and/or the specific Department a list of all complaints received, status and/or disposition. Copies of

such complaints will be made available to the Lead Agency upon request/and/or the involved Department. Any complaint received by any of the Departments shall be forwarded to AMR for action, and AMR shall forward the disposition of the incident to the Department within twenty-one (21) days of receipt.

- 5.5 In the event that the Lead Agency, individual Department, and AMR are unable to resolve a medical complaint or matter as listed above, the parties will seek a third party to resolve the conflict. If it is a medical care matter, the Lewis County Medical Program Director (MPD) may be asked to mediate a decision. In matters that are non-medical in nature, the parties will seek third party resolution via a dispute resolution facilitator or mediator agreed to by the parties.

Section 6 Patient Care Standards

- 6.1 AMR shall continuously meet or exceed the Lewis and Grays Harbor County Advanced Life Support Provider Agency Rules and Regulations and patient care performance standards as provided by State law. In the event, there are conflicts among these standards, the controlling standard shall in order of precedence be State law and then the Lewis and Grays Harbor County Patient Care Guidelines.
- 6.2 Transport Protocols. AMR shall adhere to Lewis County Advanced Life Support Provider Agency Rules and Regulations transport protocols for services performed under this Contract.
- 6.3 AMR agrees that it is the sole responsibility of the Departments to provide initial response to all requests for medical assistance as they deem appropriate. Departments are not required to respond to every call.
- 6.4 Language is now in appendix A
- 6.4 AMR will provide ambulances and associated equipment used in the performance of this Contract including all Paramedic Supervisors' vehicles. Each ambulance will be equipped, at a minimum, with the equipment and supplies necessary for the operation of an ALS ambulance in accordance with County ALS Policies and Procedures. Equipment will include the supplies at the minimum stocking levels for an ALS ambulance.
- 6.5 Patient Care and Transfer of Care. The procedures for patient care at the incident scene and for the transfer of such care to AMR shall be smooth and expeditious. When AMR arrives at an incident scene in response to a request, AMR personnel shall report to the Incident Commander or his/her designee. Patients in a life-threatening or potentially life-threatening condition shall be transported to area hospitals as directed by protocol or Medical Base Station. In the interest of medical care, personnel from Consortium Departments will be permitted to ride

in AMR units while transporting to and from a medical facility as well, AMR personnel will be permitted to ride in Consortium EMS transport units while transporting to and from a medical facility in the best interest of patient care.

- 6.6 Patient Care Performance Standards Monitoring. AMR shall ensure its personnel complete documents related to responses and patient care, including, but not limited to, Pre-hospital Care Reports (“PCRs”), Against Medical Advice Summary Audits (“AMAs”), patient refusals, and ambulance response failure/unusual occurrence forms. Such documents shall be made available to a Consortium member upon request unless prohibited by law. AMR and the Consortium shall meet to discuss matters of concern and to review adherence to patient care performance standards and transport protocols on a quarterly basis. The purpose of these meetings will be to maintain open and proactive communications, resolve problems, and to provide an arena to confer about patient care performance.

Section 7 Dispatch and Communications

- 7.1 Ambulance Company's Dispatch/Communications Equipment and Personnel. AMR shall furnish, operate, maintain, and replace or upgrade its dispatch and communications equipment, radios, telephone equipment, computer aided dispatch system equipment, including hardware and software, and all other equipment and software necessary for its provision of emergency transport services.
- 7.2 PSAP call-takers and dispatchers on behalf of the Lead Agency will answer incoming E-911 phones and dispatch accordingly. Agencies, or their Communication Center may contact AMR Dispatch directly. AMR Dispatch will dispatch the appropriate AMR ambulance to the call, or notify the requesting agency that an AMR ambulance is not available. AMR units will be notified directly by the PSAP by a radio alerting device. All requests for services shall be responded to in an expeditious manner.
- 7.3 Computer Aided Dispatching. AMR shall utilize a CAD system to record dispatch information for all requests for services. AMR shall generate, either automatically or through manual entry, a dispatch record using generally accepted coding conventions and time-stamping rules. The Lead Agency may require dispatch information to be provided on electronic and/or print media for review. AMR shall ensure that all dispatching and communications with its ambulance units are conducted in a manner that meets or exceeds all federal, state, and local requirements.
- 7.4 Dispatch Communications. AMR shall record and maintain for a minimum of 365 days, by tape or other voice recording media, all radio and telephone

communications with and between persons or agencies requesting ambulance service, its units, personnel, and Central Communications. Such recordings and records shall be made available to the Lead Agency or recipient Department upon request.

- 7.5 Emergency Alerting Devices. AMR shall equip each ambulance unit with installed radio communications equipment capable of notifying ambulance personnel of response needs. Mobile and portable radio communications equipment will be capable of communicating on Lewis and Grays Harbor County fire and EMS frequencies. In addition, each ambulance unit shall contain at least one (1) portable two-way radio to provide the driver or attendant with alerting and two-way communications capabilities when away from the ambulance unit.
- 7.6 Refusal of Transports. AMR shall not refuse to transport any person when such person is determined by the recipient Department to fall under the category of having a life threatening, potentially life threatening, or other medical emergency, assuming AMR has an ambulance available for the call.
- 7.7 Hospitals. AMR shall transport a patient to a medical facility or hospital as directed by Department personnel, base station medical control or to a hospital of the patient's choice. If base station medical control designates a specific hospital in a multiple casualty incident or by a paramedic or higher medical authority at the scene of the emergency, AMR shall transport the patient to that facility.
- 7.8 Opticoms. AMR shall not install traffic preemption or operate any device or means on its units that can be utilized to control traffic signaling devices.
- 7.9 Changes in Destination. If AMR changes the patient destination based on the wishes or needs of the patient or appropriate receiving hospital, AMR will contact Central Communications and notify them of the patient's new destination so that fire Department units can relay that information to family or significant others.
- 7.10 Vehicle Markings and Advertising Restrictions. Markings on ambulance units shall not include seven (7) or ten (10) digit phone numbers or other advertising. The only telephone number allowed is "9-1-1". AMR's standard logo, including its name, is permitted.

Section 8 Equipment Maintenance.

- 8.1 AMR shall be solely responsible for furnishing all equipment and parts for the maintenance of vehicles, on board equipment, supplies, and facilities used by the Company in performance of its work.

- 8.2 All equipment and supplies used by AMR must meet and comply with all standards established by federal, state, and local laws, rules, and regulations.
- 8.3 AMR shall remove ground ambulances from primary service under this Contract at two hundred thousand (200,000) miles, and will remove ambulances from service under this Contract at two hundred and twenty-five thousand (225,000) miles. All ambulances shall be Type 3 in design and model.
- 8.4 AMR is responsible for its radio system, channel selection, securing, authorization for use, and the proper operation of the radio system.

Section 9 Private Ambulance Company's Personnel.

- 9.1 Staffing. Each ambulance unit responding to requests for service shall have at least two (2) personnel, one (1) accredited EMT-B and one (1) accredited Paramedic (EMT-P), or two (2) EMTs
- 9.2 Character and Competence of Personnel. AMR shall ensure that its personnel conduct themselves in a professional and courteous manner. Personnel shall be competent and shall hold all required licenses, permits and certificates in their respective trades or professions. Personnel shall wear uniforms that clearly identify the company's business name as well as the name of the particular employee. All personnel shall have a neat, clean appearance, shall be courteous to patients, shall refrain from unprofessional conduct or the use of foul language, and shall abide by all applicable federal, state, and local laws and regulations. The Lead Agency may demand the removal of any employee or subcontractor of company, subject to appropriate investigation and determination, for misconduct or incompetent or negligent performance. Such persons shall not be allowed to perform services under this Contract without the written consent of Lead Agency.
- 9.3 Observe Operations and Ride Along. In accordance with applicable laws on patient privacy, the Lead Agency or Consortium member shall be able to observe AMR's operation of its Communications Center, maintenance facility, and any ambulance post location. The Lead Agency or Fire Department members may ride as third person on any of the AMR ambulance units, provided however, that such representatives shall conduct themselves in a professional and courteous manner, shall not interfere in any way with AMR's personnel in the performance of their duties and contractual responsibilities, and shall, at all times, be respectful of AMR's employer and employee relationship.

Section 10 Other Performance.

- 10.1 Continuing Medical Education. AMR will provide up to eight (8) hours of Continuing Medical Education (CME) annually for each Consortium Department at the Departments' request. The class schedule will accommodate the Departments' personnel schedule and will be scheduled and delivered with the input of the Departments' training officer or representative.
- 10.2 Materials Exchange Program. Consortium members shall receive medical supplies on a one-for-one exchanged when used as often as mutually agreed upon by AMR and the Department.

Section 11 Private Ambulance Company Rates.

- 11.1 Compensation. AMR's sole financial compensation for services rendered under this Contract shall be the rates billed and collected from patients and responsible third parties. Local taxes or subsidies shall not fund any services provided by AMR.
- 11.2 Rates. AMR shall file with the Lead Agency its initial schedule of rates to be charged for services during the period of this Contract and any extensions. The schedule of rates shall be a matter of public record open to public inspection. The schedule of rates must be adhered to by AMR. AMR shall not change rates without the approval of the Consortium. AMR shall submit in writing any request for a rate change to be reviewed by the Consortium and a decision reached within sixty (60) calendar days. If the Consortium fails to take action within sixty (60) days, AMR may implement the proposed charge. In the event that AMR and the Consortium do not agree to the proposed rate structure, both parties agree to enter into negotiations with a mutually agreed upon mediator to reach an agreeable fee schedule. If AMR or the Consortium become aware of any forthcoming change in regulation, law, or market condition that might adversely impact future system reimbursement or operating expense and such change cannot be mitigated through reasonable effort by the Consortium or AMR, the Consortium and AMR agree to consider revising the user fee schedule. Such revision shall become effective in a timely manner to sustain system financial viability.
- 11.3 Billing, Collection, and Reporting. AMR shall be responsible for all billing and collection functions related to services rendered pursuant to this Contract. AMR shall perform all such billing and collection functions in a professional and courteous manner and in accordance with applicable federal, state, and local laws, regulations, procedures and policies including, without limitation, collection and credit reporting laws. On scene collections, will not be permitted. Notwithstanding any other provision of this Contract, because this Contract requires AMR to respond at the ALS level to all Emergency Calls, AMR shall bill the ALS Mandated rate except where prohibited by law, e.g., Medicare or

Medicaid.

- 11.4 Examination and Audit of Records. At any time during normal business hours and as often as may reasonably be deemed necessary, Lead Agency or Consortium members may observe the AMR's operations. Additionally, AMR shall make available for examination and audit, all contracts, invoices, materials, inventory records, records of personnel (with the exception of confidential personnel records), daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, all relevant fiscal records and other data related to all matters covered by this contract.
- 11.5 Time and Notification. The Lead Agency or Consortium member has the right to observe and inspect AMR's business office operations. Inspections shall be restricted to normal business hours, and reasonable notification shall be given in advance of any such visit.
- 11.6 Cooperation. AMR will cooperate with and respond to any Lead Agency or Consortium members on all matters related to the provision of identified ambulance transport services.

Section 12 Termination.

- 12.1 Without Cause by Written Advance Notice. Either party may terminate this Contract without cause providing one hundred eighty (180) days advance written notice to the other party of that party's intent to terminate. A breach of the terms of this Contract need not occur to terminate under this section. If this Contract is terminated, the Lead Agency has the right to offer the remainder of the existing Contract and its extensions to another provider for right of first refusal.
- 12.2 AMR Company Breach and Provisions for Early Termination. Conditions and circumstances that constitute a breach of the Contract include the following:
 - a.) Failure of AMR to perform in accordance with any of the provisions of this Contract.
 - b.) Failure of AMR to operate the system in a manner that enables the Consortium and AMR to remain in compliance with Federal or State laws, rules, or regulations.
 - c.) Falsification of information supplied by AMR during the term of this Contract, including but not limited to altering documents to enhance the AMR's apparent performance or falsification of any other data required under the contract.
 - d.) Creating patient responses or transports so as to artificially inflate run volumes.

- e.) Failure of AMR to provide data generated in the course of operations, including but not limited to dispatch data, patient report data, response time data, or financial data.
- f.) Excessive and unauthorized scaling down of operations to the detriment of performance during a “lame duck” period.
- g.) Failure of AMR personnel to conduct themselves in a professional and courteous manner and present a professional appearance.
- h.) Failure of AMR to maintain equipment in accordance with manufacturer recommended maintenance procedures.
- i.) Failure of AMR to cooperate with and assist the Lead Agency or Consortium after breach has been declared.
- j.) Acceptance by AMR or AMR's personnel of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of AMR or AMR's personnel could be reasonably construed as a violation of Federal, State, or local law.
- k.) Payment by AMR or any of AMR's personnel of any bribe, kickback, or consideration of any kind to any federal, state, or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state, or local law.
- l.) Failure of AMR to meet the standard of care as established by this Contract.
- m.) Failure of AMR to maintain insurance in accordance with this Contract.
- n.) Chronic Failure of AMR to meet performance requirements as set forth in this Contract.
- o.) The filing of any bankruptcy or any other similar action, which, in the opinion of the Lead Agency or Consortium, places the performance of the contract at risk.
- p.) Failure to submit reports and information under the terms and conditions outlined in this Contract.

Section 13 Remedies.

- 13.1 If conditions or circumstances constituting a breach as set forth above are determined to exist, the Lead Agency with the Consortium shall have all rights and remedies available at law or in equity under this Contract, specifically including the right to terminate the Contract.

Section 14 Process for Termination of Contract Due to Breach.

- 14.1 In the event of breach, the Lead Agency shall give AMR written notice, return receipt requested, setting forth with reasonable specificity the nature of the breach. Within five (5) calendar days of receipt of such notice, AMR will deliver to the Lead Agency, in writing, a plan to cure such breach. The plan will be updated, in writing, every five (5) calendar days until the breach is cured. AMR

shall have the right to cure such breach within thirty (30) calendar days of receipt of notice of breach. If AMR fails to cure such breach within the time period allowed for cure (such failure to be determined by the sole and absolute discretion of Lead Agency), or AMR fails to timely deliver the cure plan, or updates to the Lead Agency, the Lead Agency may immediately terminate the Contract. AMR will cooperate completely and immediately with the Lead Agency to affect a prompt and orderly transfer of all responsibilities to the Lead Agency.

- 14.2 AMR will not be prohibited from disputing any findings of breach through litigation; provided, however, that such litigation will not have the effect of delaying, in any way, the Lead Agency from providing services. These provisions will be specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety. Any legal dispute concerning the finding that a breach has occurred will be initiated and shall take place only after the transfer of Contract responsibilities to the Lead Agency has been completed, and will not, under any circumstances, delay the process of transferring operations to the Lead Agency.
- 14.3 AMR's cooperation with and full support of the Lead Agency's termination of the Contract will not be construed as acceptance by AMR of the finding of breach. However, failure on the part of AMR to cooperate fully with the Lead Agency to affect a smooth and safe transition shall itself constitute a breach of contract.
- 14.4 In the event an agreement with AMR is terminated, the Lead Agency shall have the right to assume the territory served by the terminated contractor. The intent to assume such territory shall be provided to the Lead Agency in writing within fourteen (14) days of receiving notice from the Lead Agency of the termination of the other contractor.

Section 15 "Lame Duck" Provisions.

- 15.1 Should AMR fail to prevail in a future procurement cycle, AMR will agree to continue to provide all services required in and under the Contract until a new contractor or agency assumes service responsibilities up to 90 days after the contract has been awarded. To assure continued performance fully consistent with the requirements of the Contract through any such period, the following provisions will apply:
- 15.2 AMR will continue all operations and support services at the same level of effort and performance that were in effect prior to the award of the subsequent agreement to a competing provider.

- 15.3 AMR will make no changes in methods of operation that could reasonably be considered to be aimed at cutting AMR's services and operating costs to maximize profits during the final stages of the Contract.
- 15.4 The Lead Agency and the Consortium recognizes that if a competing provider should prevail in a future procurement cycle, AMR may reasonably begin to prepare for transition of the service to a new contractor. The Lead Agency and Consortium will not unreasonably withhold its approval of AMR's request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc. as long as such transition activity does not impact AMR's performance during this period.
- 15.5 The parties agree that, should the Consortium boundaries or service area change by merger, consolidation, or other means, the new service area may require renegotiation of this ambulance provider contract. The renegotiation would be limited to the new service area, with the balance of the contract remaining in full force and effect.

Section 16 Proprietary and Confidential Information.

- 16.1 AMR acknowledges that the Lead Agency is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). The Lead Agency believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. AMR, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the Lead Agency will have no obligation or any liability to AMR in the event that the Lead Agency must disclose these materials.

Section 17 Indemnification.

- 17.1 AMR does hereby release and shall defend, indemnify, and hold the Lead Agency and Consortium Departments, collectively or independently, its employees and agents harmless from all losses, liabilities, claims, costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of AMR performing the services contemplated by this Contract except to the extent attributable to the negligent acts or omissions of the Lead Agency. The indemnification provided for in this section shall survive any termination or expiration of this Contract. If any employee of AMR brings any action against the Lead Agency or any Consortium members, the indemnification obligation of AMR set forth in this section shall not be limited by a limit on the amount or type of damages, compensation or benefits payable by or for AMR under RCW Title 51, the Industrial Insurance Act, or any other employee benefit act. In addition, solely for the purpose of giving full effect to the indemnities contained

herein and not for the benefit of AMR's employees or any third parties, AMR waives its immunity under RCW Title 51. AMR acknowledges that the foregoing waiver was mutually negotiated.

Section 18 Insurance.

- 18.1 AMR shall procure and maintain, for the duration of the Contract, insurance of the types and in the amounts as defined in Appendix B.
- 18.2 Throughout the Contract period, AMR shall notify the Lead Agency in writing of any and all claims, accidents, and/or incidents which might lead to litigation arising out of AMR's performance pursuant to the contract.

Section 19 Compliance with Law.

- 19.1 General Requirement. AMR, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington, the municipal code and ordinances, rules, regulations, orders, and directives of the Lead Agency, Consortium members and the officers thereof. Without limiting the generality of this paragraph, AMR shall specifically comply with the following requirements of this section.
- 19.2 Licenses and Similar Authorizations. AMR, at no expense to the Lead Agency or the Consortium, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.
- 19.3 Taxes. AMR shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment and improvements; and taxes on AMR's interest in this Contract.

Section 20 Contractual Relationship.

- 20.1 This Contract does not constitute AMR as an agent or legal representative of the Lead Agency or Consortium Departments for any purpose whatsoever, and the relationship of AMR to the Lead Agency by reason of this Contract shall be that of an independent contractor. AMR is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the Lead Agency or to bind the Lead Agency in any manner or thing whatsoever. Both parties, in the performance of the Contract, will be acting in their individual capacities and not as agents, employees, partners, joint ventures or associates of one another. The employees, subcontractors, or agents of one party shall not be deemed or construed to be the employees,

subcontractors, or agents of the other party for any purpose whatsoever. AMR shall ensure that all of its employees, subcontractors, and agents are properly trained and fully equipped to perform their assigned tasks.

Section 21 Discrimination.

21.1 In the hiring of employees for the performance of work under this Contract or any sub-contract, AMR, its sub-contractors, or any person acting on behalf of AMR or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

Section 22 Assignment and Subcontracting.

22.1 AMR shall not assign or subcontract any of its obligations under this Contract without the Lead Agency's prior written consent. The Lead Agency written consent may be granted or withheld by the Lead Agency's sole discretion. Any subcontract made by the AMR shall incorporate by reference all the terms of this Contract. AMR shall ensure that all subcontractors comply with the obligations and requirements of this Contract. The Lead Agency consent to any assignment or subcontract shall not release AMR from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

Section 23 Amendments.

23.1 No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Contract, from time to time, by mutual agreement.

Section 24 Executory Agreement.

24.1 This Contract will not be considered valid until signed by both parties.

Section 25 Binding Effect.

25.1 The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

Section 26 Applicable Law.

26.1 This Contract shall be construed and interpreted in accordance with the laws of

the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Lewis County.

Section 27 Remedies Cumulative.

27.1 Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 28 Captions.

28.1 The titles of sections are for convenience only and do not define or limit the contents.

Section 29 Severability.

29.1 If any term or provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

Section 30 Waiver.

30.1 No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by the Lead Agency of any performance by AMR after the time the same shall have become due shall not constitute a waiver by the Lead Agency of the breach or default of any covenant, term, or condition unless otherwise expressly agreed to by the Lead Agency in writing.

Section 31 Entire Contract.

31.1 This document, along with any exhibits and attachments, constitutes the entire Contract between the parties with respect to the scope of work herein. No verbal agreements or conversations between any officer, agent, associate, or employee of the Lead Agency and any officer, Departments, employee, or associate of AMR prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.

Section 32 Negotiated Contract.

32.1 The parties to this Contract acknowledge that it is a negotiated agreement, that

they have had the opportunity to have this Contract reviewed by their respective legal counsel, and that the terms and conditions of this Contract are not to be construed against any party on the basis of such party's draftsmanship thereof.

Section 33 Breach of Contract.

33.1 The Lead Agency considers any breach of the Contract serious and will seek remedies commensurate with the severity and magnitude of the event. Remedies could include but are not limited to corrective measures, liquidated damages, probation or suspension, or termination of the Contract. It is the intent and desire of the Lead Agency to maintain a good working relationship with AMR while at the same time ensuring service to the community.

Section 34 Addresses for Notices.

34.1 All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to the Lead Agency;
Michael Kytta, Fire Chief
Riverside Fire Authority
1818 Harrison Avenue
Centralia, WA 98531

If to Lewis County Fire District #6:
Fire Chief
2123 Jackson Hwy
Chehalis, WA 98532

If to AMR:

Johanathan M. Andrews
Regional Director
American Medical Response
13075 Gateway Drive, Suite 100
Seattle, WA 98168

If to Lewis County Fire District #11:
Michael Krafczyk, Fire Chief
205 McCormick Creek Road
Pe Ell, WA 98572

With Copy To: Legal Department
American Medical Response, Inc.
6363 S. Fiddlers Green Cir.
Greenwood Village, CO 80111

If to Lewis County Fire District #13:
Gwen Turner, Fire Chief
P.O. Box 16
Curtis, WA 98538

If to City of Chehalis Fire Department:
Ken Cardinale, Fire Chief
455 NW Park
Chehalis, WA 98532

If to Grays Harbor County Fire District #1:
William Rodocker, Fire Chief
P.O. Box 6
Oakville, WA 98568

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

Initiated June 1, 2019

Section 35 Disputes.

- 35.1 Any disputes or misunderstandings that may arise under this Contract concerning AMR's performance shall first be resolved through amicable negotiations, if possible, between AMR and the Lead Agency, or if necessary shall be referred to the Lead Agency and AMR's executive(s). If such officials do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to alternate dispute resolution processes.

Section 36 Authority.

- 36.1 Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Section 37 Other.

- 37.1 Compliance. The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. The Consortium warrants and represents that the payments made by AMR to Consortium shall be less than or equal to the Consortium's actual costs to provide those services. No funds shall be used by the Consortium in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute.
- 37.2 Compliance Program and Code of Conduct. AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-Kickback Statute. AMR must provide the materials cited in this article for each consortium member agency to file.
- 37.3 Non-Exclusion. Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or

provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Contract, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

- 37.4 Referrals. It is not the intent of either party that any remuneration, benefit or privilege provided for under the Contract shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Contract. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

IN WITNESS WHEREOF, the Lead Agency and American Medical Response have caused this Contract to be executed.

“Consortium Members”

“AMR”

LEWIS COUNTY FIRE DISTRICT #6	AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.
By:	By:
Print Name:	Print Name: Edward Van Horne
Title:	Title: President and CEO
LEWIS COUNTY FIRE DISTRICT #11	
By:	
Print Name:	
Title:	
LEWIS COUNTY FIRE DISTRICT #13	
By:	
Print Name:	
Title:	
CITY OF CHEHALIS	
By:	
Print Name:	
Title:	
RIVERSIDE FIRE AUTHORITY	
By:	
Print Name:	
Title:	
GRAYS HARBOR FIRE DISTRICT# 1	
By:	
Print Name:	
Title:	

Initiated June 1, 2019

APPENDIX A
RESPONSE/RELIABILITY PERFORMANCE

All violations of the Contract result in written warning citing the article of the Contract in violation.

Response times shall be measured based on AMR's Out of Chute Time. Calculations shall be measured on a monthly basis and shall be aggregated for all services areas under this Contract. Out of Chute Time compliance shall mean AMR's Out of Chute Time is 180 seconds or less 90% of the time for all calls where AMR has an ambulance available.

AMR's failure to meet this requirement as set forth below shall be a Breach of Contract, subject to the terms of the Contract regarding AMR's cure and termination rights.

- (a) 87.01% or less for three months
- (b) 87.11% to 91.0% for four months
- (c) 91.01% to 95.0% for five months

AMR is required to respond with the proper level of care to at least 95% of the referrals for treatment and transportation by Consortium members twenty-four (24) hours a day, seven (7) days a week. All persons needing transportation service shall be served, regardless of race, color, age, sex, place of residence, financial condition, sexual preference, and presence or absence of medical insurance and regardless of the type of ailment or injury suffered.

AMR's failure to meet this requirement within a rolling 12-month period may be considered a Breach of the Contract, subject to the terms of the Contract regarding AMR's cure and termination rights.

Deployment Plan

The following is the minimum deployment plan AMR will use on a consistent basis. AMR reserves the right to adjust the plan daily to make sure the system remains sustainable. AMR will remain responsible for meeting the performance standards in this agreement despite any changes to this deployment plan. AMR will keep the status of all their units on the appropriate CAD screen so all Consortium agencies can monitor their availability.

- M1- 0600-0600 24/7
- M2- 0700-0700 24/7
- M3- 1000-2200 Sunday-Saturday
- M4- 0800-1700 Monday-Friday
- M5- 1700-0700 Monday-Saturday

Initiated June 1, 2019

APPENDIX B INSURANCE REQUIREMENTS

Insurance

The Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the Contractor, its agents, representatives, or employees.

A. Minimum Scope of Insurance

The Contractor shall obtain insurance as follows:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The Lead Agency shall be named as an additional insured under this policy.
3. Excess Liability insurance covering both of the foregoing, with limits not less than \$4,000,000.00 in excess of the limits of the foregoing policies.
4. Workers' Compensation coverage as required by law.
5. Professional Liability insurance appropriate to the Contractor's profession.

B. Minimum Amounts of Insurance Limits

The Contractor shall maintain at least the following insurance limits:

1. Automobile Liability insurance, with a minimum combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence.
2. Commercial Liability insurance, with minimum limits of \$2,000,000.00 per occurrence, \$3,000,000.00 general aggregate.
3. Excess Liability as stated above.
4. Professional Liability insurance, with minimum limits of \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies shall contain, or be endorsed to contain, the following:

1. The Contractor's insurance coverage shall be primary, and any insurance or self-insurance.
2. The Contractor's coverage shall not be subject to cancellation by either party, except after the parties endeavor to provide thirty (30) days prior to provide

written notice by Contractor.

D. Verification of Coverage

Contractor shall furnish the Lead Agency with original certificates of insurance, and a copy of any amendatory endorsements, including but not limited to the “additional insured” endorsement, before commencement of performance of this Contract. The Contractor will provide a copy of the certificate of insurance, showing the insurer, effective dates of coverage, limits of liability, and the Schedule of Forms and Endorsements.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Dave Vasilauskas, Superintendent

MEETING OF: June 10, 2019

SUBJECT: Set June 24, 2019 at 5:00 pm to Conduct a Public Hearing on the City's Water Use Efficiency Plan

ISSUE

A public hearing will be included on the June 24, 2019, City Council agenda to provide the opportunity for public comment and input on the city's updated Water Use Efficiency (WUE) Plan.

DISCUSSION

The WUE (WAC 246-290-830) is required by Washington State law to address the increasing demand on the state's water resources. Developing a WUE program is the foundation for using water wisely. Water conservation consists of any beneficial reduction in water losses, waste, or use. The intent of the plan is to minimize water withdrawals and water use by implementing water saving activities.

The public hearing will be held in the Chehalis City Hall Council Chambers at 350 N. Market Boulevard, Chehalis, Washington, at 5:00 pm. The public is invited to attend and provide input. The WUE program is required to be updated every 6 years. The last update was done along with the Water System Plan in 2012.

FISCAL IMPACT

None currently.

RECOMMENDATION

It is recommended that the City Council set June 24, 2019, at 5:00 pm as the date and time to conduct the public hearing concerning the city's Water Use Efficiency Plan.

SUGGESTED MOTION

I move that the City Council set June 24, 2019, at 5:00 pm as the date and time to conduct the public hearing concerning the city's Water Use Efficiency Plan.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent Lougheed Community Development Director
Andrew Hunziker Parks and Facilities Manager

MEETING OF: June 10, 2019

SUBJECT: Award Bid to Anderson Poolworks for the Shaw Aquatics Center Pool Resurfacing Project

ISSUE

Last year, the city went out to bid for resurfacing of the pool. Only one bid was received, and it was over the amount that was included in the 2018 budget. The project was recently rebid, and three bids were received. It is requested that the City Council award the bid at this time.

THE BIDS

The most recent bid process resulted in three bids:

Cascade Industrial Services	\$186,653.11
Anderson Poolworks	\$285,215.20
Lee Contractors	\$387,632.99

After reviewing each bid and the proposed resurfacing process, it is recommended that the bid be awarded to Anderson Poolworks. Although Anderson Poolworks is not the lowest bid, after careful review, it is determined to be the most cost effective bid when considering the quality and durability of the plastering process proposed as compared to the painting process proposed by the lowest bidder, Cascade Industrial Services. The plaster work would also include tile lane lines and tile outline of the pool, which will be very esthetically appealing and bring the pool project to a completed stage.

COST COMPARISON

The painting process proposed in the bid by Cascade would require the pool to be repainted every four years at a cost of approximately \$40,000. If the bid was awarded to Cascade, the pool would have to be painted four times in 16 years at a cost of \$160,000, versus \$140,000 to recoat with plaster at the end of the life span.

The cost to resurface the pool with paint at this time and then have to repaint every four years, with resurfacing again in 15 years is estimated to cost \$749,900 over a 20-year period, including a 3% increase each year for inflation.

Plaster has an expected life span of 15 years, but in pools that are not used year-round you would expect to see that number rise to 20 years. There is no maintenance involved with plastering until it's time to recoat in 15-20 years down the road. The cost to plaster now is \$285,215.20, and would be around \$140,000 in 15 years, so in a 20-year period, the cost would be \$516,400, which includes a 3% increase for inflation.

PRODUCT AND PROCESS

Professionals in the field have communicated that the painting of pools is no longer recommended for the surfacing of pools due to the inability of paint to withstand pool conditions, which include chemicals as well as water. The use of plaster is now the preferred method, due to its superior durability even though the initial cost is higher. The City's experience supports this, as painting the pool has been done in the past, only to have it fail multiple times.

It is recommended that the City award the pool resurfacing bid to Anderson Poolworks for the following reasons:

- Quality of the proposal;
- Long-term cost effectiveness of the proposed resurfacing product;
- Demonstrated expertise in the pool industry; and
- Positive references for the company's work.

FISCAL IMPACT

The total cost of the bid is \$285,215.20 which would be funded as follows:

\$ 19,000	General Fund (re-allocation of 2019 pool deck budget)
\$182,000	Lodging Tax Fund (approved in 2018 and 2019 budgets)
\$ 84,215.20	Public Facilities Reserve Fund:
	\$47,700 REET Fund (left over from 2018 pool boiler project)
	\$36,515.20 Reserve Fund

In the event that unexpected conditions are found during the course of the project, it is recommended that the City Council authorize an additional \$14,261 (5%) as a contingency budget that would be funded by the Public Facilities Reserve Fund if needed.

RECOMMENDATION

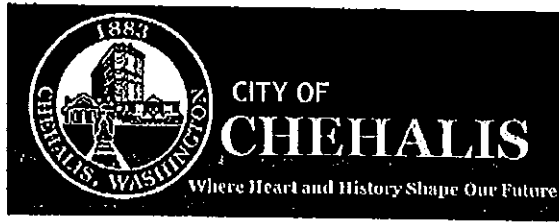
It is recommended that the City Council award the bid for the Shaw Aquatics Center Pool Resurfacing Project to Anderson Poolworks in the amount of \$285,215.20 and authorize the

City Manager to execute change orders up to an additional \$14,261, which is a 5% contingency budget in the event of unexpected project circumstances.

SUGGESTED MOTION

I move that the City Council:

- 1) Award the bid for the Shaw Aquatics Center Pool Resurfacing Project to Anderson Poolworks in the amount of \$285,215.20;
- 2) Authorize a project contingency of \$14,261; and
- 3) Authorize the City Manager to execute change orders not to exceed the total project budget including, the contingency allocation.



**City of Chehalis
Shaw Aquatics Center Pool Resurfacing Project
Bid Plans and Specifications**

PLEASE READ FULLY AND CAREFULLY. BIDS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE BID.

General Conditions

Bid documents shall be on file at the City Clerk's Office, Chehalis City Hall, 350 N. Market Blvd., Chehalis, WA 98532, from 8:00 am to 5:00 pm, Monday through Friday, and available to interested individuals and entities ("Bidders") from the date issued until the due date and time.

Bidders are expected to examine all documents that comprise this invitation to Bid. Bidders shall promptly notify the City of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the Bid documents. The City assumes no responsibility for errors or misrepresentations that result from the use of incomplete Bids.

All Bids shall be submitted on the attached response forms. Faxed or emailed Bids and/or late submissions will not be accepted. Bids must be received by the City Clerk at or before 2:00 pm on May 23, 2019. Each Bid must be submitted in a sealed envelope clearly identified as "Swimming Pool Resurfacing" and delivered to:

City of Chehalis
Caryn Foley, City Clerk
350 N. Market Blvd., Rm. 101
Chehalis, WA 98532

Each Bid must be accompanied by a cashier's check, postal money order, or surety bond by a bonding company licensed to do business in the State of Washington, made payable to the City of Chehalis in an amount not less than five percent (5%) of the total bid. ✓ OK, SEE ATTACHED

During the pendency of this Invitation to Bid, Bidder shall not contact any City staff except those designated in this Bid document or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to the City's Property/Facilities Manager, Andrew Hunziker at ahunziker@ci.chehalis.wa.us or 360-345-1043 at least five (5) business days prior to the due date outlined herein. Non-compliance with this provision may result in rejection of the Bid.

Addenda will be issued if necessary and posted on the City's website at www.ci.chehalis.wa.us.

All information required, unless otherwise specified, must be completed on the forms provided by the City. Failure to manually sign the Bid Response Acknowledgment Form of this Bid document will disqualify Bidder. Persons signing the Bid shall have the authority to sign the Bid on Bidder's behalf and shall be an officer or person authorized to bind the entity they represent to this Bid.

Each and every deviation from the terms, conditions, specifications, or performance requirements of this Bid shall be listed on the Deviation Acknowledgment Form of this Bid document upon submission of the Bid. Listing of deviations is an integral and required part of the Bid. Any deviations not listed on the Deviation Acknowledgment Form of this Bid document upon submission of the Bid will not become part of the contract awarded by the City pursuant to this Bid.

Bids shall be submitted by 2:00 pm on May 23, 2019. Bids cannot be altered or amended after the deadline. Alterations made before opening must be signed by the Bidder or Bidder's agent. No Bid may be withdrawn after the date and time of opening without approval of the City.

The City reserves the right to accept and/or reject any and all submitted Bids or any part thereof, waive immaterial errors, and award the contract in the best interest of the City.

The City shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this Bid.

An opened Bid may not be changed for the purpose of correcting any error by the Bidder or Bidder's agent.

If, at any time, the successful Bidder fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this Bid, or any contract awarded and entered pursuant thereto, the City reserves the right to:

- Purchase Swimming Pool Resurfacing and Repair services on the open market and charge Bidder the difference between its contract price and new contractor's price; or
- Deduct charges from successful Bidder's invoice at the time it is due; or
- Cancel the contract at the City's convenience, without penalty, by furnishing written notice of termination to Bidder, and select another Bid and award a contract to its Bidder pursuant to the terms thereof.

At the City's sole discretion and convenience, the City may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.

If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Bidder or Bidder's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the City, Bidder will be disqualified from consideration and/or the awarded contract will be terminated.

All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.

All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.

Once a Bid has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the City. Any such substitution shall be pre-approved by the City, and the acceptance of any such substitution shall be at the City's sole discretion.

Any contract awarded pursuant to this Bid is not assignable.

Contractor must include appropriate Washington State Sales Tax (8.2% for contract). ✓ OK / INCLUDED

Include any Material Safety Data Sheets (MSDS), if applicable.

Undisputed payments will be submitted to Bidder within thirty (30) days from receipt of original invoice.

Trade secrets and confidential information contained in a Bid may be open to public inspection. Pricing is not confidential information. Bidders who include information in a Bid that is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" at the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Bid in its entirety is not confidential.

Any contract awarded under this Bid shall be governed by the laws of the State of Washington.

Bidder agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Bidder agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990, and Bidder will indemnify and hold City harmless for any failure to so comply and any discrimination for which Bidder may be charged.

Special Conditions

SCOPE OF WORK

Bidder shall provide Swimming Pool Resurfacing and Repair for the City of Chehalis, as per the specifications listed in this document.

Bidder shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Bidder.

Bidder shall submit a list of subcontractors and/or suppliers performing work on this project for acceptance by City.

All potential bidders are encouraged to attend a non-mandatory pre-bid walk through at the Shaw Aquatics Center located at 401 SW Parkland Drive, Chehalis, WA 98532 on at 10:00 am on May 14, 2019.

Bidder shall start work as described herein on or after September 4, 2019, and shall complete work as described herein by October 15, 2018.

The successful Bidder shall be and shall remain an independent contractor throughout the term of any contract awarded pursuant to this Bid.

The successful Bidder shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the work.

Contractor Training

Beginning July 1, 2019, businesses not listed on the WA State Department of Labor & Industries "Public Works Training Exemption List" are required to have training before submitting a bid and/or performing work on public works projects. Awarding agencies are required to verify all contractors submitting bids meet this new requirement before awarding the contract. Businesses that have been in business with an active Unified Business Identifier (UBI) number for three (3) or more years, AND have performed work on three (3) or more public works projects, are exempt from these training requirements. Training options are available at <https://www.lni.wa.gov/Tradeslicensing/PrevWage/Contractors/Training.asp>.

INSURANCE

The Contractor shall, at Contractor's expense, obtain and keep in force at all times during the term of this contract, Comprehensive General Liability, Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance with an insurance carrier acceptable to the city, including broad form general liability endorsement and contractual liability on an occurrence basis and comprehensive auto liability, including owned, non-owned and hired vehicles with the limits of not less than ONE MILLION (\$1,000,000) DOLLARS combined single limit insuring City and Contractor against any liability arising out of the use occupancy or maintenance of contract site. The limit of said insurance shall not, however, limit the liability of the Contractor hereunder. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

PERFORMANCE AND PAYMENT BONDS

If awarded the contract, Bidder shall provide a performance bond and payment bond, or Letter of Credit, and each shall be issued in an amount equal to the contract amount as security for the faithful performance and/or payment of all obligations. Performance and payment bonds shall be issued by a solvent company authorized to do business in the State of Washington, and shall meet any other requirements established by law or by City pursuant to applicable law.

E-VERIFICATION

All contracts with a value greater than \$1,000 and lasting 60 days shall require that the awarded contractor register with the Department of Homeland Security E-Verify program. Contractors shall have 30 calendar days after the execution of the contract to register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) E-Verify program. After completing the MOU the contractor shall have up to 90 calendar days to begin using E-Verify and provide a written record on the authorized employment status of their employees and those of any subcontractor(s) currently assigned to the contract.

DAMAGE PROVISION

If in performance pursuant to an awarded contract, successful Bidder, or Bidder's employee, affiliate, representative, partner, subcontractor, or agent, damages the City's real or personal property, including but not limited to tile and concrete, Bidder shall compensate the City for the cost of repair or replacement, whichever the City determines is appropriate under the circumstances. In such event, the City will provide to successful Bidder an invoice stating the actual cost of repairing or replacing the damaged property. Successful Bidder shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Bidder refuse to compensate the City for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Bidder for services rendered pursuant to the awarded contract. This provision does not waive or diminish the City's right to pursue any and all legal remedies to collect for damages caused by Bidder, or Bidder's employee, affiliate, representative, partner, subcontractor, or agent.

BID TERMS

By signing and submitting this Bid, Bidder agrees:

- To furnish goods and services in strict compliance with the terms, conditions, Specifications, and performance requirements of this Bid.
- That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via mail, courier, or personal delivery to the Property/Facilities Manager.
- The City shall notify the successful Bidder of any contested invoice(s) in writing, and the City and successful Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of successful Bidder's receipt of said notice of dispute.

The Contractor shall be licensed to perform all services in the state of Washington, and selected Contractor shall submit, prior to contract award, project relevant certifications, licenses, and proof of

insurance. The Contractor keep in force all licenses, business permits and other permits required to perform the services of this contract in accordance with the requirements of said permits.

EXAMINATION OF THE CONTRACT DOCUMENTS AND PROJECT SITES

Each potential Contractor shall inform themselves fully of the nature of the conditions and peculiarities of the site. Failure to do so will not relieve the Contractor submitting a successful Bid from carrying out any of the provisions and obligations of any subsequent contract. It is the responsibility of the Bidder to:

- Thoroughly examine the Contract Documents.
- Visit the site and become familiar with the existing conditions and the scope of the project work; and become familiar with the surrounding conditions that may affect the cost, progress, performance or furnishing of the work. If Bidder is unable to attend the May 14, 2019 pre-bid walk-through, tours of the site may be scheduled by appointment by calling Property/Facilities Manager Andrew Hunziker at 360-345-1043.
- Consider all federal, state and/or local laws and regulations that may affect the cost, progress, performance or furnishing of the work.
- Study and carefully correlate the Bidders observations with the Contract Documents.
- Notify the City of all conflicts, errors or discrepancies found in the Contract Documents.

INDEMNITY

The contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the City, its officers, agents, servants and employees.

INVOICES

The Contractor shall submit one invoice at 50% completion of the project and one final invoice upon 100% completion of the project.

RETAINAGE

Retainage of five percent (5%) will be held by the City of Chehalis until releases are received from the State Departments of Employment Security, Labor & Industries, and Revenue.

PREVAILING WAGES

All Bids are subject to Washington State prevailing wages. The current list of Washington State prevailing wages is included as part of these Bid Plans and Specifications.

BASIS FOR SELECTION

Bids received by the City shall be evaluated based on the following criteria:

1. Bid amount
2. Contractor's qualifications
3. Understanding and responsiveness to the City's objectives
4. Materials and method(s) for conducting the resurfacing project

The decision of the City to award a contract shall not be subject to legal challenge or appeal in any form. Whenever it is deemed to be in the best interest of the City, the City Council shall waive informalities in any and all Bids. The right is reserved to reject any Bid or any part of any Bid when such action is deemed to be in the best interest of the City of Chehalis. Bids must be submitted complete in every detail and, when requested, supporting or supplemental information shall be provided. If a Bid involves any exception from stated requirements, they must be clearly noted as exceptions and listed in the Bid. The reason for any exception shall also be stated.

SIGNING OF THE AGREEMENT

When the City submits to the Successful Bidder the "Notice of Award" and Agreement for execution, it will be in the number of copies necessary, all of which shall be signed and shall constitute an original Agreement. Within five days thereafter, the Successful Bidder shall sign and deliver all copies of the Agreement to the City, accompanied by a certificate of insurance. The City, within three days thereafter, shall return to the Successful Bidder a fully executed copy of the agreement.

The City of Chehalis reserves the right to reject any and all Bids, to waive technical or legal deficiencies, to make such investigation as it deems necessary to evaluate Contractor's qualifications, to accept any Bid that may be deemed in the best interest of the City and to negotiate terms and conditions of any Bid leading to acceptance and final execution of a contract for services.

Questions

Have any manufacturers of products that may be used in this project certified your company as professional installers? If so, please list:

- Universal Cement - Finest Finish Plaster Manufacturer
- Ardex - Tile Cement Manufacturer
- _____

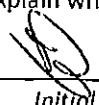
Explain the order of execution of tasks and duration of each:

1. Demolition of existing finishes while protecting existing inlets. Proper disposal of removed paint. 4 days.
2. Repair of existing concrete shell if necessary. 1 day.
3. Apply Aquaron CPSP concrete pool shell protector/waterproofing material per manufacturer's recommendations. 1 day.
4. Apply tile as noted in proposal: waterline, main drains, targets, lane lines, bench nosing, stair nosing, top of common wall, expansion joints. 10 working days.
5. Apply plaster product to the pool shell concrete surfacing. Allow curing time. 5 days.
6. Final Cleaning. Refill and commissioning. 2 days.

Subcontractors and/or suppliers performing work of this project:

- All Phase Tile and Stone LLC - Tile installer
- _____
- _____
- _____

Bidder acknowledges by initialing below that work shall be completed no later than October 15, 2018. If no, please explain why on the Deviation Acknowledgment Form found in this Bid document.

 Yes, Bidder will complete work no later than October 15, 2018
Initial

_____ No, Bidder will not complete work by October 15, 2018
Initial

Vendor Profile

Company Name or D/B/A: Anderson Poolworks

Telephone Numbers:

Phone: 503.625.5628

Fax: n/a

Contact Information:

Corporate Contact for this Bid:

Name: Brody Anderson

Address: 9500 SW Boeckman Road

City, State, Zip: Wilsonville, OR, 97070

Phone: 503.625.5628 Fax: n/a

E-mail: brody@andersonpoolworks.com

Website: http://www.andersonpoolworks.com

Number of years company has been in business under this name: 22

Other company names used with dates, from/to: n/a

Statement of Work

The City of Chehalis is seeking a vendor or vendors to strip and coat the swimming pool surfaces at the Shaw Aquatics Center located at 401 SW Parkland Drive in Chehalis, Washington. Work is anticipated to be completed by October 15, 2018. The aquatic center will be closed during the time of work, allowing work to be completed during normal business hours. City shall drain all water from the swimming pool.

Base Bid Resurface Swimming Pool. Bidder shall:

- Be responsible for removal and proper disposal of all construction refuse from jobsite.
- Remove hydrostatic valve caps during resurfacing process and replace when completed.
- Cover all drains and inlets to prevent any and all debris from entering pool piping during construction.
- Sand blast, ax, chip, or use whatever means necessary to completely strip pool of all paint and adhesive back to bare concrete.
- Acid wash pool with 20 Baum muriatic acid to ensure proper cleaning and etching.
- Completely remove expansion joint material from expansion joints.
- Remove and repair all hollow or damaged areas in pool shell.
- Apply RadonSeal (penetrating concrete sealer), or approved equal, for sealing, strengthening concrete, and filling air voids of base concrete layer. Install per manufacturer's specifications.
- Apply primer layer of PermaFlex (concrete surfacing product), or approved equal. Install per manufacturer's specifications.
- Apply LRB and TAV for caulking joints, larger cracks, and spot repairs. Install per manufacturer's specifications.
- Apply finishing layer of PermaFlex, or approved equal. Install per manufacturer's specifications.
- Apply Olympic Zeron Epoxy Pool Paint, or approved equal. Install per manufacturer's specifications.
- Replace demarcation painting including, but not limited to, transitional lines, race lane markers and end wall targets in accordance with local and state codes.
- Neutralize and dispose of all waste water in accordance with local and state codes.
- Include a copy of the written warranty covering the installation of the pool surfaces.
- Provide a written 2-year warranty (minimum) covering against delamination.
- Be on premises to address warranty claims within 24-hours' notification and schedule repairs to suite City's schedule. City understands that proper water chemistry is essential to maintain warranty.

Any alterations or deviation from above specifications must be noted on the Deviation Acknowledgment Form in this Bid document.

Base Bid	<u>\$ 263,600.00</u>	Lump Sum
Sales Tax (8.2%)	<u>\$ 21,615.20</u>	Lump Sum
Total Bid	<u>\$ 285,215.20</u>	Lump Sum

Bid Response Acknowledgement

By signing and submitting this Bid, Bidder acknowledges that they have inspected the specifications, are capable and willing to perform and/or provide the required services and/or products, and shall complete this project within the amount of time and dollar amount specified. The undersigned certifies that the prices contained in this Bid have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract.

Individual Proprietorship

Partnership

Corporation chartered under the laws of the State acting by its officers pursuant to its bylaws or a resolution of its Board of Directors

Signature:



Printed Name:

ROBERT GLOVER

Title:

CFO

Date:

5/22/2019

References

Bidder shall submit a list of at least three (3) references for which Bidder has provided like products or services, including contact name and telephone number. Bids submitted without three references may be disqualified from consideration. Western Washington area references are preferred.

Company: SUNRIVER RESORT - CALDERA SPRINGS

Contact name: STEVE RUNNER

Phone number: 541.593.7832

Company: TUALATIN HILLS PARK AND REC 50m POOL RESURFACING

Contact name: JIM KLEE

Phone number: 503.645.6433

Company: CITY OF CENTRALIA - THORBECKS POOL RESURFACING

Contact name: HEATHER SLUSHER

Phone number: 360.330.7644

Deviation or Compliance Acknowledgement

DEVIATIONS: In the event the undersigned Bidder intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed herein and other information attached hereto, all such deviations must be LISTED ON THIS PAGE, with complete and detailed conditions and information. (Attach additional pages as necessary).

NO DEVIATIONS: In the absence of any deviation entry on this page, Bidder assures the City of Bidder's compliance with the terms, conditions, specifications, and information contained in this Bid.

List here:

1. USING AQURON CPSP IN LIEU OF RADONSEAL

2. USING SRX3000-400 IN LIEU OF LRB/TAV

3. USING UNIVERSAL CEMENT PLASTER IN LIEU OF EPOXY PAINT

4. USE ARDEX CEMENT AND DAL TILE TYPE TILE IN LIEU OF EPOXY PAINT AT POOL MARKERS.

All Bidders MUST COMPLETE this page.

This form must be returned with Bid or else the Bid will be considered as Non-responsive.

By initialing below, Bidder acknowledges:


 B Bid is submitted according to deviations listed above.
Initial

 Bid is submitted with no deviations.
Initial

Non-Collusion Acknowledgment

The undersigned Bidder affirms that they are duly authorized to execute this Bid, that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms and conditions thereof have not been communicated by the undersigned Bidder, nor by Bidder's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this BID.

Company Name: ANDERSON POOLWORKS

Signature of Company Officer: 

Title: CFO

Company Officer Printed Name: ROBERT GLOVER

Suspension or Debarment Certificate

Non-federal entities are prohibited from contracting with or making subcontract awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subcontract recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, Bidder certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule.

Company Name: ANDERSON POOLWORKS

Signature of Company Officer: 

Title: CFO

Company Officer Printed Name: ROBERT GLOVER

E-mail Address: robert@andersonpoolworks.com

Bond No. NA

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we The Anderson Group dba Anderson Poolworks
9500 SW Boeckman Rd, Wilsonville, OR 97070

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto City of Chehalis
350 N. Market Blvd. RM 101 Chehalis WA 98532

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Total Bid

Dollars (\$ 5% of Total Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Shaw Aquatics Center - Swimming Pool Resurfacing and Repair

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 23rd day of May, 2019

Witness

The Anderson Group dba Anderson Poolworks
Principal (Seal)

By: [Signature] PM
EDUARD BABA Name/Title

Witness

Old Republic Surety Company
Surety

By: [Signature]
Brian P Dooney Attorney-in-Fact



Conforms with The American Institute of Architects, A.I.A. Documents ORSC 21328 (5/97)

★ ★ ★ ★ ★ OLD REPUBLIC SURETY COMPANY ★ ★ ★ ★ ★

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOSEPH P. RITER, BRIAN P. DOONEY, JESSICA S. MOSLEY, JULIE MEEHAN, OF PORTLAND, OR

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
ONE MILLION DOLLARS (\$1,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby; and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

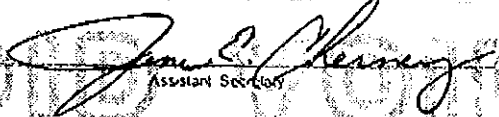
RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of FEBRUARY, 2019.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary

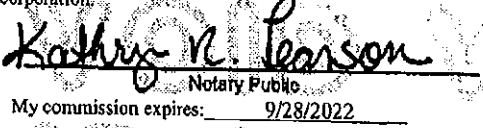



President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of FEBRUARY, 2019, personally came before me, Alan Pavlic and Jane E. Cheney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2022

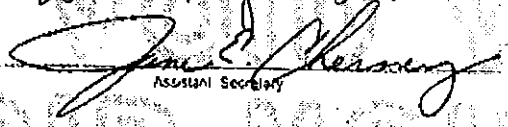
CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

77-1055



Signed and sealed at the City of Brookfield, WI this 23rd day of May 2019.


Assistant Secretary

LEONARD ADAMS INSURANCE INC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT THIS DOCUMENT IS VOID.

To: City of Chehalis
Caryn Foley

From: Eduard Baba

CC: Dana Anderson; Brody Anderson; Jason Schallock

Date: 5/21/2019

Re: Shaw Aquatics Center Pool Resurfacing Project



9500 SW Boeckman Road Wilsonville, OR 97070
Phone (503) 625-5628 Fax (503) 625-3488
CCB# 125440 | HI# C36187 | WA# ANDERP*903RH |
ID# RCE-47977 | MT#54314
www.andersonpoolworks.com

Price and Scope of Work Proposal

Anderson Poolworks appreciates the opportunity to provide you with this proposal for the Shaw Aquatics Center Pool Resurfacing project. Our scope includes furnish and install of materials to complete the resurfacing for the swimming pool, complete with expansion joint rehabilitation. Thank you once again for thinking of us when planning your construction projects.

Project Description and Scope of Work:

Bodies of water:

1. One (1) "L"-shaped swimming pool with approximate water surface area of 6651 square feet.
 - a. Depth varies from 0' 0" to 9' 9".
 - b. Contains eight (6) lap swim lanes complete with lane lines and wall targets.
 - c. Two (2) points of entry via one set of stairs and zero depth entry.

B. Demolition: Items below are included in our scope, unless explicitly excluded.

1. Removal and disposal of construction refuse within the swimming pool boundaries.
2. Removal and disposal of existing paint finishes within the pool perimeter using hydroblasting methods.
3. Removal and reinstall of existing hydrostatic valve caps.
4. Removal of existing caulking/expansion joint material at expansion joints.
5. Removal and repair of damaged hollow areas within the pool.
6. Care is to be taken to protect the existing water inlets and anchors that are to remain and be reused.

C. Concrete:

1. Apply Aquaron CSPS for sealing concrete within the pool in lieu of RadonSeal.
2. Apply AquaBond structural repair adhesive SRX3000-400 at expansion joints (high strength, non-sag in lieu of LRB and TAV for expansion joint repair.

D. Electrical:

1. Bonding and grounding is **excluded** from this scope of work (to be performed by the general

Anderson Poolworks - 1

contractor's licensed electrician).

E. Finishes:

1. Apply 1/2" commercial quartz plaster supplied and installed in lieu of Olympic Zeron Epoxy Pool Paint.
2. Dal-Tile mosaic tile will be used throughout the pool:
 - a. 2" x 2" glazed ceramic Dal-Tile at water line one row
 - b. 6" x 6" Dal-Tile slip resistant depth markers
 - c. 2" x 2" Dal-Tile Mosaic slip resistant lane line markers
 - d. 2" x 2" Dal-Tile Mosaic slip resistant wall targets
 - e. 2" x 2" Dal-Tile Mosaic at main drains and return floor inlets
 - f. 2" x 2" Dal-Tile Mosaic slip resistant at steps and bench nosing

F. Commissioning and Training: Overall 2 days of commissioning.

1. Cost of water for hydrostatic testing of swimming pool is excluded.
2. Testing and balancing (2 days).
3. Operator maintenance training (16 hours).
4. Final cleanup.

G. Acknowledged Communications:

We have based our intended scope of work per drawings dated 8/16/2013 by WMS Aquatics.

H. Alternates/Additions/Options:

N/A. No alternate options are included in this proposal.

I. GENERAL REQUIREMENTS:

1. Items provided by the owner or general contractor:
 - a. Power
 - b. Temporary lighting
 - c. Garbage
 - d. Water
 - e. Restroom facilities.
 - f. Tenting for pool and spa.
2. This proposal DOES account for prevailing wage rates.
3. This proposal DOES include federal, state or local county taxes as the Bid Documents state at the rate of 8.2% in a line item separate from the base bid.
4. Anderson Poolworks will provide a performance bond (if contract value is greater than \$150,000.00):
 - i. PERFORMANCE BOND RATE (% of contract value): 5.0%.
5. A 5% bid bond IS included in the base bid.
6. Access must be provided for tasks included in this proposal.

Anderson Poolworks - 2

7. The following addenda have been reviewed and acknowledged: n/a.

**Shaw Aquatics Center Pool Resurfacing Project
Chehalls, WA**

Base Bid	Includes demolition of existing surfaces and resurfacing with new materials. Also, per scope description above, this base bid amount also includes rehabilitation of current expansion joints. Includes 5% bid bond.	\$263,600.00
Tax	Rate specified at 8.2%.	\$21,615.20
Total Bid	Includes Base Bid and Tax.	\$285,215.20

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Trent Lougheed, Community Development Director
Don Schmitt, Street Superintendent

MEETING OF: June 10, 2019

SUBJECT: Engineering Services Agreement with Skillings Connolly for the NE Kresky Avenue Resurfacing Project

ISSUE

An engineering services agreement with Skillings Connolly for the NE Kresky Avenue Resurfacing Project is being presented for City Council's review and approval.

DISCUSSION

The city recently sent out a "Request for Qualifications" (RFQ) to prepare preliminary design for resurfacing improvements to NE Kresky Avenue. RFQs were received from Gibbs and Olson, Skillings Connolly, and PBS Engineering. After evaluation of the qualifications, Skillings Connolly was selected for the work. This contract will provide support and design, and bid documents taking the project through construction approval. The contract can later be supplemented to provide construction management for the project.

FISCAL IMPACT

The proposed cost for the engineering services agreement is \$66,000 and will not be exceeded without permission from the city. The city received federal STP(US) funds for this project, and the preliminary engineering costs are qualifying expenses. The total project is expected to cost \$875,000, with a local match of 13.5%.

RECOMMENDATION

It is recommended that the City Council approve the engineering services agreement with Skillings Connolly for an amount not to exceed \$66,000 for design of the NE Kresky Avenue Resurfacing Project.

SUGGESTED MOTION

I move that the City Council approve the engineering services agreement with Skillings Connolly for an amount not to exceed \$66,000 for design of the NE Kresky Avenue Resurfacing Project.

EXHIBIT A SCOPE OF WORK

Prepared for:

CITY OF CHEHALIS NE KRESKY AVENUE RESURFACING PROJECT

June 3, 2019

General Description

The City of Chehalis has retained Skillings Connolly, Inc. (Consultant) to provide professional services to assist in the design of the NE Kresky Avenue Resurfacing project, which will be funded through a FHWA grant from the Washington State Department of Transportation (WSDOT).

The NE Kresky Avenue Resurfacing Project consists of a two inch grind and overlay of both NE Kresky Avenue travel lanes from National Avenue to Scott Johnson Road. No other work is included in this project. The roadway

Assumptions

- The City will provide the Consultant a copy of the FHWA grant agreement including any conditions or agreements between funding agency and the City
- Geotechnical investigations are not included in this Scope of Work and will not be required by WSDOT.
- Hydrologic site analysis, modeling, and evaluation are not included in this Scope of Work
- Drainage improvements are not included in this Scope of Work
- The entire project area is within right-of-way
- Right-of-way research is not required
- A detour plan is not included in this Scope of Work
- ADA improvements are not included in this Scope of Work
- Public involvement/public outreach is not included in this Scope of Work
- The City will submit all permit applications to the regulatory authorities

Scope of Work

The following tasks are anticipated as part of the Consultant's work for the project. The roadway also needs to be evaluated for areas that need excess grinding/digouts

Assumptions:

- The City does not have any as-built drawings of NE Kresky Avenue from National Avenue to Scott Johnson Road.
- The City will provide the "Boiler Plate" contract information for the bid documents.
- The City will advertise the project.
- The Consultant will provide bid support up to and including bid opening.
- The Consultant will use an aerial photograph as the base map. All other civil design drawings will be prepared in AutoCAD Civil3D 2018 software.
- Environmental permits are not required for this project.
- The proposed project will utilize federal funding and is required to comply with the National Environmentla Policy Act (NEPA). This includes compliance with the Endangered Species Act

(ESA) and Section 106 of the National Preservation Act. The City has a draft NEPA document and the Consultant will provide supporting documentation for Section 106 and ESA.

- Consultant will prepare construction contract documents using WSDOT Standard Specifications.
- Construction Contract Administration is not included in this scope of work and will be negotiated as a supplement to this agreement.

Task 100 Project Management

Assumptions:

- Project bid documents must be ready for advertisement by September 30, 2019.
- The anticipated design and bidding duration will be 16 weeks

Task Descriptions:

1. Prepare a Project Management Plan
2. Prepare a schedule with updates
3. Provide monthly invoices and earned value reports
4. Provide project update reports and memoranda
5. QA/QC
6. Design staff meetings
7. Meetings with City
8. Assist the City by preparing required WSDOT Local Agency paperwork such as the Local Agency Agreement Supplement
9. Local Programs coordination

Deliverables:

- Project Management Plan
- Project update reports and memoranda
- Schedule with updates
- Monthly invoices and earned value reports
- Prepared Local Agency paperwork

Task 200 Design and Environmental Support

Assumptions:

- A design report will not be required

Task Description:

1. Call for locates; paint locate limits onsite
2. Prepare basemap
3. Coordinate with affected utility companies
4. Review existing documents provided by others (e.g. as-builts)
5. Identify utility casings to be adjusted
6. Field walk the project site to locate possible dig-outs or areas of additional grinding due to pavement failure.
7. Field measure areas and identify on aerial basemap
8. Prepare detail for digouts
9. Prepare Quantities Notebook

10. Consultant will provide supporting documentation for Section 106 and ESA.
11. Prepare Design Notebook

Deliverables:

- Supporting documentation for Section 106 and ESA

Task 300	Construction Documents
-----------------	-------------------------------

Task Description:

1. Prepare 100% Plan Sheets
2. Prepare 100% Details
3. Prepare 100% Striping Plan
4. Prepare 100% Work Zone Traffic Control Plan
5. Prepare 100% Specifications / Special Provisions
6. Finalize Quantities Notebook
7. QA/QC Review of final quantities
8. Prepare 100% Engineers Estimate
9. Prepare Bid Item Document form
10. Finalize Design Notebook
11. QA/QC Review final plans
12. Submit 100% Plans and respond to City's questions.
13. City to submit 100% Plans to WSDOT. The Consultant will respond to WSDOT's questions.
14. Bid support. This consists of preparing addendums, attending bid opening, evaluation of bids for award (review for accuracy, unbalancing of bid items, tabulations, review of DBE goals if any, review bids, checking on Disbarment, preparing letter to the SWR Local programs Engineer to obtain concurrence to award, etc.

Deliverables:

- Bid Documents (100% Plans, Specifications, and Estimate)

END SCOPE OF WORK

Task 400 Construction Contract Administration, Record Drawings (not currently in Scope of Work)
--

Construction contract administration and observation services Scope of Work will be negotiated as a supplement to this Scope of Work.

Prepared by: Michael Horton, PE June 3, 2019

Reviewed by: Thomas E. Skillings, PE June 3, 2019

**EXHIBIT B-1
CONSULTANT COST COMPUTATION – MAN-HOURS**

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVENUE RESURFACING PROJECT		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENVIRONMENTAL	ENGINEER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION						
100	PROJECT						
1	Prepare a Project Management Plan.	1	8				
2	Prepare a schedule with updates.	1	4				
3	Provide month invoices and earned value reports.	3	5				8
4	Provide project update reports and memoranda.		2				
5	QA/QC.	8				4	
6	Design staff meeting.		8			8	
7	Meetings with City.		8				
8	Assist the City by preparing required WSDOT Local Agency paperwork such as the Local Agency Agreement Supplement.		4	32			
9	Local Programs coordination.		8				
200	DESIGN AND ENVIRONMENTAL SUPPORT						
1	Call for locates, paint locate limits onsite.					4	
2	Prepare base map.		2			16	
3	Coordinate with affected utility companies.		8				
4	Review existing documents provided by others (e.g., as-builts).		2				
5	Identify utility casings to be adjusted.		1			8	
6	Field walk the project site to locate possible dig-outs or areas of additional grinding due to pavement failure.		8			8	
7	Field measure areas and identify on aerial base map.		8			8	
8	Prepare detail for dig-outs.		1			4	
9	Prepare Quantities Notebook.		2			8	
10	Prepare NEPA Categorical Exclusions documents for City Review and City submittal to WSDOT.		4		16		
11	Prepare Design Notebook.		1			2	
300	CONSTRUCTION DOCUMENTS						
1	Prepare 100% Plan Sheets.		2			40	
2	Prepare 100% Details.		1			8	

PROJECT NO. 19102 CITY OF CHEHALIS NE KRESKY AVENUE RESURFACING PROJECT		PRINCIPAL-IN-CHARGE	SENIOR PROJECT MANAGER	SENIOR PROJECT ENGINEER	ENVIRONMENTAL	ENGINEER	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION						
3	Prepare 100% Striping Plan.		1			8	
4	Prepare 100% Work Zone Traffic Control Plan.		3			24	
5	Prepare 100% Specifications/Special Provisions.		2			16	
6	Finalize Quantities Notebook.		1			8	
7	QA/QC review of final quantities.		2				
8	Prepare 100% Engineer's Estimate of Probable Cost to Construct.		1			8	
9	Prepare Bid Items Document form.		1			2	
10	Finalize Design Notebook.		1			2	
11	QA/QC Review final plans.	8					
12	Submit 100% Plans and respond to City's questions.		4			4	
13	City to submit 100% Plans to WSDOT. The Consultant will respond to WSDOT's questions.		2			8	
14	Bid support. This consists of preparing addendums, attending bid opening, evaluation of bids for award (review for accuracy, unbalancing of bid items, tabulations, review of DBE goals if any, review bids, checking on Disbarment, prepare letter to the SWR Local Programs Engineer to obtain concurrence to award, etc.	1	16			8	
	HOURS PER DISCIPLINE	22	121	32	16	206	8

**EXHIBIT B-2
CONSULTANT COST COMPUTATION – SUMMARY**

NEGOTIATED HOURLY RATE (NHR):					
<u>Classification</u>	<u>Man Hours</u>	<u>X</u>	<u>Rate</u>	<u>=</u>	<u>Cost</u>
PRINCIPAL-IN-CHARGE	22	x	\$233.89	=	\$5,145.51
SENIOR PROJECT MANAGER	121	x	\$219.04	=	\$26,503.45
SENIOR PROJECT ENGINEER	32	x	\$191.56	=	\$6,130.06
ENVIRONMENTAL ENGINEER	16	x	\$118.80	=	\$1,900.79
PROJECT ADMINISTRATOR	8	x	\$115.83	=	\$926.64
Total Hours =	405				Total NHR = \$65,079.16
REIMBURSABLES:					
Mileage	528	x	\$0.580	=	\$306.24
Miscellaneous Expenses	\$558.50	x	10%	=	\$614.35
					Total Expenses = \$920.59
SUBCONSULTANT COST (See Exhibit E):					
					Total Subconsultants = \$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
					Sub Total = \$65,999.75
MANAGEMENT RESERVE FUND:					
	SUB TOTAL = \$65,999.75	x	0%	=	MRF = \$0.00
GRAND TOTAL					
					GRAND TOTAL = \$66,000
PREPARED BY: Mike Horton, PE					
DATE: 06/03/2019					
REVIEWED BY: Thomas E. Skillings, PE					
DATE: 06/03/2019					

**EXHIBIT B-3
CONSULTANT COST COMPUTATION – EXPENSES**

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photo Copies - Blk & White	Each	500	\$0.10	\$50.00
6	Photo Copies - Color	Each	50	\$0.35	\$17.50
7	Half Sized Prints	Each	100	\$0.50	\$50.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	2	\$250.00	\$440.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	Traffic Control	Estimated			\$0.00
	Total Miscellaneous Expenses				\$558.50
	Mileage	Per Mile	528	0.580	\$306.24
	Total Expenses				\$864.74
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips	8.00		
3	Mileage	Estimated miles	528.00		
4	Lodging				
5	Per Diem-Meal				
6	Photo Copies - Blk & White	Estimated			
7	Photo Copies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: TES			Date:	6/3/2019	

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent J. Lougheed, P.E., Community Development Director
Hillary Hoke, Planning and Building Manger

MEETING OF: June 10, 2019

SUBJECT: Resolution No. 8-2019, First and Final Reading – Setting a Public Hearing
Regarding Petition to Vacate Right-of-Way on NW North Street

ISSUE

It is proposed that the City Council set a public hearing for Monday, July 22, 2019 at 5:00 pm to receive comment regarding a petition to vacate a portion of NW North Street consistent with the process established by the Revised Code of Washington and the Chehalis Municipal Code.

PROPOSED RIGHT-OF-WAY VACATION

The City has received a petition to vacate right-of-way at the end of NW North Street and abutting BNSF Railroad right-of-way. The proposed right-of-way vacation petition was submitted on March 1, 2019, by Richard Graham (Exhibit A). The proposed vacation area is 50' wide and 15' in depth, and abuts the petitioner's property at the end of NW North Street. After initial staff and city manager review, an alternative proposal to vacate the entire ROW depth of 45' was suggested to Mr. Graham. He elected to leave the application as submitted and is only interested in vacating the 15' that abuts his property.

The current proposal would vacate the northern 15' of NW North Street that abuts the Graham's property. The southern 15' that abuts the Wildhaber's property was vacated in 1989. The original ROW was 60' wide. The current ROW is 45' due to the previously approved vacation. If the ROW vacation is granted, the new ROW width would be 30' on a dead-end street. As a result, there would be no room to turn around without encroaching on someone's private property if the ROW vacation is ultimately approved.

The vacation process requires a resolution establishing a date and time for public hearing. Once the public hearing date is set, surrounding property owners and agencies potentially impacted by the vacation will be notified and given an opportunity to submit comments (Exhibit B). The purpose of this item is to set the time and place for the public hearing. The details surrounding the proposed right-of-way vacation and related history will be discussed at that time.

FISCAL IMPACT

There is no fiscal impact associated with the setting of the public hearing date.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 8-2019 on first reading establishing the public hearing regarding the proposed Right-of-Way vacation for 5:00 pm. Monday, July 22, 2019 in City Council Chambers.

SUGGESTED MOTION

I move the City Council adopt Resolution No. 8-2019 on first reading.

RESOLUTION NO. 8-2019

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, SETTING A PUBLIC HEARING DATE
FOR A PETITION FOR VACATION OF RIGHT-OF-WAY
OF NW NORTH STREET.**

WHEREAS, the City of Chehalis has received a Petition for Right-of-Way Vacation for a portion of NW North Street located in the city limits of Chehalis described herein in Exhibit A, and

WHEREAS, pursuant to RCW 35.79.010 and CMC 12.32.010, the City Council shall fix a time when the petition shall be heard, which time shall not be more than 60 days nor less than 20 days after the date of passage of such resolution.

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO
RESOLVE AS FOLLOWS:**

Section 1. The Chehalis City Council will conduct a public hearing at the regularly scheduled City Council meeting on July 22, 2019, at 5:00 PM, to consider the Petition for Right-of-Way Vacation for a portion of NW North Street that abuts railroad right-of-way and the petitioner's property, described herein in Exhibit A.

Section 2. The required public hearing notice, attached hereto as Exhibit B, shall be published in the legal newspaper of general circulation, mailed to adjacent property owners and distributed to other interested parties a minimum of ten (10) days prior to the hearing date.

ADOPTED by the City Council of the City of Chehalis, Washington and **APPROVED** by its Mayor, at a regularly scheduled meeting thereof this ____ day of _____, 2019.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

Exhibit A

Form 1(3/23/2017)

Permit Application

Submit this form and any required attachments to:

City of Chehalis
Community Development Department
1321 S. MARKET BLVD.
CHEHALIS WA 98532
(360) 345-2229

APPLICANT FILL OUT AND SIGN UPPER SECTION:

JOB ADDRESS: 003897000000

APPLICANT:

NAME: RICHARD A. GRAHAM
ADDRESS: 310 SE. VALLEY VIEW WAY
CITY/ST/ZIP: CHEHALIS WA. 98532
PHONE#: 360-748-1812
EMAIL: MRGRAHAM@COMPRISE.COM

PROPERTY OWNER (Same as Applicant? Yes [X] No [])

NAME:
ADDRESS:
CITY/ST/ZIP:
PHONE#:
EMAIL:

CONTACT PERSON (Same as Applicant? Yes [X] No [])

COMPANY NAME:
NAME:
ADDRESS:
CITY/STATE/ZIP:
PHONE #:
EMAIL:

CONTRACTOR (Same as Property Owner? Yes [X] No [])

COMPANY:
CONTRACTOR REGISTRATION #:
ADDRESS:
CITY/STATE/ZIP:
PHONE #:
EMAIL:

DETAILED PROJECT DESCRIPTION:

REQUESTING VACATION OF 15' OF CITY RIGHT OF WAY AT N.W. NORTH ST.

PROJECT VALUE:

Verbal comments made during discovery are not binding. Only the plan(s) submitted will be reviewed for compliance with applicable codes. By signing below, I grant permission for City of Chehalis employees to enter and remain on the property for the purpose of review and approval of this proposal and to conduct inspections related to this proposal.

Signature: Richard A. Graham
Date: 3/1/2019
Name (print): RICHARD A. GRAHAM
Telephone #: 360-748-1812

OFFICE USE ONLY:

Date Received: MAR 01 2019 By: [Signature] Date Reviewed: By:
Parcel #: 003897000000 Zoning: IL/CG Flood Zone: NO
Permit #: VAC 19 001

CITY OF CHEHALIS

PETITION FOR RIGHT-OF-WAY VACATION

PETITION CONTACT Name: RICHARD GRAHAM
 Address: 310 SE VALLEY VIEW WAY
CHEHALIS, WA. 98532
 Phone: (360) 748-1812 HOME -- (360) 266-7272 CELL

We the undersigned property owner(s) with land abutting the public right-of-way in Chehalis, identified in the legal description below, do hereby petition the city to vacate said right-of-way in accordance with the city's Standard Operating Procedure for Vacation and do agree to compensate the city for the vacated land, as provided in RCW 35.79.030.

Property Address	Property Owner(s)	
	Print	Sign
<u>0 N.W. NORTH ST.</u>	<u>RICHARD GRAHAM</u>	<u>Richard Graham</u>

Legal description of right-of-way to be vacated, as prepared by licensed land surveyor or other qualified professional:
SEE ATTACHED LEGAL DESCRIPTION

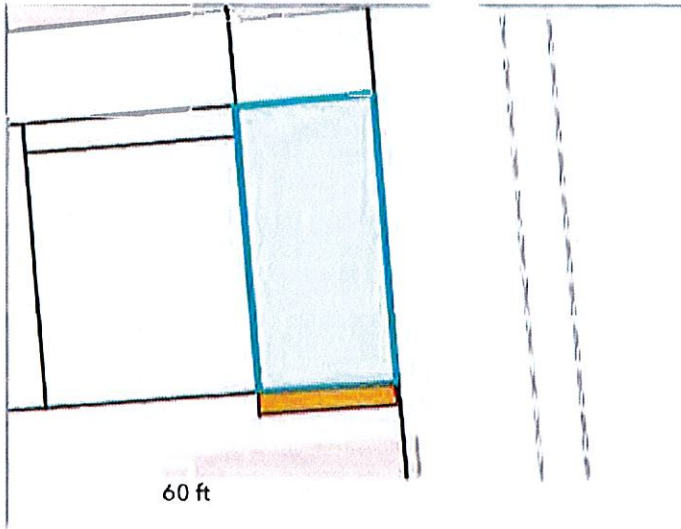
Total area of right-of-way to be vacated: 750 square feet
 Total properties petitioning for vacation: 1 Total properties abutting right-of-way to be vacated: 1
 Ratio of properties petitioning vs. total properties: 1/1
 (Note: A minimum 2/3 ratio of abutting property owners must petition for vacation before it will be considered.)

Attach map of right-of-way being petitioned for vacation and surrounding area, including identification of all streets, alleys, and abutting property owners.

Please submit this completed petition with attachments to: Development Review Committee
 (Attach additional sheets if necessary)

1321 S. Market Blvd.
 Chehalis, WA 98532
 phone 360.345.2229

date received
MAR 01 2019 *AK*



Address 0 NW North St, Chehalis
 Parcel Number **003697000000**
 Owner Graham, Richard A & Mary L
 Account # 2185765

Assessed Value
 \$60,000

Taxes Owed
 Taxes Current

General Information

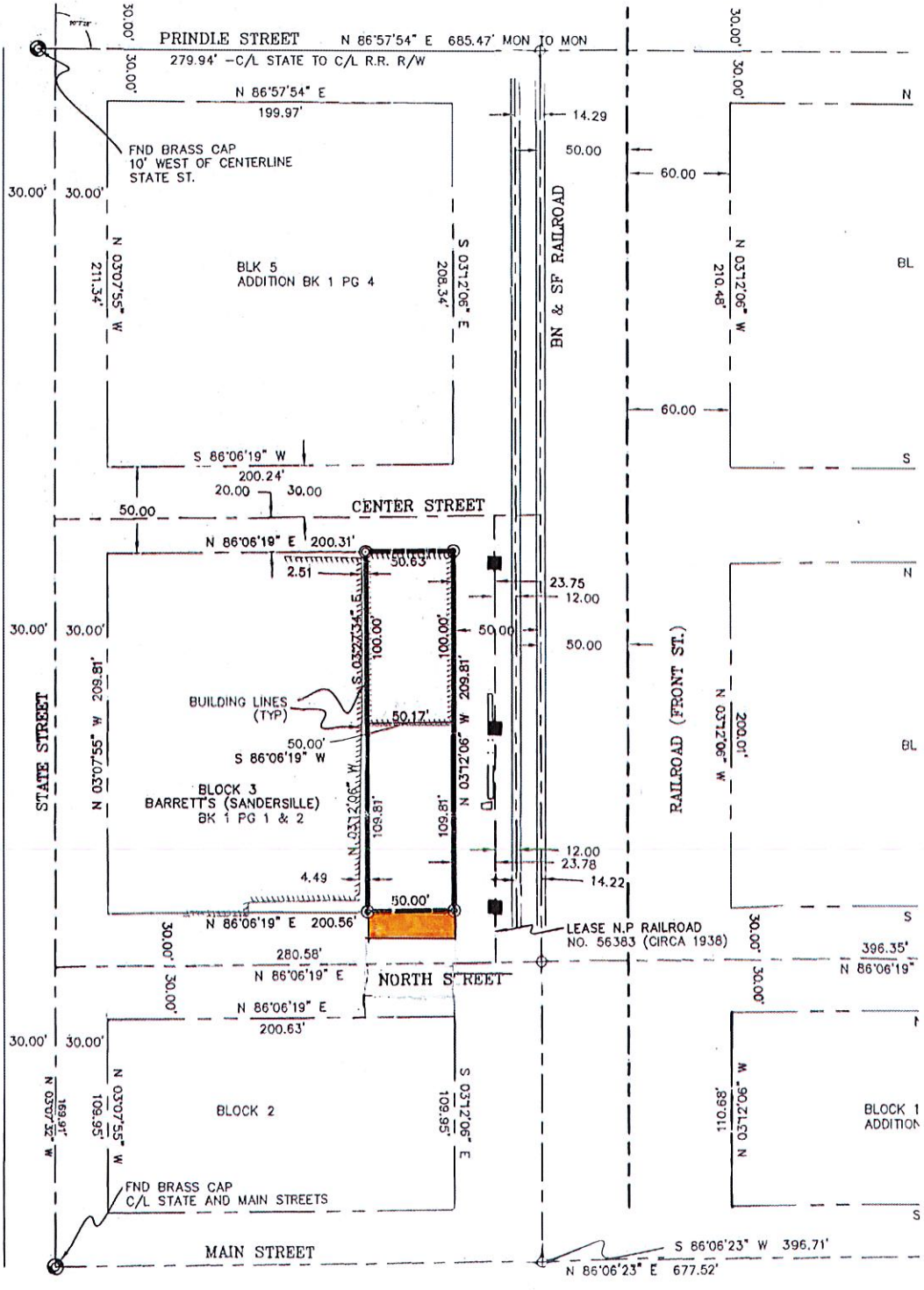
Parcel Number 003697000000
 Address 0 NW North St, Chehalis
 Use Code 46 Trans - Parking
 T.C.A. (Tax Code Area) 020
 Current Use No
 Total Acres 0.110

Owner Graham, Richard A & Mary L.
 310 SE Valley View Way
 Chehalis, WA 98532
 Tax Payer Graham, Richard A & Mary L.
 310 SE Valley View Way
 Chehalis, WA 98532
 Partial Legal Description Section 31 Township 14N Range
 02W SE 50'X100' BLK 3
 BARRETT'S ADD

Vacation of the north 15.00 feet of a Portion of North Street adjoining the East 50.00 feet of Block 3 of Barrett's Addition to Chehalis as recorded in Book 1 at page 1 & 2, records of Lewis County, Washington, described, beginning at the southeast corner of said Block 3; thence South $03^{\circ}12'06''$ East 15.00 feet; thence South $86^{\circ}06'19''$ West 50.00 feet, parallel with the south line of said Block 3; thence North $03^{\circ}12'06''$ West 15.00 feet, to the south line of said Block 3; thence North $86^{\circ}06'19''$ East 50.00 feet along the south line thereof to the Point of Beginning.



MAR 01 2019 *PK*



SURVEYOR'S NOTES:

DURING THE COURSE OF THIS SURVEY NO EVIDENCE OF EASEMENTS WAS FOUND OTHER THAN THOSE DISCLOSED ON THE FACE OF THIS P CONDUCTED TO MEET OR EXCEED A LINEAR TOLERANCE OF 1 PART IN 5000 OR +/- 0.05' FOR DISTANCES SHORTER THAN 250 FEET. BE SHOWN HEREON REPRESENT COMPUTED COURSES FOR MATHEMATICAL CLOSURE.
 THIS SURVEY WAS PERFORMED WITH A LEICA 1203 TOTAL STATION USING CONVENTIONAL GROUND TRAVERSE METHODS. IN ADDITION WE U FREQUENCY RECEIVERS TO ESTABLISH REDUNDANT BASELINES TO CONTROL THE SURVEY MEASUREMENTS.
 THIS SURVEY WAS CONDUCTED WITH PERSONNEL, METHODS AND EQUIPMENT TO MEET OR EXCEED THE REQUIREMENTS OF W.A.C. 332-130- FORESIGHT SURVEYING INC. MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE SUCH AS: ACQUIESCENCE, ESTOPPEL, ADVERSE

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____
 20____ AT _____ M. IN BOOK _____ OF _____
 _____ AT PAGE _____ AT THE
 REQUEST OF FORESIGHT SURVEYING, INC.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF:

JEFF GRAHAM

Jeff Graham
 Signed: Kenneth L. Frazier, R.L.S.

Exhibit B

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Chehalis City Council will take testimony regarding a Petition to Vacate Right-of-Way on NW North Street. The public hearing will be held at the Chehalis City Hall, Council Chambers, 350 N. Market Blvd., Chehalis, WA, at a regularly scheduled City Council meeting on July 22, 2019, at 5:00 PM.

File #: VAC-19-001

Applicant: Richard Graham

Proposal: Vacate the northern 15' of NW North Street that abuts the southern property line of the petitioner's parcel.

Location: NW North Street and Railroad ROW tax parcel #003697-000-000

Permits Required: Petition for Right-of-Way Vacation

Anyone wishing to comment on this application may do so in writing to the Chehalis Community Development Office, 1321 S Market Blvd., Chehalis, WA 98532, at least one day prior to the hearing date, or submit written or oral statements at the hearing. Testimony presented at the hearing shall relate to the specific application referenced above and must contain factual statements. Copies of the application and any related documents may be reviewed during regular business hours at the Chehalis Community Development Office, 1321 S. Market Blvd., Chehalis WA, 360-345-2229. A copy of the application can be e-mailed upon request to comdev@ci.chehalis.wa.us. In all correspondence, please refer to the file number.

Any action taken on this application may be subject to appeal under the provisions of CMC 17.09.150.H. Appeals shall be filed with Lewis County Superior Court as specified by the court.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Ken Cardinale, Fire Chief

MEETING OF: June 10, 2019

SUBJECT: Professional Services Agreement with Dr. Peter McCahill to Provide Lewis County Medical Program Director Services

ISSUE

Professional Services Agreement with Dr. Peter McCahill for Medical Program Director services for Lewis County fire agencies.

INTRODUCTION

The Chehalis Fire Department provides Emergency Medical Services to City of Chehalis residents and visitors. The Fire Department is able to provide these services through the Washington Administrative Code (WAC) and Revised Code of Washington (RCW) regulations. For the Chehalis Fire Department and all the other fire districts to provide EMS services they must have a Medical Program Director (MPD) pursuant to WAC 246-976-920 and RCWs 18.73.081, 18.71.205, 84.52.069, and 18.71.212. The MPD:

- Oversees, monitors, regulates, and sets standards for continuing education requirements of EMT-1 and EMT-2 personnel;
- Sets protocols and approves medications that can be administered to patients in the field; and
- Sets and approves the level of emergency medical services provided to the citizens of the city and county.

The Washington State Department of Health states than any governmental or private agency must have an MPD to provide emergency medical services.

PROPOSED COST SHARING AGREEMENT

For several decades, Dr. Patrick O'Neil served as the MPD. Upon his retirement last year, the Lewis County Fire Chief Association EMS Council conducted a recruitment to replace Dr. O'Neil. The EMS Council interview board unanimously approved Dr. Peter McCahill to replace Dr. O'Neil as the Medical Program Director (MPD).

Attached is a Professional Services Agreement between the City of Chehalis and Dr. McCahill. However, all the Lewis County Fire Districts also share in this cost for the MPD as seen in the attachments. The cost for the MPD position is shared between the City of Chehalis, RFA, AMR, and all the Lewis County Fire Districts. The agreement is for a one year and would become effective June 1, 2019. The agreement may be terminated by either party upon a 90 days' notice.

FISCAL IMPACT

The fiscal impact is \$5,000, which was not budgeted for in 2019, due to the fact that this fee was raised after the 2019 budget process. The 2019 Budget would need to be amended to reflect this general fund expenditure.

The position of MPD has always be compensated with the exception of the period from 2007 through 2018, which is reflected in the attachments. In 2007, Dr. O'Neil chose to forego his annual fees due to the economic downturn, which placed hardships on all the fire agencies. He chose to sacrifice his annual fee for his remaining term which ended at the end of 2018.

The position requires a tremendous amount of travel to interact with all EMT personnel in the Chehalis Fire Department and all EMTs/Paramedics with Lewis County Fire Districts. In addition, the MPD must spend many hours each month in training, reviewing Patient Care Reports (PCR), and meetings.

RECOMMENDATION

It is recommended that the City Council approve the Professional Service Agreement with Dr. Peter McCahill for Lewis County Medical Program Director services and authorize the City Manager to execute the agreement and

SUGGESTED MOTION

I move that the City Council approve the Professional Service Agreement with Dr. Peter McCahill for Lewis County Medical Program Director services and authorize the City Manager to execute the agreement.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between the City of Chehalis, Washington, a municipal corporation, hereafter referred to as "City," and Dr. Peter McCahill, the Physician approved by Washington State Department of Health to serve as the Lewis County Medical Program Director, hereafter referred to as "MPD".

WHEREAS, City, in compliance with RCW and WAC, finds it desirable to contract for MPD professional services with Dr. Peter McCahill; and

WHEREAS, the MPD has been Duly appointed by WA DOH, is qualified, willing and able to provide and perform the services described in this agreement; and

WHEREAS; the EMS provider agency City, shall appoint and maintain a Medical Services Officer to serve as the primary point of contact for the MPD; and

WHEREAS; the said services to be performed by the MPD are on a year to year basis; and

NOW THEREFORE, in consideration of mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective parties thereto, and other good consideration, it is mutually agreed as follows:

SCOPE OF WORK. The services to be provided shall include, but not be limited to:

WAC 246-976-920 – complete text

- (1) Qualifications - Applicants for certification as a medical program director (MPD) must:
 - (a) Hold and maintain a current and valid license to practice medicine and surgery under chapter 18.71 RCW or osteopathic medicine and surgery under chapter 18.57 RCW; and
 - (b) Be qualified and knowledgeable in the administration and management of emergency medical care and services; and
 - (c) Complete a medical director training course approved by the department; and
 - (d) Be recommended for certification by the local medical community and local emergency medical services and trauma care council.
- (2) The certified MPD must:
 - (a) Provide medical control and direction of EMS certified personnel in their medical duties. This is done by oral or written communication;

- (b) Develop and adopt written prehospital patient care protocols to direct EMS certified personnel in patient care. These protocols may not conflict with regional patient care procedures. Protocols may not exceed the authorized care of the certified prehospital personnel as described in WAC 246-976-182;
- (c) Establish policies for storing, dispensing, and administering controlled substances. Policies must be in accordance with state and federal regulations and guidelines;
- (d) Participate with local and regional EMS/TC councils to develop and revise:
 - (i) Regional patient care procedures;
 - (ii) County operating procedures when applicable. COPS do not conflict with regional patient care procedures; and
 - (iii) Participate with the local and regional EMS/TC councils to develop and revise regional plans;
- (e) Work within the parameters of the approved regional patient care procedures and the regional plan;
- (f) Supervise training of all EMS certified personnel;
- (g) Develop protocols for special training described in WAC 246-976-023(4);
- (h) Periodically audit the medical care performance of EMS certified personnel;

1. DURATION OF AGREEMENT.

- a. The agreement shall take effect June 1, 2019 and shall terminate upon agreement of the parties.
- b. This agreement may be terminated by either party upon giving 90 days' notice.

2. COMPENSATION.

City, agrees to pay the MPD \$5,000 per year. This may be paid on an annual or quarterly basis.

3. INDEPENDENT CONTRACTOR.

The MPD and City, agree that the MPD is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The MPD shall not be entitled to any benefits accorded employees by virtue of the services provided under this agreement. City, shall not be responsible for withholding or otherwise deducting federal income tax or social security or for

contributing to the state industrial insurance program, or otherwise assuming the duties of an employer.

4. ASSIGNMENT.

This Agreement is personal to the parties hereto, and no part of it may be assigned or transferred to any third party without the others written consent.

City of Chehalis, Washington

Dr. Peter McCahill

Agency

By _____

Date _____

Date _____

REFERENCES in Revised Code of Washington and Washington Administrative Code

RCW 18.73.081

RCW 18.71.205

RCW 84.52.069 (5)

Under RCW 18.71.212 and WAC 246-976-920 duties defined

Physician Advisor – Medical Program Director Programs

Goal = \$90,000.00 (includes professional service fee, mileage reimbursement, clerical support)

<u>Physician Advisor Fees</u>		<u>Advanced Life Support Agencies</u>		
Agency	present rate	proposed rate	increase	total
LCFD 6	\$9,000.00	\$10,000.00	\$1,000.00	\$10,000.00
Medic 1	\$9,000.00	\$10,000.00	\$1,000.00	\$10,000.00
RFA	\$9,000.00	\$15,000.00	\$6,000.00	\$15,000.00
AMR	(AMR contracts with a different physician)			N/A
Sub totals	\$27,000.00	\$35,000.00	\$8,000.00	\$35,000.00

<u>Medical Program Director Fees</u>		<u>Advanced Life Support Agencies and Municipal Fire Dept.</u>		
Agency	present rate	proposed rate	increase	total
LCFD 6	N/A	\$5,000.00	\$5,000.00	\$5,000.00
Medic 1	N/A	\$5,000.00	\$5,000.00	\$5,000.00
Chehalis FD	N/A	\$5,000.00	\$5,000.00	\$5,000.00
RFA	N/A	\$10,000.00	\$10,000.00	\$10,000.00
AMR	N/A	\$10,000.00	\$10,000.00	\$10,000.00
Sub totals	\$0	\$35,000.00	\$35,000.00	\$35,000.00

Combined Program Values

	Present rate	Proposed rate	increase	total
Totals	\$27,000.00	\$70,000.00	\$43,000.00	\$70,000.00

Funding Gap to be filled by 14 Fire Districts **\$20,000.00**
(See next page)

MPD Fee based on \$500 base fee plus polulation of the Fire Districts

District	Population	% of County Population	Base fee	Population fee	Total fee
1	3,233	0.0894	\$500.00	\$1,161.92	\$1,661.92
2	4,154	0.1148	\$500.00	\$1,492.92	\$1,992.92
3	2,337	0.0646	\$500.00	\$839.90	\$1,339.90
4	978	0.0270	\$500.00	\$351.49	\$851.49
5	8,254	0.2282	\$500.00	\$2,966.44	\$3,466.44
8	4,215	0.1165	\$500.00	\$1,514.85	\$2,014.85
9	590	0.0163	\$500.00	\$212.04	\$712.04
10	1,403	0.0388	\$500.00	\$504.23	\$1,004.23
11	958	0.0265	\$500.00	\$344.30	\$844.30
13	837	0.0231	\$500.00	\$300.81	\$800.81
14	1,825	0.0505	\$500.00	\$655.89	\$1,155.89
15	5,506	0.1522	\$500.00	\$1,978.82	\$2,478.82
16	940	0.0260	\$500.00	\$337.83	\$837.83
18	942	0.0260	\$500.00	\$338.55	\$838.55
20	1969	0.0544	\$500.00	\$707.65	\$1,207.65
			\$7,000.00	\$13,000.00	\$20,000.00
	36,172	1.0000			

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Caryn Foley, City Clerk

MEETING OF: June 10, 2018

SUBJECT: Appoint City Manager Jill Anderson as the City's Voting Delegate to the 2019 AWC Annual Business Meeting

ISSUE

The annual business meeting of the Association of Washington Cities (AWC) will be held at the annual conference in Yakima on June 27. In order to have a vote at the annual business meeting, the City Council is required to appoint a voting delegate(s). Mayor Dawes and City Manager Anderson are attending the conference. Mayor Dawes does not plan to attend the business meeting, but City Manager Anderson plans to attend.

DISCUSSION

The 2019 AWC annual business meeting is scheduled for June 27 in conjunction with AWC's annual conference. AWC bylaws allow each city to appoint up to three voting delegates. Voting delegates have the opportunity to influence the operations of AWC by:

- Electing the members of the AWC Board of Directors
- Engaging on issues that impact cities; and
- Considering bylaw amendments

It is proposed that that the City Council appoint Jill Anderson as the city's voting delegate to the 2019 AWC annual business meeting.

FISCAL IMPACT

There is no fiscal impact associated with the appointments.

RECOMMENDATION

It is recommended that the City Council appoint Jill Anderson as the city's voting delegate to the 2019 AWC annual business meeting.

SUGGESTED MOTION

I move that the City Council appoint Jill Anderson as the city's voting delegate to the 2019 AWC annual business meeting.

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Trent Loughheed, Community Development Director
Caryn Foley, City Clerk

MEETING OF: June 10, 2019

SUBJECT: Ordinance No. 998-B, First Reading – Granting a Non-exclusive Franchise to Puget Sound Energy

ISSUE

The current franchise agreement with Puget Sound Energy, Inc., expired December 13, 2012.

DISCUSSION

The City entered into a franchise agreement with Washington Natural Gas in December 1987 by passage of Ordinance No. 374-B to construct, install, maintain, repair, renew and operate a natural gas distribution system and accessories. The agreement provided for a term of 25 years which expired in December 2012. During the term of the agreement Washington Natural Gas was acquired by Puget Sound Energy, Inc.

The administration has been working with Puget Sound Energy Inc., to update the agreement. Changes include:

- General grammatical corrections, and updated formatting and contact information.
- Updated insurance language.
- A 15-year term with an additional 5-year term at the sole discretion of the City Council upon written request of PSE.

The agreement has been reviewed by the City Attorney and the Washington Cities Insurance Authority. The ordinance will be presented for second and final reading during the June 24 regular City Council meeting.

FISCAL IMPACT

There is no fiscal impact. Pursuant to RCW 35.21.860, the city may not impose a franchise fee; however, the city may recover actual administrative expenses from PSE, such as the expense of publishing the ordinance in its entirety.

RECOMMENDATION

It is recommended that the City Council pass Ordinance No. 998-B on first reading.

SUGGESTED MOTION

I move that City Council pass Ordinance No. 998-B on first reading.

ORDINANCE NO. 998-B

AN ORDINANCE GRANTING PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO SET, ERECT, LAY, CONSTRUCT, EXTEND, SUPPORT, ATTACH, CONNECT, MAINTAIN, REPAIR, REPLACE, ENLARGE, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, ACROSS AND THROUGH THE FRANCHISE AREA TO PROVIDE FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF GAS AND SUCH OTHER SERVICES AS MAY BE PROVIDED BY SUCH FACILITIES.

THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions.

Where used in this franchise (the "Franchise") the following terms shall mean:

1.1 "PSE" means Puget Sound Energy, Inc., a Washington corporation, and its successors and assigns.

1.2 "City" means the City of Chehalis, a code city of the State of Washington, and its successors and assigns.

1.3 "Franchise Area" means any, every and all of the City-owned roads, streets, avenues, alleys, and highways of the City as now laid out, platted, dedicated or improved; and any, every and all City-owned roads, streets, avenues, alleys, and highways that may hereafter be laid out, platted, dedicated or improved within the present limits of the City and as such limits may be hereafter extended.

1.4 "Facilities" means, collectively, any and all natural gas distribution systems, including but not limited to, gas pipes, pipelines, mains, laterals, conduits, feeders, regulators, valves, meters, meter-reading devices, fixtures and communication systems; and any and all other equipment, appliances, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing, whether the same be located over or under ground.

1.5 "Ordinance" means Ordinance No. 998-B, which sets forth the terms and conditions of this Franchise.

1.6 "Public Improvement" means any capital improvement or repair within the Franchise Area that is undertaken by or on behalf of the City and is funded by the City, either directly with its own funds or with other monies obtained by the City.

Section 2. Facilities Within Franchise Area.

2.1 The City does hereby grant to PSE the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and gas services.

2.2 This Franchise shall not convey any right to PSE to install Facilities on or to otherwise use City-owned or leased properties or easements outside the Franchise Area. Likewise, this Franchise shall not govern or apply to Facilities located on PSE-owned or leased properties or easements (whether inside or outside of the Franchise Area, whether granted by a private or public entity, and whether now existing or hereafter acquired) and such Facilities are not, and will not be deemed to be, located pursuant to rights derived from this Franchise or pursuant to rights otherwise granted by the City.

2.3 Existing Facilities installed or maintained by PSE in accordance with prior franchise agreements on public grounds and places within the City (but which are not a part of the Franchise Area as defined by this Franchise) may be maintained, repaired and operated by PSE at the location where such Facilities exist as of the effective date of this Franchise for the term of this Franchise; provided, however, that no such Facilities may be enlarged, improved or expanded without the prior review and approval of the City pursuant to the provisions of any applicable City codes, ordinances, regulations, standards, procedures and/or permits, as now exist or as may be hereafter amended or superseded, provided that such provisions are not in conflict or inconsistent with the express terms and conditions of this Franchise.

2.4 PSE specifically agrees to comply with the provisions of any applicable City codes, ordinances, regulations, standards or procedures, as from time to time amended and shall obtain all necessary permits and approvals for its activities authorized by this Franchise; provided, however, that in the event of a conflict or inconsistency between any such provisions and this Franchise, the express terms and conditions of this Franchise shall govern. The express terms and conditions of the Franchise constitute a valid and enforceable contract between the Parties.

2.5 Upon the effective date of this Ordinance and acceptance of such Ordinance and Franchise by PSE, all prior franchises between the City and PSE, or its predecessors in interest, which it has acquired for the distribution and sale of gas shall be deemed repealed.

Section 3. Noninterference of Facilities.

3.1 PSE's Facilities shall be maintained within the Franchise Area so as not to unreasonably interfere with the free passage of traffic, both vehicular and pedestrian, and in accordance with the laws of the State of Washington. PSE shall exercise its rights within the Franchise Area in accordance with applicable City codes and ordinances governing use and occupancy of the Franchise Area; provided, however, in the event of any conflict or inconsistency of such codes and ordinances with the terms and conditions of this Franchise, the terms and conditions of this Franchise shall govern and control; provided, further, nothing herein

shall be deemed to waive, prejudice or otherwise limit any right of appeal afforded PSE by such City codes and ordinances.

3.2 PSE shall provide the City, upon the City's reasonable request, copies of available drawings in use by PSE showing the location of its Facilities at specific locations within the Franchise Area. As to any such drawings so provided, PSE does not warrant the accuracy thereof and, to the extent the location of Facilities are shown, such Facilities are shown in their approximate location. Further, upon the City's reasonable request in connection with the City's design of a Public Improvement within the Franchise Area, PSE shall provide field markings of its underground Facilities within the Franchise Area, if such Facilities can be so marked with reasonable accuracy. Nothing herein is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

Section 4. Relocation of Facilities.

4.1 Whenever the City causes a Public Improvement to be undertaken within the Franchise Area, and such Public Improvement requires the relocation of PSE's then existing Facilities within the Franchise Area (for purposes other than those described in paragraph 4.2 below), the City shall:

4.1.1 provide PSE, within a reasonable time prior to the commencement of such Public Improvement, written notice requesting such relocation; and

4.1.2 provide PSE with reasonable plans and specifications for such Public Improvement.

After receipt of such notice and such plans and specifications, PSE shall relocate such Facilities within the Franchise Area at no charge to the City. If the City requires the subsequent relocation of any Facilities within five (5) years, the five (5) year time period shall be calculated starting from the most recent date of relocation of such Facilities pursuant to this Section 4.1, the City shall bear the entire cost of such subsequent relocation.

4.2 Whenever (i) any public entity not a party to this Ordinance or private development within the Franchise Area, other than a Public Improvement, requires the relocation of PSE's Facilities within the Franchise Area to accommodate such development; or (ii) the City requires the relocation of PSE's Facilities within the Franchise Area for the sole benefit of any person or entity other than the City, then in such event, PSE shall have the right as a condition of such relocation, to require such developer, person or entity to make payment to PSE, at a time and upon terms acceptable to PSE, for any and all costs and expenses incurred by PSE in the relocation of PSE's Facilities.

4.3 Any condition or requirement imposed by the City upon any person or entity, other than PSE, that requires the relocation of PSE's Facilities shall be a required relocation for purposes of paragraph 4.2 above (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits for zoning, land use, construction or development).

4.4 Nothing in this Section 4 "Relocation of Facilities" shall require PSE to bear any cost or expense in connection with the location or relocation of any Facilities then existing pursuant to easement or such other rights not derived from this Franchise.

Section 5. Restoration/Removal Obligations.

5.1 PSE shall, after installation, construction, relocation, maintenance, removal or repair of any of PSE's Facilities within the Franchise Area, restore the surface area of the Franchise Area and any other City property within the Franchise Area which may be disturbed or damaged by such work, to at least the same condition as it was immediately prior to any such work. The City shall have final approval of the condition of the Franchise Area after restoration pursuant to the provisions of applicable City codes, ordinances, regulations, standards and procedures, as now exist or as may be hereafter amended or adopted, provided that such provisions are not in conflict or inconsistent with the express terms and conditions of this Franchise.

5.2 Before undertaking any of the work authorized by this Franchise, PSE shall furnish a bond executed by PSE and a corporate surety authorized to do surety business in the State of Washington in a sum to be mutually agreed upon by PSE and the City. PSE may meet the obligations of this Section with one or more bonds acceptable to the City. In lieu of a separate bond for routine individual projects involving work in the Franchise Area, PSE may satisfy the City's bond requirements under this Section by posting a single on-going performance bond; provided that PSE provides written notice prior to December 31 each year confirming that such bond is in place for the following calendar year. In the event that a bond issued pursuant to this Section is canceled by the surety, PSE shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section.

5.3 Except as otherwise provided in this Section 5.3, in the event PSE permanently ceases use of any of its gas Facilities within the Franchise Area, PSE shall, within one hundred eighty (180) days after such permanent cessation of use, or such additional time as is agreed to between the parties, remove such Facilities at its sole cost and expense. However, with the express written consent of the City, PSE may leave such facilities in place subject to the conditions set forth in this section. Any such facilities to be left in place shall be made inert by purging all natural gas from such Facilities (including displacement of natural gas with an appropriate inert gas) and disconnecting and sealing such Facilities, all in compliance with applicable regulations and industry standards. The City's consent shall not relieve PSE of the obligation and/or costs to subsequently remove or alter such Facilities in the event the City reasonably determines that such removal or alteration is necessary or advisable for the health and safety of the public, in which case PSE shall perform such work at no cost to the City. The obligations contained in this Section 5.3 shall survive the expiration, revocation or termination of this Franchise.

5.4 In the event that PSE's work to restore the surface area or other City property under this Section 5 fails within five (5) years of PSE's completion of such work, but only to the extent such failure is caused by PSE and not by the City or any third party, PSE will repair, at its sole expense, that surface area or City property in accordance with City standards and in a manner that conforms to generally accepted customs, standards and practices in the industry.

The obligations contained in this Section 5.4 shall survive the expiration, revocation or termination of this Franchise.

Section 6. Records of Installation and Planning.

6.1 Upon the City's reasonable request, PSE shall provide to the City copies of any plans prepared by PSE for potential improvements, relocations and conversions to its Facilities within the Franchise Area; provided, however, any such plans so submitted shall be for informational purposes only and shall not obligate PSE to undertake any specific improvements within the Franchise Area, nor shall such plan be construed as a proposal to undertake any specific improvements within the Franchise Area.

6.2 Upon the City's reasonable request, PSE shall provide to the City electronic copies of available drawings in use by PSE showing the location of its Facilities at specific locations within the Franchise Area. As to any such drawings so provided, PSE does not warrant the accuracy thereof and, to the extent the locations of Facilities are shown, such Facilities are shown in their approximate location.

6.3 Upon the City's reasonable request, in connection with the design of any Public Improvement, PSE shall verify the location of its underground Facilities within the Franchise Area by excavating (e.g., pot holing) at no expense to the City. In the event PSE performs such excavation, the City shall not require any restoration of the disturbed area in excess of restoration to the same condition as existed immediately prior to the excavation.

6.4 Any drawings and/or information concerning the location of PSE's Facilities provided by PSE shall be used by the City solely for management of the Franchise Area. The City shall take all prudent steps reasonably necessary to prevent disclosure or dissemination of such drawings and/or information to any Third Party, without the prior express consent of PSE, to the extent permitted by law.

6.5 Upon the City's reasonable request, PSE will make available for review and inspection, PSE's annual maintenance, safety and inspection plans and records concerning or related to PSE's natural gas facilities located in Chehalis.

6.6 Upon the City's reasonable request, PSE will make available for review and inspection by the City or City's representatives, copies of reports or notices filed with WUTC of Federal Offices of Pipeline Safety concerning or related to the integrity or safety of PSE's natural gas Facilities located in the City of Chehalis.

6.7 Upon the City's reasonable request, PSE will provide concurrent notice to the City of any application by PSE for waiver of any state or federal gas safety rule applicable to the integrity or safety of PSE's natural gas Facilities located in the City of Chehalis.

6.8 Upon the City's reasonable request, PSE will provide updates to the City relative to its system services and delivery to the Chehalis community. Such updates to the City may include presentations of upcoming capital and ongoing system improvements.

6.9 Notwithstanding the foregoing, nothing in this Section 6 is intended (nor shall be construed) to relieve either party of their respective obligations arising under applicable law with respect to determining the location of utility facilities.

Section 7. Shared Use of Excavations.

In the event either PSE or the City shall cause excavations to be made within the Franchise Area, the party causing such excavation shall afford the other, upon receipt of a written request to do so, an opportunity to use such excavation so long as such joint use does not unreasonably delay the work of the party causing such excavation, and such joint use is arranged and accomplished upon terms and conditions reasonably satisfactory to the party causing such excavation.

Section 8. Reservation of Easement in Event of Vacation.

In the event the City vacates any portion of the Franchise Area during the term of this Franchise, the City shall, in its vacation procedure, reserve and grant an easement to PSE for PSE's Facilities within the vacated portion of the Franchise Area.

Section 9. Indemnification.

9.1 PSE shall indemnify, defend against and hold the City, its agents, officers or employees harmless from any and all claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all reasonable costs and attorneys' fees, made against the City on account of injury, harm, death or damage to any person or property, to the extent such injury, harm, death or damage is caused by the willfully tortious, or negligent acts of negligent omissions of PSE, its agents, servants, employees, contractors or subcontractors in exercising the rights granted to PSE in this Franchise.

9.2 It is further specifically and expressly understood that, solely to the extent required to enforce the indemnification provided herein, PSE waives its immunity under RCW Title 51; provided, however, the foregoing waiver shall not in any way preclude PSE from raising such immunity as a defense against any claim brought against PSE by any of its employees. This waiver has been mutually negotiated by the Parties.

9.3 In the event any claim or demand subject to this indemnification provision is presented to or filed with the City, the City shall promptly notify PSE thereof, and PSE shall have the right, at its election and at its sole cost and expense, to settle and compromise such claim or demand. In the event any suit or action is begun against the City based upon any such claim or demand, the City shall likewise promptly notify PSE thereof, and PSE shall have the right, at its election and its sole cost and expense, to settle and compromise such suit or action, or defend the same at its sole cost and expense, by attorneys of its own election.

9.4 Inspection or acceptance by the City of any work performed by PSE at the time of completion of construction shall not be grounds for avoidance of PSE's indemnification obligations. Said indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised prior to the culmination of any litigation or the institution of any litigation.

9.5 The provisions of this Section 9 shall survive the expiration, revocation or termination of this Franchise with respect to any claim, demand, suit or action for which indemnification is provided under Section 9.1 and which is based on an act or omission that occurred during the term of the Franchise.

Section 10. Insurance.

10.1 PSE shall maintain the following liability insurance coverages, insuring PSE and, as additional insureds, the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to PSE:

10.1.1 Commercial General Liability insurance to include excess/umbrella liability insurance, as necessary, with limits no less than five million dollars (\$5,000,000) per occurrence and in the aggregate and providing coverage for (a) bodily injury (including death); (b) property damage including loss of use; (c) premises-operations, (d) explosion, collapse and underground hazards (XCU), and (e) products – completed operations.

10.1.2 Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$5,000,000 for bodily injury and property damage.

10.1.3 Worker's compensation as required by the Industrial Insurance laws of the State of Washington.

10.2 The liability insurance described herein shall be maintained by PSE throughout the term of this Franchise, and such other period of time during which PSE is operating its Facilities within the Franchise Area without a franchise, or is engaged in the removal of its Facilities from the Franchise Area. Payment of deductibles and self-insured retentions shall be the sole responsibility of PSE. Coverage under this policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The City shall be named as an additional insured under PSE's Commercial General Liability insurance policy. Any insurance or self-insurance maintained by the City, its officers, officials, employees, consultants, agents, and volunteers shall be in excess of PSE's insurance or self-insurance and shall not contribute with it.

10.3 The liability insurance described herein, and any subsequent replacement policies, shall not be cancelled or materially changed so as to be out of compliance with these requirements without PSE first providing thirty (30) days written notice to the City. If the insurance is cancelled or materially altered so as to be out of compliance with the requirements of this subsection within the term of this Franchise, PSE shall provide evidence of a replacement or renewal policy(ies) prior to cancellation or material change. PSE agrees to maintain continuous uninterrupted insurance coverage, in at least the amounts required for the duration of this Franchise and, in the case of the Commercial General Liability, for at least three (3) years after expiration of the term of this Franchise. Any lapse in the required insurance coverage shall be cause for termination of this Franchise.

10.4 In lieu of the insurance requirements set forth in this Section 10, PSE may self-insure against such risks in amounts as are consistent with prudent utility practice. Upon the City's request, PSE shall provide the City with a financial statement that provides evidence of PSE's capacity to respond to claims within any self-insured retention level.

10.5 PSE's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of PSE to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

10.6 PSE shall provide evidence, such as a Self Insurance Warranty and/or Certificate of Insurance and additional insured endorsement, that it has obtained coverage as required by this Section 10 within 15 days of its acceptance of this Franchise. PSE shall provide such evidence prior to policy expiration confirming that the insurance required by this Section 10 is in place for the following policy term.

Section 11. Default.

If PSE shall fail to comply with the provisions of this Franchise, the City may serve upon PSE a written order to so comply within sixty (60) days from the date such order is received by PSE. If PSE is not in compliance with this Franchise after expiration of said sixty (60) day period, the City may, by ordinance, declare an immediate forfeiture of this Franchise; provided, however, if any failure to comply with this Franchise by PSE cannot be corrected with due diligence within said sixty (60) day period (PSE's obligation to comply and to proceed with due diligence being subject to unavoidable delays and events beyond its control), then the time within which PSE may so comply shall be extended for such time as may be reasonably necessary and so long as PSE commences promptly and diligently to effect such compliance.

Section 12. Dispute Resolution.

12.1 If there is any dispute or alleged default with respect to performance under this Franchise, the party alleging that there has been non-compliance or default (the "First Party") shall notify the other party (the "Second Party") in writing, stating with reasonable specificity the nature of the dispute or alleged default. Within seven (7) days of its receipt of such notice, the Second Party shall provide written response to the First Party that shall acknowledge receipt of such notice and state the Second Party's intentions with respect to how it will respond to such notice. The Second Party shall further have thirty (30) days (the "cure period") from its receipt of such notice to:

A. Respond to the First Party, contesting the First Party's assertion(s) as to the dispute or any alleged default and requesting a meeting in accordance with Section 12.2, or:

B. Resolve the dispute or cure the default, or;

C. Notify the First Party that the Second Party cannot resolve the dispute or cure the default within thirty (30) days, due to the nature of the dispute or alleged default. Notwithstanding such notice, the Second Party shall promptly take all reasonable steps to begin to resolve the dispute or cure the default and notify the First Party in writing and in detail as to

the actions that will be taken by the Second Party and the projected completion date. In such case, the First Party may set a meeting in accordance with Section 12.2.

12.2 If any dispute is not resolved or any alleged default is not cured or a meeting is requested or set in accordance with Section 12.1, then the First Party shall promptly schedule a meeting between itself and the Second Party to discuss the dispute or any alleged default. The First Party shall notify the Second Party of the meeting in writing and such meeting shall take place not less than ten (10) days after the Second Party's receipt of notice of the meeting. Each Party shall appoint a representative who shall attend the meeting and be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute or reach agreement on any alleged default and/or any corrective action to be taken. Any dispute (including any dispute concerning the existence of or any corrective action to be taken to cure any alleged default) that is not resolved within ten (10) days following the conclusion of the meeting shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event senior management is unable to resolve the dispute within twenty (20) days of such referral (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute or any alleged default through other legal means consistent with Section 13 of this Franchise. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

12.3 If, at the conclusion of the steps provided for in Section 12.1 and 12.2 above, the Parties are unable to settle the dispute or agree upon the existence of a default or the corrective action to be taken to cure any alleged default, either Party may:

A. Take any enforcement or corrective action provided for in City code, as from time to time amended; provided such action is not otherwise in conflict with the provisions of this Franchise, and/or;

B. Demand arbitration, pursuant to Section 13 below, for disputes arising out of or related to Sections 2, 3, 4 and 5 of this Franchise (the "Arbitrable Claims"), and/or;

C. In the case of the City, by ordinance, declare an immediate forfeiture of this Franchise for a breach of any material, non-arbitrable, obligations under this Franchise and/or;

D. Take such other action to which it is entitled under this Franchise or any applicable law.

12.4 Unless otherwise agreed by the City and PSE in writing, the City and PSE shall, as may reasonably be practicable, continue to perform their respective obligations under this Franchise during the pendency of any dispute.

Section 13. Arbitration.

13.1 The Parties agree that any dispute, controversy, or claim arising out of or relating to the Arbitrable Claims, shall be referred for resolution to the American Arbitration Association

in accordance with the rules and procedures in force at the time of the submission of a request for arbitration.

13.2 The arbitrators shall allow such discovery as is appropriate to the purposes of arbitration in accomplishing a fair, speedy and cost-effective resolution of the dispute(s). The arbitrators shall reference the Washington State Rules of Civil Procedure then in effect in setting the scope and timing of discovery. The Washington State Rules of Evidence shall apply in total. The arbitrators may enter a default decision against any Party who fails to participate in the arbitration proceedings.

13.3 The arbitrators shall have the authority to award compensatory damages, including all direct damages. Such damages may include, but shall not be limited to: all costs and expenses of materials, equipment, supplies, utilities, consumables, goods and other items; all costs and expenses of any staff; all costs and expenses of any labor (including, but not limited to, labor of any contractors and/or subcontractors); all pre-arbitration costs and expenses of consultants, attorneys, accountants, professional and other services; and all taxes, insurance, interest expenses, overhead and general administrative costs and expenses, and other costs and expenses of any kind incurred in connection with the dispute. The arbitrator may award equitable relief in those circumstances where monetary damages would be inadequate.

13.4 Any award by the arbitrators shall be accompanied by a written opinion setting forth the findings of fact and conclusions of law relied upon in reaching the decision. The award rendered by the arbitrators shall be final, binding and nonappealable, and judgment upon such award may be entered by any court of competent jurisdiction.

13.5 Except as provided in Section 13.7 below, each Party shall pay the fees of its own attorneys, expenses of witnesses and all other expenses and costs in connection with the presentation of such Party's case including, without limitation, the cost of any records, transcripts or other things used by the Parties for the arbitration, copies of any documents used in evidence, certified copies of any court, property or City documents or records that are placed into evidence by a Party.

13.6 Except as provided in Section 13.7 below, the remaining costs of the arbitration, including without limitation, fees of the arbitrators, costs of records or transcripts prepared for the arbitrator's use in the arbitration, costs of producing the arbitrator's decision and administrative fees shall be borne equally by the Parties.

13.7 Notwithstanding the foregoing Sections 13.5 and 13.6, in the event either Party is found during the term of this Franchise to be the prevailing party in any two (2) arbitration proceedings brought by such Party pursuant to this Section 13, then such Party shall thereafter be entitled to recover all reasonably incurred costs, fees and expenses, including attorney fees, for any subsequent arbitration brought by them in which they are found to be the prevailing party.

13.8 In the event a Party desires to make a copy of the transcript of an arbitration proceeding for its use in writing a post-hearing brief, or a copy of an arbitration decision to append to a lawsuit to reduce the award to judgment, etc., then that Party shall bear the cost thereof, except to the extent such cost might be allowed by a court as court costs.

Section 14. Alternative Remedies.

No provision of this Franchise shall be deemed to bar the right of the City or PSE to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder for non-Arbitrable Claims. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the City or PSE to recover monetary damages for such violations by the other Party, or to seek and obtain judicial enforcement of the other Party's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

Section 15. Nonexclusive Franchise.

This Franchise is not, and shall not be deemed to be, an exclusive Franchise. This Franchise shall not in any manner prohibit the City from granting other and further franchises over, upon, and along the Franchise Area that do not interfere with PSE's rights under this Franchise. This Franchise shall not prohibit or prevent the City from using the Franchise Area or affect the jurisdiction of the City over the same or any part thereof.

Section 16. Emergency Management.

16.1 Annually, upon request of the City, PSE will meet with City Emergency Response Personnel to coordinate emergency management operations and, at least once a year, at the request of the City, PSE personnel will actively participate in emergency preparedness drills.

16.2 In the event of any emergency in which PSE's Facilities located in or under the Franchise Area break or are damaged, or if PSE's Facilities within the Franchise Area are otherwise in a condition as to immediately endanger the property, life, health or safety of any individual, PSE shall, upon learning of such a dangerous condition, immediately notify the City and take all reasonable actions to correct the dangerous condition.

Section 17. Franchise Term.

This Franchise is and shall remain in full force and effect for a period of fifteen (15) years from and after the effective date of the Ordinance; provided, however, PSE shall have no rights under this Franchise nor shall PSE be bound by the terms and conditions of this Franchise unless PSE shall, within thirty (30) days after the effective date of the Ordinance, file with the City its written acceptance of the Ordinance. This Franchise may be renewed, at the sole discretion of the Chehalis City Council, for one additional five (5) year period upon the written request of PSE, such request to be submitted not more than two (2) years nor less than one-hundred-eighty (180) days prior to the expiration of the initial ten (15) year term.

Section 18. Assignment.

PSE shall have the right, with the consent of the City, which consent shall not be unreasonably withheld, to assign its rights, benefits and privileges in and under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of

this Franchise. Notwithstanding the foregoing, PSE shall have the right, without such notice or such written acceptance, to mortgage its rights, benefits and privileges in and under this Franchise for the benefit of bondholders.

Section 19. Recovery of Costs.

As specifically provided by RCW 35.21.860, the City may not impose a franchise fee or any other fee or charge of whatever nature or description upon PSE. However, as provided in RCW 35.21.860, the City may recover from PSE actual administrative expenses incurred by the City that are directly related to: (i) receiving and approving a permit, license or this Franchise, (ii) inspecting plans and construction, or (iii) preparing a detailed statement pursuant to Chapter 43.21C RCW. With respect to its payment of such administrative expenses, the City shall submit statements specifying the amounts due to PSE. PSE shall make payment to the City in reimbursement for such expenses within thirty (30) days of its receipt of such statements.

Section 20. Changes in Law.

20.1 If, during the term of this Franchise, there becomes effective any change in federal or state law and such change results in a PSE tariff which conflicts or is inconsistent with any provision of this Franchise; then, in such event, either party may, within ninety (90) days of the effective date of the such change, notify the other party in writing that such party desires to commence negotiations to amend this Franchise. Such negotiations shall only encompass the specific term or condition affected by such change in federal or state law and neither party shall be obligated to reopen negotiations on any other term or condition of this Franchise. For purposes of this Section, a change in law does not include a change in any tariff filed by PSE with the Washington Utilities & Transportation Commission ("WUTC") except to the extent that such tariff change is necessary to comply with federal or state law.

20.2 Within thirty (30) days from and after the other party's receipt of written notice to so commence such negotiations, the parties shall, at a mutually agreeable time and place, commence negotiations to amend this Franchise as described in Section 20.1 above. The parties shall thereafter conduct such negotiations at reasonable times, in a reasonable manner, in good faith and with due regard to all pertinent facts and circumstances. In the event the parties are unable, through negotiation, to reach mutual agreement on the terms and conditions of such amendment, then either party may (1) by written notice to the other party, demand that the parties seek to arrive at such agreement through mediation, with a mutually agreed-to mediator, or (2) if no such mediation demand has previously been submitted, terminate this Franchise upon not less than ninety (90) days prior written notice to the other party.

20.3 Pending the negotiations, mediation and/or termination described in this Section 20, this Franchise, with the exception of any portion thereof which is in conflict or inconsistent with a change in federal or state law, shall remain in full force and effect.

20.4 PSE shall, in connection with any application for changes in its tariffs that would be in conflict or inconsistent with the provisions of this Franchise or would modify the rights or responsibilities of either party under this Franchise, notify the City in writing of the application promptly after it is filed with the WUTC. Further, PSE shall ensure that the City is notified

(either directly or through the WUTC proceeding) of the final adoption by the WUTC of changes in applicable PSE tariffs resulting from any such application of PSE.

Section 21. Miscellaneous.

21.1 If any term, provision, condition or portion of this Franchise shall be held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise which shall continue in full force and effect. The headings of sections and paragraphs of this Franchise are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such sections or paragraphs.

21.2 This Franchise may be amended only by written instrument, signed by both parties, which specifically states that it is an amendment to this Franchise and is approved and executed in accordance with the laws of the State of Washington. Without limiting the generality of the foregoing, this Franchise (including, without limitation, Section 5 above) shall govern and supersede and shall not be changed, modified, deleted, added to, supplemented or otherwise amended by any permit, approval, license, agreement or other document required by or obtained from the City in conjunction with the exercise (or failure to exercise) by PSE of any and all rights, benefits, privileges, obligations or duties in and under this Franchise, unless such permit, approval, license, agreement or other document specifically:

21.2.1 references this Franchise; and

21.2.2 states that it supersedes this Franchise to the extent it contains terms and conditions that change, modify, delete, add to, supplement or otherwise amend the terms and conditions of this Franchise.

In the event of any conflict or inconsistency between the provisions of this Franchise and the provisions of any such permit, approval, license, agreement or other document, the provisions of this Franchise shall control.

21.3 This Franchise is subject to the provisions of any applicable tariff on file with the Washington Utilities Transportation Commission or its successor. In the event of any conflict or inconsistency between the provisions of this Franchise and such tariff, the provisions of such tariff shall control. PSE shall, when making application for any changes in tariffs affecting the provisions of the Franchise, notify the City in writing of the application and provide the Public Works Director with a copy of the submitted application within five (5) days of filing with the WUTC. PSE shall further provide the Public Works Director with a copy of any approved tariff change affecting the provisions of this Franchise.

21.4 During the term of this Franchise, each party shall notify and keep the other party apprised of its local address for the service of notices by mail. All notices and other communications given or required to be given under this Franchise shall be sent postage prepaid to such respective address and notices shall be effective upon receipt. The City and PSE may change their respective addresses at any time by written notice to the other party. As of the effective date of this Franchise:

PSE's notice address shall be:

Puget Sound Energy
10885 N.E. 4th Street
P.O. Box 97034
Bellevue, WA 98009-9734
Attention: Director, Community Services

City's notice address shall be:

Legal Notices:
City Clerk
City of Chehalis
350 North Market Blvd.
Chehalis, WA 98532

Informational Notices:
Public Works Director
City of Chehalis
2007 NE Kresky Avenue
Chehalis, WA 98532

21.5 During the term of this Franchise, PSE shall also provide the City (and maintain current) a written list showing the names and telephone numbers of the specific departments and (if applicable) individuals within PSE that may be contacted by the City to identify and address problems and issues that arise under this Franchise. PSE shall ensure that the list includes contact information for addressing emergency support and technical support issues (with emergency support being available 24 hours per day), and shall ensure that the names and telephone numbers appearing on the list in those areas have the expertise and authority (or access to the same) needed to address the problem or issue promptly and effectively. PSE shall use all reasonable efforts to respond to requests from the City promptly, to work diligently with the City in resolving any problems or issues identified by the City, and to actively communicate with the City regarding each problem or issue from the time it is first identified by the City until the time it is resolved. Upon reasonable request by the City, PSE shall update the list to ensure that it remains current and shall give written notice of the change to the City.

21.6 PSE and the City shall, as reasonably requested by the other party from time to time, discuss and coordinate their activities with respect to construction which may affect the public ways in any manner in an effort to minimize public inconvenience, disruption or damages.

21.7 This Franchise shall be binding upon the parties hereto and their permitted successors and assigns.

21.8 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

21.9 The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall the waiver by a party of any breach of any provision hereof by the other party be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself or any other provision.

21.10 This Franchise shall be governed by and construed in accordance with the laws of the State of Washington. The venue and jurisdiction over any dispute over non-Arbitrable Claims related to this Franchise shall be with the Lewis County Superior Court.

21.11 If either party brings any action in Superior Court to enforce any provision of this Franchise other than the Arbitrable Claims set forth in Section 12 or defends any action brought by the other party with respect to this Franchise, and in the further event that one party shall prevail in such action, the other party shall, in addition to all other payments required therein, pay all of the prevailing party's reasonable costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

21.12 This Franchise represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral negotiations between the parties.

Section 22. No Third Party Beneficiary.

Nothing in this Franchise shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Franchise shall not confer any right or remedy upon any person other than the City and PSE. No action may be commenced or prosecuted against either the City or PSE by any third party claiming as a third party beneficiary of this Franchise. This Franchise shall not release or discharge any obligation or liability of any third party to either the City or PSE.

Section 23. Franchise Fee.

The parties understand that the restrictions of RCW 35.21.860 forbid the imposition of a franchise fee. If at any time the restrictions of this statute should be removed or modified, the City may seek to amend this Franchise in accordance with this Subsection 21.2 above.

Section 24. Effective Date.

This ordinance shall become effective five days after its passage and publication as required by law.

Signed and approved by the Mayor on the ____ day of _____, 2019.

Dennis L. Dawes, Mayor

ATTEST:

Caryn Foley, City Clerk

APPROVED AS TO FORM:

William T. Hillier, City Attorney

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF LEWIS)

I, _____, the duly qualified City Clerk of the City of Chehalis, a Non-charter Code City, situated in the County of Lewis, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. _____, an ordinance of the City of Chehalis, entitled:

ORDINANCE NO. 998-B

AN ORDINANCE granting Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, the right, privilege, authority and franchise to set, erect, construct, support, attach, connect and stretch Facilities between, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area for purposes of transmission, distribution and sale of energy for power, heat, light and any other purpose for which energy can be used; and to charge and collect tolls, rates and compensation for such energy and such uses.

I further certify that said Ordinance No. _____ was: (i) introduced on the ____ day of _____, 2019; (ii) submitted to the City Attorney on the ____ day of _____, 2019; (iii) published on the ____ day of _____, 2019, according to law; (iv) approved by a majority of the entire legislative body of the City of Chehalis, at a regular meeting thereof on the ____ day of _____, 2019; and (v) approved and signed by the Mayor of the City of Chehalis on the ____ day of _____, 2019.

WITNESS my hand and official seal of the City of Chehalis, this _____ day of _____, 2019.

_____, City Clerk
City of Chehalis, State of Washington

**HONORABLE MAYOR AND CITY COUNCIL
CITY OF CHEHALIS, WASHINGTON**

In the matter of the application of Puget Sound Energy, Inc., a Washington corporation, for a franchise to construct, operate and maintain facilities in, upon, over under, along, across and through the franchise area of the City of Chehalis Washington

Franchise Ordinance No. 998-B

ACCEPTANCE

WHEREAS, the City Council of the City of Chehalis, Washington, has granted a franchise to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting Ordinance No. _____, bearing the date of _____, 2019; and

WHEREAS, a copy of said Ordinance granting said franchise was received by the Puget Sound Energy, Inc. on _____, 2019, from said City of Chehalis, Lewis County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Chehalis, Lewis County, Washington.

IN TESTIMONY WHEREOF said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ thereunto duly authorized on this ____ day of _____, 2019.

ATTEST

PUGET SOUND ENERGY, INC.

By: _____

Copy received for City of Chehalis, 2019

By: _____
City Clerk

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Don Schmitt, Street/Storm Superintendent

MEETING OF: June 10, 2019

SUBJECT: Resolution No. 6-2019, First and Final Reading - Adopting the 2020-2025 Six-Year Transportation Improvement Program

ISSUE

On May 13, 2019, the City Council held a public hearing on the proposed TIP to receive public comment on the proposed plan. No members of the public presented comments. The finalized TIP is being presented without change since the initial presentation. Attached is Resolution No. 6-2019, which includes the recommended 2020-2025 Six-Year Transportation Improvement Plan (TIP).

DISCUSSION

The city is required to annually update the six-year transportation improvement plan and to submit any updates to the Regional Transportation Planning Organization (RTPO), whose duty is to submit a regional transportation plan to Washington State Department of Transportation. As mentioned in the past, a project's inclusion in the city's or RTPO's TIP does not, by itself, provide or guarantee funding. However, in order for a project to be eligible for federal or state funding assistance, it must first be listed in the TIP. Should a funding opportunity arise for a project not listed on the TIP, the TIP can be amended to add the project.

FISCAL IMPACT

None at is time, although Transportation Benefit District funds will be utilized for projects and engineering services later this year.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 6-2019 on first and final reading.

SUGGESTED MOTION

I move that the City Council adopt Resolution No. 6-2019 on first and final reading.

RESOLUTION NO. 6-2019

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, ADOPTING THE 2020-2025 SIX-YEAR
TRANSPORTATION IMPROVEMENT PLAN FOR THE
CITY OF CHEHALIS.**

WHEREAS, pursuant to RCW 35.77.010, a public hearing was held by the City Council on the 13th day of May, 2019 to consider the 2020-2025 six-year transportation improvement plan for the city; and

WHEREAS, the City Council is desirous of adopting a six-year transportation improvement plan, now, therefore,

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO
RESOLVE AS FOLLOWS:**

Section 1. The 2020-2025 six-year transportation improvement plan for the city, hereto attached and by this reference incorporated herein, shall be, and the same hereby is, adopted as the 2020-2025 six-year transportation improvement plan for the city effective the reporting year 2019/2020.

ADOPTED by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this ____ day of _____, 2019.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

CITY OF CHEHALIS - 2020-2025 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM

Project	General Description	Funding Source	Start Year	Prior Years	2020	2021	2022	2023	2024	2025	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Arterial Steet/4% Funds/TBD	2020		125,000	175,000	175,000	200,000	200,000	200,000		1,075,000
Pacific Avenue - Main St. to Park St.	Street reconstruction, storm and water line replacement, ornamental lighting	TBD, Utility funds	2019	100,000	1,700,000							1,800,000
Chehalis Avenue	Repair 3rd St. to 9th St.	TBD, Utility funds	2019	50,000	1,000,000							1,050,000
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Arterial Steet/4% Funds/TBD/Utility Funds	2020		200,000		2,750,000					2,950,000
Main St.- Market to I-5	Grind and inlay	Grants/TBD	2020		1,025,000							1,025,000
Chamber Way Bridge Replacement	Replace Bridge	Grants/Arterial Steet/4% Funds/TBD	2021			2,000,000		33,600,000				35,600,000
Market Blvd - Park St to 13th St	Reconstruction	Grants/Arterial Steet/4% Funds/TBD	2021			150,000	4,700,000					4,850,000
Market Blvd - 13th to city limits	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	2023					100,000	4,500,000			4,600,000
Louisiana Avenue	Widening/realignment just south of Chamber	Arterial Steet/4% Funds/TBD	2020		50,000							50,000
William Avenue	Realign William, sidewalks, curbs	Arterial Steet/4% Funds/TBD	2020		100,000							100,000
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements, reconstruction	Grants/Arterial Steet/4% Funds/TBD	2021			200,000		2,500,000				2,700,000
Louisiana Ave.- Chamber Way to Home Depot	Grind & inlay, Chamber to Home Depot, traffic control improvements	Grants/Arterial Steet/4% Funds/TBD	2022				275,000					275,000
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Arterial Steet/4% Funds/TBD	2023					500,000				500,000
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Arterial Steet/4% Funds/TBD	2021			70,000						70,000
20th St.- Market to Salsbury	Grind and inlay	Grants/Arterial Steet/4% Funds/TBD	2023						300,000			300,000
Louisiana Ave Repairs	Spot repair & overlay Hwy 6 North	Grants/Arterial Steet/4% Funds/TBD	Future								450,000	450,000
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Arterial Steet/4% Funds/TBD/Utility Funds	Future								2,500,000	2,500,000
National Ave.- Market to Chamber	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	Future								1,525,000	1,525,000
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Arterial Steet/4% Funds/TBD	Future								260,000	260,000
Guardrail	Various locations throughout city	Grants/Arterial Steet/4% Funds/TBD	Future								125,000	125,000
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Arterial Steet/4% Funds/TBD	Future								2,500,000	2,500,000
					4,200,000	2,595,000	7,900,000	36,900,000	5,000,000	200,000	7,360,000	64,305,000

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Current Year (2019) Projects

Interstate Avenue- Grind and repave. Joint project with Lewis County

Kresky Avenue - Grind and repave

Chehalis Avenue- Repair 3rd St. to 9th St. Design work 2019, construction 2020

Pacific Avenue- Reconstruction. Design 2019, construction 2020

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Rick Sahlin, Public Works Director
Don Schmitt, Street/Storm Superintendent

MEETING OF: June 10, 2019

SUBJECT: Resolution No. 7-2019, First and Final Reading – Accepting Federal STP(US)
Grant for NE Kresky Avenue Repaving Project

ISSUE

The City of Chehalis was recently awarded federal STP grant funding from the local Transportation Strategy Council. WSDOT Local Programs administers these funds and requires City Council authorization of the funding package.

DISCUSSION

Funding for NE Kresky Avenue was recently approved. To take advantage of federal STP funds, the City must adopt a resolution accepting the federal funds and agree to comply with all stipulations pursuant to Title 23, U.S. Code Highways.

The project is a grind and repave of NE Kresky Avenue from National Avenue to NE Scott Johnson at the city limits. The project is estimated to cost \$875,000, and with a local match of 13.5%, it is estimated the cost to the City will be approximately \$118,125. This project was amended in the City's TIP to a 2019 project. Navigating federal approvals can be an arduous process, so timing will be critical. This funding requires construction obligation of funds by September 30, 2019.

FISCAL IMPACT

The local match is estimated to cost approximately \$118,125. Transportation Benefit District funds will be used for the local match.

RECOMMENDATION

Pursuant to Resolution No. 6-2017, resolutions having a financial impact are to have two readings; however, due to the time constraints for this funding, it is recommended that the City Council suspend the rules requiring two readings of a resolution and adopt Resolution No. 7-2019 on first and final reading.

SUGGESTED MOTION

I move that the City Council suspend the rules requiring two readings of a resolution.

I move that the City Council adopt Resolution No. 7-2019 on first and final reading.



Agency

Address

CFDA No. 20.205
(Catalog or Federal Domestic Assistance)

Project No.

Agreement No.

For OSC WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name

Length

Termini

Description of Work

Project Agreement End Date

Proposed Advertisement Date

Claiming Indirect Cost Rate
 Yes No

Type of Work	Estimate of Funding		
	(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE			
% a. Agency			
b. Other			
Federal Aid Participation Ratio for PE			
c. Other			
d. State			
e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way			
% f. Agency			
g. Other			
Federal Aid Participation Ratio for RW			
h. Other			
i. State			
j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00
Construction			
% k. Contract			
l. Other			
m. Other			
Federal Aid Participation Ratio for CN			
n. Other			
o. Agency			
p. State			
q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
r. Total Project Cost Estimate (e+j+q)	0.00	0.00	0.00

Agency Official

By

Title

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____

, Resolution/Ordinance No. _____

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification as a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

RESOLUTION NO. 7-2019

**A RESOLUTION OF THE CITY OF CHEHALIS,
WASHINGTON, AUTHORIZING ACCEPTANCE OF A
GRANT ADMINISTERED THROUGH THE WASHINGTON
STATE DEPARTMENT OF TRANSPORTATION FOR
PAVING IMPROVEMENTS ON NE KRESKY AVENUE,
AND AGREEING TO COMPLY WITH ALL
STIPULATIONS PURSUANT TO TITLE 23, U.S. CODE
HIGHWAYS.**

**THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO
HEREBY RESOLVE AS FOLLOWS:**

Section 1. The City of Chehalis hereby authorizes acceptance of a grant administered through the Washington State Department of Transportation for paving improvements on NE Kresky Avenue and agrees to comply with all stipulations pursuant to Title 23, U.S. Code Highways.

Section 2. The elected officials support the project. The City further authorizes the City Manager to be the authorized representative of the City for signature purposes on any application with the Department of Transportation.

Section 3. The sponsor has the required matching funds available.

ADOPTED by the City Council of the City of Chehalis, Washington, and **APPROVED** by its Mayor, at a regularly scheduled open public meeting thereof this _____ day of _____, 2019.

Mayor

Attest:

City Clerk

Approved as to form and content:

City Attorney

**CHEHALIS CITY COUNCIL MEETING
AGENDA REPORT**

TO: The Honorable Mayor and City Council

FROM: Jill Anderson, City Manager

BY: Trent J. Lougheed, P.E., Community Development Director
Hillary Hoke, Planning and Building Manger

MEETING OF: June 10, 2019

SUBJECT: Urban Growth Area Expansion Request from Raindrop Properties

ISSUE

The City has received a Petition for Amendment from Raindrop Properties to expand the Chehalis Urban Growth Area (UGA) to include approximately 676 acres on the north end of the city.

DISCUSSION

The UGA expansion request was originally brought to our attention in 2018. The subject property is currently located within the City of Centralia UGA. Due to utility service location and capabilities, the applicant is requesting removal from the Centralia UGA and incorporation into the Chehalis UGA. Potential changes to the Urban Growth Boundaries are processed through the respective jurisdictions and the County's Planned Growth Committee (PGC). The original application was submitted by Raindrop Properties to the City of Centralia to request removal from their UGA.

The Lewis County Planned Growth Committee (PGC) reviewed the initial submittal at their April 2019 meeting and requested additional information from the City of Chehalis pertaining to level of service data and market analysis, as well as a formal acknowledgment of its intent to consider the expansion request and proceed with the application process. The City's response needs to be provided prior to the Planned Growth Committee's next meeting on June 19, 2019.

UGA BOUNDARY AMENDMENT REQUIREMENTS

In order to consider amendments to the UGA boundary, cities must demonstrate consistency with the following GMA objectives:

1. Is the amendment necessary by an emergency that can be eliminated by the extension of urban level services?
2. What impact would the amendment have on the existing level of services within the UGA?
3. What is the ability to provide services within the UGA?

4. Will the amendment result in any environmental degradation?
5. Does the amendment comply with the objectives of the GMA; does it promote sprawl, or does it hinder development within the UGA at an urban density?
6. Is the amendment consistent with the Comprehensive Plan and implementing regulations?

If analysis determines there is a need for expansion, level of services will not be adversely impacted, and all services are available at urban densities, the City can endorse the request. If analysis shows adverse impacts or inadequate/unavailable services; the City may recommend that the application be denied.

Preliminary staff review indicates that the system can be improved to meet the service demands associated with the anticipated uses related to the properties included in the proposed UGA boundary amendment.

NEXT STEPS

With approval by the City Council, the PGC will be notified that it is the City's intent to continuing processing the application. Part of the review process requires public participation and opportunity for public comment, with specific public notice requirements. Therefore, public hearings would be scheduled as the process advances. City staff will then make a formal recommendation to the City Council based on the relevant data, analysis and public comment. The City Council's position would then be communicated to the Board of County Commissioners via the PGC.

Ultimately, the ability to endorse the request is dependent on the ability to demonstrate that the existing UGA boundary is inadequate to support the projected population and employment forecasts, the expanded UGA is needed to accommodate those projections, and services are available at adequate levels to support the expansion with urban densities.

FISCAL IMPACT

The fiscal impact associated with the processing of the request are largely associated with the staff time and are partially offset by fees.

RECOMMENDATION

It is recommended that the City Council direct staff to continue the review process associated with the expansion application submitted by Raindrop Properties.

SUGGESTED MOTION

I move that the City Council direct staff to continue to process and review the requested UGA expansion application through the Planned Growth Committee process and provide a formal recommendation to the City Council regarding the proposed UGA boundary amendment at a future City Council meeting.