

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

Anthony E. Ketchum, Sr. Mayor	Robert J. Spahr, Mayor Pro Tem, Position at Large No. 3 Vacant, Position at Large No. 2 Kate McDougall, Position at Large No. 1
Jerry Lord, District 1 Daryl J. Lund, District 2, District 2 Dr. Isaac S. Pope, District 4	

**Regular Meeting of Monday, June 13, 2022**  
**5:00 pm**

***To access this meeting via Zoom:***

Meeting ID: 822 5811 8879

Pass Code: 674890

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| 1. <u>Call to Order.</u> (Mayor Ketchum)<br>2. <u>Pledge of Allegiance.</u> (Mayor Ketchum)<br>3. <u>Approval of Agenda.</u> (Mayor Ketchum) |
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- | PRESENTATIONS   |
|---|
| 4. <u>Proclamation: Recognition of Rotary.</u> (Dr. John Hendrickson) |

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
CONSENT CALENDAR		
5. <u>Minutes of the Regular City Council Meeting of May 23, 2022.</u> (City Clerk)	APPROVE	1
6. <u>Vouchers and Transfers – Accounts Payable in the Amount of \$166,286.85 Dated May 31, 2022.</u> (City Manager, Finance Director)	APPROVE	5
7. <u>Vouchers and Transfers – Payroll in the Amount of \$826,623.31 Dated May 31, 2022.</u> (City Manager, Finance Director)	APPROVE	7
8. <u>Appointment of Scott Forsman to the Planning Commission.</u> (Mayor)	APPOINT	11
9. <u>Approval of Lewis/Grays Harbor County Ambulance Service Consortium.</u> (City Manager/Fire Chief)	APPROVE	13

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>PUBLIC HEARING</b>		
10. <u>Public Hearing for 2023-2028 Six-Year Transportation Improvement Program.</u> (Public Works Director)	CONDUCT PUBLIC HEARING	36

**CITIZENS BUSINESS (PUBLIC COMMENT)**

Individuals wishing to provide public comments in general and on agenda items should submit comments by 4:00 pm on the day of the meeting. All comments received will be acknowledged by the Mayor under Citizens Business of this meeting agenda. Please use the following form to submit comments – <https://www.ci.chehalis.wa.us/contact>. If you do not have computer access or would prefer to submit a comment verbally, please contact City Clerk Kassi Mackie at 360-345-1042 or at [kmackie@ci.chehalis.wa.us](mailto:kmackie@ci.chehalis.wa.us). Public comments will be limited to five (5) minutes.

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>NEW BUSINESS</b>		
11. <u>Ordinance No. 1030-B: Traffic Impact Analysis.</u> (City Manager, Public Works Director)	APPROVE	43
12. <u>Ordinance No. 1031-B: Moratorium on the Establishment of Cryptocurrency Mining or Farming.</u> (City Manager, Building and Planning Manager)	APPROVE	47

ITEM	ADMINISTRATION RECOMMENDATION	PAGE
<b>ADMINISTRATION AND CITY COUNCIL REPORTS</b>		
13. <u>Administration Reports.</u> City Manager Update. (City Manager)	INFORMATION ONLY	
14. <u>Councilor Reports/Committee Updates.</u> (City Council)	INFORMATION ONLY	

<b>EXECUTIVE SESSION</b>
18. Pursuant to RCW: <ul style="list-style-type: none"> <li>a. 42.30.110(1)(i) – Litigation/Potential Litigation</li> <li>b. 42.30.110(1)(c) – Sale/Lease of Real Estate</li> </ul>

**THE CITY COUNCIL MAY ADD AND TAKE ACTION ON OTHER ITEMS NOT LISTED ON THIS AGENDA.  
NEXT REGULAR CITY COUNCIL MEETING IS MONDAY, June 27, 2022.**

**Chehalis City Council**  
Meeting Minutes  
May 23, 2022

**Council Present:** Mayor Ketchum, Councilmember Lord, Councilmember McDougall, Councilmember Pope, Councilmember Spahr, Councilmember Lund (via Zoom).

**Council Absent:** Councilmember Wilson

**Staff Present:** Jill Anderson, City Manager; Tammy Baraconi, Building and Planning Manager, Lance Bunker, Public Works Director; Kassi Mackie, City Clerk; Cassie Frazier, Interim City Clerk; Erin Hillier, City Attorney; Randy Kaut, Police Chief

**Public Present:** Dan Warn of the Chronicle; Trevor Westland; Joe Enbody; Cassie Fuller, Fuller Designs

1. **Call to Order:**

Mayor Ketchum called the meeting to order at 5:00 p.m.

2. **Pledge of Allegiance**

Mayor Ketchum led the flag salute.

3. **Approval of Agenda**

*A motion was made by Councilmember Spahr, seconded by Councilmember Pope to approve the agenda as presented. The motion carried unanimously.*

**PRESENTATIONS**

4. **Lewis County Stream Team**

Edna Fund and Kenna Fosnacht presented on the Lewis County Stream Team and encouraged participation from Council and the public.

**CITIZENS BUSINESS**

Cassie Fuller of Fuller Designs provided responses to comments made at the May 9, 2022, City Council meeting regarding the City's development processes and provided additional public comments, also related to the City's development processes.

**CONSENT CALENDAR**

5. Minutes of the regular City Council meeting of May 9, 2022
6. Vouchers and Transfers – Accounts Payable in the Amount of \$356,219.15 Dated May 13, 2022
7. Set June 13, 2022, at 5:00 p.m. to Conduct a Public Hearing on the City's 2023-2028 Six-Year Transportation Improvement Program
8. Agreement with Economic Alliance of Lewis County to Provide Economic Development Services

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

**OLD BUSINESS**

**NEW BUSINESS**

**9. Council Member Vacancy Process**

The City Council expressed concurrence on the proposed process for selection of a new member which includes inviting applications until June 14<sup>th</sup>, and interviewing candidates at a special meeting on June 20<sup>th</sup>.

**10. Resolution No. 05-2022- Expanding the Urban Growth Area in 2022**

Building and Planning Manager Tammy Baraconi presented.

***A motion was made by Councilmember Spahr, seconded by Councilmember Lord to approve Resolution No. 05-2022 Expanding the Urban Growth Area in 2022. The motion carried unanimously.***

**11. Appointment of New Lodging Tax Advisory Committee Members**

Councilmember Lord provided a brief overview of the process and recommendation.

***A motion was made by Councilmember Lord, seconded by Councilmember Pope to approve the appointment of Jacob Blue and Lilly Wall for the vacant hotel seats as well as Charles Duncan and Annalee Tobey to the City's Lodging Tax Advisory Committee. The motion carried unanimously.***

**12. Judicial Assistance for Sentence Monitoring and Court Clerk Positions**

Court Administrator Madisen Lester provided a brief overview and recommendation.

***A motion was made by Councilmember Spahr, seconded by Councilmember Pope to approve renaming the current Judicial Assistance for Sentence Monitoring position to Court Clerk I and increasing the salary range from 15 to 16 and to also approve renaming the current Court Clerk position to Court Clerk II and increasing the salary range from 16 to 17. The motion carried unanimously.***

**13. COVID-19 Landlord Utility Assistance Program Using ARPA/SLFRF Funds**

City Manager Anderson provided a brief overview of the proposed program and recommendation.

***A motion was made by Councilmember McDougall, seconded by Councilmember Lord to approve the COVID-19 Landlord Utility Assistance Program using ARPA/SLFRF funds suggested and authorize providing assistance to qualifying landlords up to the full amount due. The motion carried unanimously.***

**ADMINISTRATION AND CITY COUNCIL REPORTS**

14. **City Manager Update.**

None.

15. **Councilor Reports/Committee Updates.**

None.

**ADJOURNMENT**

Mayor Ketchum adjourned the meeting at 5:50 p.m.

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Anthony Ketchum, Sr., Mayor

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Attest: Kassi Mackie, City Clerk

DRAFT



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Clare Roberts, Accounting Tech II

**MEETING OF:** June 13, 2022

**SUBJECT:** 2022 Vouchers and Transfers – Accounts Payable in the Amount of  
\$166,286.85

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**ISSUE**

City Council approval is requested for 2022 Vouchers and Transfers dated May 31, 2022.

**DISCUSSION**

The May 31, 2022 Claim Vouchers have been reviewed by a committee of two councilors prior to the release of payments. The administration is requesting City Council approval for Claim Vouchers including Electronic Funds Transfer Checks No. 2052 – 2086 and Voucher Checks No. 134313 - 134411 in the amount of \$166,517.85 dated May 31, 2022, and Voided Check No. 133994 for the net total of \$166,286.85 as follows:

- \$ 91,587.61 from the General Fund
  - \$ 10,484.59 from the Street Fund
  - \$ 2,930.80 from the LEOFF 1 OPEB Reserve Fund
  - \$ 337.50 from the Public Facilities Reserve Fund
  - \$ 39,141.25 from the Wastewater Fund
  - \$ 13,111.96 from the Water Fund
  - \$ 2,549.95 from the Storm & Surface Water Utility Fund
  - \$ 6,182.79 from the Airport fund
  - \$ 191.40 from the Firemen’s Pension Fund
- \$ 166,517.85 Total for Vouchers for May 31, 2022  
\$ < 231.00 > Voided check for May 26, 2022  
\$ 166,286.85 Net Total Transfers

**RECOMMENDATION**

It is recommended that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2052 – 2086 and Voucher Checks No. 134313 - 134411 in the amount of \$166,517.85 dated May 31, 2022, and Voided Check No. 133994 for the net total of \$166,286.85.

**SUGGESTED MOTION**

I move that the City Council approve the Claim Vouchers including Electronic Funds Transfer Checks No. 2052 – 2086 and Voucher Checks No. 134313 - 134411 in the amount of \$166,517.85 dated May 31, 2022, and Voided Check No. 133994 for the net total of \$166,286.85.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Chun Saul, Finance Director  
Deri-Lyn Stack, Payroll Accounting

**MEETING OF:** June 14, 2022

**SUBJECT:** Vouchers and Transfers – Payroll in the Amount of \$826,623.31

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**ISSUE**

City Council approval is requested for Payroll Vouchers and Transfers dated May 31, 2022.

**DISCUSSION**

The administration requests City Council approval for Payroll Vouchers No. 41996-42012, Direct Deposit Payroll Vouchers No. 14834-14953, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 396-404 dated May 31, 2022, in the amount of \$826,623.31, which include the transfer of:

- \$540,682.74 from the General Fund
- \$24,296.79 from the Street Fund
- \$5,197.50 from the LEOFF1 OPEB Reserve Fund
- \$12,279.80 from the Federal Advance Grant Control
- \$98,781.47 from the Wastewater Fund
- \$101,311.91 from the Water Fund
- \$20,645.99 from the Storm & Surface Water Utility Fund
- \$23,427.11 from the Airport Fund

**RECOMMENDATION**

It is recommended that the City Council approve the May 31, 2022, Payroll Vouchers No. 41996-42012, Direct Deposit Payroll Vouchers No. 14834-14953, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 396-404 in the amount of \$826,623.31.

**SUGGESTED MOTION**

I move that the City Council approve the May 31, 2022, Payroll Vouchers No. 41996-42012, Direct Deposit Payroll Vouchers No. 14834-14953, Electronic Federal Tax and DRS Pension/Deferred Comp Payments No. 396-404 in the amount of \$826,623.31.



I, THE UNDERSIGNED, OF THE CITY OF CHEHALIS WASHINGTON DO HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE PAYROLL-RELATED SERVICES HAVE BEEN RENDERED OR THE LABOR PERFORMED AS DESCRIBED HEREIN AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF CHEHALIS, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

\_\_\_\_\_  
 PAYROLL OFFICER

\_\_\_\_\_  
 FINANCE DIRECTOR

CHECK NOS. 41996 THROUGH 42012, DIRECT DEPOSIT CHECK NOS. 14834 THROUGH 14953, ELECTRONIC FEDERAL TAX AND DRS PENSION/DEFERRED COMP PAYMENTS NOS. 396-404 ARE HEREBY APPROVED FOR PAYMENT IN THE TOTAL AMOUNT OF \$826,623.31 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
 MAYOR

001	GENERAL FUND	\$540,682.74
003	STREET FUND	24,296.79
115	LEOFF1 OPEB	5,197.50
199	FREDRAL ADVANCE GRANT	12,279.80
404	WASTEWATER FUND	98,781.47
405	WATER FUND	101,311.91
406	STORM & SURFACE UTIL FUND	20,645.99
407	AIRPORT FUND	<u>23,427.11</u>
	TOTAL	\$826,623.31



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Amelia Schwartz, City Planner

**MEETING OF:** June 13, 2022

**SUBJECT:** Appointment of Scott Forsman to the Planning Commission

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**ISSUE**

The Planning Commission currently has one (1) vacancy. Scott Forsman applied to fill one (1) of these vacancies.

**DISCUSSION**

Scott has deep ties to the community and is interested in working with the City of Chehalis to improve its future.

Scott Forsman runs his business within the City of Chehalis and has the experience with residents and local business owners to inform him of goals and realities of the Chehalis community. He also would like to promote more community engagement with City history and governance, especially with Chehalis youth.

The Mayor and staff have met with the applicant and find him to be enthusiastic and willing to commit to the time requirements and work necessary for these appointments. The Mayor appoints members to the Planning Commission to be confirmed by the Council.

**CMC 2.48.020 Term of office.**

The term of office of the seven members appointed by the city council shall be four years; provided, that the existing members shall serve out their terms of office, and the terms of office for members appointed pursuant to this chapter shall commence upon the appointment of members to fill the vacancies of existing members as they occur.

Applications are kept with the City Clerk and may be reviewed upon request.

**FISCAL IMPACT**

No fiscal impact.

**RECOMMENDATION**

Mayor Ketchum has met with Scott Forsman and recommends approval for appointment.

**SUGGESTED MOTION**

I move that the City Council confirm the Mayor's appointment of Scott Forsman to the Planning Commission.



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Tedd Hendershot, Fire Chief

**MEETING OF:** June 13, 2022

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

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**ISSUE**

A contract renewal with American Medical Response Ambulance Service, Inc. has been prepared for consideration by the City Council to continue receiving ambulance services from AMR. This agenda item falls under the 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 renewal contract for the provision of ambulance services as defined in the attached contract. The initial contract was for a three-year term from June 1, 2019, through May 31, 2022, and is up for reconsideration. The contract is written to be extended three (3) years.

**KEY PROVISIONS**

The attached agreement covers all aspects of ambulance service including but not limited to 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 2022 Ambulance Service Consortium Ambulance Transport Services Contract with American Medical Response Ambulance Service, Inc., from 2022-2025, and authorize the City Manager to execute the contract.

**SUGGESTED MOTION**

I move that the City Council approve the Lewis/Grays Harbor County 2022 Ambulance Service Consortium Ambulance Transport Services Contract with American Medical Response Ambulance Service, Inc., from 2022-2025, and authorize the City Manager to execute the contract.



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**Lewis/Grays Harbor County  
Ambulance Service Consortium**

**Ambulance Transport Services Contract**

**2022**

## **Section 1 Purpose and Intent**

The Lewis/Grays Harbor Ambulance Consortium as authorized by Inter-local agreement 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 Agreement 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.

Effective date June 1, 2022 – expires May 31, 2025

- 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.
- 2.14 Voting, each contracting agency that is a party to this agreement has one vote. For a vote to be valid all contracting agencies must cast a vote. Voting can be in person or by written proxy.

**Section 3      Scope / Participation**

- 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. Agencies who 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 extension is for three (3) years and commences June 1, 2022. 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 or modify their participation in this Contract. The Department shall provide the Lead Agency and AMR notification of termination or modification no less than (180) one hundred eighty days in advance. A petition to change contracted services shall be vetted by the Consortium membership following an assessment of impact to the contractor's deployment plan and other considerations. A majority vote of the consortium membership will determine the outcome of the petition. Petitions shall be filed prior to the January meeting with a determining vote occurring at the April meeting. If the petition is approved, then the petitioning agency shall be required to declare their intent to adopt the modification or leave the consortium and provide the effective date of either. The modification if approved may take effect in January of the following year.
- 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. As mutually agreed to AMR may 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 County EMS Field Protocols and patient care performance standards as provided by State law.
- 6.2 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.
- 6.3 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
- 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. In the interest of medical care, personnel from Consortium Departments will be permitted to drive or assist in patient care ride in AMR units while transporting to and from a medical facility as well, AMR personnel will be permitted to drive or assist in patient care 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 the appropriate 911 center 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 be staffed in accordance with WAC requirements for trauma verified services.
- 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 Contract 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. The Lead Agency agrees to notify AMR in kind on behalf of the member agencies.

**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. 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.

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**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  
Ken Cardinale, Fire Chief  
2123 Jackson Highway  
Chehalis, WA 98532

If to AMR:  
Randy Strozyk, SR Vice President  
Executive Operations  
American Medical Response  
13075 Gateway Drive, Suite 100  
Seattle, WA 98168

If to Lewis County Fire District #11:  
Miles Burmeister, Fire Chief  
PO Box 308  
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 Chehalis Fire Department  
Tedd Hendershot, Fire Chief  
710 NW Arkansas Way  
Chehalis, WA 98532

If to Grays Harbor County Fire District #1:  
Carlton Rhoades, 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.

**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](http://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

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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”

<b>LEWIS COUNTY FIRE DISTRICT #6</b>	<b>AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.</b>
By:	By:
Print Name:	Print Name:
Title:	Title:
<b>LEWIS COUNTY FIRE DISTRICT #11</b>	
By:	
Print Name:	
Title:	
<b>LEWIS COUNTY FIRE DISTRICT #13</b>	
By:	
Print Name:	
Title:	
<b>CITY OF CHEHALIS</b>	
By:	
Print Name:	
Title:	
<b>RIVERSIDE FIRE AUTHORITY</b>	
By:	
Print Name:	
Title:	
<b>GRAYS HARBOR FIRE DISTRICT# 1</b>	
By:	
Print Name:	
Title:	

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**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.

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 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'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. 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. 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- 0800-2000 Sunday-Saturday / back half 2000-0800 BLS unit

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## 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.

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#### **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:** Lance Bunker, Public Works Director

**MEETING OF:** June 13, 2022

**SUBJECT:** Public Hearing for the 2023-2028 Six-Year Transportation Improvement Program

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**ISSUE**

The proposed 2023-2028 Transportation Improvement Program (TIP) has been prepared for the purpose of receiving public comment this evening, and for City Council consideration at the June 27<sup>th</sup> meeting.

**DISCUSSION**

The City of Chehalis annually updates and adopts a Six-Year Transportation Improvement Program (TIP) as required by state law. Adopting the TIP is the first step in the annual process required by WSDOT of all local agencies to create project funding eligibility. After projects are adopted on the local TIP, they are qualified to receive federal or state transportation funding. The TIP may be amended by staff at any time to add or delete projects and/or change funding sources and amounts after approval by City Council and following a public hearing on the proposed amendments. After a locally adopted transportation project is funded, it is placed on the Statewide Transportation Improvement Program, commonly known as the “STIP.”

The administration continues to identify aspects of the City’s transportation system needing improvement for the safety and convenience of Chehalis residents, businesses, and visitors. Provided is a list of projects for the 2023-2028 TIP that the administration will continue to pursue funding sources for, including funding by the Transportation Benefit District.

**FISCAL IMPACT**

There is no fiscal impact associated with the public hearing.

**RECOMMENDATION**

It is recommended that the City Council receive public testimony by conducting the public hearing at this meeting and consider adoption of a resolution approving the 2023-2028 Six-Year Transportation Improvement Program at the June 27, 2022, City Council meeting.

**SUGGESTED MOTION**

There is no motion needed separate from those associated with the opening and closing of the public hearing.



**CITY OF CHEHALIS - 2023-2028 SIX YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

Project	General Description	Funding Source	Start Year	Prior Years	2023	2024	2025	2026	2027	2028	Future	Total Cost
Citywide Preservation Program	Chip-sealing, HMA preleveling, patching	Arterial Steet/4% Funds/TBD	N/A		\$ 175,000.00	\$ 175,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00		\$ 1,150,000.00
Market Blvd. - Park to N National Ave.	Renaissance streetscape planning	Grants/Arterial Steet/4% Funds/ TBD/Utility Funds	2023		\$ 300,000.00		\$ 2,750,000.00					\$ 3,050,000.00
Main St.- BNSF to I-5	Grind and inlay	Grants/TBD	2022		\$ 714,830.00							\$ 714,830.00
Chamber Way Bridge Replacement	Replace Bridge	Grants/Arterial Steet/4% Funds/TBD	2023		\$ 250,000.00		\$ 33,600,000.00					\$ 33,850,000.00
Market Blvd - Park St to 13th St	Reconstruction	Grants/Arterial Steet/4% Funds/TBD	2024				\$ 300,000.00	\$ 4,700,000.00				\$ 5,000,000.00
Rec-Park Overflow Parking Lot	Construct additional parking between SW Parkland and SW 13th St	Grants/Arterial Steet/4% Funds/TBD	2023		\$ 600,000.00							\$ 600,000.00
Market Blvd - 13th to city limits	Reconstruct, pedestrian improvements	Grants/ARPA/SLFRF	2026					\$ 300,000.00	\$ 4,500,000.00			\$ 4,800,000.00
Louisiana Avenue	Widening/realignment just south of Chamber	Arterial Steet/4% Funds/TBD	2024			\$ 75,000.00						\$ 75,000.00
National Ave./ Coal Cr. Improvements	Coal Creek Bridge, intersection, pedestrian improvements, reconstruction	Grants/Arterial Steet/4% Funds/TBD	2026					\$ 200,000.00	\$ 2,500,000.00			\$ 2,700,000.00
Louisiana Ave.- Chamber Way to Home Depot	Grind & inlay, Chamber to Home Depot, traffic control improvements	Grants/Arterial Steet/4% Funds/TBD	2024			\$ 275,000.00						\$ 275,000.00
Riverside Dr/Newaukum Ave repairs	Spot repairs Hwy 6 to Shorey Rd/sidewalks	Grants/Arterial Steet/4% Funds/TBD	2026					\$ 500,000.00				\$ 500,000.00
Winchester Hill Dr.	Spot repair/ double chip seal or overlay	Arterial Steet/4% Funds/TBD	2023		\$ 70,000.00							\$ 70,000.00
20th St.- Market to Salsbury	Grind and inlay	Grants/Arterial Steet/4% Funds/TBD	2026					\$ 300,000.00				\$ 300,000.00
Cascade Ave. - Main St. to 13th St.	Spot Repairs & Grind and Inlay	Grants/Arterial Steet/4% Funds/TBD	2025				\$ 250,000.00	\$ 2,250,000.00				\$ 2,500,000.00
Louisiana Ave Repairs (Post West Street Replacement)	Spot repair & overlay Hwy 6 North	Grants/Arterial Steet/4% Funds/TBD	Future								\$ 450,000.00	\$ 450,000.00
Snively Ave improvements	Reconstruct 16th to 20th	Grants/Arterial Steet/4% Funds/ TBD/Utility Funds	Future						\$ 2,500,000.00			\$ 2,500,000.00
National Ave.- Market to Chamber	Reconstruct, pedestrian improvements	Grants/Arterial Steet/4% Funds/TBD	Future							\$ 1,525,000.00		\$ 1,525,000.00
13th St.- Market to Interstate	Grind & overlay, ADA compliance	Grants/Arterial Steet/4% Funds/TBD	Future							\$ 600,000.00		\$ 600,000.00
Guardrail	Various locations throughout city	Grants/Arterial Steet/4% Funds/TBD	Future			\$125,000.00						\$ 125,000.00
Front, Pacific, Park Streets improvements	Grind, overlay/utility/frontage improvements	Grants/Arterial Steet/4% Funds/TBD	Future								\$ 2,500,000.00	\$ 2,500,000.00
				\$ -	\$ 2,109,830.00	\$ 650,000.00	\$ 37,100,000.00	\$ 8,450,000.00	\$ 9,700,000.00	\$ 2,325,000.00	\$ 2,950,000.00	\$ 63,284,830.00

<p><b>Current Year (2022) Projects</b>                  South end chipseal, patching, prelevel                  National Ave- Grind and inlay. Chamber to Kreskey                  Chehalis Avenue- Repair 3rd St. to 9th St.</p>
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**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Celest Wilder, Engineer Technician II

**DATE:** June 13, 2022

**SUBJECT:** Ordinance No. 1030-B Relating to Traffic Impact Analysis Code; Revising minimum requirements.

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**ISSUE**

Currently all development and redevelopment projects within the city limits, whether commercial or residential, without regard to size or use, are required to provide an engineered full Traffic Impact Analysis prior to development. This requirement has proven to be impractical. Therefore, it is proposed that the applicable code section be changed.

**BACKGROUND**

Chehalis Municipal Code (CMC) 12.04.330(B)(2)(c) Traffic Impact Analysis, states that a full traffic impact analysis is required when any development or redevelopment project lies within a Transportation Benefit District (TBD). This requirement imposes an additional burden on all development, even development that would have no or a nominal impact on traffic.

The existing language is provided below.

**12.04.330 Traffic impact analysis.**

**B. When Required.**

2. A TIA will be required if a proposed development meets one or more of the following conditions:

- a. The proposed project generates more than 10 vehicles in the peak direction of the peak hour on the adjacent streets and intersections. This includes the summation of all turning movements that affect the peak direction of traffic.
- b. The proposed project generates more than 25 percent of the site-generated peak hour traffic through a signalized intersection or “critical” movement at a non-signalized intersection.
- c. The proposed project is within an existing or proposed transportation benefit area. This may include transportation benefit districts (TBD), local improvement districts

(LID), or local/state transportation improvement areas programmed for development reimbursements.

d. The proposed project may potentially affect the implementation of the street system outlined in the transportation element of the comprehensive plan, the six-year transportation improvement program, or any other documented transportation project.

e. If the original TIA was prepared more than two years before the proposed project completion date.

f. The increase in traffic volume as measured by ADT, peak hour, or peak hour of the “critical” movement is more than 10 percent.

CMC 3.11.010 states that geographical boundaries of the TBD are comprised of the corporate city limits of the City of Chehalis.

### **PROPOSED AMENDMENT TO THE CMC**

It is proposed that the City Council amend CMC 12.04.330(B)(2) to state that: A TIA will be required if a proposed development meets ~~one~~ two or more of the following conditions. This proposed change would allow projects that do not have a significant impact on traffic to proceed without the additional time and expense of conducting a TIA.

### **FISCAL IMPACT**

There is no fiscal impact to this code amendment

### **RECOMMENDATION**

It is recommended that the City Council pass Ordinance No. 1030-B on first reading to amend Chapter 12.04.330(B)(2) of the Chehalis Municipal Code to require that two or more listed conditions must be met to require a TIA where development/redevelopment projects are proposed.

### **SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1030-B on first reading, allowing Chapter 12.04.330(B)(2) of the Chehalis Municipal Code to require that two or more conditions must be met prior to requiring a full TIA where development/redevelopment projects are proposed.

**ORDINANCE NO. 1030-B**

**AN ORDINANCE OF THE CITY OF CHEHALIS, WASHINGTON, AMENDING TITLE 12.04.330 ENGINEERING DEVELOPMENT CODE OF THE CHEHALIS MUNICIPAL CODE TO PROVIDE FOR CLARITY IN THE DETERMINATION OF TRAFFIC IMPACT ANALYSIS MINIMUM REQUIREMENTS WHERE NEW DEVELOPMENT IS CONCERNED**

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

**Section 1.** Chehalis Municipal Code Section 12.04.330, Traffic Impact Analysis, shall be amended as follows:

AMENDED 12.04.330(B) When Required

1. The need for a TIA will be based on the size of the proposed development, existing street and intersection conditions, traffic volumes, accident history, community concerns, and other pertinent factors associated with the proposed project.
2. A TIA will be required if a proposed development meets two or more of the following conditions:
  - a. The proposed project generates more than 10 vehicles in the peak direction of the peak hour on the adjacent streets and intersections. This includes the summation of all turning movements that affect the peak direction of traffic.
  - b. The proposed project generates more than 25 percent of the site-generated peak hour traffic through a signalized intersection or “critical” movement at a non-signalized intersection.
  - c. The proposed project is within an existing or proposed transportation benefit area. This may include transportation benefit districts (TBD), local improvement districts (LID), or local/state transportation improvement areas programmed for development reimbursements.
  - d. The proposed project may potentially affect the implementation of the street system outlined in the transportation element of the comprehensive plan, the six-year transportation improvement program, or any other documented transportation project.
  - e. If the original TIA was prepared more than two years before the proposed project completion dated.
  - f. The increase in traffic volume as measured by ADT, peak hour, or peak hour of the “critical” movement is more than 10%

**Section 2.** The effective date of this ordinance shall be the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**PASSED** by the City Council of the city of Chehalis, Washington, and **APPROVED** by its Mayor at a regularly scheduled open public meeting thereof this 13th day of June 2022.

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Mayor

Attest:

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City Clerk

Approved as to form and content:

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City Attorney



**CHEHALIS CITY COUNCIL MEETING  
AGENDA REPORT**

**TO:** The Honorable Mayor and City Council

**FROM:** Jill Anderson, City Manager

**BY:** Tammy Baraconi, Planning and Building Manager

**MEETING OF:** June 13, 2022

**SUBJECT:** Ordinance No. 1031-B, First Reading – A Moratorium on the Establishment of Cryptocurrency Mining or Farming.

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**ISSUE**

In recent years cryptocurrency mining has achieved high profits and as such is a very lucrative business model that requires little investment on the part of the entrepreneur but creates huge demands on electrical resources. The City currently has no regulation in place to control where or how these businesses establish themselves within the City. Therefore, a twelve-month moratorium is being proposed to allow staff time to create a proposal for zoning regulations related to cryptocurrency mining and/or farms.

**DISCUSSION**

Cryptocurrency is a term encompassing code-based protocols supporting an electronic, non-physical media for the exchange of value. Cryptocurrency mining is a continuous process where computers work to solve algorithms to maintain and build an algorithmic chain, or blockchain, and in exchange are granted cryptocurrency. They have an ever-fluctuating value and can be exchanged for conventional currency. Until recently, they have achieved high market prices.

The typical characteristics of cryptocurrency mining include computer hardware, high electricity use, and use of equipment to cool the hardware. Some facilities will use oil baths to help cool the servers involved. The continuous use of specialized computer hardware creates a high-density load situation which is taxing the existing electrical distribution and service infrastructure. As you can imagine our energy consumption characteristics of cryptocurrency mining was not envisioned in the development of the City's plans as they pertain to accommodating future growth.

Some communities have received rolling brown outs and blackouts as result of new cryptocurrency mining. In addition to the black outs, the high-density load also creates a fire safety hazard. Other communities such as Wenatchee, prior to zoning changes, have found cryptocurrency mining operations in apartments as well as shipping containers in residents' yards.

Lewis County PUD, until very recently had a moratorium on cryptocurrency mining operations however that has since expired. This recent event has seen the installation of three new cryptocurrency mining sites in just the past two months. One is in the Port of Chehalis, one is at the old Hacienda Restaurant on Meridian Drive, and the third one is located within Yardbirds.

The mining operation located in the Port has sufficient power. However, the two remaining operations have been told by the PUD that they will not be provided any more power than what has historically

been provided. The three cryptocurrency mining companies currently in place would be allowed to continue operations during the proposed moratorium however, if adopted the moratorium would prohibit new companies from establishing their cryptocurrency mining businesses here until proper regulations are enacted to ensure an orderly and predictable pattern of growth within the City.

**NEXT STEP**

If the City Council passes the proposed ordinance on first reading, a public hearing will be scheduled for July 11, 2022, to take public testimony and a final vote on this matter consistent with applicable law. If passed, the ordinance before you today would place a pause on new cryptocurrency mining operations for a period of up to 12 months.

RCW 36.70A.390 outlines requirements for adoption of a moratorium on zoning controls which requires council to take public testimony within 60 days of adoption of the ordinance. If, after taking public testimony, the Council determines that this proposed legislation is not in the best interests of the public, the ordinance need *not* be passed at second reading.

**FISCAL IMPACT**

There are no fiscal impacts to the City in the adoption of this moratorium.

**RECOMMENDATION**

It is recommended that the City Council pass on first reading Ordinance No. 1031-B - A moratorium on the establishment of cryptocurrency mining or farming for twelve months.

**SUGGESTED MOTION**

I move that the City Council pass Ordinance No. 1031-B on first reading.

## **ORDINANCE NO. 1031-B**

### **AN ORDINANCE OF THE CITY OF CHEHALIS, ADOPTING A MORATORIUM RELATING TO CRYPTOCURRENCY MINING OPERATIONS IN THE CITY OF CHEHALIS, TO BE EFFECTIVE IMMEDIATELY, SETTING A DATE FOR THE PUBLIC HEARING ON, AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION.**

**WHEREAS**, cryptocurrency is a term encompassing code-based protocols supporting an electronic, non-physical media for the exchange of value; and

**WHEREAS**, cryptocurrency mining is a continuous process where computers work to solve algorithms to maintain and build an algorithmic chain, or blockchain, and in exchange are granted cryptocurrency; and

**WHEREAS**, typical physical characteristics of cryptocurrency mining include specialized computer hardware, high electricity use, and the use of equipment to cool the hardware; and

**WHEREAS**, cryptocurrencies have an ever-fluctuating monetary value and can be exchanged for conventional currency; and

**WHEREAS**, the value of certain cryptocurrencies has been achieving high market prices in the recent past; and

**WHEREAS**, the region's low electricity prices create a high rate of return for locating cryptocurrency mining operations in the City; and

**WHEREAS**, the continuous use of specialized computer hardware creates a high-density load situation which is taxing the existing electricity distribution and service infrastructure throughout various parts of the City; and

**WHEREAS**, the use of this specialized computer hardware, creating a high density load situation, in areas or at facilities where the electricity distribution infrastructure is not designed for its high energy loads creates a fire safety hazard; and

**WHEREAS**, the energy consumption characteristics of cryptocurrency mining was not envisioned in the development of the community's plans as they pertain to accommodating future growth; and

**WHEREAS**, if the current trends continue where cryptocurrency mining becomes increasingly prevalent, the Lewis County Public Utility District (PUD) may not be able to meet the community's electricity consumption needs in a timely manner and therefore the community would not be able to accommodate its projected growth without the siting and construction of significant electrical infrastructure including power substations and lines; and

**WHEREAS**, the Lewis County PUD, as a public utility, does not have economic development authority or the ability to enforce or regulate the City's community or economic development goals. and;

**WHEREAS**, it is the City of Chehalis's understanding that Lewis County PUD, as a public utility, has limited legal authority, beyond rates and service regulations, to ensure that the public health safety concerns are adequately addressed, or that after connecting a High Density Load (HDL) there is sufficient capacity reserved in the electrical infrastructure to meet the City's community and economic development goals; and

**WHEREAS**, the Chehalis City Code does not currently have a specific land use category for cryptocurrency mining; and

**WHEREAS**, City staff, in cooperation with Lewis County PUD staff, need

time to study the impacts cryptocurrency mining has on the electricity distribution network and to develop standards to appropriately evaluate and address the impacts; and

**WHEREAS**, the Chehalis City Council hereby finds that an emergency moratorium to regulate further establishment of cryptocurrency mining in the City of Chehalis until the Lewis County PUD and the City can study the appropriate land use and/or licensing regulations to address cryptocurrency mining; and

**WHEREAS**, RCW 36.70A.390 and RCW 35A.63.220 authorize the City Council to adopt an moratorium for a period of up to twelve (12) months if a public hearing on the proposal is held within at least 60 days of its adoption and immediately following the public hearing findings of fact are adopted providing for the twelve (12) month period; and

**WHEREAS**, the City Council desires to impose a twelve (12) month moratorium regulating cryptocurrency mining operations in the City of Chehalis; and;

**WHEREAS**, moratoriums enacted under RCW 36.70A.390 are methods by which local governments may preserve the status quo so that new regulations will not be rendered moot by intervening development; and

**WHEREAS**, in conformity with the responsibilities of the City of Chehalis to meet health, safety, and general welfare requirements and provide zoning and land use regulations pursuant to state law, and the City's authority to regulate land use activities within its corporate limits, the City intends to develop appropriate zoning requirements for the regulation of cryptocurrency mining operations.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CHEHALIS, WASHINGTON, DO ORDAIN** as follows:

**SECTION I**  
**Findings**

The recitals set forth above are hereby adopted as the City Council's findings in support of the moratorium imposed by this Ordinance.

**SECTION II**  
**Definitions**

Pursuant to Washington State law, a moratorium that amends the Chehalis Municipal Code (CMC) by the addition of the following sections to read as follows:

17.06.505 "Cryptocurrency mining" means the operation of specialized computer equipment for the primary purpose of mining one or more blockchain based cryptocurrencies such as Bitcoin. This activity typically involves the solving of algorithms as part of the development and maintenance of a blockchain which is a type of distributed ledger maintained on a peer-to-peer network. Typical physical characteristics of cryptocurrency mining include specialized computer hardware; High Density Load (HDL) electricity use; a high Energy Use Intensity (EUI) where the operating square footage as determined by the Utility is above 250kWh/fr<sup>2</sup>/year and with a high load factor in addition to the use of equipment to cool the hardware and operating space. For the purposes of the associated regulations, cryptocurrency mining does not include the exchange of cryptocurrency or any other type of virtual currency nor does it encompass the use, creation, or maintenance of all types of peer-to-peer distributed ledgers."

**SECTION III**  
**Moratorium Enacted for Effective Term**

The City of Chehalis hereby enacts a moratorium on the use and development of cryptocurrency mines, as defined, within the city limits.

The moratorium set forth in this Ordinance shall be in effect for a period of twelve (12) months from the date this Ordinance is passed and shall automatically expire at the conclusion of that twelve (12) month period unless the same is extended by the City as provided in state law or unless terminated sooner by Ordinance.

**SECTION IV**

## **Public Hearing**

Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing, on the moratorium imposed, on July 11, 2022 at 5 p.m., upon notice. Immediately after the public hearing, the City Council shall adopt both findings of fact on the subject of this moratorium and either justify its continued imposition or cancelation.

## **SECTION V Severability**

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance or its application to any other person or situation.

## **SECTION VI**

### **Declaration of Emergency**

The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority plus one of the whole membership of the Council, and that the same is not subject to a referendum if passed by unanimous vote of the council (RCW 35A.11.090). Without an immediate moratorium on the City's acceptance of development applications for cryptocurrency mining within City limits, such applications could become vested, leading to development that could be incompatible with the development regulations eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City (upon knowledge of the City's intent to review the appropriateness of these uses in City limits) in an attempt to vest rights for an indefinite period of

time.

**SECTION VII**  
**Effective Date**

This Ordinance, as a public emergency ordinance necessary for the protection of public safety, property, or welfare, shall take effect immediately upon passage by a majority plus one vote of the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF CHEHALIS** at a regular meeting thereof, this 11<sup>th</sup> day of July, 2022.

**CITY OF CHEHALIS**

By: \_\_\_\_\_  
Anthony Ketchum, Mayor

Attest:

By: \_\_\_\_\_  
Kassi Mackie, City Clerk

Approved for form:

By: \_\_\_\_\_  
Erin Hillier, City Attorney