



CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 16, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.



I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the January 2, 2018, Camas City Council Regular and Workshop meeting minutes.
 -  [January 2, 2018 Camas City Council Regular Meeting Minutes - Draft](#)
 - [January 2, 2018 Camas City Council Workshop Meeting Minutes - Draft](#)
- B. Approve the automated clearing house and claim checks as approved by the Finance Committee.
- C. Authorize the write-off of the December 2017 Emergency Medical Services (EMS) billings in the amount of \$89,326.41. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (Submitted by Pam O'Brien)
- D. Authorize the Mayor to sign the Professional Services Agreement with DKS Associates to complete a citywide Transportation Plan, Transportation Impact Fee (TIF) Study Update, review of the City's Level of Service (LOS) parameters in the Camas Comprehensive Plan, and further study of the SR-500 corridor including the intersection of NE Lake Road and NE Everett Street. \$175,000 was allocated in the 2017 budget to complete the Transportation Plan and TIF Study Update. The total amount of this contract is not to exceed \$195,680. The 2018 budget allocation for this project will be included in the spring omnibus. (Submitted by James Carothers)
 -  [DKS Associates Consultant Agreement for Transportation Plan](#)

- E. Approve the Final Pay Estimate to PCR, Inc. for the Forest Home Landslide Repair Project in the amount of \$420,525.96 and accept the project as complete. (Submitted by James Carothers)

 [Final Pay Estimate for Forest Home Landslide Repair](#)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Announcements
- B. 2018 Citizen Appointments to Boards, Commissions and Committees

 [2018 Camas Mayor Appointments to Boards Commissions and Committees.pdf](#)

- C. Mayor's Volunteer Spirit Award


 [January 2018 Jerry and Mary Sauer](#)

VIII. MEETING ITEMS

- A. Public Hearing for Ordinance No. 18-002 Amendment to Camas Municipal Code (CMC) Title 16 Environment
Details: A public hearing to consider an ordinance amending CMC Title 16 Environment. The minor revision consists of one update to Chapter 16.57 Frequently Flooded Areas to maintain compliance with the National Flood Insurance Program (NFIP), which allows citizens within the community to obtain flood insurance and other types of federal disaster aid. This item was discussed at the January 2, 2018 Council Workshop.

Presenter: Lauren Hollenbeck, Senior Planner

Recommended Action: Staff recommends that Council conduct a public hearing, deliberate and move to adopt Ordinance No. 18-002 and publish according to law.

 [Ordinance No. 18-002 Amending Chapter 16.57 of the CMC](#)
[Staff Report to Council - Amendment to CMC Title 16 Environment](#)
[CMC 16.57 Exhibit 1 redline version](#)
[CMC 16.57 Exhibit 2 clean version](#)

- B. Interlocal Agreement for Commute Trip Reduction (CTR)
Details: Local agencies with 100 employees or more are required to participate in the Washington State CTR Program per the Revised Code of Washington (RCW) Chapter 70.94. The CTR program is intended to encourage public and private agencies with 100 employees or more to use alternate commute modes other than the single occupancy vehicle. The City of Vancouver coordinates this program for Southwest Washington. The Interlocal Agreement between Vancouver and the neighboring

agencies is updated bi-annually in conjunction with the regional work plan for the area. This agreement transfers the Washington State Department of Transportation (WSDOT) CTR funds for the affected Camas employers to the CTR regional administrator.

Presenter: Jennifer Gorsuch, Administrative Services Director

Recommended Action: Authorize the Mayor to sign the Interlocal Agreement for CTR between Vancouver, Camas, Washougal and Clark County, adopting the CTR Work Plan for the Washington State fiscal biennium 2017-2019.

 [2017-2019 CTR Interlocal Agreement and Work Plan](#)

C. Clark Regional Emergency Services Agency (CRESA) Agreements

Details: CRESA has changed organizational structure, requiring the execution of two new service agreements. The first agreement is for 911 Services and the second is for Emergency Management Services.

Presenter: Pete Capell, City Administrator

Recommended Action: Staff recommends Council move to approve both CRESA Agreements.

 [CRESA Founding Public Agency Service Agreement](#)

[CRESA County and Cities Service Agreement](#)

[CRESA Bylaws](#)

[Exhibit A - User Cost Allocation Formula](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Tuesday, January 2, 2018, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Higgins called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith, Shannon Turk, Deanna Rusch, Deanna Rusch and Greg Anderson

Staff: Bernie Bacon, Phil Bourquin, Pete Capell, Shawn MacPherson, Steve Wall and Alicia Pacheco (intern)

Press: Tori Benavente, Camas-Washougal Post-Record

IV. PUBLIC COMMENTS

No one from the public wished to speak.

V. OATH OF OFFICE

A. Oath of Office

Details: City Attorney Shawn MacPherson administered the Oath of Office for newly appointed Council Member Deanna Rusch, Position 1 of Ward 1. The term began January 1, 2018, and ends December 3, 2018.

Presenter: Shawn MacPherson, City Attorney

 [Rusch Oath of Office](#)

VI. CONSENT AGENDA

A. Approved the December 18, 2017, Camas City Council Regular and Workshop meeting minutes.

 [December 18, 2017 Camas City Council Regular Meeting Minutes - Draft](#)
[December 18, 2017 Camas City Council Special Meeting Minutes - Draft](#)

B. Approved automated clearing house and claim checks numbered 135815 to 135917 in the amount of \$413,413.64. Approved automated clearing house, direct deposit and payroll checks numbered 7533 to 7545 and payroll accounts payable checks numbered 135368 through 135382 in the amount of \$1,853,331.87. Approved

electronic payments for December 2017 in the amount of \$2,390,889.92.

- C. Authorized the Mayor to sign Consultant Agreement Amendment No. 1 with Harper Houf Peterson Righellis Inc. (HHPR) for an additional \$55,865 for unforeseen cultural resources work to complete the design, plans and specifications for the Heritage Trailhead Parking Expansion. The new contract total is not to exceed \$181,405. This work is funded in the 2017 budget. (Submitted by James Carothers)

 [Heritage Trail Parking Consultant Contract Amendment 1](#)

It was moved by Council Member Smith, seconded by Council Member Carter, to approve the Consent Agenda. The motion carried unanimously.

VII. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

There were no comments from Council.

VIII. MAYOR

- A. Announcements

Mayor Higgins wished everyone a Happy New Year.

- B. 2018 Camas City Council Committee Appointments

 [2018 Camas City Council Committee Appointments](#)

It was moved by Council Member Turk, seconded by Council Member Smith, to approve the 2018 Council Committee appointments as submitted by the Mayor. The motion carried unanimously.

A motion was made by Council Member Anderson, seconded by Council Member Turk, to appoint Don Chaney as Mayor Pro Tem for 2018. The motion carried unanimously.

IX. MEETING ITEMS

- A. Public Hearing for Resolution No. 18-001 Pre-Annexation Development Agreement (DA) Extension

Details: Staff requested a 60-day extension of the January 7, 2008 Pre-Annexation DA approved through Resolution No. 1122 and amended by the March 16, 2010 Addendum to Pre-Annexation DA. The purpose of the extension is to utilize language from the DA for future economic development in the area. The current DA would otherwise expire on January 7, 2018.

Presenter: Phil Bourquin, Community Development Director

 [Pre-Annexation Development Agreement](#)
[Pre-Annexation Development Agreement Addendum](#)
[Public Notice for Public Hearing](#)
[Second Addendum DA \(current\)](#)
[Resolution No. 18-001](#)

Mayor Higgins opened the public hearing at 7:11 p.m.

The following members of the public spoke:
Randy Printz, 805 W Broadway, Vancouver

The public hearing was closed at 7:15 p.m.

It was moved by Council Member Chaney, seconded by Council Member Hogan, that Resolution No. 18-001 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, seconded by Council Member Hogan, that Resolution No. 18-001 be adopted. The motion carried unanimously.

- B. Ordinance No. 18-001 An Ordinance Addressing Animal Noise
Details: The City of Camas has existing statutory language in Camas Municipal Code (CMC) 6.08.140 that addresses dogs that habitually bark, whine or howl to a degree that it is disruptive to neighbors or creates a public nuisance. That language was declared unconstitutional by the Washington State Supreme Court in *Spokane v. Fischer*, 110 Wn. 2d 541 (1988). A modification to the old language of CMC 6.08.140 will establish new standards to correct the deficiency, which must be met before enforcement can occur.
Presenter: Pete Capell, City Administrator

 [Ordinance No. 18-001 - Addressing Barking Dog Code Language](#)

It was moved by Council Member Turk, seconded by Council Member Carter, that Ordinance No. 18-001 be read by title only. The motion carried unanimously.

It was moved by Council Member Turk, seconded by Council Member Carter, that Ordinance No. 18-001 be adopted and published according to law. The motion carried unanimously.

X. PUBLIC COMMENTS

No one from the public wished to speak.

XI. ADJOURNMENT

The meeting adjourned at 7:21 p.m.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Tuesday, January 2, 2018, 4:30 PM
City Hall, 616 NE 4th Avenue

Due to technical difficulties, there is no video of the first portion of the meeting.

I. CALL TO ORDER

Mayor Higgins called the meeting to order at 4:30 p.m.

II. ROLL CALL

Staff: Jerry Acheson, Bernie Bacon, Phil Bourquin, Pete Capell, Lauren Hollenbeck, Cathy Huber Nickerson, Leona Langlois, Robert Maul, Nick Swinhart, Connie Urquhart, Steve Wall and Alicia Pacheco (intern)

Press: Tori Benavente, Camas-Washougal Post-Record

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. Camas Transportation Plan Consultant Agreement

Details: The attached scope and budget detail the proposed work to be done by the DKS Associates team to provide an updated Transportation Plan, Transportation Impact Fee (TIF) Study Update, a review of the City's Level of Service (LOS) parameters in the Camas Comprehensive Plan, and further study of the SR-500 corridor including the intersection of NE Lake Road and NE Everett Street. The 2017 Budget includes \$175,000 to complete the Transportation Study. The total amount of this contract is not to exceed \$195,680. The 2018 budget allocation for this project will be included in the spring omnibus.

Presenter: Steve Wall, Public Works Director

 [Transportation Plan Scope and Budget](#)

Staff requested proposals from qualified engineering firms and selected DKS to complete a Transportation System Plan. Staff worked with Consultant to develop a Scope of Work and Fee Estimate. Budget available in 2017, was \$175,000. Staff proposed to carry that money over into 2018, and requested that Council add additional funds in the Spring Omnibus to cover the approximate \$195,000 cost of the full scope.

Wall stated the Plan will include taking a closer look at the intersection of NE Lake Road and NE Everett Street, to develop a funding strategy and project

design parameters; a review of the City's cross-sections including components within right-of-way and depth of rock and asphalt; and attendance by consultant at different types of meetings with Council, Planning Commission, Economic Development Committee and others if needed.

This item will be placed on the January 16, 2018 Consent Agenda for Council's consideration.

B. Public Works Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Steve Wall, Public Works Director

Wall announced that the City of Camas has been selected as one of 10 cities in Washington State to work with American Water Works Association and Department of Health to complete a Water Loss Assessment.

Wall provided an update about the Larkspur Road Improvement Project; staff are currently working on right-of-way acquisition. Acquisition is taking longer than anticipated and has potential to impact bidding schedule and project completion.

Wall stated that the City Hall Roof Project is progressing. The contractor is working as weather allows.

Wall and Capell provided an update about the Winter Storm Event that hit Camas over Christmas. Public Works Crews worked on Christmas Eve and Christmas Morning to deice roadways.

Wall stated that the Heritage Trail Parking Lot Consultant Contract Amendment is on the January 2, 2018 Consent Agenda. Staff met with the Council Members that had questions to provide additional information and address concerns.

C. Pre-Annexation Development Agreement Extension

Details: Staff requested a sixty day extension of the Pre-Annexation Development Agreement approved through Resolution No. 1122, dated January 7, 2008, and amended by the Addendum to Pre-Annexation Agreement dated March 16, 2010.

The purpose of the extension is to utilize the language from the Development Agreement for future economic development in the area. The current Development Agreement would otherwise expire on January 7, 2018.

Presenter: Phil Bourquin, Community Development Director


 [Pre-Annexation Development Agreement](#)
[Pre-Annexation Development Agreement Addendum](#)
[2nd Addendum to Development Agreement \(current action\)](#)
[Public Notice for Public Hearing](#)
[Resolution No. 18-001](#)

Bourquin provided an overview of the extension. This item was also on the January 2, 2018 Regular Meeting Agenda as a public hearing.

D. Minor Amendment to Camas Municipal Code (CMC) Title 16 Environment

Details: The minor revision consists of one update to Chapter 16.57 Frequently Flooded Areas to maintain compliance with the National Flood Insurance Program (NFIP), which allows citizens within the community to obtain flood insurance and other types of federal disaster aid. Planning Commission conducted a public hearing on December 12, 2017. The Commission forwarded a recommendation of approval to Council. Exhibit 1 is the redline version of the draft amendment that illustrates the proposed change. Exhibit 2 is the clean version of the proposed amendment. Staff presented the amendment to Council.

Presenter: Lauren Hollenbeck, Senior Planner

 [Staff Report to Council](#)
[Exhibit 1 Redline Version](#)
[Exhibit 2 Clean Version](#)
[Exhibit 3 SEPA](#)

Hollenbeck provide an overview about the amendments. This item will be placed on the January 16, 2018 Regular Council Meeting Agenda for Council's consideration, following a public hearing.

E. Community Development Miscellaneous and Updates

Details: This is a placeholder for miscellaneous or emergent items.

Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous items or updates.

F. Clark Regional Emergency Services Agency (CRESA) Agreements

Details: CRESA is in the process of transitioning from a "Non-Legal Entity" formed under the Interlocal Cooperation Act to a Public Development Authority (PDA) formed under RCW 35.21.730. The change reduces the liability to the City of Camas. In the past model, the partner agencies could be liable for a portion of claims against CRESA. That is not the case with the new organizational structure. As a result of the new structure, it is necessary to execute two new services agreements. The first is for 911 services and the second addresses Emergency Management Services.

Presenter: Pete Capell, City Administrator

 [CRESA Founding Public Agency Service Agreement](#)
[CRESA County and Cities Service Agreement](#)
[CRESA PDA BYLAWS](#)
[Exhibit A \(Bylaws\) - Service Fee Formula](#)

This item will be placed on the January 16, 2018 Regular Council Meeting Agenda for Council's consideration.

G. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Peter Capell, City Administrator

Capell commented about the recent snow and ice incidents, the North Shore property acquisition, and that the Camas Pool will not be able to open due to the

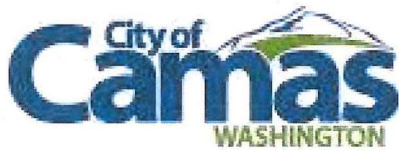
numerous deficiencies noted on the last Public Health Department inspection. Capell informed Council regarding the January 26 and 27, 2018 Planning Conference Agenda. Capell provided an overview about the Level of Service review staff are conducting across all departments.

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

NOTE: The City welcomes participation of its citizens in the public meeting process. Effort will be made to ensure anyone with special needs can participate. For more information call 360.834.6864.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. T1002

CAMAS TRANSPORTATION PLAN AND TRAFFIC IMPACT FEE UPDATE

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and "DKS Associates", hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Camas Transportation Plan and Traffic Impact Fee Update.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2019**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 14 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be billed monthly (fixed fee, percent complete) for the work performed under this agreement pursuant to the fee schedule attached as **Exhibit "A"**. Consultant billing rates are attached as **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Consultant's Liability Insurance. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:

- a. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident 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.
- b. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises,

operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

- c. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
 - d. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 - e. Verification Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
(Public Law 100-259)
- Americans with Disabilities Act of 1990

(42 USC Chapter 126 Section 12101 et. seq.)

- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
15. Notices. Notices to the City of Camas shall be sent to the following address:
James E. Carothers
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7230
FX: 360-834-1535
jcarothers@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Reah Flisakowski
DKS Associates
720 SW Washington, Suite 500
Portland, OR 97205
PH: (503) 243-3500
FX: (503) 243-1934
rlf@dksassociates.com

16. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.
17. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

DATED this _____ day of _____, 2018.

CITY OF CAMAS:

CONSULTANT:

DKS Associates

By _____
Scott Higgins, Mayor

By _____
Authorized Representative

Approved as to Form:

City Attorney

EXHIBIT “A” SCOPE OF SERVICES

Scope of Work:

Camas Transportation Plan and Traffic Impact Fee Update

The consultant team will develop a new Camas Transportation Plan and Traffic Impact Fee program. The primary objective is to establish existing and future needs and opportunities, develop a prioritized list of projects, evaluate potential funding sources and establishing a revised traffic impact fee program. The study area will be based on the Camas urban growth area. The final plans will be compliant with the requirements of RCW 36.70A.108 and WAC 365-196-430 as well as coordinate with WSDOT, Clark County, City of Vancouver, City of Washougal and Southwest Washington Regional Transportation Council.

Specific work tasks include:

Task 1 – Background Plan Review and Goals

Work Activities:

Task 1.1 Review Current Plans, Policies, and Traffic Impact Fee Program

- Provide summary of current state, county, regional and local transportation plans and policies that are relevant to this planning effort, including:
 - 2035 Camas Comprehensive Plan
 - 2016 SR-500 & 6th Avenue and Northshore arterial corridors analyses
 - Crown Road Corridor Plan
 - 2014 Regional Transportation Plan for Clark County
 - 2007-2026 WSDOT Highway System Plan
 - 2016 Washington Department of Commerce Periodic Update Checklist for Cities
 - 2016-2035 Clark County Capital Facilities Plan
 - 2010 Clark County Bicycle and Pedestrian Plan
 - Clark County Arterial Atlas with 2017 Amendments
 - 2004 Vancouver Transportation Plan
 - Vancouver 2018-2023 Transportation Improvement Program
 - 2016 Washougal Transportation Capital Facilities Plan
 - Federal Functional Classification Map for Washington
- Provide review of current traffic impact fee program and TIF methodology
- Make recommendations regarding preliminary revisions or issues to be addressed

Task 1.2 Goals, Objectives and Evaluation Criteria

- Review 2035 Camas Comprehensive Plan goals to develop transportation planning objectives and evaluation criteria

Assumptions:

- City staff will provide relevant background plans and policies for this work task. Items could include: past transportation plan elements and traffic studies, historical count data, transit plans, regional trail plans, and the latest regional plan

Deliverables:

- *Draft and Final Technical Memo #1 - Background Plans, Policies and Traffic Impact Fee Summary*

Task 2 –System Inventory and Existing Conditions Analysis

Work Activities:

Task 2.1 Data Collection

- Collect weekday PM peak period (4 to 6 PM) turn movement traffic counts (including motor vehicles, pedestrians, bicycles, transit, and heavy vehicles) at up to 50 study intersections
- Obtain collision data from WSDOT for the past five years at the study intersections and along collector and arterial facilities (based on city designations).
- Obtain available GIS mapping data from the City to support the system evaluation and the creation of graphics for the plan update

Task 2.2 System Inventory

- Conduct inventory of the arterial and collector roadway system for motor vehicles. Inventory items to include: number of travel lanes, type of major intersection traffic controls (signal or roundabout), posted speed limits, roadway jurisdiction, and street functional classification
- Conduct inventory of the arterial and collector roadways and trail system for walking and biking. Inventory items to include: sidewalks, enhanced pedestrian crossings (rapid flashing beacons, traffic signals), and bikeways.
- Compile readily available data about existing transit routes, ridership and bus stop locations
- Compile readily available data about deficient roadway pavement and bridges, including location, and estimated cost to repair or replace

Task 2.3 Evaluate Existing Conditions

- Review system spacing and connectivity and identify key gaps for vehicle and multimodal travel
- Review available freight plans and data to identify primary needs and routes
- Create a Synchro operations model of the study intersections to represent 2018 existing conditions. The model will be used to report intersection performance (level of service, delay, volume to capacity ratio), and identify existing operational deficiencies and local system needs based on state and local performance standards.

- Review collision data, calculate intersection and roadway crash rates and identify top five high crash corridors and top ten high crash intersections.
- Identify existing operational and safety deficiencies and system connectivity needs for all modes
- Document existing transportation system conditions in Technical Memorandum #2

Assumptions:

- City will provide a copy of their available GIS data that is relevant to the transportation system
- City will identify up to 50 study intersections
- City to provide available recent traffic count data
- City to provide Pavement Management Program Inventory
- DKS will obtain current travel demands for base year and 2040 scenarios from SWRTC

Deliverables:

- *Draft and Final Technical Memo #2 – Transportation Systems Inventory and Existing Conditions Analysis*

Task 3 – Future Multimodal Needs and Deficiencies

Work Activities:

Task 3.1 Future Traffic Forecasts

- Prepare a local street level mesoscopic model from the regional travel demand models to include local street level speed and traffic control inventory and assign trip tables to the network utilizing Highway Capacity Manual Methodology for node delay.
- Develop TAZ land use allocation to a similar level as the 2012 TIF update. Review detailed land use inventories and work from recent planning studies to develop land use allocations for the refined TAZs. Document land use growth projections (residential and employment) by TAZ in map format.
- Document regional projects that are assumed to be constructed by 2040 and are incorporated in the SWRTC model in map format
- Forecast year 2040 PM peak hour baseline traffic volumes at the study intersections

Task 3.2 Evaluate Future Multimodal System

- Identify future operational deficiencies at the study intersections. Provide roadway segment v/c ratios for key corridors based on the travel demand model.
- If operational deficiencies are identified (study intersection or roadway segment), up to three revised 2040 model runs will be conducted to test additional roadway network improvements to support Task 5.

- Assess 2040 system performance on arterial and collector roadways for walking, biking and driving trips using appropriate methods (motor vehicle level of service, bike and walking levels of traffic stress).
- Incorporate findings and recommendations from the SR-500 & 6th Avenue and Northshore arterial corridors analyses into the 2040 baseline analysis
- Conduct a detailed corridor analysis of SR 500-Everett Street between 23rd Avenue and Leadbetter Road to identify future travel needs for all users on the corridor.
- Conduct a detailed corridor analysis of NW 6th Avenue between Norwood Street and Adams Street to identify future travel needs for all users on the corridor.
- Identify additional needs to support walking, biking and transit travel with planned growth to 2040. This will include new or upgraded walking and biking facilities, enhanced arterial and collector crossing treatments (including intersections and trail crossings), bus shelters, street lighting and other amenities.
- Provide maps for transit, bikes, pedestrians, and motor vehicles that show existing network gaps
- Document future transportation needs and other operational deficiencies that are expected with planned growth to 2040 in Technical Memorandum #3

Assumptions:

- Prior to making 2040 forecasts, the City and SWWRTC will confirm the adequacy of the land use assumptions and allocations
- City to provide 2016 SR-500 & 6th Avenue and Northshore arterial corridors analyses

Deliverables:

- *Draft and Final Technical Memo #3 - Future Baseline Conditions Analysis*

Task 4 – Review Transportation Standards

Work Activities:

Task 4.1 Transportation Standards

- Review current transportation standards (for example, intersection operations for concurrency, functional classifications, access management, block spacing) and recommend revisions
- Provide examples of best practices for transportation standards in peer communities
- Consider alternatives to current roadway cross-section standards to include classifications based on adjacent land uses
- Develop pedestrian, bicycle and traffic management treatment toolboxes to support complete street policy
- Review Federal Functional Classifications for Camas and recommend revisions as needed
- Document findings and recommendations from this task in Technical Memo #4

Assumptions:

- City staff will provide existing standards and related documentation for review and will provide feedback on how the current standards are working

Deliverables:

- *Draft and Final Technical Memo #4 – Recommended Transportation Standards*

Task 5 – Solutions Identification and Alternative Analysis

Work Activities:

Task 5.1 Identify Potential Solutions

- Review identified deficiencies and needs relative to the improvement projects already identified in adopted plans, and highlight cases where new or expanded solutions are required
- Develop potential solutions to address remaining needs to serve planned growth. Alternatives analysis will include:
 - Roadway connections between Port of Camas-Washougal and downtown
 - Roadway cross-sections and intersection improvements on NW 6th Avenue between Norwood Street and Adams Street
 - Roadway cross-sections and intersection improvements on SR 500-Everett Street between 23rd Avenue and Leadbetter Road (including the SR-500-Everett Street/Lake Road intersection)
 - Verify improvements identified in the Crown Road Corridor Plan (conducted by Global Transportation Engineering)

Task 5.2 Evaluate Potential Solutions

- Evaluate potential new solutions using the evaluation criteria identified in Task 1 to assess their effectiveness in achieving community goals.
- Provide maps for transit, bikes, pedestrians, and motor vehicles that identifies solutions to existing network gaps.
- Recommend multimodal projects and strategies, focus on low-cost/high benefit solutions
- Recommend safety improvements for high crash corridors and intersections
- Review and update roadway functional classifications to reflect recommended project list
- Develop Local Street Connectivity Plan based on existing parcel map, street network and environmental constraints

Deliverables:

- *Draft and Final Technical Memo #5 – Solutions Identification and Evaluation*

Task 6 – Traffic Impact Fee Alternatives Analysis

Work Activities:

Task 6.1 Evaluate TIF Program

- Conduct an evaluation of alternatives for structuring the Traffic Impact Fee, considerations such as the following will be explored:
 - Daily vs. PM peak trips
 - Citywide vs. district areas vs. overlay areas
 - Full vs. partial project costs
 - Reimbursement costs
 - Include multi-modal improvement costs
 - Opportunities for other funding sources
 - Specific vs. general land use categories
- Identify current and future volume to capacity ratios for roadway intersections
- Identify existing and future level of service measures for bicycle and pedestrian facilities that are not part of roadway projects
- Prepare and confirm TIF cost basis and growth share assumptions for up to three alternatives (e.g., high, medium and low TIF cost per trip)
- Document findings and recommendations in Technical Memorandum #6

Assumptions:

- City will provide background funding information including TIF balance and committed debt information and TIF administration costs

Deliverables:

- *Draft and Final Technical Memo #6 – Traffic Impact Fee Alternative Analysis*

Task 7 – Finance Program

Work Activities:

Task 7.1 Funding and Projects

- Estimate future transportation funds based on historic sources and expenditures provided by the city, forecasts funds for the ten-year 2027 and long-term year 2040 planning scenarios
- Prepare a 2040 transportation capital facility project list with descriptions and an accompanying project map
- Review project cost estimates provided in other agency plans, update as needed. Provide planning level cost estimates for new or revised projects

- Provide the City's six-year Transportation Improvement Program (TIP) project list based on forecasted available funding and evaluation criteria
- Provide information on additional transportation revenue sources to consider for potential funding shortfalls, including discussion related to potential traffic impact fee

Deliverables:

- *Draft Transportation Project List and Six-Year Transportation Improvement Program*

Task 8 – Transportation Plan and Traffic Impact Fee Update

Work Activities:

Task 8.1 Draft and Final Plans

- Combine findings and recommendations to prepare Initial Draft, Hearing Draft and Final Transportation Plan
- Prepare Initial Draft, Hearing Draft and Final Transportation Capital Facilities Plan
- Consultant to complete Department of Commerce periodic update checklist for Draft Capital Facilities Plan

Deliverables:

- *Initial Draft, Hearing Draft and Final Transportation Plan*
- *Initial Draft, Hearing Draft and Final Traffic Impact Fee Update*

Task 9 – Public Involvement

Work Activities:

Task 9.1 Meetings and Hearings

- Attend and present technical materials up to 2 stakeholder advisory committee meetings at key checkpoints in the planning process
- Attend and present technical materials at up to 5 meetings with staff (Community Development and Public Works)
- Attend and present technical materials at up to 2 meetings with the ad-hoc economic development committee
- Attend and present technical materials at 1 Planning Commission and up to 2 City Council work sessions
- Present Draft Transportation Plan at up to 2 City Council hearings

Assumptions:

- The City will support and publish all materials on their web site, including project content, schedules, and deliverables
- The City will develop the roster for the advisory stakeholder committee that will review and discuss interim work products
- The City will schedule, host and facilitate all meetings and hearings

Deliverables:

- *Attend project and public meetings as described above*
- *Provide related agendas and presentations for meetings and work sessions*

BUDGET

Task	Description	Budget
Task 1.1	Review Current Plans, Policies and TIF Program	\$1,460
Task 1.2	Goals, Objectives and Evaluation Criteria	\$3,570
Task 2.1	Data Collection	\$1,360
Task 2.2	System Inventory	\$8,940
Task 2.3	Evaluate Existing Multimodal System	\$15,345
Task 3.1	Future Traffic Forecasts	\$26,445
Task 3.2	Evaluate Future Multimodal System	\$18,425
Task 4.1	Standards Assessment	\$9,895
Task 5.1	Identify Potential Solutions	\$4,980
Task 5.2	Evaluate Potential Solutions	\$12,765
Task 6.1	Evaluate TIF Program	\$4,325
Task 7.1	Funding and Projects	\$8,020
Task 8.1	Draft and Final Plans	\$14,920
Task 9.1	Meetings and Hearings	\$18,970
DKS Expenses and Data Collection		\$8,500
FCS Subconsultant		\$37,760
TOTAL		\$195,680

**EXHIBIT “B”
CONSULTANT BILLING RATES**

DKS Associates, Inc.										
CAMAS TRANSPORTATION PLAN - BUDGET ESTIMATE		Principal	Project Manager	Transportation Planner	VISUM Modeler	Transportation Engineer Associate	Graphics/GIS	Admin	FCS subconsultant	DKS TASK TOTAL
		\$ 260.00	\$ 175.00	\$ 140.00	\$ 130.00	\$ 110.00	\$ 100.00	\$ 85.00		
TASK										
1.0	BACKGROUND PLAN REVIEW AND GOALS									
1.1	Review Current Plans, Policies and TIF Program									
	Conduct Reviews, Identify Issues			1		12				
	SubTotal	0	0	1	0	12	0	0		
		\$ -	\$ -	\$ 140	\$ -	\$ 1,320	\$ -	\$ -		\$ 1,460
1.2	Goals, Objectives and Evaluation Criteria									
	Review Comp Plan, Develop Goals, Objectives and Evaluation Criteria			2		8				
	TM #1 Draft		1	8		4				
	TM #1 Final		1	2		2				
	SubTotal	0	2	12	0	14	0	0		
		\$ -	\$ 350	\$ 1,680	\$ -	\$ 1,540	\$ -	\$ -		\$ 3,570
	TASK HOURS	0	2	13	0	26	0	0		41
	Cost Subtotals=	\$ -	\$ 350	\$ 1,820	\$ -	\$ 2,860	\$ -	\$ -	\$ 2,910	\$ 5,030
2.0	SYSTEM INVENTORY AND EXISTING CONDITIONS ANALYSIS									
2.1	Data Collection									
	Compile available data		1			8				
	Collect intersection counts (50 PM 2-hour counts)					2		1		
	SubTotal	0	1	0	0	10	0	1		
			\$ 175	\$ -	\$ -	\$ 1,100	\$ -	\$ 85		\$ 1,360
2.2	System Inventory									
	Field Visit		2	8		16				
	GIS Mapping of Inventory and Data		2	16		8	8			
	Compile transit, pavement and bridge data			4		8				
	SubTotal	0	4	28	0	32	8	0		
		\$ -	\$ 700	\$ 3,920	\$ -	\$ 3,520	\$ 800	\$ -		\$ 8,940
2.3	Evaluate Existing Multimodal System									
	Review System Spacing and Connectivity Needs		1	2		4				
	Existing Intersection Operations Analysis		1	4		16				
	Safety Analysis		1	4		16				
	Identify System Deficiencies and Needs		2	4		16				
	TM #2 Draft	1	2	24		8	8			
	TM #2 Final		1	4		2	1	1		
	SubTotal	1	8	42	0	62	9	1		
		\$ 260	\$ 1,400	\$ 5,880	\$ -	\$ 6,820	\$ 900	\$ 85		\$ 15,345
	TASK HOURS	1	13	70	0	104	17	2		207
	Cost Subtotals=	\$ 260	\$ 2,275	\$ 9,800	\$ -	\$ 11,440	\$ 1,700	\$ 170	\$ -	\$ 25,645
3.0	FUTURE MULTIMODAL NEEDS AND DEFICIENCIES									
3.1	Future Traffic Forecasts									
	Prepare Base and Future Forecast Model		1	2	40	120				
	Develop TAZ Land Use Allocations		1	4	24	16				
	Forecast 2040 PM Peak Hour Volumes	1	1	1	4	8				
	SubTotal	1	3	7	68	144	0	0		
		\$ 260	\$ 525	\$ 980	\$ 8,840	\$ 15,840	\$ -	\$ -		\$ 26,445
3.2	Evaluate Future Multimodal System									
	Review Future System Spacing and Connectivity Needs		1	4		4	4			
	Future Intersection Operations Analysis		1	2		8				

DKS Associates, Inc.											
CAMAS TRANSPORTATION PLAN - BUDGET ESTIMATE		Principal	Project Manager	Transportation Planner	VISUM Modeler	Transportation Engineer Associate	Graphics/GIS	Admin	FCS subconsultant	SUBTASK TOTAL	DKS TASK TOTAL
		\$ 260.00	\$ 175.00	\$ 140.00	\$ 130.00	\$ 110.00	\$ 100.00	\$ 85.00			
	Identify Future System Deficiencies and Needs		1	4		8	2				
	Corridor Analysis of SR 500-Everett Street		1	8		16	4				
	Corridor Analysis of NW 6th Avenue		1	8		16	4				
	TM #3 Draft	1	2	24		8	8				
	TM #3 Final		1	4		2	1	1			
	SubTotal	1	8	54	0	62	23	1			
		\$ 260	\$ 1,400	\$ 7,560	\$ -	\$ 6,820	\$ 2,300	\$ 85		\$ 18,425	
	TASK HOURS	2	11	61	68	206	23	1			372
	Cost Subtotals=	\$ 520	\$ 1,925	\$ 8,540	\$ 8,840	\$ 22,660	\$ 2,300	\$ 85	\$ -		\$ 44,870
4.0	TRANSPORTATION STANDARDS										
4.1	Standards Assessment										
	Evaluate Transportation Standards with Recommendations		1	4		4					
	Provide Best-Practices from Peer Communities			2		4					
	Evaluate Roadway Cross-sections with Recommendations			2		4	8				
	Develop Multi-modal Toolboxes			2		4					
	Review Federal Functional Classification with Recommendations			1		1					
	TM #4 Draft	1	2	16		4	8				
	TM #4 Final		1	2		8		1			
	SubTotal	1	4	29	0	29	16	1			
		\$ 260	\$ 700	\$ 4,060	\$ -	\$ 3,190	\$ 1,600	\$ 85		\$ 9,895	
	TASK HOURS	1	4	29	0	29	16	1			80
	Cost Subtotals=	\$ 260	\$ 700	\$ 4,060	\$ -	\$ 3,190	\$ 1,600	\$ 85	\$ -		\$ 9,895
5.0	SOLUTIONS IDENTIFICATION AND EVALUATION										
5.1	Identify Potential Solutions										
	Review Existing and Future Deficiencies and Needs		1	4		8		0			
	Develop Potential Solutions	1	2	8		16	4	0			
	SubTotal	1	3	12	0	24	4	0			
		\$ 260	\$ 525	\$ 1,680	\$ -	\$ 2,640	\$ 400	\$ -		\$ 5,505	
5.2	Evaluate Potential Solutions										
	Apply Evaluation Criteria to Potential Solutions		1	2		8		0			
	Recommend Multimodal Projects and Strategies	2	2	4		16	8	0			
	Recommend Safety Improvements		2	4		16					
	Update Roadway Functional Classifications		1	4		2	2				
	Develop Local Street Connectivity Plan		1	2		2	2	0			
	TM #5 Draft	1	2	16		8		0			
	TM #5 Final		1	2		2		1			
	SubTotal	3	10	34	0	54	12	1			
		\$ 780	\$ 1,750	\$ 4,760	\$ -	\$ 5,940	\$ 1,200	\$ 85		\$ 14,515	
	TASK HOURS	4		46	0	78	16	1			145
	Cost Subtotals=	\$ 1,040	\$ -	\$ 6,440	\$ -	\$ 8,580	\$ 1,600	\$ 85	\$ -		\$ 17,745
6.0	TRAFFIC IMPACT FEE ALTERNATIVES ANALYSIS										
6.1	Evaluate TIF Program										
	Evaluate Potential TIF Alternatives		1	4		2					
	Conduct Alternative Analysis		1	4		4					
	TM #6 Draft	1	1	4			8				
	TM #6 Final		1	1				1			
	SubTotal	1	4	13	0	6	8	1			

DKS Associates, Inc.											
CAMAS TRANSPORTATION PLAN - BUDGET ESTIMATE		Principal	Project Manager	Transportation Planner	VISUM Modeler	Transportation Engineer Associate	Graphics/GIS	Admin	FCS subconsultant	SUBTASK TOTAL	DKS TASK TOTAL
		\$ 260.00	\$ 175.00	\$ 140.00	\$ 130.00	\$ 110.00	\$ 100.00	\$ 85.00			
		\$ 260	\$ 700	\$ 1,820	\$ -	\$ 660	\$ 800	\$ 85		\$ 4,325	
	TASK HOURS	1	4	13	0	6	8	1			33
	Cost Subtotals=	\$ 260	\$ 700	\$ 1,820	\$ -	\$ 660	\$ 800	\$ 85	\$ 10,770		\$ 4,325
7.0	FINANCE PROGRAM										
7.1	Funding and Projects										
	Estimate Future Funding for Transportation		1	2		4					
	Develop Project List and Map	1	1	8		8	4				
	Develop Project Cost Estimates		1	4		16					
	Update Six-Year TIP List		1	1		4					
	Identify Additional Funding Sources		1	4		2		1			
	SubTotal	1	5	19	0	34	4	1			
		\$ 260	\$ 875	\$ 2,660	\$ -	\$ 3,740	\$ 400	\$ 85		\$ 8,020	
	TASK HOURS	1	5	19	0	34	4	1			64
	Cost Subtotals=	\$ 260	\$ 875	\$ 2,660	\$ -	\$ 3,740	\$ 400	\$ 85	\$ 5,980		\$ 8,020
8.0	TRANSPORTATION PLAN AND TIF UPDATE										
8.1	Draft and Final Plans										
	Initial Draft CFP	2	8	40		8	16				
	Hearing Draft CFP		2	8		4	8				
	Final CFP		2	8			2	1			
	Complete Department of Commerce Checklist		1	2							
	SubTotal	2	13	58	0	12	26	1			
		\$ 520	\$ 2,275	\$ 8,120	\$ -	\$ 1,320	\$ 2,600	\$ 85		\$ 14,920.00	
	TASK HOURS	2	13	58	0	12	26	1			112
	Cost Subtotals=	\$ 520	\$ 2,275	\$ 8,120	\$ -	\$ 1,320	\$ 2,600	\$ 85	\$ 18,100		\$ 14,920
9.0	PUBLIC INVOLVEMENT										
9.1	Meetings and Hearings										
	Attend up to 2 stakeholder advisory committee meetings		12			2					
	Attend up to 5 meetings with City staff		20								
	Attend up to 2 ad-hoc economic development committee meetings		12			2					
	Attend 1 Planning Commission work session		8			1					
	Attend up to 2 City Council work sessions		16			2					
	Attend up to 2 Planning Commission hearings	1	16			2					
	Attend up to 2 City Council hearings		16			2					
	SubTotal	1	100	0	0	11	0	0			
		\$ 260	\$ 17,500	\$ -	\$ -	\$ 1,210	\$ -	\$ -		\$ 18,970	
	TASK HOURS	1	100	0	0	11	0	0			112
	Cost Subtotals=	\$ 260	\$ 17,500	\$ -	\$ -	\$ 1,210	\$ -	\$ -	\$ -		\$ 18,970
	TOTAL PROJECT HOURS	10	135	238	68	488	76	6	37,760		
	DKS BUDGET										\$ 149,420

EXHIBIT B
DKS Associates Reimbursable Estimate

DKS Associates

	Units	at	Cost		
Travel/Parking					
				\$	-
transportation - trips to/from Camas	16	\$	50.000	\$	800.00
Travel Subtotal				\$	800.00
Miscellaneous					
				\$	-
Traffic Count Data	50	\$	140.00	\$	7,000.00
10% Markup				\$	700.00
Miscellaneous Subtotal					\$7,700.00

EXHIBIT "C"

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

CITY OF CAMAS

PROJECT NO. SS-612C1

DESCRIPTION: Forest Home Road Slide Repair

PAY ESTIMATE #5 - Revised Final

Council Meeting Date: January 16, 2018

Work Period Date: July 22 - August 25, 2017

PCR, Inc.

P.O. Box 630

Beavercreek, OR 97004

Original Contract Total: \$356,495.00

(Sales Tax Not Applicable)

ORIGINAL QUANTITIES, ETC.

Previous Estimate Totals

Current Estimate Totals

Totals to Date

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
1	Mobilization	LS	1.0	\$35,000.00	\$35,000.00	1.00	\$35,000.00			1.00	\$35,000.00
2	Roadway Surveying	LS	1.0	\$10,000.00	\$10,000.00	1.00	\$10,000.00			1.00	\$10,000.00
3	Project Temporary Traffic Control	LS	1.0	\$20,000.00	\$20,000.00	1.00	\$20,000.00			1.00	\$20,000.00
4	Silt Fence	LF	200.0	\$3.80	\$760.00	98.00	\$372.40			98.00	\$372.40
5	Inlet Protection	EA	1.0	\$105.00	\$105.00	1.00	\$105.00			1.00	\$105.00
6	Wattle	LF	310.0	\$2.70	\$837.00	175.00	\$472.50			175.00	\$472.50
7	Seeding & Mulching	AC	0.1	\$36,500.00	\$3,650.00	0.10	\$3,650.00			0.10	\$3,650.00
8	Topsoil Type B	AC	0.1	\$23,000.00	\$2,300.00	0.04	\$920.00			0.04	\$920.00
9	Clearing and Grubbing	LS	1.0	\$36,605.00	\$36,605.00	1.00	\$36,605.00			1.00	\$36,605.00
10	Removing Guardrail	LF	200.0	\$4.50	\$900.00	200.00	\$900.00			200.00	\$900.00
11	Roadway Excavation, Incl. Haul	CY	2,000.0	\$14.40	\$28,800.00	2,569.93	\$37,006.99	290.07	\$4,177.01	2,860.00	\$41,184.00
12	Select Borrow, Incl. Haul	TON	2,300.0	\$36.00	\$82,800.00	2,742.42	\$98,727.12			2,742.42	\$98,727.12
13	Gravel Backfill, for Foundation Class B	CY	90.0	\$125.00	\$11,250.00	142.80	\$17,850.00			142.80	\$17,850.00
14	Crushed Surfacing Base Course	TON	150.0	\$40.00	\$6,000.00	275.13	\$11,005.20			275.13	\$11,005.20
15	HMA CL 1/2 In. PG 64-22	TON	80.0	\$135.00	\$10,800.00	117.70	\$15,889.50			117.70	\$15,889.50
16	Quarry Spalls	TON	50.0	\$43.00	\$2,150.00	342.23	\$14,715.89			342.23	\$14,715.89
17	Beam Guardrail Type 31 - 8 Ft. Long Post	LF	200.0	\$53.00	\$10,600.00	200.00	\$10,600.00			200.00	\$10,600.00
18	Gabion Cribbing (actual quantity 772)	CY	722.0	\$129.00	\$93,138.00	772.00	\$99,588.00			772.00	\$99,588.00
19	Paint Line	LF	400.0	\$2.00	\$800.00	732.00	\$1,464.00			732.00	\$1,464.00
Subtotal					\$356,495.00	\$414,871.60		\$4,177.01		\$419,048.61	
Change Orders											
1	Increase in unit cost for quarry spalls, used in areas of overex below gabion cribbing, based on travel distance.	CY		\$30.15		49.00	\$1,477.35				
							\$1,477.35				
ORIGINAL CONTRACT TOTAL					\$356,495.00	Previous Estimate =	\$414,871.60	Current Estimate =	\$4,177.01	Total to Date =	\$419,048.61
CHANGE ORDERS TO DATE						CO'S To Date =	\$1,477.35	CO'S To Date =		CO'S To Date =	\$1,477.35
SUBTOTAL					\$356,495.00	Subtotal =	\$416,348.95	Subtotal =	\$4,177.01	Subtotal =	\$420,525.96
SALES TAX (8.4%) - NOT APPLICABLE						Sales Tax (N/A) =		Sales Tax (N/A) =		Sales Tax (N/A) =	
TOTAL CONTRACT					\$356,495.00	Total =	\$416,348.95	Total =	\$4,177.01	Total =	\$420,525.96

Current Estimate Total

Previous Estimate Total

Total-To-Date

SS-612C1 - ER Funding Account Number: 419-00-594-538-63

\$4,177.01

\$416,348.95

\$420,525.96

Estimated Reimbursable Construction Costs @ 86.5% =

\$3,613.11

\$360,141.84

\$363,754.96

Arifa Ashton

1/9/18

Project Manager

Date

Jeffery

1/9/18

Contractor

Date

Jan P. Caruth

1-9-18

Engineering Manager

Date

RFO

ENTERED

1/9/18

1 of 1

1/8/2018

2018 Citizen Appointments

Board/ Committee/ Commission	Term	Full Name	Appiontment	Term Expiration
Board of Adjustment	5-year	Mark Swenson	Reappointment	12/31/2022
LEOFF Disability Board	2-year	Robert Rhode	Reappointment	12/31/2019
Parks & Recreation Commission	remainder of 3-year term recently vacated	Katy Daane	Appointment	12/31/2020
	remainder of unexpired term	Dareen Stepanyuk	Appointment	12/31/2018
Planning Commission	3-year	Steve Karnes	Appointment	12/31/2020
Salary Commission	4-year	Barry Burnham	Reappointment	12/31/2021

Mayor's
VOLUNTEER SPIRIT AWARD

in the City of Camas, presented to

JERRY AND MARY SAUER

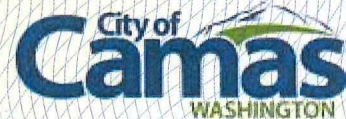
For their numerous contributions to Hometown Holidays
as a sponsor of the event, for providing tents for Santa and the performers,
and for their generous assistance with the Christmas tree.

Dated this 16th day of January, 2018



Handwritten signature of Scott Higgins in blue ink.

Scott Higgins, Mayor



ORDINANCE NO. 18-002

AN ORDINANCE amending Chapter 16.57 of the Camas Municipal Code by adopting requirement for requiring approval from local, state, and federal agencies for all development permits within frequently flooded areas.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Camas Municipal Code Section 16.57.050(A) is hereby amended to provide as follows:

A. All Necessary Permits Shall be Obtained. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local government agencies from which prior approval is required. A development permit shall be obtained before construction or development begins within any frequently flooded area established in Section 16.57.010. The permit shall be for all structures, including manufactured homes, as set forth in the "Definitions," and for all development, including fill and other activities, also as set forth in the "Definitions."

Section II

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 16th day of January, 2018.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



STAFF REPORT

MINOR AMENDMENT TO TITLE 16 ENVIRONMENT

CAMAS MUNICIPAL CODE (CMC)

File# MC17-03

To: Mayor Higgins
City Council

FROM: Lauren Hollenbeck, Senior Planner on behalf of the Planning Commission

DATE: January 8, 2018

NOTICES: Department of Commerce acknowledge receipt of the proposed amendment on November 17, 2017 (Material ID #24359). A State Environmental Policy Act (SEPA) determination of non-significance for a non-project action was published on November 23 & 30, 2017 with a public comment period that ended December 7, 2017. No comments were received. A notice of public hearing before City Council was published in the Post Record January 4, 2018 (Legal Publication #598288).

Summary

To maintain participation in the National Flood Insurance Program (NFIP), the City must adopt a compliant floodplain ordinance before the effective date of the new Flood Insurance Rate Map (FIRM), which is January 19, 2018. This ordinance must meet the current state and NFIP standards in order for citizens within the community to obtain flood insurance and certain types of federal disaster aid.

FEMA identified one amendment to CMC Chapter 16.57 *Frequently Flooded Areas* for NFIP compliance per Code of Federal Regulation 44 CFR 60.3(a)(2). Planning Commission conducted a public hearing on December 12, 2017 and forwarded a recommendation of approval of the proposed amendment.

The required CMC amendment is provided with two attachments: Attachment 1 shows the draft change as a strike-through text. Attachment 2 provides the amendment without any mark-ups.

The following is a brief description of the required amendment:

16.57.050 Performance Standards- General requirements

The required amendment to this chapter includes adding language to CMC 16.57.050.A that all non-flood permits from local, state, and federal agencies for which approval is required has been obtained. This requirement will be a condition of the development permit.

Recommendation

Staff recommends Council conduct a public hearing, deliberate, and move to approve the amendment to Title 16 Environment as proposed. An ordinance was prepared consistent with this proposal.

DRAFT AMENDMENT TO TITLE 16 – ENVIRONMENT

Chapter 16.57 – FREQUENTLY FLOODED AREAS

Note to reader: The following proposed amendment is shown as underlined. The full content of each chapter is not included, which means that if changes are not shown in this document then they are not intended.

16.57.050 - Performance standards—General requirements.

All Elevation Certificates (FEMA Form 81-31), Floodproofing Certificates for non-residential structures (FEMA Form 81-65), documents, and records pertaining to the provisions of this ordinance shall be maintained by the City for public inspection.

- A. All Necessary Permits Shall be Obtained. Review all development permits to determine that all necessary permits have been obtained from those Federal, State, or local government agencies from which prior approval is required. A development permit shall be obtained before construction or development begins within any frequently flooded area established in Section 16.57.010. The permit shall be for all structures, including manufactured homes, as set forth in the "Definitions," and for all development, including fill and other activities, also as set forth in the "Definitions."
- B. Area of Special Flood Hazards with Base Flood Elevation. When the base flood elevation is provided, but a regulatory floodway has not been designated, new construction, substantial improvements, or other development, including fill, shall not be permitted within frequently flooded areas, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- C. Areas Without Base Flood Elevation Data. Where base flood elevation data is not available (Zone A), and there is insufficient data then a report shall be submitted by a qualified professional that includes analysis of historical data and field surveys. The reports shall include reasonable mapping to ensure proposed buildings are safe from flooding and to demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one inch at any point within the City limits.
- D. Construction Materials and Methods.
 - 1. Methods that Minimize Flood Damage. All new construction and substantial improvements shall be constructed using flood resistant materials and utility equipment, and with methods and practices that minimize flood damage.
 - 2. Buildings shall be located outside the floodplain. For sites with no buildable area out of the floodplain, buildings may be allowed provided they are placed on the highest land on the site, oriented parallel to flow rather than perpendicular, and sited as far from the watercourse and other critical areas as possible. If the City detects any evidence of active hyporheic exchange on a site, the development shall be located to minimize disruption of such exchange.
 - 3. Utilities Shall be Protected. Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or otherwise elevated or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- E. Elevation Certificate Required Following Construction. Following construction of a building within the floodplain where the base flood elevation is provided, the applicant shall obtain a "finished

construction" elevation certificate (FEMA Form 81-31, most current edition) from a registered professional engineer or architect that records the elevation of the lowest floor.

F. Floodproofing (Non-Residential Only).

1. When a building is to be floodproofed, it shall be designed and constructed using methods that meet the following requirements:
 - a. Watertight Building. The building shall be watertight with walls substantially impermeable to the passage of water below one foot above the base flood level;
 - b. Hydrostatic and Hydrodynamic Resistance. Structural components shall be capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
 - c. Certified by a Registered Professional Engineer or Architect. The building shall be certified by a registered professional engineer or architect that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications, and plans.
2. Floodproofing Certificate Required Following Construction. Following construction of the building, the applicant shall obtain a floodproofing certificate (FEMA Form 81-65, most current edition) from a registered professional engineer or architect that records the actual (as-built) elevation to which the building was floodproofed.

- G. Anchoring. All new construction and substantial improvements within the floodplain shall be anchored to prevent flotation, collapse, or lateral movement of the building. All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement, and shall be installed using methods and practices that minimize flood damage. Anchoring methods may include, but are not limited to, use of over-the-top or frames tied to ground anchors.
- H. Fill and Grading. Fill and grading within the floodplain shall only occur upon a determination from a registered professional engineer that the fill or grading will not block side channels, inhibit channel migration, increase flood hazards to others, or be placed within a channel migration zone, whether or not the City has delineated such zones as of the time of the application. If fill or grading is located in a floodway, CMC Section 16.57.020 applies.

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INTERLOCAL AGREEMENT
FOR
COMMUTE TRIP REDUCTION

- I. Effective Date: July 1, 2017.
- II. Parties: City of Vancouver, a municipal corporation of the State of Washington; and
- Clark County ("the County"), a municipal corporation of the State of Washington;
- City of Camas, a municipal corporation of the State of Washington; and,
- City of Washougal, a municipal corporation of the State of Washington
- III. Recitals:
- A. In 2006 the Washington legislature passed the " Commute Trip Reduction (CTR) Efficiency Act requiring local governments in urban area with traffic congestion to develop programs that reduce drive-alone trips and vehicle miles traveled per capita. The CTR Efficiency Act amended the 1991, Commute Trip Reduction Law, codified as §70.94.521-.551 RCW.
- B. As required by § 70.94.527(1) RCW of the CTR law as amended, the parties have adopted Commute Trip Reduction ordinances and plans for the purpose of reducing the number of commute trips to work in single occupant vehicles, alleviating air pollution, reducing energy consumption, and addressing traffic congestion problems.

- C. As authorized under the CTR law and the Interlocal Cooperation Act, Chapter 39.34 RCW, the parties desire to enter into this Agreement to achieve and maintain compliance with the requirements of the CTR law.

NOW, THEREFORE, BE IT RESOLVED that in consideration of covenants, conditions, performances, and promised hereinafter set forth, the parties hereto agree as follows:

- IV. Purpose. The purpose of this Agreement is to establish a mechanism for ensuring compliance with the CTR law, to enable the parties of this Agreement to meet the statutory requirements by the applicable deadlines, and to specifically provide for the definition and coordination of each of the tasks for which the parties to this Agreement will be responsible in achieving the goals and requirements of the CTR law.
- V. Funding.
- A. The City of Vancouver will utilize funds received from the Washington State Department of Transportation in the manner described in the *2017-2019 Commute Trip Reduction Work Plan* that is attached hereto and incorporated herein, by this reference, as part of this Agreement. The City of Vancouver is authorized to redistribute funds as necessary due to changes in program responsibilities and would do so using an amendment to this agreement if necessary.
- B. The expenditure of funds is subject to the requirements of Washington State Department of Transportation guidelines.
- C. The parties to this Agreement shall use best efforts to jointly apply for additional grant funds to support continued and coordinated implementation of the CTR law.
- VI. Service Provisions. Funds provided to the parties under this Agreement shall be used exclusively for activities undertaken to fulfill the requirements of §§70.94.521-.551 RCW and to implement the tasks as described in the *2017-2019 Commute Trip Reduction Work Plan*.

- VII. Agreement Period. The effective date of this Agreement shall be July 1, 2017. The termination date shall be June 30, 2019.
- VIII. Coordination of Work: Each of the parties to this Agreement agrees to use its best efforts to coordinate with the other parties hereto in order to best achieve the purposes of the CTR law.
- IX. Disbursement Provisions:
- A. Acting as Program Administrator, the City of Vancouver shall submit an invoice, with an estimate of expenditures by budget categories used by the City for all state CTR funds expended for the purpose of CTR implementation. The period for which these invoices cover all expenses can be determined by the party submitting the invoices, but shall not be submitted more frequently, or cover periods of less than three months.
 - B. The City of Vancouver shall submit progress reports, to be forwarded to the Washington State Department of Transportation, accompanying the invoices for covered expenses. These reports should summarize:
 - 1. Recent CTR events and projects;
 - 2. A detailed summary of implementation assistance provided to affected employers within each jurisdiction;
 - 3. A list of scheduled CTR events, projects, and implementation assistance to be provided to affected employers including all CTR training classes
 - C. All invoiced items shall be exclusively for activities undertaken to fulfill the requirement of §70.94.521-.551 RCW and in accordance with Washington State Department of Transportation guidelines on the expenditure of funds. Such funds may only be used to implement tasks as described in the *2017-2019 Commute Trip Reduction Work Plan*.

- X. Employment Provisions: There shall be no discrimination against any employee who is paid by the funds indicated in the Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rate of pay or other forms of compensation, and selection for training.
- XI. Agreement Modifications. The governing bodies of the parties hereto may request modifications to this Agreement. Any such changes that are mutually agreed upon by the parties hereto shall be incorporated herein by written amendment of this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and that any oral understanding or agreements not incorporated herein shall not be binding.
- XII. Hold Harmless: It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, or that of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both parties, any damages allowed shall be levied in proportion to the percentage of negligence attributable to the other party. This indemnification clause shall also apply to any and all causes of action arising out of performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that neither the State of Washington nor the parties to this Agreement are liable for damage or claims for damages arising from any subcontractor's performance or activities under the terms of the contracts.
- XIII. Governing Law and Venue: The Agreement shall be construed and enforced in accordance with, and the validity and performance thereof shall be governed by the

laws of the State of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Clark County, Washington.

XIV. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this Agreement are declared severable.

XV. Recapture Provision:

- A. In the event that a party fails to expend state funds in accordance with state law and/or the provisions of this Agreement, the City of Vancouver reserves the right to recapture state funds in an amount equal to the extent of noncompliance.
- B. Such right of recapture shall exist for a period not to exceed three (3) years following termination of the Agreement. Repayment by the party of state funds under this recapture provision shall occur within thirty (30) days of demand. In the event that the City of Vancouver is required to institute legal proceedings to enforce the recapture provision, the City of Vancouver shall be entitled to its cost thereof, including reasonable attorney's fees, to be compensated by the party.
- C. This Agreement shall be subordinate to and governed by all provisions and terms contained in the *Commute Trip Reduction Implementation Agreement* between City of Vancouver and the Washington State Department of Transportation attached hereto

XVI. Reduction in Funds: The City of Vancouver may unilaterally terminate all or part of this agreement, or may reduce its scope of work or budget under this Agreement, if there is a reduction of funds by the source of those funds, and if such funds are the basis for this Agreement.

XVII. Americans with Disabilities Act of 1990, Public Law 101-336 (ADA): Parties to this Agreement must comply with the ADA, which provides comprehensive civil rights

protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

XVIII. Termination: Notwithstanding any provisions of this Agreement, any party may terminate their participation in this Agreement by providing written notice of such termination to all other parties, specifying the effective date thereof, at least thirty (30) days prior to such date. Reimbursement for services performed by any party and not otherwise paid for prior to the effective date of such termination shall be made according to the terms of this Agreement.



XIX. Property: All equipment, property, or improvement used to effectuate this Agreement shall become the sole property of the Party who provided the equipment, property, or improvement.

IN WITNESS THEREOF the undersigned entities have executed this Agreement as of the date and year written below.


City of Vancouver

Approved as to Form only:

AUTHORIZED SIGNATURE:

By:  By:  12.8.17
Bronson Potter, City Attorney Eric Holmes, City Manager Date

Attest:

By: 
Natasha Ramras, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Clark County

Approved as to Form only:

AUTHORIZED SIGNATURE:

By: _____

Deputy Prosecuting Attorney

By: _____

Chair, Clark County Commissioners Date

City of Camas

Approved as to Form only:

AUTHORIZED SIGNATURE:

By: _____

City Attorney

By: _____

Mayor / City Manager

_____ Date

City of Washougal

Approved as to Form only:

AUTHORIZED SIGNATURE:

By: _____

City Attorney

By: _____

Mayor / City Manager

_____ Date

ATTACHMENTS: *2017-2019 Commute Trip Reduction Work Plan*

COMMUTE TRIP REDUCTION WORK PLAN

For the Interlocal Agreement
covering the
2017-2019 Biennium
July 1, 2017 - June 30, 2019

COMMUTE TRIP REDUCTION WORK PLAN

I. Introduction

The purpose of this work plan is to establish commute trip reduction (CTR) task descriptions and responsibilities, and associated budgets for each public agency party to the Interlocal Agreement, effective July 1, 2017 – June 30, 2019, between the City of Vancouver, Clark County, City of Camas and City of Washougal.

The work plan is divided into four sections: Introduction, Agency Task Descriptions and Responsibilities, Major Goals and Budget.

II. Agency Task Descriptions and Responsibilities

City of Vancouver:

TASK	PURPOSE/GOAL
Employee Transportation Coordinator Networking Meetings	To keep ETC's updated with current information, motivated and trained. Attendance goal – 75%.
Plan CTR regional promotional campaigns and provide the messaging and content for the campaign promotional materials. Additionally participate in any statewide CTR campaigns	Keep the employees at the CTR participating worksites aware of the benefits of alternative commute options and current campaigns to encourage trying an alternative commute
Identify and notify worksites that may be affected by the CTR law	Employer worksites with 100+ employees that work between 6-9AM are required by law to participate in the CTR program. The CTR Jurisdiction representatives are to contact those worksites to verify its status and notify the employer if it is a CTR affected worksite.
Conduct ETC Basic Training workshops at least once/year. More workshops will be added if the need exists.	Fulfill the WSDOT requirement to provide ETC Basic Training using the ETC Handbook template provided by WSDOT
Administer the regional Emergency Ride Home (ERH) program	The ERH program provides "peace of mind insurance" to employees to help them overcome the barrier of not having a car accessible at work in the event of an emergency. The local ordinances require CTR employer worksites to offer an ERH program to its employees participating in the CTR program. The current budget supports the CTR program providing an ERH program.
Participate in CTR employer benefit fairs, transportation fairs, etc.as needed.	The CTR program is committed to supporting the worksite efforts to increase employee participation in CTR by staffing CTR information booths at employer sponsored events. ETC's are encouraged to include the CTR program at the employer

	sponsored events.
Administer the CTR Website, ClarkCommute.org	Perform quarterly updates of ClarkCommute.org assuring content, links, etc. are current.
Oversee the bi-annual employee survey process	The CTR office will coordinate with WSDOT to oversee the CTR employee survey process, making sure 100% of the CTR affected worksites comply with the CTR survey requirement. The next survey is scheduled for Spring, 2019.
Provide technical guidance and support to worksite employers in developing, implementing and/or modifying an employer's CTR program. Oversee the CTR worksite annual reporting process	Provide the training and program materials necessary for CTR affected worksites to submit a CTR Annual Program Report. This includes review of the report and recommendation to the worksites that may increase non-drive alone commutes by the employees. Once reviewed, the CTR Program Report will be submitted to the appropriate CTR Jurisdiction representative for final approval.
Submit a biennial work plan to WSDOT which outlines the major tasks and activities including, but not limited to, employer training and networking activities, employer program review, survey activities, and advertising and promotional campaigns.	Submitted with first Quarterly billing of new biennial contract (on or about October following the signing of the biennial WSDOT Transportation Demand Implementation Agreement.
Serve as a liaison between WSDOT CTR office, Clark County, City of Camas, and City of Washougal	Fulfill obligation in RCW 70.94.521.551
Coordinate with SW Washington Region Transportation Council (RTC) regarding update of CTR regional plans	Process will take place 2018-2019 based on direction received from WSDOT
Submit invoice to WSDOT on WSDOT approved invoice format along with progress reports, in the format provided in Attachment 1 of the State CTR Contract that accurately assesses the progress made by the county and affected jurisdictions in implementing RCW 70.94.521.551.	Submitted within forty-five (45) days of the end of each six month period. The final progress report filed will discuss lessons learned, challenges and barriers.

All Parties to this Agreement (as appropriate)

- A. Meet as needed with the Commute Trip Reduction Steering Group which is made up of Clark County, the City of Vancouver, the City of Camas, City of Washougal and other city jurisdictional representatives if applicable.
- B. Maintain and administer a CTR ordinance and local CTR plans for affected employers in their respective jurisdictions.

- C. Provide WSDOT with a public hearing notice and copies of any proposed amendments to the CTR ordinance, local CTR plans, and/or administrative guidelines within the first week of the public review period and final copies of all actions within one (1) month of adoption.
- D. Establish and maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred solely for the performance of this Agreement. To facilitate the administration of the work described in this agreement, separate accounts shall be established and maintained within the existing accounting system or independently set up. Such accounts are referred to herein collectively as the "CTR Account". All costs charged to the CTR Account, including any approved services contributed by the jurisdictions or others, shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or products, proving in proper detail, the nature and propriety of the charges.
- E. Maintain an appeals process. This process must be consistent with RCW 70.94.534(6) and procedures contained in the Commute Trip Reduction Task Force Guidelines whereby employers in the local jurisdictions may obtain an exemption or modification of CTR requirements, including the establishment of alternative SOV/VMT goals. The county, affected jurisdictions, or their designee, will submit requests for exemptions or modifications including requests for goal modifications, to the WSDOT for review and comment within five (5) days of receiving such requests. The county, affected jurisdictions, or their designee, shall not approve or deny any such request until receiving comment on the request as specified by the Clark County/WSDOT CTR Agreement under WSDOT Task, Section 2 Exemption and Modifications.

Washington State Department of Transportation, SW Region

- A. Washington State Department of Transportation is not a formal signatory to the interlocal Agreement. It has, however, provided support for commute trip reduction activities over the past ten years. It has assisted with training, surveying, developing marketing materials, and has led the effort to make Clark County's CTR program a successful county-wide effort. The Washington State Department of Transportation will be encouraged to continue its involvement and provide its expertise for local commute trip reduction efforts.

III. Major Goals

GOAL	PLAN
Increase carpool and vanpool rates by 2% from 2007 baseline of 7.85% carpool rate to 9.85% (or 516 or more new daily carpool trips – actual numbers vary based on total number of employees surveying, if carpooling decreased since baseline, etc.) by 2019.	<ul style="list-style-type: none"> • 50% of CTR affected worksites will host carpool matching event at the worksite • CTR staff will provide support, materials and subsidy rewards (from TRPP Performance fund) to encourage drive alone commuters to shift to carpool commute • Cultivate private/public partnerships featuring coupons from local businesses near CTR worksite clusters to reward carpool and other alternative commute options

	<ul style="list-style-type: none"> Encourage C-TRAN Vanpool program to attend CTR network meetings to promote and explain vanpool formation for the region
Increase bicycle commute rates by 2% from 2007 baseline of 1.23% bicycle rate to 2.23% (or 310 or more new daily bicycle trips – actual numbers vary based on total number of employees surveying, if carpooling decreased since baseline, etc. Note this is an exceptionally high goal given national average is 0.6% commuters bike to work.) by 2019.	<ul style="list-style-type: none"> Partner with Bike Clark County and CVTV to create short bike videos (Changing a Flat Tire, Correct Bike Helmet Fitting, Bike Mechanics 101, Safe Riding Tips) accessible on ClarkCommute.org to help remove barriers that keep commuters from cycling to work Bike Commuting campaigns Cultivate private/public partnerships featuring coupons from local businesses near CTR worksite clusters to reward carpool and other alternative commute options
Coordinate regional transportation partners (C-TRAN, SW-WSDOT, RTC, CTR Jurisdictions) to provide input for the statewide WSDOT CTR planning and advance practical solutions in SW Washington	<ul style="list-style-type: none"> Attend CTR Board meetings as needed Provide comments and suggestions representative of the SW region as appropriate Participate in SW region corridor sketch
Increase vanpool participation	<ul style="list-style-type: none"> Increase coordination with C-TRAN's vanpool program coordinator to increase awareness and vanpool formation opportunities
Increase network opportunities and coordinated efforts with community organizations, such as Human Services Council, to increase awareness of work commute transportation options	<ul style="list-style-type: none"> Promote community transportation options to CTR employer worksites Reach out to non-traditional CTR target audiences, such as churches, multi-family housing communities, etc. to educate about transportation options
Integrate CTR program with the City of Vancouver's Destination Downtown program	<ul style="list-style-type: none"> Work with the new transportation planner to promote alternative transportation modes for the downtown businesses Consider impact on parking and ways to address parking demand

IV. Budget

There is \$204,011 available for the 2017-2019 biennium as is outlined in this workplan. Additionally the remaining funding from the Trip Reduction Performance grant (2007-2009) and the allocated grant funds designated in the 2016-2019 Clark County TDM Program package will be used to support implementation of the 2017-2019 CTR Plan. The projected budget allocation is outlined below:

Project / Task	2017-2019 Budget
<i>Regional CTR Coordination</i>	
Worksite Carpool Matching Program	\$ 15,000
Emergency Ride Home	\$ 1000
Postage/Mailroom Charge	\$ 1000
Program Materials (ex. Brochures, Bike Maps, Bike Cycling Guides, Posters, Carpool Signs, ETC Training, Website updates, etc.)	\$ 15,000
Program Administration/Implementation	\$ 180,150
City of Vancouver Computer/Phone Charge	\$ 5300
<i>2017-2019 Biennium Total</i>	\$217,450
<i>2017-2019 CTR Implementation Grant</i>	\$204,011
<i>Performance Funds TRPP Grant</i>	\$ 22,357
<i>STP Grant</i>	\$ 20,000
<i>Total:</i>	\$ 246,368

CRESA FOUNDING PUBLIC AGENCY SERVICE AGREEMENT

R.E., 9-1-1 Communications, Regional Radio System and Services

THIS AGREEMENT, entered this day by and between CLARK REGIONAL EMERGENCY SERVICES AGENCY, after this called "CRESA," and Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, and Clark County Fire District's 3, 6, 9 dba East County Fire and Rescue, 10, 11 dba Clark County Fire and Rescue, and 13, and North Country EMS and Cowlitz-Skamania Fire District #7, after this called "Parties."

WITNESSETH

WHEREAS, CRESA is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of emergency communications through enhanced 9-1-1 service and encourages under related laws local plans detail how enhanced 9-1-1 will be implemented in the most efficient and effective manner with priority for state assistance given to those developing consolidated or regional 9-1-1 systems; and

WHEREAS, on October 24, 2017, the Clark County Board of Councilors approved an ordinance and charter establishing CRESA as a public corporation to provide emergency communication services; and

WHEREAS, the Parties and CRESA are obligated to enter into this Service Agreement pursuant to Section 10 of the Bylaws.

NOW, THEREFORE, CRESA AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CRESA Services.

A. Scope of Services. Throughout the term of this agreement, CRESA shall provide the services as outlined below, and perform those services more particularly set forth and defined in the annual CRESA budget (Exhibit A).

- 1) Communications Services. During the term of this Agreement, CRESA will provide the Party twenty-four (24) hour enhanced emergency 911 communications including call receiving, monitoring and emergency dispatching service for Parties citizens, visitors and responders. CRESA shall be the primary public safety answering point for the Party. CRESA shall ensure all Federal Communications Commission (FCC) radio frequency licenses include authorization so the Party can use CRESA's primary dispatch channels.

- 2) Technical Assistance. CRESA may provide technical expertise to the Parties as may be required for proper operations of Parties' systems and for procurement of Parties' communications equipment.
 - 3) Law Enforcement Agency Data Communications. If the Party is a law enforcement agency, CRESA will provide information from the Washington State Patrol Law Enforcement Data Communications System.
 - 4) Party Communications Equipment. Unless otherwise agreed to by the parties, CRESA agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from CRESA, and for communicating with CRESA and between the Parties' personnel. The Parties shall be responsible for purchasing, maintaining, and repairing the Parties' base, mobile, and portable communications equipment including pagers and computers. The Parties shall retain the responsibility and authority for its operational departments and for such equipment and services as required at its place of operations to connect to CRESA's operations. Interconnecting equipment may or may not be included in CRESA's budget as the Board shall determine. However, if interconnecting equipment is included in the CRESA budget and provided to a Party, CRESA shall retain ownership of such equipment.
2. **Compensation.** The Parties shall be billed in accordance with Exhibit B for the upcoming calendar year. Unless otherwise agreed to by an individual Party, the Parties shall make four equal payments, which shall be due by the end of each quarter (March, June, September and December). Should a Party fall two (2) months in arrears from the payment due date, the Party shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 14 of this Agreement, CRESA shall have authority to terminate all services to the Party and all participation of the functions of CRESA, however, said Party shall be liable for its fees to CRESA through December 31st of the year of termination of the delinquent Party's services.
3. **Provisions for Use.** The Advisory Council on Criminal Justice Services and the Washington State Patrol have requested that all participating communications centers, such as CRESA, which are terminal users of the Washington State Patrol Law Enforcement Data Communications Systems have certain provisions in their regulations and enabling Agreements concerning responsibility for such communication, therefore, CRESA shall bear full responsibility for ensuring that the law enforcement data communications network and any Criminal History Records Information received by means of such network shall be used solely for the purposes of the administration of the criminal laws or for the purposes enumerated in RCW 43.43.760(3) as now exists or may hereafter be amended. CRESA shall establish rules and regulations governing access to, security for, and operation of the data communications network for any Criminal Justice Records Information received by means of such network.
4. **Term.** The term of this Agreement shall continue unless CRESA is dissolved or as otherwise provided in Section 14 Withdrawal; and Section 15, Termination of the

CRESA Bylaws.

5. **Indemnification Clause - Parties.** Each Party releases, indemnifies and promises to defend and save harmless CRESA, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by CRESA, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the Party, its officials, officers, employees and agents. In making such assurances, the Party specifically agrees to indemnify and hold harmless CRESA from any and all bodily injury claims brought by the Party and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against CRESA, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify CRESA against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of CRESA, its officials, officers, employees and agents.
6. **Indemnification Clause - CRESA.** The CRESA does release, indemnify and promise to defend and save harmless each Party, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by a Party, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the CRESA, its officials, officers, employees and agents. In making such assurances, the CRESA specifically agrees to indemnify and hold harmless each Party from any and all bodily injury claims brought by CRESA and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against a Party, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify a Party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of the Party, its officials, officers, employees and agents.
7. **Notice of Security Breach.** CRESA shall comply with all notice and other requirements of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of CRESA.
8. **Insurance.** CRESA and the Parties to this Agreement shall maintain during the life of this Agreement such Commercial General Liability (CGL) coverage as will provide coverage for claims for damages for bodily injury, including death, as well as for claims for damage to property which may arise directly or indirectly from performance of the work under this Agreement. Coverage limits shall be no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.

9. **Amendments.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by CRESA and the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either CRESA or the Parties.
10. **Compliance With Law.** CRESA shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
11. **Assignment.** CRESA and the Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.
12. **Maintenance and Audit of Records.** CRESA and the Parties shall maintain books , records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit between CRESA and a given Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. CRESA and each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
13. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party and CRESA. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.
14. **Default/Dispute Resolution.** If either CRESA or a Party fails to perform any act or obligation required to be performed by it hereunder, the other shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, unless otherwise agreed to in writing and executed by both parties on additional time necessary for a reasonable cure; after which time the non-performing party shall be in default ("Default") under this Agreement.

In the event a default continues and/or any dispute arises (for anything other than non-payment) between the parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.

15. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
16. **Public Disclosure Compliance.** The parties acknowledge that CRESA is an “agency” within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by a Party to CRESA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by CRESA in the event of a request for disclosure. In the event CRESA receives a public record request for any data or deliverable that is provided to CRESA and that is licensed from the Party, CRESA shall endeavor to notify the Party of such request. The Party shall save and hold harmless CRESA from any costs, attorney fees or penalties assessed under Ch.42.56 RCW for withholding or delaying public disclosure of such information.
17. **Consent and Understanding.** This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
18. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
19. **Effective Date.** This agreement shall go into effect among and between the parties upon the effective date of Ordinance 2017-10-08 that established CRESA as a public authority for the function of providing emergency communications and emergency management services.
20. **Ratification.** Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.
21. **Execution and Filing.** The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clark County Clerk, which shall file an executed original of this Agreement with the Clark County Auditor. The Clark County Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ____ day of _____, 2018.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Attest:

By: Don Chaney Chair, CRESA Administrative Board

CITY OF BATTLE GROUND

Attest:

By: Philip Johnson, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Scott Higgins, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: _____
Greg Thornton, Mayor

By: _____
City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: _____
Ron Onslow, Mayor

By: _____
City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: _____
Eric Holmes, City Manager

By: _____
City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

By: _____
Sean Guard, Mayor

By: _____
City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: _____
Jeff Carothers, Mayor

By: _____
City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

By: _____
Marc Boldt, Chair

Attest: _____
By: Clerk to the Board

Approved as to form: _____
Attorney for Clark County

FIRE DISTRICTS

CLARK COUNTY FIRE & RESCUE

Attest: _____

EAST COUNTY FIRE & RESCUE

Attest: _____

FIRE DISTRICT 3

Attest: _____

FIRE DISTRICT 6

Attest: _____

FIRE DISTRICT 9

Attest: _____

FIRE DISTRICT 10

Attest:

FIRE DISTRICT 11

Attest:

FIRE DISTRICT 13

Attest:

NORTH COUNTRY EMS

Attest:

COWLITZ-SKAMANIA FIRE DISTRICT 7

Attest:

CRESA COUNTY AND CITIES SERVICE AGREEMENT

R.E., Emergency Management Services

THIS AGREEMENT, entered this day by and between CLARK REGIONAL EMERGENCY SERVICES AGENCY, after this called "CRESA," *and* Clark County, the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and Yacolt, after this called "Parties."

W I T N E S S E T H

WHEREAS, CRESA is a public corporation organized and existing under the Washington State Constitution and the laws of the State of Washington, and particularly those set forth at RCW 35.21.730 through RCW 35.21.759; and

WHEREAS, the Washington State RCW 38.52 provides for the establishment of local organization for emergency management services in which two or more political subdivisions may join for the establishment and operations thereof; and

WHEREAS, since 1981 the Parties through an interlocal agreement, as amended or replaced, established CRESA as the joint local organization for emergency management services; and

WHEREAS, on October 24, 2017, the Clark County Board of Councilors approved an ordinance and charter establishing CRESA as a public corporation to provide emergency management services; and

WHEREAS, the Parties and CRESA are obligated to enter into this Service Agreement pursuant to Section 10 of the Bylaws.

NOW, THEREFORE, CRESA AND THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. CRESA Services.

A. Scope of Services. Throughout the term of this agreement, CRESA shall provide the services as outlined below, and perform those services more particularly set forth and defined in Exhibit A.

- 1) Emergency Management Services During the term of this Agreement, CRESA shall provide the Parties twenty-four (24) hour emergency management services including: Emergency Management Duty Officer Support; Emergency Operations Center Services; Emergency Preparedness Public Education; Public Alert and Warning Services; Emergency Management Training, Drills and Exercises; Emergency Management Planning Coordination; and Recovery Planning and Coordination. CRESA shall also provide the Parties administration of the State Region IV Homeland Security Program.

2. **Compensation.** The Parties shall be billed in accordance with Exhibit B for the upcoming calendar year. Unless otherwise agreed to by an individual Party, the Parties shall make four equal payments, which shall be due by the end of each quarter (March, June, September and December). Should a Party fall two (2) months in arrears from the payment due date, the Party shall be considered delinquent, and in that event, and after providing the required notice and opportunity to cure as set forth in Section 13 of this Agreement, CRESA shall have authority to terminate all services to the Party and all participation of the to the functions of CRESA, however, said Party shall be liable for its fees to CRESA through December 31st of the year of termination of the delinquent Party's services.
3. **Term.** The term of this Agreement shall continue unless CRESA is dissolved or as otherwise provided in Section 14 Withdrawal; and Section 15, Termination of the CRESA Bylaws.
4. **Indemnification Clause - Parties.** Each Party releases, indemnifies and promises to defend and save harmless CRESA, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by CRESA, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the Party, its officials, officers, employees and agents. In making such assurances, the Party specifically agrees to indemnify and hold harmless CRESA from any and all bodily injury claims brought by the Party and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against CRESA, solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify CRESA against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of CRESA, its officials, officers, employees and agents.
5. **Indemnification Clause - CRESA.** The CRESA does release, indemnify and promise to defend and save harmless each Party, its officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by a Party, its officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of negligent acts, errors, or omissions of the CRESA, its officials, officers, employees and agents. In making such assurances, the CRESA specifically agrees to indemnify and hold harmless each Party from any and all bodily injury claims brought by CRESA and expressly waives its immunity under Title 51, the Industrial Insurance Act as to those claims which are brought against a Party solely for the purpose of this indemnification. This waiver has been mutually negotiated by the Parties and CRESA. Provided, however, this paragraph does not purport to indemnify a Party against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or recklessness of the Party, its officials, officers, employees and agents.
6. **Notice of Security Breach.** CRESA shall comply with all notice and other requirements

of RCW 42.56.590, as now in effect and may be amended, in the event of a breach of the security of the system as defined by RCW 42.56.590. Such compliance shall be at the sole expense of CRESA.

7. **Insurance.** CRESA and the Parties to this Agreement shall maintain during the life of this Agreement such Commercial General Liability (CGL) coverage as will provide coverage for claims for damages for bodily injury, including death, as well as for claims for damage to property which may arise directly or indirectly from performance of the work under this Agreement. Coverage limits shall be no less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. The parties shall provide each other a Certificate of Insurance or other appropriate documentation evidencing the coverage as set forth above if requested by a party.
8. **Amendments.** It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid, unless made in writing, and signed by CRESA and the Parties hereto, and that any oral understandings or agreements that are not incorporated herein, shall not be binding on either CRESA or the Parties.
9. **Compliance With Law.** CRESA shall comply with all applicable federal, state and local laws and regulations applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.
10. **Assignment.** CRESA and the Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement. Provided however, this prohibition shall not apply to an assignment pursuant to a consolidation of a Party to this agreement with another Party to this agreement.
11. **Maintenance and Audit of Records.** CRESA and the Parties shall maintain books-, records, documents and other materials relevant to its performance under this Agreement which sufficiently and accurately reflect any and all direct and indirect costs and expenses incurred or paid in the course of performing this Agreement. These records shall be subject to inspection, review and audit between CRESA and a given Party or its designee, the Washington State Auditor's Office, and authorized federal agencies. CRESA and each Party shall retain all such books, records, documents and other materials as required by the Washington State Records Retention policy as established by the Washington Secretary of State.
12. **Waiver Limited.** A waiver of any term or condition of this Agreement must be in writing and signed by the waiving Party and CRESA. Any express or implied waiver of a term or condition of this Agreement shall apply only to the specific act, occurrence or omission and shall not constitute a waiver as to any other term or condition or future act, occurrence or omission.

13. **Default/Dispute Resolution.** If either CRESA or a Party fails to perform any act or obligation required to be performed by it hereunder, the other shall deliver written notice of such failure to the non-performing party. The non-performing party shall have thirty (30) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue unless otherwise agreed to in writing and executed by both parties on additional time necessary for a reasonable cure; after which time it shall be in default ("Default") under this Agreement.
- In the event a default continues and/or any dispute arises (for anything other than non-payment) between the parties, either party may request in writing that the issue be resolved by mediation. If the parties are unable to resolve the dispute within ninety (90) days, then either party shall have the right to exercise any or all rights and remedies available to it in law or equity.
14. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.
15. **Public Disclosure Compliance.** The parties acknowledge that CRESA is an "agency" within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by a Party to CRESA become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by CRESA in the event of a request for disclosure. In the event CRESA receives a public record request for any data or deliverable that is provided to CRESA and that is licensed from the Party, CRESA shall endeavor to notify the Party of such request. The Party shall save and hold harmless CRESA from any costs, attorney fees or penalties assessed under Ch.42.56 RCW for withholding or delaying public disclosure of such information.
16. **Consent and Understanding.** This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.
17. **Severability.** If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.
18. **Effective Date.** This agreement shall go into effect among and between the parties upon the effective date of Ordinance 2017-10-08 that established CRESA as a public authority for the function of providing emergency communication and emergency management services.
19. **Ratification.** Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.
20. **Execution and Filing.** The parties agree that there shall be multiple original signature pages of this Agreement distributed for signature by the necessary officials of the parties. Upon execution, the executed original signature pages of this Agreement shall be returned to the Clark County Clerk, which shall file an executed original of this Agreement with

the Clark County Auditor. The Clark County Clerk shall distribute duplicate conformed copies of the Agreement to each of the parties.

DATED this ____ day of _____, 2018.

CLARK REGIONAL EMERGENCY SERVICES AGENCY

Attest:

By: Don Chaney Chair, CRESA Administrative Board

CITY OF BATTLE GROUND

Attest:

By: Philip Johnson, Mayor

By: City Clerk for Battle Ground

Approved as to form:

City Attorney for Battle Ground

CITY OF CAMAS

Attest:

By: Scott Higgins, Mayor

By: City Clerk for Camas

Approved as to form:

City Attorney for Camas

CITY OF LA CENTER

Attest:

By: _____
Greg Thornton, Mayor

By: _____
City Clerk for La Center

Approved as to form:

City Attorney for La Center

CITY OF RIDGEFIELD

Attest:

By: _____
Ron Onslow, Mayor

By: _____
City Clerk for Ridgefield

Approved as to form:

City Attorney for Ridgefield

CITY OF VANCOUVER

Attest:

By: _____
Eric Holmes, City Manager

By: _____
City Clerk for Vancouver

Approved as to form:

City Attorney for Vancouver

CITY OF WASHOUGAL

Attest:

By: _____
Sean Guard, Mayor

By: _____
City Clerk for Washougal

Approved as to form:

City Attorney for Washougal

TOWN OF YACOLT

Attest:

By: _____
Jeff Carothers, Mayor

By: _____
City Clerk for Yacolt

Approved as to form:

City Attorney for Yacolt

**BOARD OF CLARK COUNTY COUNCILORS
FOR CLARK COUNTY, WASHINGTON**

By: _____
Marc Boldt, Chair

Attest: _____
By: Clerk to the Board

Approved as to form: _____
Attorney for Clark County

EXHIBIT A

CRESA Emergency Management Scope of Services

The CRESA shall provide emergency management services to the participating Parties based on the standards established in Washington Administrative Code (WAC) 118-30, Local and Joint Local Organizations for Emergency Management Plans and Programs as follows:

A. Program Administration

1. Laws and Authorities. CRESA shall provide for the joint local organization for emergency management services for the Parties in accordance with local and state laws related to the development and maintenance of an emergency management program including but not limited to the provision for the appointment of the emergency management director; and how the costs of supporting the organization shall be shared between the Parties. *[WAC 118-30-040(1)(a) Draft 17_11-03]*
2. Coordination.
 - a) CRESA shall maintain an emergency management organization compliant with state and federal guidelines, adhering to the commonly practiced principles of emergency management and utilizing the tenets of the National Incident Management System (NIMS). *[WAC 118-30-040(5) Draft 17_11-03]*
 - b) CRESA shall submit a local preparedness report of the emergency management program to the State for review by July 31 of each calendar year. *[WAC 118-30-040(4) Draft 17_11-03]*
 - c) CRESA will meet semi-annually with Parties' leadership to seek and obtain continued and coordinated stakeholder involvement and input regarding the emergency management program, including but not limited to policies, plans, ordinances, training, exercises, budget, public education, strategies, and other emergency management issues. *[WAC 118-30-070(3)(s) Draft 17_11-03]*
3. Administration and Finance.
 - a) CRESA will establish and maintain a dedicated emergency management budget. *[WAC 118-30-070(3)(r) Draft 17_11-03]*
 - b) CRESA will provide fiscal and administrative procedures to support and accurately document normal and disaster operations of the organization. *[WAC 118-30-070(3)(q) Draft 17_11-03]*
 - c) CRESA will provide fiscal and administrative procedures that provide the ability to request, receive and manage funds in emergency situations for the delivery of assistance and cost recovery.
 - d) CRESA will provide state and federal emergency management grant administration and reporting requirements. *[WAC 118-30-070(3)(b) Draft 17_11-03]*

4. Strategic Planning. CRESA shall develop, with input from stakeholders, an emergency management strategic plan that includes: 1) a mission or vision statement; 2) identified goals, objectives and milestones; 3) a method of evaluation, maintenance and update of the plan.

B. Program Elements

1. Hazard Identification, Risk Assessment and Consequence Analysis. CRESA will develop and maintain a current multi-jurisdictional Hazard Identification Vulnerability Analysis (HIVA). *[WAC 118-30-060(1) Draft 17_11-03]*
2. Hazard Mitigation. CRESA will develop and maintain pre- and post-disaster mitigation program that regularly uses resources to mitigate the effects of emergencies and disasters associated with the risks or hazards identified in its hazard identification and vulnerability analysis. *[WAC 118-30-060(3)(c) Draft 17_11-03]*
3. Prevention. CRESA will engage prevention and protection partners to assess and improve capabilities for the hazards identified in the hazard identification and vulnerability analysis document. *[WAC 118-30-070(3)(t) Draft 17_11-03]*
4. Operational Planning and Procedures.
 - a) CRESA shall develop, promulgate and maintain for each parties' political subdivision a current comprehensive emergency management plan (CEMP) that is consistent and coordinated with the state comprehensive emergency management plan. *[WAC 118-30-040 (3) 118-30-060 (3) Draft 17_11-03]*
 - b) When requested and/or in concert with CRESA's Strategic Emergency Management Plan, CRESA will provide technical assistance in the development of regional or countywide functional emergency management plans and procedures.
5. Incident Management.
 - a) CRESA shall provide a 24 hour per day Duty Officer for emergency management issues.
 - b) Under the provisions of the Parties' cities and county codes, CRESA shall initiate, through the County Executive a Proclamation of Emergency when CRESA determines that a significant event or disaster has occurred which affects life, health, property or public peace.
 - c) CRESA, in conjunction with the Parties and the State's Emergency Management Division (EMD), will coordinate FEMA's post-disaster preliminary damage assessment (PDA) process. The Parties' political subdivisions will be responsible for tracking and reporting activities potentially reimbursable by federal and/or state disaster assistance programs. Each Party remains responsible for the costs it incurs.
 - d) CRESA shall develop and maintain procedures for documenting critical information received and decisions made during emergency operations center activations. *[WAC 118-03-070(3) (o) Draft 17_11-03]*

- e) CRESA shall develop and maintain system tools and structures used in the Clark Regional Emergency Operations Center (CROEC) for analyzing emergencies or disasters; and shall provide a process for clear and effective decision making for response and recovery. *[WAC 118-03-070(3) (k) Draft 17_11-03]*
6. Resource Management, Mutual Aid and Logistics.
- a) CRESA will develop and maintain a process for documenting the registration, mobilization, engagement and use of emergency workers consistent with Chapter 118-04 WAC and to mobilize community support in the event of an emergency or disaster. *[WAC 118-03-070(3)(f) Draft 17_11-03]*
 - b) CRESA will develop and maintain a process to manage spontaneous volunteers and donations in the event of an emergency or disaster. *[WAC 118-03-070(3)(g) Draft 17_11-03]*
 - c) CRESA will work in collaboration with the Parties to develop volunteer capabilities that augment local emergency response efforts.
 - d) CRESA will develop and maintain a resource management system that identifies, obtains, accounts for and in a timely fashion distributes services, supplies and equipment needed during significant emergencies and disasters. *[WAC 118-03-070(3)(e) Draft 17_11-03]*
 - e) CRESA will develop and maintain protocols for sharing resources with other political subdivisions in response to a request under the Intrastate Mutual Aid System established by Chapter 38.56 RCW or other mutual aid agreements. *[WAC 118-03-070(3) (h) Draft 17_11-03]*
7. Communications and Warning. CRESA will develop and maintain appropriate equipment and procedures for communicating to program stakeholders, emergency personnel and the public for efficient preparation, response to, and recovery from emergencies or disasters. *[WAC 118-03-070(3)(i) Draft 17_11-03]*
8. Facilities. CRESA shall provide and maintain the primary and alternate Clark Regional Emergency Operations Center (CREOC) to adequately support Parties during significant events and disasters. This shall include a process for activating the primary CREOC within two hours of the event's occurrence. *[WAC 118-03-070(3) (j) Draft 17_11-03]*
9. Training.
- a) CRESA will develop and maintain a training program that includes appropriate training for emergency management staff, emergency response personnel, key public officials and decision-makers accordance with the National Incident Management System (NIMS). *[WAC 118-03-070(3)(l) Draft 17_11-03]*
 - b) CRESA will develop an annual training and exercise calendar based on identified needs, regulatory requirements and stakeholder input.
10. Exercises, Evaluation and Corrective Actions.
- a) CRESA shall develop and maintain an emergency management exercise

program that includes evaluation of emergency response and recovery capabilities and a corrective action process designed to improve and/or validate emergency management, training, plans, processes, systems, and procedures. *WAC 118-03-070(3)(m) Draft 17_11-03]*

- b) CRESA shall conduct an emergency operations exercise to test the CEMP at least once each calendar year if an emergency or disaster has not impacted the area during that time period. *[WAC 118-30-060(3)(d)(iii) Draft 17_11-03]*

11. Public Information and Education.

- a) CRESA will work in conjunction with participating jurisdictions to provide disaster-related preparedness and education in order to improve overall community resilience. *[WAC 118-03-070(3)(p) Draft 17_11-03]*
- b) CRESA shall develop and maintain a public information plan that includes the capability of participation in a joint information system during an emergency or disaster. *[WAC 118-03-070(3) (n) Draft 17_11-03]*

CLARK REGIONAL EMERGENCY SERVICES AGENCY
(CRESA)
BYLAWS

1. NAME

Clark Regional Emergency Services Agency (“CRESA”) established by Clark County, Washington, pursuant to RCW 35.21.730 through 35.21.757 and Ordinance No. 2017-10-08 adopted by the Board of County Councilors on October 24, 2017. These Bylaws are subject to any limitations herein, the Ordinance and Charter of CRESA.

2. DEFINITIONS

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in R.C.W. 35.21, 38.52, 39.34, and 82.14, provided that in case of any conflict, Clark County Ordinances codified as Ch. 2.48A and Ch. 2.74A Clark County Code, shall control:

2.1 “9-1-1 Communications Services” means the regional organization for 9-1-1 call taking and radio dispatch for law enforcement, fire and ambulance providers within Clark County and portions of Cowlitz and Skamania County.

2.2 “Charter” means the articles of organization of CRESA adopted by County Ordinance No. 2017-10-08 and all subsequent amendments.

2.3 “Customer” means organizations that enter into contract for specific services with CRESA and have no voting representation on the CRESA Administrative Board and do not assume costs related to long-term investments into the infrastructure, therefore service fees would be calculated accordingly.

2.4 “Emergency Management Services” means the program that assists participating jurisdictions in preparing for, responding to, and recovering from major emergencies and disasters pursuant to R.C.W. 38.52.

2.5 “Executive Head” and “Executive Heads” means the county executive in those charter counties with an elective office of county executive, however designated, and, in the case of other counties, the county legislative authority. In the case of cities and towns, it means the mayor in those cities and towns with mayor-council or commission forms of government, where the mayor is directly elected, and it means the city manager in those cities and towns with council manager forms of government. Cities and towns may also designate an executive head for the purposes of this chapter by ordinance.

2.6 “Founding Public Agency” or “Parties” means those parties that were previous signatories to the CRESA Interlocal Agreement entered into February 20, 2001 and that have invested in the infrastructure; are representation on the CRESA Administrative Board and are specifically listed in Section 3 or these Bylaws.

2.7 “General purpose governmental jurisdiction” means the state, a city, or a county.

- 40 2.8 "Radio System and Services" means a countywide radio communications
41 infrastructure comprised of voice/data microwave systems.
- 42 2.9 "Service Fee Formula" means the allocation of the cost of CRESA services
43 determined by the CRESA Administrative Board for the purposes of calculating the
44 founding public agencies' or customers' obligations to contribute to the funding of
45 such services for the year.
- 46 2.10 "Small Cities" means the cities of Battle Ground, Camas, LaCenter, Ridgefield,
47 Washougal and Yacolt.

48 **3. PARTICIPATION**

49 Clark County and the Cities of Battle Ground, Camas, LaCenter, Ridgefield,
50 Vancouver, Washougal and Yacolt, and Clark County Fire Districts 3, 6, 9 dba East
51 County Fire and Rescue, 10, 11 dba Clark County Fire and Rescue, and 13, and
52 NCEMS and Cowlitz-Skamania Fire District #7 participate in the operation of CRESA
53 for the purpose of consolidated 9-1-1 communications and regional radio system and
54 services through a combined service agreement.

55 Clark County, which includes the unincorporated service areas within the County, and
56 the Cities of Battle Ground, Camas, LaCenter, Ridgefield, Vancouver, Washougal, and
57 Yacolt also participate in CRESA for the purpose of consolidated emergency
58 management services.

59 Other general purpose governmental jurisdictions and public service providers may join
60 CRESA as a Customer or a Founding Public Agency for consolidated 9-1-1 dispatch
61 and regional radio system and services upon approval of Customer or a Founding
62 Public Agency status by the CRESA Administrative Board (herein after "Board") and
63 based on the process established by the Board and execution of appropriate service
64 agreements.

65 Organizations who are neither general purpose governmental jurisdictions or public
66 service providers may join CRESA as Customers for consolidated 9-1-1 dispatch and
67 regional radio system and services upon approval of Customer status by the Board and
68 execution of separate service agreements.

69 Other organizations who are general purpose governmental jurisdictions or public
70 service providers may participate in emergency management services as Customers
71 upon approval of Customer status by the Board and based on the process established by
72 the Board and execution of separate service agreements.

73 **4. GOVERNING BOARD COMPOSITION, AUTHORITY AND RESPONSIBILITIES**

74 **4.1 Composition**

75 The Board shall consist of the individuals established in Section VII of the
76 Charter.

77 **4.2 Authority and Responsibilities**

78 The Board shall have the authority and responsibilities as established in Section
79 VII of the Charter

81 4.3 **Conditions**

82 All members of the Board shall serve without compensation from CRESA.
83 Members may only serve for such time they are duly appointed to the Board and
84 acting in the capacity they represent.

85 4.4 **Modification and Replacement**

86 Membership and structure of the Board may only be modified through an
87 amendment to the Ordinance 2017-10-08 and Charter, recommended by two-
88 thirds of the entire Board, and approved by the majority of the participating
89 agencies.

90 The Board may, in the event of a permanent vacancy on the Board, solicit the
91 appointment of a replacement member from the appointing authority. In the
92 event the appointing authority fails to appoint a replacement within sixty (60)
93 days of the Board's request, the Board may select a person to fill that vacancy.

94 **5. OFFICERS, ELECTIONS, TERMS AND DUTIES**

95 5.1 **Board Offices**

96 5.1.1 Nomination and Election of Officers

97 The majority of the whole membership of the Board shall select a Chair
98 and Vice-Chair. The duties of the Chair are set forth in Article 6 of these
99 Bylaws.

100 5.1.2 Terms of Officers

101 The term of office for Chair and Vice-Chair shall be one year.

102 5.1.3 Removal of Officers

103 The Chair or Vice-Chair may be removed, with or without cause, by two-
104 thirds of the entire board, after providing thirty (30) days written notice to
105 the person to be removed.

106 5.1.4 Vacancies in Offices

107 Vacancies for Chair shall be filled by the Vice-Chair and the resulting
108 vacancy of the Vice-Chair shall be filled immediately by the regular
109 election procedure in 3.2.1 for the unexpired portion of the term.

110 5.2 **Meetings and Meeting Notice**

111 5.2.1 Regular Meetings

112 The Board shall meet not less than four (4) times per year. The time and
113 place of regular meetings of the Board shall be established by the Board on
114 or before January of each year.

115 5.2.2 Special Meetings

116 Special meetings may be called at any time by the Chair or by a majority
117 of the whole Board. Written notice of the special meeting shall be given
118 based on the requirements established in RCW 42.30.080. The notice shall
119 specify the time and place of the meeting and the business to be transacted.

5.3 Quorums

Five (5) members of the Board constituting five votes shall constitute a quorum for the transaction of business except for certain exceptions as outlined in the Ordinance 2017-10-08, Charter and these bylaws which require two-thirds of the entire Board.

5.4 Voting

Every Board member shall be entitled to vote on all issues before CRESA at duly called meetings under Section 5.2.

5.5 Parliamentary Procedure

Unless otherwise governed by the provisions of these Bylaws or the laws of the State of Washington, Roberts Rules of Parliamentary Procedure shall govern the conduct of all Board meetings. The Chair or his/her designee shall be the parliamentarian.

5.6 Board Acting As A Body

The Board shall act as a body in making its decisions and announcing them. No member shall speak or act for the Board without prior authorization of the Board except as otherwise provided for in these Bylaws.

5.7 Record of Board Meetings

The proceedings of the Board meetings shall be recorded and maintained in accordance with RCW 42.32. The minutes shall consist primarily of a record of the action taken. Prior to the adoption of the minutes, copies of the proposed minutes shall be forwarded to all Board members prior to the next regular meeting for their reference and/or correction. At the next regular meeting, the Board shall consider the minutes for adoption or necessary corrections.

5.8 Advisory Committees

The Chair, from time to time, may appoint Board members and other interested private citizens and representatives of groups and organizations to serve on standing or special committees. At the time of the appointment of such members, the Chair shall state the objective of the Committee and the date upon which a report shall be issued to the Board. Recommendations of such committees shall be considered as advisory only.

5.8.1 Financial Subcommittee

The purpose of the Financial Subcommittee is to review and provide recommendations to the Board regarding operating budgets and funding, cost share distributions, funding of long term capital debt and other financial matters deemed appropriate by the Board. CRESA Membership of the Financial Subcommittee shall consist at a minimum of five (5) of the following financial representatives: one (1) member from Clark County; one (1) member from the City of Vancouver; one (1) member from the small cities; one (1) member from fire districts; and one (1) member from CRESA staff.

6. DUTIES OF THE CHAIR

The Chair shall preside at all meetings of the Board. In the event of the Chair's absence or inability to preside, the Vice-Chair shall assume the duties of presiding over the meetings of the Board.

The Chair shall act as a spokesperson for the Board and shall act as its representative at meetings with other organizations, committees and other such activities unless such representative shall otherwise be authorized by the Board; provided, however, the Chair may delegate to any Board member the duty of being a representative for Board. The Chair or his/her designated Board member acting as a representative shall make no pronouncements that will obligate or commit CRESA except as provided by these Bylaws or pursuant to the authorization of the Board.

7. AUTHORITY AND RESPONSIBILITIES OF THE DIRECTOR

The CRESA Director shall have the authority and responsibilities to administer the programs of the CRESA and policies adopted by the Board, and in particular shall:

- 7.1 Prepare for consideration and adoption by the Board a proposed annual budget of revenues and expenditures for CRESA for the next calendar year;
- 7.2 Prepare for consideration and adoption by the Board a proposed annual work plan for CRESA and previous year's work plan performance.
- 7.3 Through service agreements, provide regional 9-1-1 communication and regional radio system and services;
- 7.4 Through the service agreements, provide the participating cities, towns, and counties with local emergency management services as established under R.C.W. 38.52;
- 7.5 Have the authority to hire, discipline, and discharge CRESA personnel in accordance with personnel policies ;
- 7.6 Subject to approval of the Board, negotiate and execute any collective bargaining agreements with CRESA employees;
- 7.7 Negotiate and execute any contracts for services up to \$50,000.00 without Board approval;
- 7.8 Administer all CRESA day-to-day operations consistent with the policies adopted by the Board.

8. FINANCING

8.1 9-1-1 Communication Services and Radio System Services

For 9-1-1 Communication Services and Radio System Services, so as to ensure appropriate funding of CRESA facilities, equipment and property related to 9-1-1 Operations, Enhanced 9-1-1/CAD, and Regional Radio Systems, the Board shall consider recommendations from the CRESA Financial Subcommittee. These financing recommendations shall include consideration of the options for funding of long term capital debt, equipment replacement, and ongoing operations as established under appropriate agreements and resolutions. These financial options shall also include cost allocation formulas, rates, and appropriate charges for

services provided to founding public agencies and customers (see Exhibit A, Service Fee Formula).

8.2 Emergency Management Services

For Emergency Management Services, a per capita charge shall be assessed to participating parties. In calculating the per capita charge, a party's population (numerator) shall be divided by the total of all participating parties' population (denominator) multiplied by that portion of the emergency management budget that is not reimbursed by the Federal Government through the State or other outside revenue sources. A party's population shall be based on the most recently published figures from the State Office of Financial Management ("OFM"). In the event that OFM does not publish such figures on an annual basis, the Director shall request such figures from OFM and, if provided, those figures shall be utilized. In the event of an emergency resulting in the necessity for the carrying out of emergency functions for the preservation and protection of life and/or property, the cost of emergency management services provided by CRESA related to such emergency shall be borne by the emergency management fund balance (if any) and participating political subdivisions affected by such emergency; provided that the Director of CRESA shall obtain approval for such emergency expenditures from the executive head(s) of the benefited political subdivision(s) at the earliest opportunity. If in any case the Board cannot agree upon the proper division of cost, the matter shall be referred to the State Emergency Management Council for arbitration; and the decision of the Council shall be binding.

9. BUDGETING

For regional 9-1-1 communication services, regional radio system and regional emergency management services the CRESA Financial Subcommittee shall meet at least twice a year. The first meeting will be in the first quarter of the year to review the previous year's revenues and expenses to determine if CRESA is meeting the key principles and concepts established under appropriate financing agreements and resolutions. The second meeting will occur in the third quarter of the year to review preliminary baseline budget for the following year. Based on recommendations from the Financial Subcommittee, the Director of CRESA shall recommend the preliminary budget to the Board on or before the end of the 3rd Quarter, (September 30th) of each year. This budget shall include: proposed services levels, baseline operations budget, any proposed enhancements, recommended capital equipment acquisition, and proposed financing methodologies. The Board shall adopt the final CRESA budget on or before December 15th of each year.

10. SERVICE AGREEMENTS

A service agreement with the Founding Public Agencies and each Customer shall be entered into for the provision of CRESA providing consolidated 9-1-1 communications and regional radio system and services. A service agreement with Clark County and the cities listed in Section 3 shall also be entered into for the purpose of CRESA providing consolidated emergency management services.

These agreements will establish: 1) the scope of CRESA services; 2) the financing for CRESA services is based on Section 8 of these Bylaws; 3) provision of termination based on Section 13 of these Bylaws; Insurance; and Indemnification.

11. INSURANCE REVIEW

The Board shall annually review CRESA's liability and other insurance coverage after providing parties to this Agreement an opportunity to comment on the adequacy of such coverage.

12. AMENDMENT

These Bylaws, as adopted by the Board, may be revised or amended at any regular or special meeting of the Board by a vote of the majority of the whole membership of the Board, except as otherwise provided in the these Bylaws; provided that copies of the proposed revisions or amendments shall have been available to each Board Member at least two (2) weeks prior to the regular or special meeting at which proposed revisions or amendments are to be acted upon.

13. TERMINATION

At the end of four years, or any time thereafter, party may withdraw from the service agreement by giving one year's written notice of their intent to withdraw. Any withdrawal shall be effective no sooner than midnight of December 31st of the year following the giving of the notice.

14. DISSOLUTION

The provisions of dissolution are established in Ordinance 2017-10-08.

15. SEVERABILITY

If any provision of these Bylaws or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of these Bylaws which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of these Bylaws are declared to be severable.

MOVED AND PASSED at a meeting of the CRESA Administrative Board on Nov. 2, 2017 of which all of the members were notified and a quorum was present.

CRESA ADMINISTRATIVE BOARD


Don Chaney, Chair

EXHIBIT A

CRESA Services USER COST ALLOCATION FORMULA

9-1-1 Dispatch and Radio System Services:

CRESA's 9-1-1 Dispatch and Radio System Services operating costs are funded by the 9-1-1 Excise Tax and customer contracts, with the remaining balance funded by user fees. The following model allocates how the user fees are established.

The objectives of this funding model is to: 1) provide stability and sustainability; 2) be simple to administer and easy to understand; 3) be fair and equitable between user agencies; 4) allow flexibility within CRESA operations; and 4) supports the differentiation between Owners and Customers.

Based on calls being the most basic unit of work at CRESA, the following cost allocation for 9-1-1 Dispatch and Radio System Services is established:

- Owners' contribution to the cost of CRESA's approved budget (after E-911 tax, Contract revenues, miscellaneous revenues and reimbursements) based upon Agency percentage of total call volume plus radio count. The formula equates to: 85% Call Volume and 15% Radio count.
- The total Call Volume and Radio Count for any given budget cycle are based on a rolling average of the activity for the agency over the previous two years. See figure 2 below for an example.
- Call Volume is based on Calls that generate a CAD entry.
- Radio Count is based on an annual inventory of the number of radios owned by the agency.

Example:

Budget Cost - Excise Tax, Contracts and Misc. Revenue	% Total Calls	Call Allocation	Call Cost
\$5,996,312	43.62%	0.85	\$2,223,253
Budget Cost - Excise Tax, Contracts and Misc. Revenue	% Total Radio	Radio Allocation	Radio Cost
\$5,996,312	16.45%	0.15	\$147,959
Total Agency Costs			\$2,371,212

Note – Costs related to services or equipment that are of sole benefit to an individual agency, or small group of agencies shall be passed through solely to that agency (e.g., license or maintenance costs associated with software or computer interfaces)

Impacts to owner fees, apart from call volume are expected to be:

- Changes in CRESA's Budget
- Changes in the E9-1-1 Tax
- Changes in Customer contract and miscellaneous revenues

Emergency Management Services:

CRESA's Emergency Management Services operating costs are funded by the State Emergency Management Performance Grant (EMPG), the Washington State Homeland Security Program (SHSP) grants, and any private contracts, with the remaining balance funded by a per capita rate assessed to the participating county and cities. The per capita rate is based on the most recent population figures established by the Washington Office of Financial Management.

Example:

Budget/Revenue Forecast

Item	Budget
Current year EMPG	\$68,918
Carryover EMPG (9/1/15-8/31/16)	\$89,600
SHSP M&A for Manager	\$10,000
SHSP FTE	\$73,474
Private Contracts (i.e., PacifiCorp)	\$1,500
Total Grants	\$243,492
Use of EM Reserves	\$33,783
Per Capita Revenue	\$378,831
Total Revenue	\$656,106
Total Expenditures	\$656,106

Per Capita Allocation

Per Capita Charge	0.8557
County/City	Population
Clark County	210,140
Battle Ground	18,680
Camas	20,880
LaCenter	3,050
Ridgefield	6,035
Vancouver	167,400
Washougal	14,910
Yacolt	1,620
Total Population	442,715
County/City	Per Capita Costs
Clark County	\$179,817
Battle Ground	\$15,984
Camas	\$17,867
LaCenter	\$2,610

Ridgefield	\$5,164
Vancouver	\$143,244
Washougal	\$12,758
Yacolt	\$1,386
Total Per Capita Revenue	\$378,830