



CITY COUNCIL MEETING AGENDA
Monday, October 21, 2013, at 7 p.m.
Camas 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 minutes of the October 7, 2013, Camas City Council Meeting and the work session minutes of October 7, 2013
- B. Approve claim checks as approved by the Finance Committee.
- C. Authorize staff to disband an Emergency Alert AM Radio transmission system and declare equipment as surplus. This item was discussed at the October 7, 2013, Workshop. (submitted by Mitch Lackey)
- D. Authorize the Mayor/City Administrator to sign the Commute Trip Reduction (CTR) Interlocal Agreement after approval by the City Attorney. The City of Vancouver, through an Interlocal Agreement, has been responsible for administering the Clark County Commute Trip Reduction (CTR) Program, including the use and accounting for any funds the Washington State Department of Transportation makes available for use in implementing the CTR law. The City of Vancouver also acts for the jurisdictions within the County in applying for additional grant funds to support the implementation of the CTR law. (submitted by Phil Bourquin)
- E. Authorize release of retainage for Project S-576B Slurry Seal in the amount of \$7,072.05 to Blackline, Inc. (submitted by Eric Levison)
- F. Authorize the Mayor to sign Supplemental Agreement No. 2 with JD Walsh & Associates for Project P-862 Lacamas Lake Lodge in the amount of \$11,276.00. Supplemental Agreement No. 2 includes normal construction support administrative services and as-build drawings for project site work. (submitted by Jim Hodges)

- G. Authorize the Mayor to sign Change Order No. 2 for Project P-862 Lacamas Lake Lodge in the amount of \$15,372.27 (including tax). (submitted by Jim Hodges)
- H. Authorize Pay Estimate No. 3 for Project SS-579A 2013 NW Leadbetter and Grass Valley Park to Sound Native Plants, Inc. in the amount of \$1,111.39. The pay estimate is for work completed in August, 2013. (submitted by Anita Ashton)
- I. Authorize final Pay Estimate No. 4 for Project SS-578 NW Lake Road Invasive Species Removal to Green Tree Landscaping, Inc. in the amount of \$1,499.30. The pay estimate is for work completed during September/October, 2013. (submitted by Anita Ashton)
- J. Authorize the Mayor to sign a Professional Consulting Contract for Project S-545C NW 38th Avenue Gateway Entry Sign Project to OTAK, Inc., for an amount not to exceed \$11,640.00. The contract is for architectural and related services required to prepare plans and specifications for an entry sign along the NW 38th Avenue corridor. This project will be funded by the existing budget for the street improvement project. (submitted by James Hodges)

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. DECA (Distributive Education Clubs of America) Week Proclamation
- C. National Red Ribbon Week Proclamation

VIII. COMMUNITY DEVELOPMENT

- A. Public Hearing – SW 6th Avenue Vacation Request
 - 1. Details: Burlington Northern Santa Fe (BNSF) is designing a siding track in west Camas. Part of the construction of this design will include building a retaining wall and re-grading the slope near and within the southernmost portion of existing right-of-way of the Old Evergreen Highway. The SW 6th Avenue roadway is located within the far northern portion of this right-of-way.
Due to the extreme width of this right-of-way and the extent of the work to be performed by BNSF, staff recommended that BNSF file a vacation request. This vacation request is for a portion of right-of-way approximately 50 feet wide and located approximately ½ mile to ¾ mile west of SW Zillah Street. There are no existing improvements within this portion of the right-of-way. The width of the remaining right-of-way for SW 6th would be a minimum of 80 feet.
A staff report providing more detailed information has been prepared and is attached.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends opening the public hearing, taking public testimony, and, if Council decides to vacate the property, move to have the City Attorney prepare an ordinance for the vacation.

IX. HUMAN RESOURCES

- A. Resolution No. 1279 Adopting the Association of Washington Cities (AWC) Employee Benefit Trust Interlocal Agreement Creating a Joint Self-insured Health and Welfare Benefit Program.

1. Details: The AWC Benefit Trust is going self-insured effective January 1, 2014.

Adoption of an interlocal by resolution is required of all entities to participate in the trust. This was previously presented at the October 7th Council Workshop.

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

Recommended Action: Recommend Council authorization for Mayor to execute the resolution.

X. PUBLIC COMMENTS

XI. ADJOURNMENT

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - Draft
Monday, October 07, 2013 at 7:00 p.m.
Camas 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

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

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, and Shannon Turk

Staff: Kristin Berquist, Phil Bourquin, Jennifer Gorsuch, Cathy Huber Nickerson, Roger Knapp, Eric Levison, and Paul Lewis

Press: Heather Acheson, Camas-Washougal Post Record

Mayor made comments regarding the passing of Camas City Administrator, Nina Regor.

A moment of silence was taken in Nina Regor's honor.

IV. PUBLIC COMMENTS

There were no comments from the public.

V. CONSENT AGENDA

- A.** Approved the minutes of the September 27, 2013, Special Council Meeting, the September 16, 2013, Camas City Council Meeting and the work session minutes of September 16, 2013.

Special Council Meeting

September 16th Council Meeting Minutes

September 16th Workshop Minutes

- B. Approved claim checks numbered 118513-118699, in the amount of \$2,894,250.72.
- C. Authorized the Mayor to sign Change Order No. 1 for Project WS-713, Wastewater Treatment Facilities (WWTF) Improvements, Phase 2B which includes eight items totaling \$53,405.00. All items listed in Change Order No. 1 are for additional work required during construction. These items amount to about 1.9 percent of the original \$2,858,837.00 contract amount. The largest item, No. 7, amounts to \$31,881.00 and is for work required to re-route a 30" diameter pipeline and to construct a proper connection to an existing concrete structure. This project is funded by a \$10,000,000 Public Works Trust Fund (PWTF) Loan and a \$6,543,300 Department of Ecology (DOE) State Revolving Fund (SRF) Loan. (submitted by James Carothers)

WS- 713 Change Order No. 1

- D. Authorized Pay Estimate No. 7 for Project WS-713 Wastewater Treatment Facilities Improvements, Phase 2B to Contractors Northwest, Inc., in the amount of \$1,082,488.35 for work completed through September 15th, 2013. This project is budgeted and fully funded. (submitted by James Hodges)

WS-713 Pay Estimate No. 7


- E. Authorized Pay Estimate No. 5 for Project WS-720A 2013 STEP/STEF Tank Pumping in the amount of \$6,208.86 to AAA Septic Service for work completed through August 31, 2013. This project is budgeted and fully funded. (submitted by James Hodges)

WS-720A Pay Estimate No. 5

- F. Authorized Pay Estimate No. 3 for Project P-862 Lacamas Lake Lodge Building Improvements payable to JWC LLC, general contractor for the work period ending September 27, 2013, in the amount of \$273,941.14 (submitted by James Hodges)

P-862 Pay Estimate No. 3


- G. Authorized Pay Estimate No. 6 for Project S-545 NW 38th Ave./SE 20th St. Street Improvements, Phase 1 to Tapani, Inc., in the amount of \$722,035.26. The pay estimate is for work completed from August 1st through August 31st, 2013. (submitted by Anita Ashton)

S-545 Pay Estimate No. 6 

- H. Authorized the bid award for Project P-883A Police Station Fence and Security Gate to Town and Country Fence Co. in the amount of \$36,864.67. This is a budgeted project. (submitted by Eric Levison)

P-883A Bid Tab 

- I. Authorized the Mayor to execute this modification to the existing Community Development Block Grant (CDBG) Grant Agreement for Project P-881 Community Center CDBG Grant Agreement Modification No. 1. Clark County CDBG Staff have proposed the attached modification to the City's existing Grant Agreement. The modification excludes the requirement for the execution of a Deed of Trust. The modification also proposes to change the contract end date to October 1, 2020. (submitted by James Carothers)

CDBG Grant Agreement Contract Modification 

- J. Authorized the Mayor to execute the attached Promissory Note for Project P-881 Community Center CDBG Parking Improvements. Camas has received a CDBG Grant in the amount of \$30,000 to be used to purchase property near the existing Community Center on SE Polk Street. The property is owned by the Friends of the Camas Community Center. Consistent with CDBG Program requirements, Camas has been asked to execute the attached Promissory Note as a condition for receipt of the grant funding. The Promissory Note includes specific conditions that must be met after acquisition of the subject property. Simply stated, Camas is required to use the purchased property for CDBG Eligible activities. (submitted by James Carothers)

Promissory Note 

- K. Authorized the write-off of the September 2013 Emergency Medical (EMS) billings in the amount of \$89,198.27. 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 Cathy Huber Nickerson)

It was moved by Greg Anderson, seconded by Melissa Smith to approve the Consent Agenda. The motion carried unanimously.

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

There were no comments from staff.

B. Council

Each council member expressed sadness at Nina's passing, appreciation for the work she had accomplished, and for her courage.

Mayor will announce the specifics of a Memorial Service for Nina when they are known.

VII. MAYOR

A. Announcements

Mayor announced that Jennifer Gorsuch, Human Resource Director, would also be serving as the Acting City Administrator.

VIII. COMMUNITY DEVELOPMENT

A. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Phil Bourquin, Community Development Director

There were no updates on miscellaneous or emergent items.

IX. PUBLIC WORKS

A. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

There were no updates on miscellaneous or emergent items.

X. ADMINISTRATION

A. Miscellaneous and Updates

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

There were no updates on miscellaneous or scheduling items.

XI. PUBLIC COMMENTS


There were no comments from the public.

XII. ADJOURNMENT

The meeting adjourned at 7:11 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted October 2, 2013

October 7, 2013 Council Agenda with Supporting Documents 

Mayor

City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft
Monday, October 07, 2013 at 4:30 p.m.
Camas City Hall, 616 NE 4th Avenue

Due to technical difficulties, the video begins with *Item VII. Finance*. The beginning of the meeting was not recorded.

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith, Shannon Turk

Staff: Jerry Acheson, Kristin Berquist, Phil Bourquin, James Carothers, Jennifer Gorsuch, Mitch Lackey, Eric Levison, Paul Lewis, Cathy Huber Nickerson, Linda Swenton, Nick Swinhart, and David Zavortink

Press: Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS


Joe Levesque, 2682 NW Norwood Street, Camas, asked if there were any questions from the last meeting. There were none.

IV. PUBLIC WORKS DEPARTMENT

A. Utility Rate Discussion

Details: Provided follow-up information on utility rate comparisons, Utility Manager Position and garbage service.

Department/Presenter: Eric Levison, Public Works Director

Utility Rate Comparison (attachment revised on October 7, 2013) 

Levison set the public hearing date to discuss the potential utility rates for Camas for November 4, 2013. There will be a full proposal packet ready for viewing at the hearing.

Levison relayed to Council the reasons for including the ability to fund a utility manager position or consultant within the structured rate. Discussion followed. Sanitation service is currently billed bi-monthly and residents have the option to pay monthly or to set up auto withdrawals.

B. Item Title: Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Eric Levison, Public Works Director

Levison stated the auto charging station has been delivered and will be powered in front of the library no later than the 31st of October. City staff will use the station to determine if additional stations would be beneficial for residents.

V. COMMUNITY DEVELOPMENT DEPARTMENT

A. Item Title: Project P-881 Community Center Community Development Block Grant (CDBG) Grant Agreement Modification No. 1

Details: Clark County CDBG Staff have proposed the attached modification to the City's existing Grant Agreement. The modification excludes a requirement for execution of a Deed of Trust. The modification also proposes to change the contract end date to October 1, 2020.

Department/Presenter: James Carothers, Engineering Manager

Contract Modification 

Carothers relayed that the modification to the existing Grant Agreement will be included on the October 7, 2013, Consent Agenda.

B. Item Title: Project P-881 Community Center CDBG Parking Improvements

Details: Camas received a CDBG Grant in the amount of \$30,000 to be used to purchase property near the existing Community Center on SE Polk Street. The property is owned by the Friends of the Camas Community Center. Consistent with CDBG Program requirements, Camas has been asked to execute the attached Promissory Note as a condition for receipt of the grant funding. The Promissory Note includes specific conditions that must be met after the acquisition of the subject property. Simply stated, Camas is required to use the purchased property for CDBG eligible activities through September 2020.

Department/Presenter: James Carothers, Engineering Manager


Promissory Note 

Carothers said the Promissory Note is included on the October 7th Consent Agenda for Council's consideration.

C. Item Title: Project P-862 Lacamas Lake Lodge Change Order No. 2

Details: Lacamas Lake Lodge Change Order No. 2 with JWC LLC for P-862 is in the amount of \$15,372.27 (including tax).

Department/Presenter: James Carothers, Engineering Manager

Change Order No. 2 

Carothers said that staff has placed Change Order No. 2 for the Lacamas Lake Lodge Project and on the October 7, 2013, Consent Agenda for Council's consideration.

D. Item Title: Project P-862 Lacamas Lake Lodge Supplemental Agreement No. 2 for J.D. Walsh & Associates.

Details: Supplemental Agreement No. 2 with J.D. Walsh & Associates in the amount of \$11,276.00 includes normal construction support administrative services and as-built drawings for project site work.

Department/Presenter: James Carothers, Engineering Manager

JD Walsh Supplemental Agreement No. 2 and Attachment "A" 

Carothers stated that staff plans to include P-862 Supplemental Agreement No. 2 on the October 21st Consent Agenda for Council's consideration.

E. Item Title: Project S-545C NW 38th/SE 20th Improvements Entry Structure

Details: Phase 1 Improvements to NW 38th/SE 20th Street are nearing completion. As part of the overall improvements to this new Camas "Gateway", the Mayor has proposed installation of an entry structure (a welcome sign) to be installed on the east side of the Fisher Swale along NW 38th Avenue. Attached is a proposal from Otak, Inc., to design a masonry and rockery entrance structure to be constructed along the improved NW 38th Avenue near the city limit boundary. This will be funded by the existing street project budget, and is the first of several entry signs proposed along "Gateway" transportation corridors to Camas. Other possible future locations include Lake Road, Pacific Rim Blvd., NW 6th Avenue, and NE 3rd Avenue on the east side. The cost of this work will not exceed \$11,640.00.

Department/Presenter: James Carothers, Engineering Manager

OTAK Entry Structure Proposal 

Carothers, along with Phil Bourquin, Community Development Director, referred to the proposal by Otak, Inc., and explained the Mayor's proposal to include entry structures at the new Camas "Gateway". Carothers and Bourquin responded to questions from Council and said that this item will be included on the October

21st Consent Agenda for Council's consideration. Mayor also made explanatory comments.

F. Item Title: Commute Trip Reduction (CTR) Interlocal Agreement

Details: The City of Vancouver, through an Interlocal Agreement, has been responsible for administering the Clark County Commute Trip Reduction (CTR) Program, including the use and accounting for of funds the Washington State Department of Transportation (WSDOT) makes available for use in implementing the CTR law. The City of Vancouver also acts for the jurisdictions within the County in applying for additional grant funds to support the implementation of the CTR law. Attached, you will find an Interlocal Agreement for the Commute Trip Reduction Program and the CTR Work Plan for the 2013-2015 Biennium. The agreement requires the signature of the Mayor/City Manager, and "approval as to form only" by the City Attorney.

Department/Presenter: Phil Bourquin, Community Development Director

Interlocal Agreement for Commute Trip Reduction 

2013-2015 Commute Trip Reduction Work Plan 

Bourquin referred to the attached Interlocal Agreement for the Commute Trip Reduction Program and the CTR Work Plan created for 2013 through 2015 and let Council know that the documents were very similar to previous documents and they will be included on the October 21, 2013, Consent Agenda for Council's consideration.

G. Item Title: WS-709D 544' Zone Water Improvements - Water Transmission Main

Details: Camas received \$8,000,000 from the Washington State Department of Health to construct a slow sand filter system and to replace several miles of old raw water line. Project WS-709D is the first of these projects that is ready to be bid. This project began advertising for bids on Tuesday, October 1st. The bid opening date is currently scheduled for October 15th.

Department/Presenter: James Carothers, Engineering Manager

Carothers described the location of the project. The bid award is scheduled to be included on the October 21, 2013, Consent Agenda.

H. Item Title: Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items.

Department/Presenter: Phil Bourquin, Community Development Director

Bourquin said that a plat alteration request from Archilles was submitted today (October 7, 2013) and will likely come before Council on November 4th, 2013.

Bourquin reported that Camas is a member of the Innovative Partnership Zone (IPZ) which is a group that focuses on growth in the digital technology sector, within a defined geographic area, whose purpose is to spur cooperation among local government, private business, and higher education.

On Friday, October 11th, Bourquin will be meeting with WA Tech Cities in Redmond, which includes 14 cities that focus on technologies.

An update regarding marijuana in Camas is forthcoming from staff during a November meeting.

Carothers reminded Council about the NW 38th Ave/SE 20th Street Ribbon Cutting that will be held at 2 p.m. on October 17th. The entrance to the event will be from 192nd and SE 20th Street.

VI. POLICE DEPARTMENT

A. Surplus A.M. Radio Transmitter - Emergency Advisory Radio System.

Details: In 2007, the City of Camas, with cooperation from the City of Washougal, purchased and installed an A.M. emergency advisory radio system. Operated on A.M. 1670, this low-wattage radio system was intended to be used for localized emergency broadcasts. An ancillary use was to provide public information and safety messages. In the years since, with the advent of social media, the internet, and quicker means of communication, the need for this system has dwindled. The Federal Communications Commission (FCC) requires that the radio system operate on such low wattage that the frequency makes the reception quality very poor over most parts of the community. This poor reception is another reason why few citizens actually ever hear the broadcasts. As the system ages, it is in need of repairs and equipment replacement. The system also demands staff time and monthly expenses related to broadcasting. The Police Department feels the useful life of the A.M. radio system has ended and the system should be shut down and all of the equipment declared surplus. Through staff, the City of Washougal has been consulted and has agreed that the closure of the system is appropriate.

Department/Presenter: Mitch Lackey, Chief of Police

Lackey briefly noted the reasons why the Police Department recommended shutting down the A.M. radio system and asked if Council concurred with their recommendation. After responding to questions from Council, Council members affirmed staff's decision to shut down the system.

VII. FINANCE DEPARTMENT

A. 2014 Mayor's Recommended Budget (attachment added on October 7, 2013)

Details: This presentation is designed to provide a high level overview of the 2014 Mayor's Recommended Budget. The presentation will provide the highlights as well as briefly discuss the major strategic investment options for the City. In addition, the 2014 Recommended Budget with detailed decision

packages will be provided to Council with an electronic edition to be provided to the public on the City's website following the meeting. A PowerPoint Presentation will be available at the meeting.

Department/Presenter: Cathy Huber-Nickerson, Finance Director

2014 City's Recommended Budget

Huber-Nickerson said that the next step in the budget process would be to bring detailed information for each of the 35 packages at the November 4th Council Workshop. She also noted that property tax will be discussed during the next meeting.

Mayor acknowledged Huber-Nickerson's work and thanked her for her hard work. Mayor said this process is reflecting Regor's uniqueness and Huber-Nickerson's skill set. Mayor encouraged Council to take advantage of meeting with the Finance Director if they had any questions. Council members thanked Huber Nickerson for her comprehensive work.

VIII. HUMAN RESOURCES

A. Association of Washington Cities (AWC) Employee Benefit Trust Resolution and Interlocal

Details: The AWC Benefit Trust is going self-insured effective January 1, 2014. Adoption of an interlocal by all entities to participate in the Trust is required by the State. The City of Camas purchases our Regence, dental, vision, Employee Assistance Program (EAP) and supplemental life benefits through this group. The draft interlocal and resolution were generated by the legal counsel to the Trust.

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

AWC Self-Insured Information

Gorsuch, responding to Hogan's question, will email to each Council member how the plan will insure stop loss amounts. Staff plans to include the draft items on the October 21st Regular Agenda.

IX. CITY ADMINISTRATION

A. Item Title: Miscellaneous and Scheduling

Details: Updates on miscellaneous or scheduling items

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

Gorsuch said that due to the Springbrook upgrade, the Finance Department will be closed to the public on October 17th and 18th so no payments will be taken during these days. Notification will be made to the public in several ways.

Nick Swinhart, Fire Chief, asked Council for their direction about issuing fireworks special events permits. After discussion, it was the consensus of the Council members to have staff develop for their consideration, a multi-layered process with tighter parameters.

X. COUNCIL COMMENTS AND REPORTS

Dietzman attended a Sister City meeting.

Anderson attended the City's Fire Department Open House at Grass Valley Fire Station and received good public feedback about the event. He asked if anyone was attending the Association of Washington Cities (AWC) Regional Event on October 23rd.

Hazen attended the State of the Community Event and stated that he especially enjoyed Mike Nerland's, Superintendent, report on the school system's accomplishments. He attended the Parks Commission Meeting and is a member of the Parks Comprehensive Plan Committee. Hazen thanked the Finance Committee for their budget work and is looking forward to receiving the detailed budget information.

Hazen took the time to relay a circumstance where there was great Police interaction with a local family by Scot Boyles.

Smith attended the State of the Community Event and said that it was well done. She also attended an Regional Transportation Commission meeting which is viewable on CTV. She also said the staff of the Police Department are truly vested within the community.

Hogan and Mayor thanked Shannon Turk for her organizational skill in putting the State of the Community Event together. They were pleased with the event and look forward to future events.

XI. PUBLIC COMMENTS

Kris Kralik, 631 NW 18th Loop, Camas, gave kudos to Sargeant Norcross for his assistance to Kralik after he was involved in an accident. Kralik also commented that the video streaming for Camas meetings needed attention.

XII. ADJOURNMENT

The meeting adjourned at 6:04 p.m.

NOTE: *The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.*

Quick Preview of Agenda and Supporting Documents - Posted October 2, 2013

Oct. 7th Workshop Agenda with Supporting Documents 

Mayor

City Clerk

INTERLOCAL AGREEMENT
FOR
COMMUTE TRIP REDUCTION

- I. Effective Date: July 1, 2013.
- 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 1991, the Washington legislature enacted statutory provisions, codified as §70.94.521-.551 RCW to assist in solving transportation related air pollution, energy, and congestion problems by promoting alternatives to single occupancy vehicle miles traveled. This legislation is known as the Commute Trip Reduction Law ("CTR law").
- 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 *2013-2015 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 *2013-2015 Commute Trip Reduction Work Plan*.

VII. Agreement Period. The effective date of this Agreement shall be July 1, 2013. The termination date shall be June 30, 2015.

VIII. Coordination of Work: Each of the parties to this Agreement agree 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 *2013-2015 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 those 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: _____

Ted H. Gathe, City Attorney

By: _____

Eric Holmes, City Manager

Date

Attest:

By: _____

R. Lloyd Tyler, 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: *2013-2015 Commute Trip Reduction Work Plan*

COMMUTE TRIP REDUCTION WORK PLAN

For the Interlocal Agreement
covering the
2013-2015 Biennium
July 1, 2013 - June 30, 2015

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, 2013 – June 30, 2015, 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:

- A. Shall provide regular opportunities for an employer's ETC to network with other local Employee Transportation Coordinators ETCs;
- B. Shall supply informational materials (posters, clip art, forms, brochures, webpage) which will assist the employer in implementing a worksite CTR program on requirements of the CTR ordinance to help the employer achieve the CTR goals of the local ordinance;
- C. Shall participate in local implementation of the statewide CTR public awareness and recognition programs developed by WSDOT and others (Wheel Options, Drive Less Save More, Smart Commuter, Bike to Work Week, Rideshare Online);
- D. Shall pursue contact of potential new affected worksites in Clark County region;
- E. Shall provide (ETC) training classes, using the WSDOT provided ETC Handbook or other training materials reviewed and approved by WSDOT;
- F. Shall offer services that contribute to an increase in CTR program participants (Rideshare Online, Rideshare Only Parking Program signs and posts, Emergency Ride Home Program, Transportation Fairs, Vanpools);
- G. Shall be the Clark County Administrator for the regional carpool matching Web site, www.clarkcommute.icarpool.com.

- H. Shall work collaboratively with and provide technical guidance and support to affected employers in developing, implementing, and/or modifying an employer's CTR program;
- I. Shall supply state-supplied employee survey forms and training for employers to achieve a successful survey process;
- J. Shall supply forms for annual progress reports that are consistent with the Task Force requirements and help employers prepare their CTR annual program reports;
- K. Shall offer a grant program (funding contingent) for the addition and/or improvement of trip reduction-related site amenities at commute trip reduction affected employer sites.
- L. Shall analyze county-wide trip reduction goals to determine employer or geographic specific targeted support to decrease single occupant vehicle trips.
- M. Shall submit an annual 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 to be conducted for the coming year.
- N. Shall serve as a liaison between WSDOT, Clark County, City of Camas and City of Washougal for the purposes of RCW 70.94.521-.551.
- O. Coordinate with the Southwest Washington Regional Transportation Council (RTC), the region's Regional Transportation Planning Organization.
- P. Shall 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. These reports and invoices are to be submitted within forty-five (45) days of the end of each six month period.
- Q. Shall distribute funds to affected jurisdictions within the county implementing CTR plans and ordinances as required by RCW 70.94.544 and in accordance with the Interlocal Agreement.

All Parties to this Agreement (as appropriate)

- A. Shall 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. Shall maintain and administer a CTR ordinance and local CTR plans for affected employers in their respective jurisdictions.
- C. Shall 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. Shall 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. Shall 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 seven 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

- Support and encourage worksites to implement carpool parking programs.
- Pursuant to funding, implement an annual grant program based upon the idea of providing monetary incentives for CTR program improvements.
- Systematically contact all sites, particularly those not making goal and who are not making satisfactory efforts to do so. Cultivate new commitments from these sites to the goals of the program.
- Participate in the tri-state Rideshare Online discussions.
- Cultivate private/public partnerships for promotion of CTR to both affected worksites as well as the regional Smart Commuter program.

IV. Budget

There is \$204,011 available for the 2013-2015 biennium as is outlined in this workplan. The projected budget allocation is outlined below:

Project / Task	2013-2015 Budget
<i>Regional CTR Coordination</i>	
ETC Network Meetings	\$5,600
Emergency Ride Home	\$1,700
Program Materials (ex. Brochures, Campaign Rewards, Posters, Carpool Signs, ETC Training, etc.)	\$2,327
Program Administration/Implementation	\$193,000
City of Vancouver Computer/Phone Charge	\$1,384
<i>2013-2015 Biennium Total</i>	<i>\$204,011</i>



5-576B
release retamage
ORIGINAL

BLACKLINE, INC.

INVOICE

PMB 196
13023 NE Hwy. 99, Ste.7
Vancouver, WA 98686
Office: 360-225-1080
Fax: 360 553-4114
blacklineslurry.com

INVOICE #05/28/13

DATE: 07-24-13

112-76-595-300-65

BILL TO:

Denis Ryan
City of Camas
1620 SE Eighth Avenue
Camas, WA 98607
(360) 817-7983

Retainage

RFC
ENTERED
10/30/13

OK [Signature]

10/10/13

Contact Person	Project No.	Terms
Denis Ryan dryan@cityofcamas.us	City of Camas 2013 2013 Type II Slurry Seal City Project Number: S-576B	Payment Due on Receipt

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL
1	Mobilization	L.S.	1	\$ 3,000.00	\$ 3,000.00
2	Flaggers And Spotters	L.S.	1	\$ 3,000.00	\$ 3,000.00
3	Project Temporary Traffic Control	L.S.	1	\$10,000.00	\$ 10,000.00
4	Type II Slurry	S.Y.	113,799	\$ 1.09	\$124,040.91
5	Portable Changeable Message Sign	EA.	2	\$ 700.00	\$ 1,400.00
		TOTAL			\$141,440.91

Please make all checks payable to **BLACKLINE, INC.** \$ 702.05 = Loss 5% retm

THANK YOU FOR YOUR BUSINESS!

\$ 134,368.86 = Balance DUE

(C)

SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement modifies the Professional Service Agreement between the City of Camas and J.D. Walsh & Associates signed November 5, 2012, for a PROJECT known as Lacamas Lake Lodge.

The following modifications are made to the AGREEMENT and all other terms and conditions remain unchanged:

The Scope of Work and Total Contract Amount are modified to include the work as follows: (see scope of work attachment A)

JD Walsh & Associates	\$ 5,371.00
Wallis Engineering	5,360.00
Service Fee	<u>536.00</u>
Total Additional Fee	\$11,276.00
Existing Contract Amount	<u>84,572.00</u>
New Contract Amount	\$95,848.00

IN WITNESS WHEREOF this Supplemental Agreement is made and executed this 18th day of July, 2013.

For: J.D. Walsh and Associates

For: City of Camas

By: 

By: _____

Jim Walsh - President
J.D. Walsh and Associates
215 W. 4th Street, Suite 203
Vancouver, Washington 98660



Firm	JD Walsh and Associates			Wallis Engineering		Reimbursable Expenses	Total
Work Tasks	Principal	Associate	Staff	Civil Engineer	Civil Tech		
<i>Hourly Rate</i>	\$ 115	\$ 85	\$ 75	\$ 124	\$ 80		
I. Construction Administration Support Services							
A. Provide normal construction support administration services							
• Review bids with owner	1			1			
• Pre-construction meeting		4		4			
• Review & coordinate RFI	1	8		8			
• Review & coordinate submittals	1	8		8			
• Review & process change orders (site related)	1	8					
• Review construction progress / meetings (site related)	1	10					
• Substantial completion review / punch-list	1	6		12			
• Final completion walk-through	1	4		4			
<i>Hours Subtotal</i>	7	48	0	37	0	\$ 11.00	
<i>Cost Subtotal</i>	\$ 805.00	\$ 4,080.00	\$ -	\$ 4,588.00	\$ -	\$ 11.00	\$ 9,484.00
II. As-Built Drawings							
A. Based on required contractor submittals							
• Review and approve as-built drawings		4		2	4		
• Submit for City review		1		1	1		
<i>Hours Subtotal</i>	0	5	0	3	5	\$ 50.00	
<i>Cost Subtotal</i>	\$ -	\$ 425.00	\$ -	\$ 372.00	\$ 400.00	\$ 50.00	\$ 1,247.00

Sub-total	\$10,731.00
Service Fee	\$536.00
Total	\$11,267.00



City of Camas
Contract Change Order

Order No. 2 Date October 7, 2013
Contract for P-862 Lacamas Lake Lodge
To JWC LLC
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
A. Parking Lot Construction – Field Adjustments (LS).		\$4,171.52
B. Revised Footing to Bridge Existing Septic Tank (LS)		\$ 792.34
C. Utility Installations – Field Adjustments. (LS)		\$1,740.53
D. Switch to GP Products for Bathroom Accessories (LS)		\$ 984.70
E. Design and Cost Revision Due to Change of Heavy Timber Supplier. (LS)		\$6,491.97
	Totals:	\$14,181.06
	Sales Tax:	1,191.21
	Net Change in Contract Price:	\$15,372.27

NOTES:

- A. Desc: The contractor was required to perform work in excess of the original contract requirements. (Ref. COP 6R1, COP 12, COP 17) Approved by Jerry Acheson.
- B. Desc: Redesigned footing required to bridge existing decommissioned septic tank. (Ref COP 13) Approved by Jerry Acheson
- C. Desc: The contractor was required to perform work in excess of the original contract requirements. (Ref COP 14 and COP 15) Approved by Jerry Acheson.
- D. Desc: City staff specified GP products manufactured locally. (Ref COP 16) Approved by Jerry Acheson.
- E. Desc: Recycled wood proved unsuitable for structural timber necessitating minor design revisions and alternate sourcing. (Ref COP 18R1 and COP 20) Approved by Jerry Acheson.

Continued.

The amount of the contract will be (~~decreased~~) (increased) by the sum of: Fifteen thousand three hundred seventy two and 27/100 dollars (\$15,372.27).

The contract total (including tax) including this and previous change orders will be: One million eight hundred forty three thousand nine hundred eighty three and 44/100 dollars (\$ 1,843,983.19).

The contract period provided for completion will be (~~increased~~) (~~decreased~~) (unchanged): 210 days.

This document will become a supplement to the contract and all provisions will apply hereto.




Requested	_____	Engineering Manager	_____	Date
Recommended	_____	<i>James Hodges</i> Project Manager	_____	<i>9/30/2013</i> Date
Accepted	_____	Contractor	_____	Date
Approved	_____	Mayor	_____	Date

CITY OF CAMAS PROJECT NO. SS-579A DESCRIPTION: 2013 NW Leadbetter & GVP Wetland Maintenance			PAY ESTIMATE: THREE PAY PERIOD: October 21, 2013 WORK PERIOD: August, 2013 (Work Period - 3rd Maintenance Period) Original Contract Total: \$11,207.79 (Does Not Include Sales Tax)			SOUND NATIVE PLANTS, INC PO BOX 7505 OLYMPIA, WA 98507-7505 360.352.4122					
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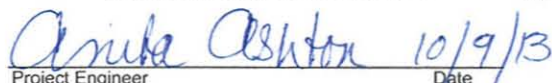
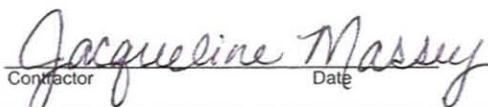

ITEM NO.	DESCRIPTION	UNIT	ORIGINAL QUANTITY	UNIT PRICE	CONTRACT TOTAL	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Schedule A - NW Leadbetter Drive											
1	Mobilization	LS	1.00	\$773.10	\$773.10	0.50	\$386.55	0.25	\$193.28	0.75	\$579.83
2	Maintenance Period - April	LS	1.00	\$2,102.65	\$2,102.65	1.00	\$2,102.65	0.00	\$0.00	1.00	\$2,102.65
3	Maintenance Period - June	LS	1.00	\$1,105.28	\$1,105.28	1.00	\$1,105.28	0.00	\$0.00	1.00	\$1,105.28
4	Maintenance Period - August	LS	1.00	\$900.04	\$900.04	0.00	\$0.00	1.00	\$900.04	1.00	\$900.04
5	Maintenance Period - October	LS	1.00	\$1,099.03	\$1,099.03	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subtotal					\$5,980.10		\$3,594.48		\$1,093.32		\$4,687.80
Schedule B - Grass Valley Park (GVP)											
1	Mobilization	LS	1.00	\$773.10	\$773.10	0.50	\$386.55	0.25	\$193.28	0.75	\$579.83
2	Maintenance Period - April	LS	1.00	\$1,547.51	\$1,547.51	1.00	\$1,547.51	0.00	\$0.00	1.00	\$1,547.51
3	Maintenance Period - June	LS	1.00	\$1,348.52	\$1,348.52	1.00	\$1,348.52	0.00	\$0.00	1.00	\$1,348.52
4	Maintenance Period - August	LS	1.00	\$616.47	\$616.47	0.00	\$0.00	1.00	\$616.47	1.00	\$616.47
5	Maintenance Period - October	LS	1.00	\$942.09	\$942.09	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
Subtotal					\$5,227.69		\$3,282.58		\$809.75		\$4,092.33
Change Orders											
1							\$0.00		\$0.00		\$0.00

	ORIGINAL CONTRACT TOTAL	TOTAL PREVIOUS	TOTAL THIS EST.	TOTAL TO DATE
ORIGINAL CONTRACT TOTAL	\$11,207.79	\$6,877.06	\$1,903.06	\$8,780.12
CHANGE ORDERS TO DATE	----	\$0.00	\$0.00	\$0.00
SUBTOTAL	\$11,207.79	\$6,877.06	\$1,903.06	\$8,780.12
SALES TAX (8.4%)	\$941.45	\$577.67	\$159.86	\$737.53
TOTAL CONTRACT	\$12,149.24	\$7,454.73	\$2,062.92	\$9,517.65
WITHHOLDING 50% IN LIEU OF RETAINAGE	(\$5,603.90)	(\$3,438.53)	(\$951.53)	(\$4,390.06)
TOTAL LESS 50% WITHHOLDING	\$6,545.35	\$4,016.20	\$1,111.39	\$5,127.59

Account Number: 419-00-553-500-48 \$1,111.39

 10/15/13
  10/14/13
  10/15/2013

Project Engineer Date Contractor Date Project Manager Date

CITY OF CAMAS PROJECT NO. SS-578 DESCRIPTION: 2013 NW Lake Road Invasive Species Removal			PAY ESTIMATE: FOUR-FINAL PAY PERIOD: October 21, 2013 WORK PERIOD: October, 2013 (Work Period-Bid Item #5 - 4th Maintenance) Original Contract Total: \$9,600.00 (Does Not Include Sales Tax)			Green Tree Landscaping, Inc. 1157 3rd Avenue, Suite 220 Longview, WA 98632 360.880.8733					
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	1.00	\$1,000.00	\$1,000.00	0.75	\$750.00	0.25	\$250.00	1.00	\$1,000.00
2	Invasive Species Removal (April)	LS	1.00	\$5,000.00	\$5,000.00	1.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
3	Invasive Species Removal (June)	LS	1.00	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00
4	Invasive Species Removal (August)	LS	1.00	\$1,200.00	\$1,200.00	1.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00
5	Invasive Species Removal (October)	LS	1.00	\$1,200.00	\$1,200.00	0.00	\$0.00	1.00	\$1,200.00	1.00	\$1,200.00
Subtotal					\$9,600.00		\$8,150.00		\$1,450.00		\$9,600.00
Change Orders											
1							\$0.00		\$0.00		\$0.00
					ORIGINAL CONTRACT TOTAL		TOTAL PREVIOUS		TOTAL THIS EST.		TOTAL TO DATE
					ORIGINAL CONTRACT TOTAL		\$9,600.00		\$8,150.00		\$1,450.00
					CHANGE ORDERS TO DATE		-----		\$0.00		\$0.00
					SUBTOTAL		\$9,600.00		\$8,150.00		\$1,450.00
					SALES TAX (8.4%)		\$806.40		\$684.60		\$121.80
					TOTAL CONTRACT		\$10,406.40		\$8,834.60		\$1,571.80
					RETAINAGE WITHHOLDING 5%		(\$480.00)		(\$407.50)		(\$72.50)
					TOTAL LESS RETAINAGE		\$9,926.40		\$8,427.10		\$1,499.30
Account Number: 419-00-553-500-48 \$1,499.30 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="text-align: center;">  Project Engineer Date </div> <div style="text-align: center;">  Contractor Date </div> <div style="text-align: center;">  Project Manager Date </div> </div>											



700 washington street, suite 401 • vancouver, washington 98660
wa (360) 737-9613 • or (503) 221-1832 • fax (360) 737-9651
www.otak.com

September 17, 2013

Jim Hodges
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Re: *Scope of Services and Fee Proposal*
Camas Entry Monument — Otak Project No. 17045

Dear Jim:

Thank you for the opportunity to present this proposal. The following describes our scope of services for design of the proposed entry monument to be constructed on the south side of NW 38th Avenue, approximately 1,000 feet east of SE 192nd Avenue in Camas, Washington.

Introduction

We understand the scope of services is to include meeting with City staff to identify aesthetic preferences for the entry monument sign. Development of the design will include studies of the shape, style, finish materials, and illumination of the sign monument. Once the concept for the sign monument is approved, Otak will perform a topographic survey of the site and will develop construction drawings and specifications for sign monument features. Final design will include review by a civil engineer for footing and structural reinforcing elements. We assume all aspects of sign construction will be located within the street right-of-way.

Project Team

- | | |
|------------------------------|---------------------------|
| • City Project Manager | Jim Hodges |
| • Consultant Project Manager | Otak, Inc.; David Haynes |
| • Landscape Architecture | Otak, Inc.; David Haynes |
| • Civil Engineering | Otak, Inc.; Cory Kratovil |
| • Topographic Survey | Otak, Inc.; Jack Carlson |
| • Lighting Design | Otak, Inc.; subconsultant |

Estimated Timeline

The timeline assumes consultant work will be complete by December 2013. The fees associated with this scope are based on the following dates. It is assumed that submittal review turnaround is two weeks. Please note these dates are not intended as schedule deadlines, but are for the purpose of estimating fees:

Estimated notice to proceed	October
Conceptual Design	October/November
Submit 50% design	November
Submit 90% design/Permit application	December
Permit Review by City	December
Submit 100% design/Bid Package	January

General

- Drawings will be prepared in 22"x34" format.
- Drawings will be prepared in AutoCAD R2010.
- Reports will be prepared in MS Word and spreadsheets in MS Excel.

Task 1 – Topographic Survey

- Establish control and base mapping information from title reports (provided by the City) and research existing plat information for right-of-way and adjacent parcels. A boundary survey will not be performed.
- Perform site topographic survey field work (approximately 0.25 acres) to establish horizontal and vertical control and identify existing monumentation on City-approved datum.
- Prepare a base map showing one-foot contours and existing above grade features within project limits.

Deliverables:

- Base map showing one-foot contours and existing above grade features within project limits, tied to City-approved datum.

Task 2 - Conceptual Design

- Attend up to three (3) meetings with City staff during development of design options.
- Based on input from the City, prepare up to three (3) colored sign concept options for consideration. Options will include front and side elevations.
- Prepare a construction cost estimate for each of three concepts for comparison.
- Work with City staff to identify preferred option.

Deliverables:

- Three (3) alternative design concepts, at a scale suitable for discussion with City staff.
- Opinion of Probable Costs.

Task 3 - Electrical Construction Plans, Specifications, and Estimate (PS&E)

- Prepare electrical drawings including connection to existing power, location of light fixtures, circuit plan, light fixture specification, and related details and notes.
- Prepare special provisions in WSDOT format for inclusion in City contract documents.
- Prepare cost estimate.

Deliverables:

- Plan, special provisions, and cost estimate at 50% for City review and 90% for permit application.
- Bid construction documents stamped and signed by the electrical engineer per State of Washington requirements.
- Paper and electronic copies of documents for application submittals and bid package.

Task 4 – Entry Monument Construction Plans, Specifications, and Estimate (PS&E)

- Based on preferred sign monument option identified in Task 2, prepare sign monument layout, grading and drainage, and construction details.
- Civil engineer to prepare concrete footing and structure reinforcing details.
- Prepare special provisions in WSDOT format for inclusion in City contract documents.

- Prepare cost estimate for sign monument and related site work.

Deliverables:

- Plans, special provisions, and cost estimate at 50% level for design review.
- Plans, special provisions, and cost estimate at 90% level for building permit application.
- Bid construction documents stamped and signed by the landscape architect and civil engineer per State of Washington requirements.
- Paper and electronic copies of documents for application submittals and bid package.

Summary of Fees

Task 1 – Topographic Survey	\$ 1,800.00
Task 2 – Conceptual Design	\$ 3,570.00
Task 3 – Electrical PS&E	\$ 3,250.00
Task 4 – Entry Monument PS&F	\$ 2,720.00
<u>Direct Expenses</u>	<u>\$ 300.00</u>
Total Design Fees	\$11,640.00

Additional Services Otak can Provide

- Planting and irrigation plans
- Bid assistance
- Construction Staking
- Construction Observation

Assumptions

- Base drawing in AutoCAD format will be provided by the City.
- No environmental, geotechnical, or cultural studies are required.
- City turnaround for draft submittal review is two weeks.
- Power connection can be made to existing street light circuit.

Otak proposes to perform the above scope of services for a lump sum amount of \$11,640.00. All in-house reimbursable expenses are included in the lump sum amount. Outsourced direct costs that are not included above are in addition to the lump sum amount and, when approved by the City, will be invoiced at cost plus 10 percent.

We look forward to working with you on this project. If you have any questions regarding our proposal, please don't hesitate to call.

Sincerely,



Otak, Inc.
David Haynes, PLA
Project Manager



616 Northeast Fourth Avenue
P.O. Box 1055
Camas, Washington 98607

SW 6TH AVENUE RIGHT-OF-WAY VACATION

FILE NO. VAC 13-01

STAFF REPORT DATE: OCTOBER 15, 2013

PROPOSAL: Vacation of the south 50 feet of SW 6th Avenue ½ mile to ¾ mile west of SW Zillah Street.

TO: Scott Higgins, Mayor and City Council

FROM: STAFF

HEARING DATE: October 21, 2013

LOCATION: A 2.1 acre tract of land located in the Southwest Quarter of Section 9, and the Southeast Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, said tract being a portion of old primary State Route 8, Clark County, Washington.

ADJACENT

OWNER: Burlington Northern Santa Fe (BNSF)

DATES: Vacation Request Submitted by Owner: 08/15/13
Administration, Finance, Fire, Operations, & Police Notified: 08/19/13
Resolution passed to set Public Hearing Date: 09/16/13
Notice of Hearing Published (Post Record): 10/1/13
Notice of Hearing Posted at City Hall, Public Library, and Post Office: 09/27/13
Notice of Hearing Posted at & near Site: 09/26/13
Notice of Hearing sent to Adjacent Property Owners: 09/30/13
Notice of Hearing Posted on City Website: 10/1/13

FINDINGS: Burlington Northern Santa Fe (BNSF) is designing a siding track in west Camas. Part of the construction of this design will include building a retaining wall and re-grading the slope within the southernmost portion of existing right-of-way of the Old Evergreen Highway. The SW 6th Avenue paved roadway is located within the far northern portion of this right-of-way.

Due to the extreme width of this right-of-way and the extent of the work to be performed by BNSF, staff recommended that BNSF file a vacation request. This

vacation request is for a portion of right-of-way approximately 50 feet wide and located approximately ½ mile to ¾ mile west of SW Zillah Street. There are no existing improvements within this portion of the right-of-way.

The width of the remaining right-of-way for SW 6th would be a minimum of 80 feet. SW 6th Avenue is classified as a collector roadway in the Camas Comprehensive Plan. The required right-of-way for a two-lane collector is 60 feet. The required right-of-way for a three-lane collector is 74 feet, although there are no plans to widen SW 6th Avenue to three lanes.

Camas staff members have been notified and asked for feedback. No comments from staff in opposition to this vacation have been received.

Staff has asked BNSF to provide language in the legal description to include an easement for potential future Camas utilities. Additionally, language has been added to include the reservation of an existing 5' wide easement granted by Martha Ackerman to the "Public Utility District #1 of Clark County" on May 4, 1955, Auditor's File number G169098, Clark County records.

BNSF has had this portion of right-of-way appraised by Colliers Valuation. The appraised value for these 2.1 acres is \$70,000. Per RCW 35.79.030, the City may charge up to the full appraised value of the area vacated since this right-of-way has been dedicated for public use for over 25 years.

As of October 15th, no public comments have been received for the record.

CONCLUSION: Staff suggests that this southern 50 feet of right-of-way proposed for vacation is in excess of what is and what will be necessary in the future for public use.

RECOMMENDATION: Staff recommends the vacation of this portion of right-of-way. If Council concurs, Council should set a cost for the purchase of this right-of-way. Staff suggests charging the full appraised value of \$70,000. Staff recommends a vote by Council to have the City Attorney prepare an ordinance to vacate the property and to stipulate in the motion the determined amount to be charged for the property.

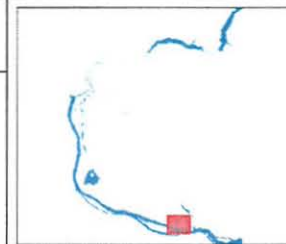
SW 6th Avenue Vacation Request



0 2900 5800 8700 ft.

Map center: 1141944, 97501

This map was generated by Clark County's "Maps Online" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



Legend

Roads

- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route
- Waterbodies
- Rural Centers
- City Boundaries
- Urban Growth Boundaries
- County Boundary



Scale: 1:29,718



Approximate Area - area
to be better defined by
survey

(continued)



- [illegible]

[illegible]

- FOUND MONUMENT AS DESCRIBED
- THIS CONSTITUTES AS RECORDED

- | | | | |
|------|---|--------------------------|------------------------|
| 75 | - | STIMULI 0006 | |
| 76 | - | GOSBROOK FLEETING 0001 | |
| [81] | - | MURDO RICHMOND/HYLAND | P.O.S. 49X 58 NO 44 |
| [82] | - | PERCIBO BURNING/REYNOLDS | P.O.S. BR- 52 50 52 55 |

CURVE	DILTA	LARGOTI	NATIUS	CE HEARING	CE LARGOTI
0-37	96.48	57.44	57.44	47.1	0.45
0-57	19.60	56.69	47.1	38.6	7.008

[illegible]

SurvTech
SOLUTIONS TO
CONCRETE, MASONRY, ROOFING

10200 E Girard Ave
Bldg B Suite 330
Denver, CO 80231
Tel: (720) 259-9323

PROPERTY DESCRIPTION

A 2.108 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 09, AND THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 01 NORTH, RANGE 03 EAST, OF W.M., SAID TRACT BEING A PORTION OF OLD PRIMARY STATE ROUTE 8, COUNTY OF CLARK, STATE OF WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHERLY MOST CORNER OF TAX LOT 2, 18, A FOUND #4 REBAR WITH CAP (PLS 17686), PER R.O.S. BK. 58 PG. 44, WHENCE THE EASTERLY MOST CORNER OF SAID LOT, A FOUND #4 REBAR WITH CAP (PLS 17686), BEARS S 70° 35' 00" E (BASIS OF BEARING), A DISTANCE OF 342.70 FEET;

THENCE N 60° 55' 59" W, A DISTANCE OF 569.63 FEET, TO A POINT ON THE NORTHERLY BNSF RIGHT OF WAY LINE, WHENCE A FOUND 1 INCH PIPE SHOWN AS THE NORTHERLY CORNER COMMON TO TRACTS 127158 AND 127155, PER R.O.S. BK. 26 PG. 152, BEARS S 87° 17' 48" W, A DISTANCE OF 266.07 FEET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE N 19° 25' 00" E, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET;

THENCE S 70° 35' 00" E, PARALLEL TO AND OFFSET 50 FEET NORTHERLY OF SAID RIGHT OF WAY LINE, A DISTANCE OF 952.01 FEET;

THENCE S 30° 13' 20" E, A DISTANCE OF 42.19 FEET;

THENCE S 70° 35' 00" E, A DISTANCE OF 114.20 FEET;

THENCE N 71° 11' 02" E, A DISTANCE OF 44.15 FEET;

THENCE S 70° 35' 00" E, NON-TANGENT TO THE FOLLOWING DESCRIBED CURVE AND PARALLEL TO AND OFFSET 50 FEET NORTHERLY OF SAID RIGHT OF WAY LINE, A DISTANCE OF 582.62 FEET;

THENCE 192.66 FEET, CONTINUING ALONG SAID 50 FOOT OFFSET LINE, AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 5629.60 FEET, A CENTRAL ANGLE OF 01° 57' 39", AND A CHORD WHICH BEARS S 71° 28' 40" E, A DISTANCE OF 192.66 FEET;

THENCE S 00° 00' 27" W, A DISTANCE OF 52.41 FEET, TO SAID NORTHERLY RIGHT OF WAY LINE, AND THE PC OF A NON-TANGENT CURVE;

THENCE 210.09 FEET, ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 5679.60 FEET, A CENTRAL ANGLE OF 02° 07' 10", AND A CHORD WHICH BEARS N 71° 33' 28" W, A DISTANCE OF 210.08 FEET;

THENCE N 70° 35' 00" W, CONTINUING ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1715.64 FEET, TO THE POINT OF BEGINNING;

CONTAINING 2.108 ACRES (91,818 SQ. FEET), MORE OR LESS.

RESERVING THE RECORDED EASEMENT FOR RIGHT-OF-WAY GRANTED BY MARTHA ACKERMAN TO "PUBLIC UTILITY DISTRICT NO. 1 OF CLARK COUNTY" UNDER AUDITORS FILE NUMBER G169898, CLARK COUNTY RECORDS ON JUNE 5, 1957.

FURTHER RESERVING A 30' WIDE EASEMENT TO THE CITY OF CAMAS FOR CONSTRUCTION, INSPECTION, REPAIR AND MAINTENANCE OF UTILITIES (TO BE FURTHER DESCRIBED IN THE FINAL LEGAL DESCRIPTION FOR THE VACATION ORDINANCE.)

DRAFT

RESOLUTION NO. 1279

A RESOLUTION adopting the Association of Washington Cities Employee Benefit Trust Interlocal Agreement creating a joint self-insured health and welfare benefit program.

WHEREAS, the Association of Washington Cities Employee Benefit Trust (the "Trust") is an entity to which contributions by cities and towns and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," and "Participating Non-City Entities") and their employees can be paid and through which the Board of Trustees of the Trust ("Trustees") provides one or more insured health and welfare benefit plans or programs to Participating Cities and Towns' and Non-City Entities' employees, their dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code, providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and Participating Cities and Towns and Non-City Entities have determined that it is in the best interest of Participating Cities and Towns and Non-City Entities to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which other insured health and welfare benefit program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, the Association of Washington Cities Employee Benefit Trust Interlocal Agreement (the "Interlocal Agreement") attached hereto creates a joint self-insured health and welfare benefit program (the "Health Care Program") to be administered by the Trustees for the purposes of providing self-insured health benefits to Beneficiaries; and

WHEREAS, WAC 200-110-030 requires every local government entity participating in a joint self-insurance health and welfare benefit program to adopt such program by resolution; and

WHEREAS, Chapter 48.62 requires Health Care Program assets to be managed consistent with existing authority over use of municipal funds in RCW 35.39.030. The Trust will manage Health Care Program reserves in compliance with Chapter 48.62 RCW; RCW 35.39.030, and the Health Care Program Investment Policy; and

WHEREAS, all premium contributions for use in the Health Care Program are deposited into a designated account within the Trust, the Health Care Program Account (the "HCP Account"), and the HCP Account represents a pool of funds that is independent of all other Trust or AWC funds; and

WHEREAS, the Trust intends to manage the HCP Account assets in compliance with federal and state laws and the Interlocal Agreement; and

WHEREAS, the City of Camas believes it is in the best interest of the Health Care Program to allow the Trust to manage the HCP Account;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

The Interlocal Agreement creating the Health Care Program is hereby adopted and the Mayor is hereby authorized to execute the same on the behalf of the City of Camas.

II

By adopting such Agreement, the City of Camas acknowledges that it shall be subject to assessments as required by the Health Care Program.

III

ADOPTED by the Council of the City of Camas at a regular meeting this ____ day of October, 2013.

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney

**ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST
HEALTH CARE PROGRAM
INTERLOCAL AGREEMENT**

This Agreement is made and entered into in the State of Washington by and among the Association of Washington Cities Employee Benefit Trust (the "Trust") and cities and towns, and non-city entities organized and existing under the Constitution or laws of the State of Washington and who are members of the Trust ("Participating Cities and Towns," or "Participating Non-City Entities"), all of whom are signatories to this Agreement.

RECITALS

WHEREAS, the Trust is an entity to which contributions by Participating Cities and Towns and Non-City Entities (defined below) and Participating Employees (defined below) are paid and through which the Board of Trustees provides one or more insured health and welfare benefit plans or programs to Participating Employees, their covered dependents and other beneficiaries ("Beneficiaries"), on whose behalf the contributions were paid; and

WHEREAS, the Trust qualifies as a voluntary employee beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code ("VEBA"), providing for the payment of life, sick, accident or other benefits to Beneficiaries; and

WHEREAS, the Trust and the Participating Cities and Towns have determined that it is in the best interest of Participating Cities and Towns to jointly self-insure certain health benefit plans and programs for Beneficiaries through a designated account within the Trust, while at the same time having the Trust continue as the entity to which health and welfare benefit plan or program contributions are paid and through which insured health and welfare benefit plans and programs are provided to Beneficiaries; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement (defined below) to do so; and

WHEREAS, Chapter 48.62 RCW provides that two or more local government entities may, by Interlocal agreement under Chapter 39.34 RCW, jointly self-insure health benefit plans and programs, and/or jointly hire risk management services for such plans or programs by any one or more of certain specified methods; and

WHEREAS, each local government entity that is a signatory hereto, as required by WAC 200-110-030, acts upon the authority of a resolution adopting this Agreement and the Health Care Program (defined below) created herein;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

The following are definitions of terms used in the Agreement. Unless indicated otherwise, other terms are defined where they are first used. Defined terms are capitalized when used in the defined context.

- 1.1 **Agreement** means this Interlocal Agreement entered into under the authority of Chapter 39.34 RCW and as required by RCW 48.62.031(2) between the Trust and Participating Employers.
- 1.2 **Association of Washington Cities** or **AWC** means the Association of Washington Cities, a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities.
- 1.3 **Association of Washington Cities Employee Benefit Trust** or the **Trust** means the trust and all property and money held by such entity, including all contract rights and records, established for the sole purpose of providing life, sick accident or other health and welfare benefits to Participating Employees, their covered dependents and other beneficiaries, and which is approved by the Internal Revenue Service as a VEBA.
- 1.4 **Employee Benefits Advisory Committee** or **EBAC** means the committee defined in Article V of the Trust Agreement that may be delegated responsibility by the Board of Trustees, including but not limited to: overseeing the operations of the Health Care Program, analyzing and developing annual premium levels and benefit coverage changes for recommendation to the Board of Trustees and performing other duties necessary to ensure that the needs of Participating Employers are met and the long-term financial health of the Health Care Program is maintained.
- 1.5 **Health Care Program** means the joint self-insurance program offering self-insured health benefit options through the HCP Account.
- 1.6 **HCP Account** means a designated account within the Trust and created by this Agreement, the Trust Agreement and Trust Health Care Program policies all under the authority of Chapter 48.62 RCW to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries and further described in Article 6.
- 1.7 **Non-City Entity** means any public agency, public corporation, intergovernmental agency or political subdivision, within the state of Washington that meets the requirements of Article IX, Section 1(c)(ii) and (iii) of the Trust Agreement for participation in the Health Care Program.
- 1.8 **Participating City** means any city or town within the state of Washington that meets the requirements of Article IX, Section 1(a) or Section 1(b) of the Trust Agreement.

- 1.9 **Participating Employee** means any individual employed by a Participating Employer and for whom the Participating Employer makes contributions to the Trust, and any individual who may have been so employed but is subsequently laid off, terminated, or retired.
- 1.10 **Participating Employer** means a Participating City or Non-City Entity that is also a party to this Agreement.
- 1.11 **Resolution** means the resolution adopted by each Participating City or Non-City Entity that authorizes the Health Care Program.
- 1.12 **State Risk Manager** or **Risk Manager** means the risk manager of the Risk Management Division within the Department of Enterprise Services.
- 1.13 **Stop Loss Insurance** or **Reinsurance** means a promise by an insurance company that it will cover losses of the Health Care Program over and above an agreed-upon individual or aggregated amount, which definition shall be modified by any changes to the definition of stop loss insurance in WAC 200-110-020.
- 1.14 **Third-Party Administrator** means the independent association, agency, entity or enterprise which, through a contractual agreement, provides one or more of the following ongoing services to the Health Care Program: pool management or administration services, claims administration services, risk management services, or services for the design, implementation, or termination of an individual or joint self-insurance program.
- 1.15 **Trust Agreement** means the Trust Agreement Governing the Trust amended and restated July 1, 2013, and any subsequent amendments thereto.
- 1.16 **Trustees** or **Board of Trustees** means the following individuals and their successors, who together, govern the Trust and the Health Care Program:
- 1.16.1 the AWC President and the AWC Vice President;
 - 1.16.2 the EBAC Chair and the EBAC Vice Chair; and
 - 1.16.3 an individual elected pursuant to the procedures in Article III, Section 5 of the Trust Agreement to serve as the trustee from one of the following regions:
 - (a) North East Region (known as the “North East Region Trustee”);
 - (b) North West Region (known as the “North West Region Trustee”);
 - (c) South East Region (known as the “South East Region Trustee”); and
 - (d) South West Region (known as the “South West Region Trustee”).

Individuals from Non-City Entities are not eligible to serve as Trustees.

ARTICLE 2

PURPOSE

This Agreement is entered into for the purpose of authorizing the Health Care Program created by the Trust to provide self-insured health benefits to Participating Employees, their covered dependents and other beneficiaries. The Health Care Program shall comply with the statutory provisions found in Chapters 48.62 and 39.34 RCW and the regulatory requirements contained in WAC 200-110 applicable to joint self-insurance programs.

ARTICLE 3

PARTIES

Each party to this Agreement certifies that it intends to participate in the Health Care Program. Participating Employers are signatories of this Agreement to become effective on a date to be mutually determined (the "Effective Date") and with such other Participating Cities and Non-City Entities as may later be added to and become signatories to this Agreement.

ARTICLE 4

DURATION OF AGREEMENT

- 4.1 This Agreement shall become effective on the Effective Date.
- 4.2 This Agreement shall have perpetual duration unless terminated as hereinafter provided.

ARTICLE 5

MEMBERSHIP COMPOSITION

The Health Care Program shall be open to Participating Cities and Non-City Entities. Participation in the Health Care Program is voluntary and not a requirement of AWC membership. The Board of Trustees shall provide for the reasonable admission of new Participating Cities and Non-City Entities.

ARTICLE 6

HCP ACCOUNT

- 6.1 All premium contributions by Participating Employers, Non-City Entities and Participating Employees for use in the Health Care Program are deposited into the HCP Account.
- 6.2 The HCP Account represents a pool of funds that is independent of all other Trust or AWC funds and independent of all other Participating Employer and Non-City Entity funds. The funds deposited into the HCP Account are held, managed and expended only for the Health Care Program and reasonable expenses, consistent with applicable state

and federal statutes and rules governing joint self-insurance programs and self-insurance programs generally.

- 6.3 The HCP Account is subject to audit by the State Auditor's Office.

ARTICLE 7

TRUSTEE POWERS RELATED TO HEALTH CARE PROGRAM

The Board of Trustees is provided with the powers and functions established under RCW 48.62.031 to accomplish the following:

- 7.1 Promote the economical and efficient means by which health benefits coverage is made available to Participating Employers and Non-City Entities and provided to Participating Employees, their covered dependents and other beneficiaries;
- 7.2 Protect the financial integrity of the Health Care Program through purchase of Stop Loss Insurance or Reinsurance in such form and amount as needed;
- 7.3 Contract for or otherwise provide risk management and loss control services;
- 7.4 Contract for or otherwise provide legal counsel for the defense of claims and other legal services;
- 7.5 Consult with the state insurance commissioner and the State Risk Manager;
- 7.6 Obligate the Participating Employers and Non-City Entities to pledge revenues or contribute money to secure the obligations or pay the expenses of the Health Care Program, including the establishment of a reserve or fund for coverage; and
- 7.7 Exercise all other powers and perform all other functions reasonably necessary to carry out the purposes of the Health Care Program, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 8

ORGANIZATION OF HEALTH CARE PROGRAM

- 8.1 The operations of the Health Care Program are managed by the Board of Trustees or its delegates. The Trustees or any delegates review and analyze Health Care Program-related matters and make operational decisions regarding premium contributions, reserves, plan options and benefits in compliance with Chapter 48.62 RCW.
- 8.2 The Board of Trustees has decision authority consistent with the Trust Agreement, Health Care Program policies, Chapter 48.62 RCW and Chapter 200-110 WAC.

ARTICLE 9

RESPONSIBILITIES OF THE TRUSTEES

- 9.1 The Board of Trustees shall discharge its responsibilities under this Agreement as follows:
 - 9.1.1 Provide for the efficient management and operation of the Health Care Program;
 - 9.1.2 Provide for health benefit coverage options for Participating Employees, their covered dependents and other beneficiaries;
 - 9.1.3 Determine the level of Stop Loss Insurance or Reinsurance coverage for claims expenses above the amounts deemed appropriate for self-insurance;
 - 9.1.4 Ensure that the Health Care Program meets required state and federal statutes and rules;
 - 9.1.5 Contract with vendors required to meet the responsibilities established by the Trust Agreement, Health Care Program policies, and applicable state and federal statutes and rules;
 - 9.1.6 Maintain the balance between meeting the Health Care Program needs of Participating Employers and the long-term financial integrity of the Health Care Program;
 - 9.1.7 Prepare an annual financial report on the operations of the Health Care Program; and
 - 9.1.8 Provide for other services deemed appropriate by the Board of Trustees to meet the purposes of this Agreement.
- 9.2 The Board of Trustees may delegate the responsibilities described in this Article 9 to the EBAC or other delegates at its complete discretion.

ARTICLE 10

RESPONSIBILITIES OF THE PARTICIPATING EMPLOYERS

In order to participate in the Health Care Program, Participating Employers shall:

- 10.1 Be a Participating City or Non-City Entity in good standing and comply with the requirements of admission or qualification as established by the Board of Trustees;
- 10.2 Adopt this Agreement by Resolution, agreeing to its terms and provisions;
- 10.3 Submit the Resolution and Agreement to the Trust;

- 10.4 Read the terms, conditions and representations set forth in the application agreement related to participation in the Health Care Program;
- 10.5 Designate an employee of the Participating Employer to be a contact person for all matters relating to the Participating Employer's participation in the Health Care Program;
- 10.6 Pay premiums for the Health Care Program to the Third-Party Administrator no later than the tenth day of the month in which the premium is due;
- 10.7 By formal action of the legislative body of the Participating Employer, approve policies and procedures necessary to secure protected health information ("PHI") in accordance with Chapter 70.02 RCW and the Health Insurance Portability and Accountability Act ("HIPAA") privacy and security rules, codified at 45 C.F.R. Parts 160-164;
- 10.8 Provide the Health Care Program with such information or assistance as is necessary for the Health Care Program to meet its responsibilities under this Agreement; and
- 10.9 Cooperate with and assist the Health Care Program and any insurer of Stop Loss Insurance or Reinsurance, in all matters relating to the administration and operation of the Health Care Program and all matters relating to this Agreement.
- 10.10 Comply with all bylaws, rules, regulations and policies adopted by the Board of Trustees relating to the Health Care Program.

ARTICLE 11

RESERVE FUND INVESTMENT

All reserve fund investments from the HCP Account shall be made in a manner that is consistent with RCW 48.62.111, Chapter 39.59 RCW, WAC 200-110-090 and the Health Care Program Investment Policy.

ARTICLE 12

FINANCIAL RECORDS

- 12.1 The Board of Trustees shall develop estimated revenue and expenditures to establish a budget for each fiscal year covering January 1 through December 31 annually. Actual Health Care Program revenues and expenditures shall be monitored monthly by the Board of Trustees and reported at its quarterly meetings.
- 12.2 The accounting records of the Health Care Program are maintained in accordance with methods prescribed by the State Auditor's office under the authority of Chapter 43.09 RCW. The Health Care Program also follows applicable accounting standards established by the Governmental Accounting Standards Board ("GASB"). Year-end financial reporting is done on an accrual basis and submitted to the Office of the State Auditor as required by Chapter 200-110 WAC. Once reviewed and approved by the

Office of the State Auditor the year-end financial report is transmitted to the Office of the State Risk Manager.

- 12.3 Financial records of the Health Care Program shall be subject to audit by the Office of the State Auditor. Year-end financial reports and audit results shall be made available to interested parties. The Health Care Program shall provide financial information as required by state statute and rule to the Office of the State Risk Manager.

ARTICLE 13

PARTICIPATING EMPLOYER TERMINATION AND WITHDRAWAL

- 13.1 A Participating Employer must remain in good standing with the Trust and adhere to the requirements of this Agreement. In the event that a Participating Employer fails to be a Participating City or Non-City Entity in good standing, participation in the Health Care Program shall automatically terminate without notice as shall all health and welfare benefits provided through the Health Care Program.
- 13.2 The Board of Trustees may take action to terminate membership or deny membership in the Health Care Program where it determines that such termination or denial is in the best interest of the Health Care Program
- 13.3 When a Participating Employer's eligibility in the Health Care Program is affected due to merger or annexation, the affected Participating Employer may petition the Board of Trustees to remain in the Health Care Program.
- 13.4 A Participating Employer may only withdraw its participation in the Health Care Program at the end of the calendar year and must provide written notice to the Trust at least thirty-one (31) days in advance of the end of the calendar year (December 31st).
- 13.5 In the event of withdrawal or non-renewal, the Health Care Program will cover any of the Participating Employer's remaining outstanding Health Care Program claims expenses incurred prior to the Participating Employer's withdrawal from or non-renewal in the Health Care Program.
- 13.6 No Participating Employer, because of withdrawal or any other reason, has any right or interest in the HCP Account because of its nature as a rate stabilization fund. In the event any Participating Employer withdraws from the Health Care Program, its Participating Employees, their covered dependents and other beneficiaries and any Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (COBRA) participants and contract personnel and dependents approved by the Board of Trustees, shall forfeit all right and interest to the HCP Account.

ARTICLE 14

TERMINATION OF HEALTH CARE PROGRAM

- 14.1 In the event the Health Care Program is terminated, the Board of Trustees shall distribute the remaining funds in the HCP Account to the Trust or any successor association authorized by Chapter 39.34 RCW for like purposes for use in any program with similar purposes.
- 14.2 Upon termination, this Agreement and the HCP Account shall continue for the purpose of paying remaining outstanding claims and expenses and fulfilling all other functions necessary to complete the business of the Health Care Program.

ARTICLE 15

MEETINGS, NOTICES AND COMMUNICATIONS

- 15.1 The Board of Trustees and the EBAC, if any responsibilities for Trust management have been delegated thereto, shall provide notice of their regular and special meetings and hold their meetings in accordance with Chapter 42.30, RCW Open Public Meetings Act.
- 15.2 Communications with Participating Employers may occur using mail, email or posting on the Health Care Program website. The website shall be partitioned to provide information for the general public and information specific to Participating Employers and their employees.
- 15.3 Communications may come directly from the Health Care Program, through the Third-Party Administrator or through another vendor on behalf of the Health Care Program.

ARTICLE 16

AMENDMENTS TO INTERLOCAL AGREEMENT

- 16.1 The Board of Trustees shall review and analyze any proposed amendment to this Agreement. An amendment may be proposed for review by any party to this Agreement.
- 16.2 The Board of Trustees upon its discretion may take action by resolution on any amendment at any regular meeting of the Board of Trustees.

ARTICLE 17

PROHIBITION ON ASSIGNMENT

- 17.1 No Participating Employer may assign any right or claim of interest it may have under this Agreement.

- 17.2 No creditor, assignee or third-party beneficiary of any employer shall have the right, claim or title to any party, share, interest, premium or asset of the Trust, HCP Account or the Health Care Program.

ARTICLE 18

HEALTH CLAIM DISPUTES AND APPEALS

In the event that a dispute arises over a health claim, the procedures, adjudication requirements and administrative remedies shall be found in the Health Care Program's plan document applicable to the Health Care Program covering the claimant.

ARTICLE 19

PLAN ADMINISTRATION DISPUTES AND APPEALS

- 19.1 In the event that a dispute arises between a Participating Employer and the Health Care Program, the Participating Employer shall document the circumstances causing the dispute and submit a written request for review of the disputed circumstances to the Board of Trustees. Upon review of such information, the Board of Trustees shall attempt to resolve the dispute.
- 19.2 If the Board of Trustees' resolution to the dispute is deemed unsatisfactory, then alternative dispute resolution through mediation or binding arbitration may be necessary.

ARTICLE 20

ENFORCEMENT OF TERMS OF AGREEMENT

- 20.1 The Board of Trustees may enforce the terms of this Agreement.
- 20.2 In the event legal action is initiated to enforce any term or provision of this Agreement against any present or previous Participating Employer, the prevailing party shall receive such reimbursement of costs as the court deems reasonable for attorneys' fees and costs related to the relevant legal action.

ARTICLE 21

DEFAULT

- 21.1 If any Participating Employer fails to perform any term or condition of this Agreement and such failure continues for a period of sixty (60) days after the Board of Trustees has given the Participating Employer written notice describing such failure, the Participating Employer shall be considered in default.
- 21.2 Upon default, the Board of Trustees may immediately cancel the Participating Employer's participation in the Health Care Program without additional notice or exercise some other remedy otherwise provided by law.

- 21.3 The rights and remedies of the Board of Trustees are cumulative in nature and pursuit of any particular remedy shall not be deemed an election of remedies or a waiver of any other remedies available hereunder or otherwise available by law.

ARTICLE 22

NO WAIVERS

No waiver or forbearance of a breach of any covenant, term, or condition of this Agreement shall be construed to be a waiver or forbearance of any other or subsequent breach of the same or of any other covenant, term or condition, and the acceptance of any performance hereunder, or the payment of any sum of money after the same has become due or at a time when any other default exists hereunder, shall not constitute a waiver or right to demand payment of all sums owing or a waiver of any other default then or thereafter existing.

ARTICLE 23

CONTRACT MANAGEMENT

The Health Care Program shall designate a person to whom the State Risk Manager shall forward legal process served upon the Risk Manager; **The AWC Chief Executive Officer** (designee or successor). **The Health Care Program Director** shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

ARTICLE 24

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement 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 this Agreement are declared to be severable.

ARTICLE 25

COUNTERPART COPIES

This Agreement may be signed in counterpart or duplicate copies and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

ARTICLE 26

HEADINGS

The Article and Section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the Articles and Sections they introduce.

ARTICLE 27

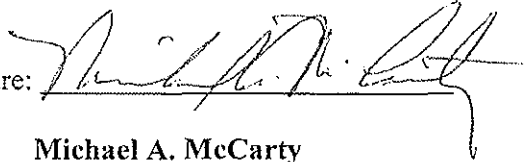
AGREEMENT COMPLETE

This Agreement and the documents referenced herein contains all the terms and conditions agreed to by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

Association of Washington Cities
Employee Benefit Trust

Signature: 

Name: **Michael A. McCarty**

Title: Chief Executive Officer

Date: August 30, 2013

Participating Employer

Signature: _____

Name (print): _____

Title: _____

Date: _____

Effective Date: January 1, 2014