BATTLE GROUND CITY COUNCIL AGENDA
MONDAY, NOVEMBER 4, 2024

BATTLE GROUND CITY HALL COUNCIL CHAMBERS
109 SW 1ST ST., SECOND FLOOR
BATTLE GROUND, WA 98604

MEETING PROCEDURES: The meeting will be conducted in person and via Zoom, allowing council members, staff, and members of the public to hear all individuals participating in the meeting. Members of the public may attend in person or watch the meeting live via the link below.

WATCH LIVE: Members of the public may watch the meeting live on YouTube at Battle Ground City Council - YouTube.

TO PARTICIPATE: Members of the public wishing to comment or provide testimony during the meeting may appear in person to speak during Citizen's Communications and Public Hearings. Comments are limited to three (3) minutes. Please submit written comments to the City Clerk's Office at least six (6) hours prior to the meeting with the heading "Public Comment for disbursement to the City Council."

ACCESSIBILITY: The City Hall is accessible to individuals with disabilities. As per RCW 42.30.240(2), if you face difficulty attending an in-person meeting to provide oral comment, you can do so remotely, provided that oral public comments are accepted at the meeting. If you require special accommodation to attend the meeting or to provide public comment remotely, please contact the City Clerk's Office at (360) 342-5008 or cityclerk.info@cityofbg.org at least forty-eight (48) hours in advance.

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE AGENDA

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports
Mayor's Report
- Walk & Knock Volunteer Food Drive

Presentations
- Battle Ground University – Graduation Ceremony
- New Employee Introduction and Oath of Office – Police Officer Ivan Fesik
- 2025 State Legislative Agenda – Presentation/Motion

CITIZEN'S COMMUNICATIONS

CONSENT AGENDA
All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests specific item(s) be removed from the Consent Agenda for discussion prior to the time Council votes on the motion to adopt the Consent Agenda.

A. City Council Study Session & Regular Meeting Minutes of October 21, 2024
B. Claim Vouchers dated 10/21/2024, #96030-#96093, and Bank Drafts, in the amount of $1,106,123.80
C. Claim Vouchers dated 10/28/2024, #96094-#96128, and Bank Drafts, in the amount of $298,599.84
D. Payroll dated 10/25/2024, vouchers #29196 in the amount of $288.44, and direct deposits of $343,604.24 for a total payroll of $343,892.68.
E. Commerce Senior Center Remodel Grant Agreement

F. 2025 Prosecution Services Agreement – Karmy Law, LLC
G. 2025 Public Defender Contract – Brandon Campbell
H. 2025 Public Defender Contract – Steven Sowards
I. 2025 Public Defender Contract – Greg Cheney
J. 2025 Interlocal Agreement for Municipal Court Services – City of Ridgefield
K. Interlocal Agreement for the Provision of Ambulance Transport Services – EMS District #2
L. Tukes Mountain Reservoir #6 – Bid Award
M. Northwest Regional Training Center – Interlocal Agreement

PUBLIC HEARING

Revenue Sources: Resolution 24-12: 2025 Fee Schedule – Presentation/Public Hearing
Presented by Finance and Information Services Director Meagan Lowery.
Summary: Council will hear testimony regarding the 2025 Fee Schedule.

Revenue Sources: Ordinance 2024-11: 2025 Property Tax Levy – Presentation/Public Hearing
Presented by Finance & Information Services Director Meagan Lowery.
Summary: Council will hear testimony regarding the 2025 property tax levy.

BUSINESS

2025 Clark County Transportation Alliance (CCTA) Policy Statement: Presentation/Motion
Presented by Deputy City Manager Robert Ferrier
Summary: The council will review and consider endorsement of the proposed 2025 CCTA Policy Statement.

Facilities Capital Plan Update: Presentation/Set Public Hearing
Presented by Public Works Director Mark Herceg
Summary: The council will receive an update on the Facilities Capital Plan and consider setting a Public Hearing to hear public testimony on December 2, 2024.

Parks, Recreation, and Open Space (PROS) Plan Update: Presentation/Set Public Hearing
Presented by Public Works Director Mark Herceg
Summary: The council will receive an update on the PROS Plan and consider setting a Public Hearing to hear public testimony on December 2, 2024.

Fire Capital Facilities Plan Update: Presentation/Set Public Hearing
Presented by Public Works Director Mark Herceg
Summary: The council will receive an update on the Fire Capital Facilities Plan and consider setting a Public Hearing to hear public testimony on December 2, 2024.

Senior Center Facility Use Agreement: Presentation/Motion
Presented by City Manager Kris Swanson
Summary: The council will receive a presentation and consider approval of the revised Senior Center Facility Use Agreement

ADMINISTRATIVE REPORTS

COUNCIL COMMUNICATIONS

ADJOURNMENT

CLOSED DOOR SESSION
Pursuant to RCW 42.30.140(4)(b), the Council will enter a closed-door session to plan or adopt the strategy or position to be taken by the governing body during any collective bargaining or mediation proceedings. No action will be taken.

NEXT MEETING DATE: November 18, 2024 – No Study Session – Regular meeting at 7:00 p.m.

Public Notices:

- Persons requiring special arrangements in order to participate in meetings should call the City Clerk's office at (360) 342 – 5008 at least two (2) business days prior to the scheduled meeting.
- The public is invited to view the full City Council packet on our website at www.cityofbg.org.
- This institution is an equal opportunity provider and employer.
- Any subject placed on the agenda, regardless of how the matter is stated on the agenda, may be acted on by the council.
- Información será traducida al español a petición de cityclerk.info@cityofbg.org.
- Информация имеется на русском языке по запросу на cityclerk.info@cityofbg.org.
- 如需相关信息的中文版本，请来函索取：cityclerk.info@cityofbg.org
- Za informacije na bosanskom jeziku obratite se na adresu cityclerk.info@cityofbg.org
- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa cityclerk.info@cityofbg.org
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến cityclerk.info@cityofbg.org

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kris Swanson, City Manager
Date:	November 4, 2024
Proceeding Type:	Presentation/Motion
Subject:	2025 State Legislative Agenda

Legislative History:	
• First Presentation:	November 4, 2024

Staff Report Summary

City Council will be presented with the Draft 2025 State Legislative Agenda for consideration and approval.

Gordon Thomas Honeywell will also present information regarding the upcoming 2025 Legislative session.

Options

Option	***Results***
• *Approve the 2025 Legislative Agenda as proposed*	This will be used for lobbying efforts in 2025
• *Request edits to the 2025 Legislative Agenda*	Staff will make changes and bring back for review.

Staff Recommendation

Approve the legislative agenda as presented.

Attachments

A.	2025 State Legislative Agenda

Eaton Boulevard Reconstruction

More accidents occur on the portion of Eaton Boulevard between Southwest 20th Avenue and SR 503 than anywhere else in the City. This project will add a center turn lane, sidewalks and bike lanes that are separated from the traveled way, add a signal at SW 20th Avenue, and additional turn lanes at the intersection of SR 503, which will eliminate concurrency failures at both intersections. The total project cost is $14 million, of which the City has already raised $2 million from the Southwest Washington Regional Transportation Council and $1 million from the State for the multi-modal component of the project. The City has funded the engineering and right-of-way phases, in the amount of $2.5 million, via Traffic Impact Fee and Concurrency Mitigation funds. Battle Ground requests the final **$11 million** to complete the project.

Remy Park – Phase 1

The City has recently adopted a Master Plan for our Remy Park property. The park will include amenities such as a covered basketball court, playground equipment, a dog park, open play areas, covered picnic areas, parking, and restrooms. The design of the project will begin in January of 2025. The City has limited park space in the southwest quadrant of the City, therefore the City's Parks, Recreation, and Open Space Plan identified improvements to Remy as a priority for the City. The total project cost is estimated at $9.4 million. The City is requesting **$1.5 million** in the Capital budget for construction of the first phase of the project.

Downtown Revitalization

The City of Battle Ground received $350,000 in the 2023 Operating budget to complete a study identifying options for the City's Main Street Revitalization project. The goal of the project is to improve pedestrian access, enhance traffic flow, add parking capacity, and make other changes to beautify the City's downtown core. The public outreach component of the study is underway, and the complete study will be finalized in spring 2025, at which time the City will be ready to move into the design phase of the project. Battle Ground requests **$500,000** in the Capital budget to complete design of the Downtown Revitalization project.

City Document Management System

The City of Battle Ground lacks a uniform document management system. The City is currently in the process of convening a workgroup with representatives from each department to determine necessary features of a document management system that can best meet the City's needs. This document management system would act as a single repository for public records, eliminating the need for storage of paper documents and reducing the possibility for duplication of records. It would also protect the City's operational capabilities by guaranteeing access to public records in case of an emergency event, as well as better align the City's retention schedule with state requirements. An enhanced document management system would also complement the City's recent investment in public records request software, and improve the City's responsiveness and reliability of public records requests. Battle Ground requests **$100,000** in the Operating budget to purchase a document management system.

SUPPORT OF STATE AND REGIONAL PRIORITIES

Association of Washington Cities (AWC) 2025 Legislative Agenda

We support AWC's 2025 Legislative Agenda and affirm their statement that the continued success of cities depends on adequate resources and community-based decision-making to best meet the unique needs of our residents. Like AWC, the City of Battle Ground continues to support local, community-based decision-making as one of our core principles.

Regional Law Enforcement Training Academy

The Southwest Washington Regional Law Enforcement Training Academy (Academy) has proven to be an important regional resource. The City of Battle Ground is a partner in the formation and use of the Academy and strongly supports continued state resources for this regional initiative.

Clark Country Transportation Alliance

The City of Battle Ground endorses the Clark County Transportation Alliance 2025 Policy Statement.

For more information, please contact:

Kris Swanson, City Manager (360) 342-5005
City of Battle Ground kris.swanson@cityofbg.org

Battle Ground City Council Study Session
Monday, October 21, 2024

The study session of the Battle Ground City Council was called to order in the Battle Ground Council Chambers at 6:01 p.m. by Mayor McCoy.

The following were present:

COUNCIL: Mayor Troy McCoy, and Council members Adrian Cortes, Victoria Ferrer, Tricia Davis (via Zoom), Cherish DesRochers, and Eric Overholser

ABSENT: Deputy Mayor Shane Bowman

STAFF: Interim City Manager Kris Swanson, Deputy City Manager Rob Ferrier, Finance and Information Services Director Meagan Lowery, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Police Chief Dennis Flynn, and Executive Assistant/Deputy City Clerk Kelly Jensen

TOPIC: 2025 Budget Overview

Summary: Finance and Information Services Director Meagan Lowery presented council members with information regarding the proposed 2025 budget.

The Council discussed the presentation.

Councilmember Cortes entered the Council Chambers at 6:12 p.m.
Councilmember Cortes exited the Council Chambers with Chief Flynn at 6:12 p.m.
Councilmember Cortes re-entered the Council Chambers at 6:16 p.m.

ADJOURNMENT
The meeting adjourned at 6:46 p.m.

_____ _____

Troy McCoy
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: November 4, 2024

- This institution is an equal opportunity provider and employer.
- Información será traducida al español a petición de *cityclerk.info@cityofbg.org*
- Информация имеется на русском языке по запросу на *cityclerk.info@cityofbg.org*.
- 如需相关信息的中文版本，请来函索取：*cityclerk.info@cityofbg.org*
- Za informacije na bosanskom jeziku obratite se na adresu *cityclerk.info@cityofbg.org*
- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa *cityclerk.info@cityofbg.org*
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

DRAFT

Battle Ground City Council Meeting Minutes
Monday, October 21, 2024

The regular meeting of the Battle Ground City Council was called to order in the Battle Ground Council Chambers at 7:00 p.m. by Mayor McCoy. The meeting was recorded via Zoom and live-streamed on YouTube.

The Pledge of Allegiance was recited.

Executive Assistant/Deputy City Clerk Kelly Jensen called the roll. The following were present:

COUNCIL: Mayor Troy McCoy, Deputy Mayor Shane Bowman, and Councilmembers Adrian Cortes, Tricia Davis (via Zoom), Cherish DesRochers, Victoria Ferrer via zoom, and Eric Overholser

ABSENT: None.

STAFF: City Manager Kris Swanson, Deputy City Manager Rob Ferrier, Finance and Information Services Director Meagan Lowery, Acting City Attorney Ken Harper, Police Chief Dennis Flynn, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Planning Supervisor Sam Crummett, Executive Assistant/Deputy City Clerk Kelly Jensen

MOTION TO APPROVE AGENDA **7:01 p.m.**
MOTION: Deputy Mayor Bowman moved to approve the Meeting Agenda as presented.
SECOND: Councilmember Cortes
VOTE: Motion carried. 7-0

SUMMARY REPORTS AND PRESENTATIONS **7:02 p.m.**
Councilmember Reports:

- ***Urban County Policy Board (CDBG) Meeting Report***
  Mayor McCoy provided a report.
- ***C-Tran Board of Directors Meeting Report***
  None.
- ***Ending Community Homelessness Organization (ECHO) Meeting Report***
  Councilmember Ferrer provided a report.
- ***Emergency Medical Services (EMS) District #2 Board Meeting Report***
  Councilmember Overholser provided a report.

Mayor's Report:

- *Mayor McCoy stated that the Council Liaison appointments to the CREDC Board will be switched to Councilmember Ferrer serving as primary and Mayor McCoy serving as alternate representative.*
  The Council concurred.
- *Mayor McCoy stated that the Council Liaison appointments to C-TRAN Board will be switched to Mayor McCoy serving as primary and Councilmember Ferrer serving as alternate representative.*
  The Council concurred.

MOTION: Deputy Mayor Bowman moved to approve the appointment of Councilmember Ferrer as Representative and Mayor McCoy as Alternate Representative to the CREDC Committee and to approve the appointment of Mayor McCoy as Representative and Councilmember Ferrer as Alternate Representative to the CTRAN Committee.
SECOND: Councilmember Ferrer
VOTE: Motion carried 7-0

Presentations:

- *None*

CITIZEN'S COMMUNICATIONS **7:08 p.m.**

- *Wynn Grcich provided public comment and handouts to Council.*
- *Matt Meartz provided public comment*
- *Jessica Cole provided public comment*
- *Kathy McAleer provided public comment*
- *Bill Huyette provided public comment*
- *Ally Strappazon provided public comment*

CONSENT AGENDA **7:26 p.m.**

A. City Council Study Session & Regular Meeting Minutes of October 7, 2024
B. Claim Vouchers dated 10/07/2024, #95930-#95977, and Bank Drafts, in the amount of $598,529.30
C. Claim Vouchers dated 10/14/2024, #95978-#96029, and Bank Drafts, in the amount of $1,346,280.27
D. Payroll dated 10/10/2024, vouchers #29194-#29195 in the amount of $1,659.76, and direct deposits of $285,942.03 for a total payroll of $287,601.79.
E. SW Eaton Boulevard Improvements – ROW Purchase Approval – Meisner Property
F. SW Eaton Boulevard Improvements – ROW Purchase Approval – Patterson Property
G. 2024-2025 WASPC Registered Sex Offender Monitoring Program Award – Clark County/Battle Ground Interlocal Agreement

MOTION: Councilmember Cortes moved to approve the consent agenda in its entirety as presented.
SECOND: Deputy Mayor Bowman
VOTE: Motion carried 7-0

PUBLIC HEARINGS
Annual Code Amendments: Public Hearing/Motion **7:27 p.m.**
Presented by Community Development Director Kristin Lehto and Planning Supervisor Sam Crummett

Summary: The council conducted a public hearing to hear public testimony and considered the adoption of the Annual Code Amendments.

Community Development Director Kristin Lehto and Planning Supervisor Sam Crummett provided a presentation.
*Mayor McCoy opened the Public Hearing at **7:28 p.m.***

- **None provided testimony**

*Mayor McCoy closed the Public Hearing at **7:29 p.m.***

Executive Assistant/Deputy City Clerk Jensen read the Titles of the Ordinances proposed for the Annual Code Amendments into the record before each Motion.

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-10 Amending Battle Ground Municipal Code Title 8 Health & Safety in its entirety as presented.
SECOND: Councilmember Cortes
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-13 Amending Battle Ground Municipal Code Title 3 Revenue & Finance in its entirety as presented.
SECOND: Councilmember Cortes
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-14 Amending Battle Ground Municipal Code Title 6 Animals in its entirety as presented.
SECOND: Councilmember Cortes
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-15 Amending Battle Ground Municipal Code Title 7 Public Disturbance Noise in its entirety as presented.
SECOND: Councilmember Cortes
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-16 Amending Battle Ground Municipal Code Title 10 Vehicles and Traffic in its entirety as presented.
SECOND: Councilmember Overholser
VOTE: Motion carried 7-0

MOTION: Councilmember Overholser moved to adopt Ordinance No. 2024-17 Amending Battle Ground Municipal Code Title 12 Streets and Sidewalks in its entirety as presented.
SECOND: Deputy Mayor Bowman
VOTE: Motion carried 7-0

MOTION: Councilmember Ferrer moved to adopt Ordinance No. 2024-18 Amending Battle Ground Municipal Code Title 13 Water and Sewers in its entirety as presented.
SECOND: Deputy Mayor Bowman
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-19 Amending Battle Ground Municipal Code Title 15 Buildings and Construction in its entirety as presented.
SECOND: Councilmember DesRochers
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-20 Amending Battle Ground Municipal Code Title 17 Zoning in its entirety as presented.
SECOND: Councilmember DesRochers
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-21 Amending Battle Ground Municipal Code Title 18 Environmental Protection in its entirety as presented.
SECOND: Councilmember DesRochers
VOTE: Motion carried 7-0

MOTION: Deputy Mayor Bowman moved to adopt Ordinance No. 2024-22 Amending Battle Ground Municipal Code Title 20 Enforcement of Development Code in its entirety as presented.
SECOND: Councilmember DesRochers
VOTE: Motion carried 7-0

Community Development Block Grant (CDBG) Project Proposals: Public Hearing/Motion **7:40 p.m.**
Presented by Public Works Director Mark Herceg
Summary: The council was presented with testimony to consider adopting the 2025 Community Development Block Grant (CDBG) program proposals.

Public Works Director Mark Herceg provided a presentation.
*Mayor McCoy opened the Public Hearing at **7:45 p.m.***

- **None provided testimony**

*Mayor McCoy closed the Public Hearing at **7:45 p.m.***

MOTION: Councilmember Cortes moved to endorse the Planning Commission's Recommendation of the Remy Park and Grace Pathway CDBG Project
SECOND: Councilmember DesRochers
The Council discussed the motion.
VOTE: Motion carried 7-0

BUSINESS **7:51 p.m.**
3rd Quarter 2024 Financial Overview: Presentation
Presented by Finance and Information Services Director Meagan Lowery
Summary: The council was presented with an overview of the city's third-quarter 2024 financial performance.

The Council discussed the presentation.

Airpark Report: Presentation
Presented by Planning Supervisor Sam Crummett
Summary: The council was presented with a report on the Battle Ground Airpark.

Councilmember Davis recused herself from this matter

The Council discussed the presentation.

MOTION: Deputy Mayor Bowman moved to direct staff to support an applicant-sponsored Airpark Study and consider processing a Comprehensive Plan Amendment.
SECOND: Councilmember Cortes
VOTE: Motion carried 4 to 2
AYES: Mayor McCoy, Deputy Mayor Bowman, and Councilmember DesRochers
NAYS: Councilmember Overholser and Councilmember Ferrer
RECUSED: Councilmember Davis

ADMINISTRATIVE REPORTS **9:18 p.m.**

- ***City Manager Swanson announced the Fright Night Event on October 31, 2024, and mentioned that volunteers are needed.***
- ***Public Works Director Mark Herceg gave a report on the 2024 Street Preservation***

COUNCIL COMMUNICATIONS **9:21 p.m.**

- *None*

ADJOURNMENT
The regular meeting was adjourned at 9:21 p.m.

_____ _____

Troy McCoy
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: November 4, 2024

Regular Council meetings of the Battle Ground City Council are recorded digitally. These recordings are kept on file in the office of the City Clerk for a period of six (6) years.

- This institution is an equal opportunity provider and employer.
- Información será traducida al español a petición de *cityclerk.info@cityofbg.org*
- Информация имеется на русском языке по запросу на *cityclerk.info@cityofbg.org*.
- 如需相关信息的中文版本，请来函索取：*cityclerk.info@cityofbg.org*
- Za informacije na bosanskom jeziku obratite se na adresu *cityclerk.info@cityofbg.org*
- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa *cityclerk.info@cityofbg.org*
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE MATERIALS HAVE BEEN FURNISHED, SERVICES RENDERED, OR THE LABOR PERFORMED AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND TO THE BEST OF MY KNOWLEDGE; AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY THAT CLAIM.

Meagan Lowery
FINANCE DIRECTOR

ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $1,106,123.80 ON THIS, THE 21ST DAY OF OCTOBER, 2024.

	ACCTG DATE	AMOUNT	
96030-96046	10/15/2024	$ 1,731.08	UTILITY AP
96047-96048	10/25/2024	$ 10,532.83	PAYROLL AP
BANK DRAFT	10/25/2024	$ 212,632.45	PAYROLL AP
96049-96093	10/21/2024	$ 881,227.44	REGULAR AP
		$1,106,123.80	

Battle Ground, WA

Refund Check Register

Refund Check Detail

UBPKT08316 - Refunds 01 UBPKT08313 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
33-020510-003	Newberry, Summer	10/15/2024	96030	124.95			124.95	Generated From Billing
33-051014-003	Houlihan, Cynthia	10/15/2024	96031	64.71			64.71	Generated From Billing
33-073450-002	Muonio, Mark	10/15/2024	96032	22.91			22.91	Generated From Billing
33-150275-000	Merriman, Nolan	10/15/2024	96033	248.58			248.58	Generated From Billing
36-090680-001	Lenney, Joseph P	10/15/2024	96034	4.95			4.95	Generated From Billing
36-151203-001	Vlasenko, David	10/15/2024	96035	95.89			95.89	Generated From Billing
42-027300-004	Chambers, Gregg and Donna	10/15/2024	96036	63.37			63.37	Deposit
42-066349-000	Staton, Eddie and Stacey	10/15/2024	96037	29.85			29.85	Generated From Billing
42-150672-001	Hooper, Jocelyn Cron and James	10/15/2024	96038	277.66			277.66	Deposit
43-088310-007	Davis, Tina	10/15/2024	96039	52.27			52.27	Deposit
46-028690-002	Draper, Eugene	10/15/2024	96040	43.74			43.74	Generated From Billing
46-039060-005	Geisler, Aaron and Alison	10/15/2024	96041	182.71			182.71	Generated From Billing
46-050019-006	Muhonen, Hyeon and Kyle	10/15/2024	96042	54.58			54.58	Generated From Billing
80-089050-002	Imokawa, Dean	10/15/2024	96043	24.06			24.06	Generated From Billing
80-150003-001	Anderson, Sandra and Wayne	10/15/2024	96044	80.19			80.19	Generated From Billing
80-150924-001	NEI Global Relocation Company	10/15/2024	96045	167.51			167.51	Deposit
80-151259-000	Sun Country Homes	10/15/2024	96046	193.15			193.15	Generated From Billing
Total Refunds: 17			**Total Refunded Amount:**	1,731.08				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1731.08
Revenue Total:	1731.08

General Ledger Distribution

Posting Date: 10/15/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 410 - WATER				
	410-0000-111-10-99	POOLED CASH	-1,731.08	Yes
	410-0000-122-30-00	ACCOUNTS RECEIVABLE UNAPPLIED	1,731.08	
		410 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-0000-111-11-00	CASH IN BANK	-1,731.08	

General Ledger Distribution

Posting Date: 10/15/2024

Account Number	Account Name	Posting Amount	IFT
999-0000-292-20-99	DUE TO OTHER FUNDS	1,731.08	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	

Battle Ground, WA

Check Register

Packet: APPKT03727 - PRAP102524

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00667	DEFERRED COMPENSATION	10/25/2024	Bank Draft	0 00	2,127 00	DFT0002478
00702	DEPT OF RETIREMENT SYSTEMS	10/25/2024	Bank Draft	0 00	72,527.26	DFT0002479
00706	DEPT OF SOCIAL & HEALTH SERVICE	10/25/2024	Bank Draft	0.00	252.50	DFT0002480
02559	INTERNAL REVENUE SERVICE- FED T	10/25/2024	Bank Draft	0.00	130,482.30	DFT0002481
01368	LIFE INSURANCE CO OF NORTH AM	10/25/2024	Regular	0 00	1,464 04	96047
03434	MISSIONSQUARE	10/25/2024	Regular	0 00	9,068 79	96048
01528	NAVIA BENEFIT SOLUTIONS	10/25/2024	Bank Draft	0.00	918.73	DFT0002482
03461	WEALTH CARE SAVER	10/25/2024	Bank Draft	0 00	6,324 66	DFT0002483

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	2	0.00	10,532 83
Manual Checks	0	0	0 00	0.00
Voided Checks	0	0	0.00	0 00
Bank Drafts	20	6	0 00	212,632 45
EFT's	0	0	0 00	0 00
	26	**8**	**0.00**	**223,165.28**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2024	223,165.28
			223,165.28



Battle Ground, WA

Check Register

Packet: APPKT03744 - R AP 10/21/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03599	2 WATCH MONITORING INC OF VAN	10/21/2024	Regular	0.00	2,621.00	96049
04004	ACE HARDWARE - BATTLE GROUND	10/21/2024	Regular	0.00	5.19	96050
03217	AHO CONSTRUCTION	10/21/2024	Regular	0.00	96,179.84	96051
00173	ARCHAEOLOGICAL SERVICES	10/21/2024	Regular	0.00	618.37	96052
00284	BEST WESTERN BATTLE GROUND	10/21/2024	Regular	0.00	2,931.17	96053
00393	CASCADE COLUMBIA DISTRIBUTION	10/21/2024	Regular	0.00	907.88	96054
00428	CFM STRATEGIC COMMUNICATIONS	10/21/2024	Regular	0.00	4,680.00	96055
00512	CLARK COUNTY TREASURER	10/21/2024	Regular	0.00	753.20	96056
00546	COLUMBIA RESOURCE CO. UNIT #65	10/21/2024	Regular	0.00	212.11	96057
02706	COMCAST	10/21/2024	Regular	0.00	16.03	96058
01497	CONSOR NORTH AMERICA INC	10/21/2024	Regular	0.00	82,500.28	96059
02779	CONVERGENCE ARCHITECTURE INC.	10/21/2024	Regular	0.00	424.87	96060
03847	COPPER MECHANICAL, LLC	10/21/2024	Regular	0.00	23,828.00	96061
02557	CORE & MAIN LP	10/21/2024	Regular	0.00	172.50	96062
00646	DATABAR	10/21/2024	Regular	0.00	4,765.96	96063
00732	DISCOVERY CLEAN WATER ALLIANCE	10/21/2024	Regular	0.00	318,988.97	96064
03920	EMERGENCY VEHICLE SOLUTIONS LL	10/21/2024	Regular	0.00	21,511.02	96065
03952	FIRST FORTY FEET	10/21/2024	Regular	0.00	10,405.87	96066
03859	FLYNN, DENNIS	10/21/2024	Regular	0.00	156.41	96067
01036	HELENA GREEN	10/21/2024	Regular	0.00	375.00	96068
01109	HUMANE SOCIETY FOR SW WASHIN(	10/21/2024	Regular	0.00	16,915.00	96069
01138	IMAGE 360	10/21/2024	Regular	0.00	488.84	96070
01190	J.L. STOREDAHL	10/21/2024	Regular	0.00	583.76	96071
03415	KARMY LAW OFFICE, PLLC	10/21/2024	Regular	0.00	10,500.00	96072
03307	LAWMEN SUPPLY COMPANY OF NJ I	10/21/2024	Regular	0.00	1,371.42	96073
04015	LED LIGHTING SOLUTIONS	10/21/2024	Regular	0.00	3,688.87	96074
03189	LINDBERG ELECTRIC LLC	10/21/2024	Regular	0.00	6,258.11	96075
02988	MARTA L. OCHOA-RUTHERFORD	10/21/2024	Regular	0.00	130.00	96076
02716	MENKE JACKSON BEYER, LLP	10/21/2024	Regular	0.00	5,706.75	96077
01447	METROWATCH	10/21/2024	Regular	0.00	630.00	96078
03752	NURNBERG SCIENTIFIC	10/21/2024	Regular	0.00	1,097.18	96079
01749	PHELPS, JOSHUA	10/21/2024	Regular	0.00	598.50	96080
04017	RICHMOND AMERICAN HOMES OF C	10/21/2024	Regular	0.00	34,404.93	96081
01907	RICOH USA INC	10/21/2024	Regular	0.00	74.25	96082
00930	RICOH USA, INC	10/21/2024	Regular	0.00	1,867.59	96083
01973	SCOTT, ROBERT	10/21/2024	Regular	0.00	60.23	96084
02034	SKAMANIA COUNTY SHERIFF'S OFFIC	10/21/2024	Regular	0.00	1,320.00	96085
04069	SPEED'S TOWING	10/21/2024	Regular	0.00	212.36	96086
02089	STALKER RADAR	10/21/2024	Regular	0.00	3,638.10	96087
02097	STATE OF WASHINGTON	10/21/2024	Regular	0.00	1,214.50	96088
02585	TAPANI INC	10/21/2024	Regular	0.00	150,139.50	96089
02179	TECHNOLOGY INTEGRATION GROUP	10/21/2024	Regular	0.00	366.53	96090
04031	THERMO SCIENTIFIC PORTABLE ANA	10/21/2024	Regular	0.00	35,311.14	96091
02492	WHITNEY EQUIPMENT COMPANY IN	10/21/2024	Regular	0.00	8,290.52	96092
03149	WINDSOR MEP ENGINEERS, LLC	10/21/2024	Regular	0.00	24,268.69	96093

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04070	MILLER HEATING & COOLING	10/21/2024	Bank Draft	0.00	37.00	DFT0002484

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	45	0.00	881,190.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	37.00
EFT's	0	0	0.00	0.00
	59	**46**	**0.00**	**881,227.44**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2024	881,227.44
			881,227.44

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE MATERIALS HAVE BEEN FURNISHED, SERVICES RENDERED, OR THE LABOR PERFORMED AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND TO THE BEST OF MY KNOWLEDGE; AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY THAT CLAIM.

Meagan Lowery
FINANCE DIRECTOR

ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $298,599.84 ON THIS, THE 28TH DAY OF OCTOBER, 2024.

	ACCTG DATE	AMOUNT	
BANK DRAFT	10/25/2024	$ 92,284.62	P-CARD AP
96094-96128	10/28/2024	$ 206,315.22	REGULAR AP
		$ 298,599.84	

Battle Ground, WA

Check Register

Packet: APPKT03750 - US BANK 09/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
02286	U.S. BANK ONECARD	10/24/2024	Bank Draft	0.00	92,284.62	DFT0002485

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	352	1	0.00	92,284.62
EFT's	0	0	0.00	0.00
	352	**1**	**0.00**	**92,284.62**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2024	92,284.62
			92,284.62



Battle Ground, WA

Check Register

Packet: APPKT03761 - R AP 10/28/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00047	ADAMS, RICHARD	10/28/2024	Regular	0.00	300.00	96094
04048	AKIN, RALPH	10/28/2024	Regular	0.00	500.00	96095
03133	BRAD PIESCH AGGRESSIVE ENTERPR	10/28/2024	Regular	0.00	95.00	96096
00346	BUD CLARY FORD HYUNDAI	10/28/2024	Regular	0.00	60,144.66	96097
03340	CLARK COUNTY DAIRY GOAT ASSOC.	10/28/2024	Regular	0.00	100.00	96098
00512	CLARK COUNTY TREASURER	10/28/2024	Regular	0.00	2,140.00	96099
01497	CONSOR NORTH AMERICA INC	10/28/2024	Regular	0.00	19,847.65	96100
02557	CORE & MAIN LP	10/28/2024	Regular	0.00	802.96	96101
00818	ENTEK CORPORATION	10/28/2024	Regular	0.00	6,323.24	96102
00827	ENVISION IT EMBROIDER IT, INC	10/28/2024	Regular	0.00	41.31	96103
00978	GREGORY S. CHENEY, PLLC	10/28/2024	Regular	0.00	6,225.00	96104
01003	HALME EXCAVATING	10/28/2024	Regular	0.00	21,025.47	96105
04077	HILLER, GWEN	10/28/2024	Regular	0.00	21.71	96106
01146	INDUSTRIAL SYSTEMS INC	10/28/2024	Regular	0.00	538.85	96107
01190	J.L. STOREDAHL	10/28/2024	Regular	0.00	232.43	96108
04078	JENSEN, KELLY	10/28/2024	Regular	0.00	180.90	96109
01242	KAISER PERMANENTE	10/28/2024	Regular	0.00	552.00	96110
01313	LAMOTTE COMPANY	10/28/2024	Regular	0.00	132.80	96111
03189	LINDBERG ELECTRIC LLC	10/28/2024	Regular	0.00	3,467.82	96112
01394	MACKAY & SPOSITO, INC	10/28/2024	Regular	0.00	43,743.35	96113
01447	METROWATCH	10/28/2024	Regular	0.00	651.00	96114
03785	MOORE IACOFANO GOLTSMAN, INC	10/28/2024	Regular	0.00	7,503.75	96115
01491	MUELLER CO., LLC	10/28/2024	Regular	0.00	2,481.29	96116
01506	NAPA AUTO PARTS	10/28/2024	Regular	0.00	171.35	96117
01536	NET TRANSCRIPTS, INC	10/28/2024	Regular	0.00	91.76	96118
01574	NORTHEAST ELECTRIC, LLC	10/28/2024	Regular	0.00	22,356.90	96119
02715	NORTHWESTERN SHOWMENS CLUB	10/28/2024	Regular	0.00	1,000.00	96120
01673	OWEN EQUIPMENT COMPANY	10/28/2024	Regular	0.00	654.10	96121
01677	PACIFIC BREEZE PRODUCTS, INC	10/28/2024	Regular	0.00	78.54	96122
04079	PROFESSIONAL PHOTOGRAPHERS OI	10/28/2024	Regular	0.00	100.00	96123
01992	SECURITY PROFESSIONALS, LLC	10/28/2024	Regular	0.00	1,011.28	96124
03874	SW WA JAMBOREE	10/28/2024	Regular	0.00	750.00	96125
03611	TERRACON CONSULTANTS, INC	10/28/2024	Regular	0.00	2,168.75	96126
02222	THE PIN CENTER	10/28/2024	Regular	0.00	319.25	96127
02397	WALTER E. NELSON COMPANY	10/28/2024	Regular	0.00	562.10	96128

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	35	0.00	206,315.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	49	**35**	**0.00**	**206,315.22**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2024	206,315.22
			206,315.22

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	November 4, 2024
Proceeding Type:	Consent
Subject:	Commerce Senior Center Remodel Grant Agreement – Agreement

Legislative History:	
• Action:	November 4, 2024

Staff Report Summary

The City Council will consider authorizing the City Manager to sign various documents with the Washington State Department of Commerce for an appropriation related to the Senior Center Remodel project through passage of the consent agenda.

Background

In May of 2024, the City received a State capital budget appropriation, that will be administered by the Department of Commerce, to fund the construction of the Senior Center Remodel project. The goal of this project is to remodel the Senior Center including ADA upgrades, creating a covered backyard area, and other improvements.

The Grant Agreement provides that Commerce will reimburse 100% of costs up to a maximum of $299,730.

Goals and Objectives Relevance

Approving this Agreement would achieve the City Council's goal to improve and maintain infrastructure systems by upgrading the Senior Center.

Fiscal and Policy Implications

This project is included in the City's 2024 budget and proposed in the City's 2025 budget.

Options

Option	Results
• Authorize Signing Of The Documents	City will receive the grant funds.
• Do Not Authorize Signing Of The Documents	City will not receive the grant funds and will continue with general funds.
• No Action	Signing of documents will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the following documents with the Department of Commerce to accept the grant and required encumbrances through passage of the consent agenda. This approval applies to the following documents:

- Agreement
- Affidavit And Indemnity By Owner
- Promissory Note
- Deed Of Trust

Attachments

A.	Agreement
B.	Affidavit And Indemnity By Owner
C.	Promissory Note
D.	Deed Of Trust

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Agreement	Grant to City of Battle Ground through the Local Community Projects Program for Battle Ground Senior Center	Reviewed by the contract City Attorney on August 15, 2024.
• Affidavit	Affidavit and Indemnity by Owner	Reviewed by the contract City Attorney on August 15, 2024.
• Promissory Note	Promissory Note	Reviewed by the contract City Attorney on August 15, 2024.
• Deed	Deed Of Trust	Reviewed by the contract City Attorney on August 15, 2024.



Grant to

City of Battle Ground

through

The Local Community Projects Program

For

Battle Ground Senior Center

Table of Contents

FACE SHEET 4

SPECIAL TERMS AND CONDITIONS 5

1. GRANT MANAGEMENT 5
2. COMPENSATION 5
3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES 5
4. STATE PUBLIC WORKS 6
5. SITE CONTROL 6
6. DOCUMENTATION AND SECURITY 6
7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES 7
8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT 7
9. BILLING PROCEDURES AND PAYMENT 8
10. CLOSEOUT CERTIFICATION 9
11. INSURANCE 9
12. ORDER OF PRECEDENCE 11
13. REDUCTION IN FUNDS 11
14. REAPPROPRIATION 12
15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES 12
16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY 12
17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE 12
18. MODIFICATION TO THE PROJECT BUDGET 13
19. SIGNAGE, MARKERS AND PUBLICATIONS 13
20. HISTORICAL AND CULTURAL ARTIFACTS 14
21. TERMINATION FOR FRAUD OR MISREPRESENTATION 14
22. FRAUD AND OTHER LOSS REPORTING 15
23. PUBLIC RECORDS ACT 15
24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK 15
25. TREATMENT OF ASSETS 15

GENERAL TERMS AND CONDITIONS 16

1. DEFINITIONS 16
2. ACCESS TO DATA 16
3. ADVANCE PAYMENTS PROHIBITED 16

4. ALL WRITINGS CONTAINED HEREIN 16
5. ALLOWABLE COSTS 16
6. AMENDMENTS 17
7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35 17
8. ASSIGNMENT 17
9. ATTORNEYS' FEES 17
10. AUDIT 17
11. BREACHES OF OTHER STATE CONTRACTS 18
12. CODE REQUIREMENTS 18
13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION 18
14. CONFORMANCE 19
15. CONFLICT OF INTEREST 19
16. COPYRIGHT PROVISIONS 19
17. DISALLOWED COSTS 20
18. DISPUTES 20
19. DUPLICATE PAYMENT 20
20. GOVERNING LAW AND VENUE 21
21. INDEMNIFICATION 21
22. INDEPENDENT CAPACITY OF THE GRANTEE 21
23. INDUSTRIAL INSURANCE COVERAGE 21
24. LAWS 21
25. LICENSING, ACCREDITATION, AND REGISTRATION 22
26. LIMITATION OF AUTHORITY 22
27. LOCAL PUBLIC TRANSPORTATION COORDINATION 22
28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS 22
29. PAY EQUITY 22
30. POLITICAL ACTIVITIES 23
31. PREVAILING WAGE LAW 23
32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION 23
33. PUBLICITY 23
34. RECAPTURE 24
35. RECORDS MAINTENANCE 24
36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE 24
37. RIGHT OF INSPECTION 24
38. SAVINGS 24

39. SEVERABILITY 25
40. SITE SECURITY 25
41. SUBGRANTING/SUBCONTRACTING 25
42. SURVIVAL 25
43. TAXES 25
44. TERMINATION FOR CAUSE 26
45. TERMINATION FOR CONVENIENCE 26
46. TERMINATION PROCEDURES 26
47. TREATMENT OF ASSETS 27
48. WAIVER 27
ATTACHMENT A - SCOPE OF WORK 28
ATTACHMENT B - PROJECT BUDGET 30
ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT 31
ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES 32
ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS 33

FACE SHEET

Grant Agreement Number: 25-96647-012
Project Name: Battle Ground Senior Center

Washington State Department of Commerce
Local Government Division
Local Community Projects

<table>
<tr><td colspan="2">1. GRANTEE
City of Battle Ground
109 SW 1st St, Suite 217
Battle Ground, WA 98604</td><td colspan="3">2. GRANTEE Doing Business As (optional)
N/A</td></tr>
<tr><td colspan="2">3. GRANTEE Representative
Dan Hollen
Associate Civil Engineer
(360) 342-5071
dan.hollen@cityofbg.org</td><td colspan="3">4. COMMERCE Representative
Chelsea Bagwell
Program Manager
(360) 485-3890
chelsea.bagwell@commerce.wa.gov
P.O. Box 42525
1011 Plum Street SE
Olympia, WA 98504-2525</td></tr>
<tr><td>5. Grant Amount
$299,730.00</td><td>6. Funding Source
Federal: ☐ State: ☒
Other: ☐ N/A: ☐</td><td>7. Start Date
Upon Final Signature</td><td colspan="2">8. End Date
June 30, 2025, if funds are not reappropriated; June 30, 2027, contingent on reappropriation.</td></tr>
<tr><td colspan="2">9. Federal Funds (as applicable)
N/A</td><td>Federal Agency
N/A</td><td colspan="2">CFDA Number
N/A</td></tr>
<tr><td>10. Tax ID #
91-6007035</td><td>11. SWV #
SWV0009872-00</td><td>12. UBI #
061000631</td><td colspan="2">13. UEI #
L966CV1VLRF5</td></tr>
<tr><td colspan="5">14. Grant Purpose
The purpose of this performance-based Grant Agreement is to provide funding for renovation of the Battle Ground Senior Center as described in Attachment A – Scope of Work.</td></tr>
<tr><td colspan="5">COMMERCE, defined as the Washington State Department of Commerce, and the GRANTEE, as defined above, acknowledge and accept the terms of this Grant Agreement and attachments and have executed this Grant Agreement on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant Agreement are governed by this Grant Agreement and the following other documents incorporated by reference: Grant Agreement Terms and Conditions including Attachment A – Scope of Work, Attachment B – Budget, Attachment C – Certification of Availability of Funds to Complete the Project, Attachment D – Certification of the Payment and Reporting of Prevailing Wages, and Attachment E – Certification of Intent to Enter LEED Process, application as submitted for grant funding, applicable Local Community Projects Program Notice of Funding Availability, and applicable Local Community Projects Program Guidelines (as they may be revised from time to time).</td></tr>
<tr><td colspan="2">FOR GRANTEE

_____
Kris Swanson, City Manager

_____
Date</td><td colspan="3">FOR COMMERCE

_____
Mark K. Barkley, Assistant Director
Local Government Division

_____
Date

TEMPLATE APPROVED AS TO FORM

Lisa Koperski, Assistant Attorney General, on 7/22/2024</td></tr>
</table>

SPECIAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the Grantee, a Local Government, and WASHINGTON STATE DEPARTMENT OF COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050(5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has, in Laws of 2024, Chapter 375, Section 1011, made an appropriation to support the 2024 Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction and equipment, or rehabilitation activities of the Project.

GRANTEE and COMMERCE are individually a “party” and, collectively, the “parties.”

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant Agreement.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed $299,730.00 for the capital costs necessary for or incidental to the performance of work as set forth in Attachment A (Scope of Work).

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT C (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT). Such non-state sources may consist of a combination of any of the following:

- **i.** Eligible Project expenditures prior to the execution of this Grant Agreement.
- **ii.** Cash dedicated to the Project.
- **iii.** Funds available through a letter of credit or other binding loan commitment(s).
- **iv.** Pledges from foundations or corporations.
- **v.** Pledges from individual donors.
- **vi.** The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will

not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.

vii. In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources and shall make such records available for COMMERCE's review upon reasonable request.

4. STATE PUBLIC WORKS

For work done at the cost of the State, GRANTEE must comply with public works statutes RCW 39.04 and RCW 39.10, apprenticeship requirements, and the State and local building codes, as applicable. If GRANTEE has questions about compliance, GRANTEE will need to visit the Washington State Department of Labor & Industries Public Works Projects website for more information.

5. SITE CONTROL

GRANTEES who receive grants for construction, purchase or renovation of facilities must provide written evidence of and maintain site control, either through outright ownership of the subject property or a long-term lease, for a minimum of 10 years after the later of: (1) final grant payment; or (2) the date when the facility is made usable to the public for the purpose intended by the Washington State Legislature, including GRANTEE having secured all required licenses, certifications, and/or permits. GRANTEES must provide written evidence of continuing site control as may be requested by COMMERCE.

6. DOCUMENTATION AND SECURITY

The provisions of this Section shall apply to capital projects performed by nonprofit organizations and public benefit corporations that involve the expenditure of over $250,000 in State funds. The provisions may also apply to Tribes, depending on the location of the Project. Additionally, COMMERCE reserves the right to review all state-funded projects and to require that projects performed by other entity types comply with this Section. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for pre-design or design only are exempt from this Section.

A. Deed of Trust. This Grant Agreement shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the Deed of Trust). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within 90 calendar days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant Agreement as set forth on the Face Sheet.

B. Term of Deed of Trust; Commitment Period. The Deed of Trust shall remain in full force and effect for a minimum period of 10 years following the later of: (1) final payment of state funds to the GRANTEE under this Grant Agreement; or (2) the date when:

i. the facility improved or acquired with grant funds; or
ii. a distinct phase of the Project

is made useable to the public for the purpose intended by the Washington State Legislature (the Commitment Period). Upon satisfaction of the Commitment Period term requirement and all other Grant Agreement terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.

C. Title Insurance. The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.

D. Covenant. If the Project will be partially funded by a loan and the term of said loan is less than the Commitment Period as defined in Special Terms and Conditions Section 6(B), COMMERCE may require that GRANTEE record or cause to be recorded a covenant in a superior lien position ahead of the lender's security instrument that restricts use of the facility or property for the purpose(s) stated elsewhere in this Grant Agreement for at least the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

E. Subordination. COMMERCE may agree to subordinate its Deed of Trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within 30 calendar days of receiving the request.

F. Deed of Trust on Leased Property. COMMERCE may require, at its sole discretion, a Deed of Trust on the fee interest of the real property where the Project is located, if the Project is on leased property

7. BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL PROPERTY PERFORMANCE MEASURES

When all or part of the grant is used to fund the acquisition of real property, before funds are disbursed, the GRANTEE shall procure and provide to COMMERCE evidence establishing the value of the real property eligible for reimbursement under this Grant Agreement as follows:

A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or a current property tax statement.

B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

8. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the GRANTEE shall be made on a reimbursement basis only. The GRANTEE may be reimbursed, at the rate set forth elsewhere in this Grant Agreement, for work associated with the Project expenditures Unless authorized by the Washington State Legislature, only those Project costs incurred after the date of execution, may be reimbursed. Reimbursable cost are determined by the Scope of Work, Attachment A. Generally costs within the following cost categories are considered capital expenditures:

A. Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
B. Design, engineering, architectural, and planning;
C. Construction management and observation (from external sources only);
D. Construction costs including, but not limited to, the following:
  i. Site preparation and improvements;
  ii. Permits and fees;
  iii. Labor and materials;
  iv. Taxes on Project goods and services;
  v. Capitalized equipment;
  vi. Information technology infrastructure; and

vii. Landscaping.

E. Other costs authorized through the legislation.

9. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for up to 100% of each invoice for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed – by budget line item – for the billing period. The GRANTEE must submit all Invoice Vouchers and any required documentation electronically. Submissions shall be in accordance with directions provided by COMMERCE. Funds are reimbursement based and cannot be advanced under any circumstance. Disbursements of funds for invoices due and payable within 30 days are not considered advanced payments.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from subgrantees/subcontractors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed at the time the voucher is submitted or within 30 calendar days of Commerce's disbursement of payment. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted or within 30 calendar days thereafter.

The voucher must be certified (i.e., signed) by an official of the GRANTEE with authority to bind the GRANTEE. The voucher shall be submitted to COMMERCE within 60 calendar days following the completion of work or other termination of this Grant Agreement, or within 15 calendar days following the end of the State biennium unless Grant Agreement funds are re-appropriated by the Washington State Legislature in accordance with Special Terms and Conditions Section 18 (Reappropriation).

If GRANTEE has or will be submitting any of the invoices attached to a request for payment for partial reimbursement under another contract or grant agreement, GRANTEE must clearly identify such contracts or grant agreements in the transmittal letter and request for payment.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. In the event that the award amount in Special Terms and Conditions Section 2 (Compensation) is expended before construction completion of the Project, as identified in Attachment A (Scope of Work), the GRANTEE agrees to continue providing complete Project Status Report updates to their COMMERCE Representative annually or upon request.

COMMERCE will pay GRANTEE upon receipt and approval of properly completed invoices and supporting documentation, which shall be submitted to the Representative for COMMERCE not more often than monthly. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. Payment shall be considered timely if made by COMMERCE within 30 calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

Notwithstanding the foregoing, COMMERCE may, in its sole discretion, holdback up to the final 10% of grant funds until the Project is complete and the facility has been issued a Certificate of Occupancy from the appropriate local permitting entity, or for projects without occupiable space, when

comparable evidence of Project completion is submitted by GRANTEE. The Certificate of Occupancy /evidence of completion should be submitted with GRANTEE's final request for reimbursement.

10. CLOSEOUT CERTIFICATION

The GRANTEE shall complete and submit a Closeout Certification Form when:

A. All activities identified in the Scope of Work shown on Attachment A are complete and the Project is useable to the public for the purpose intended by the Washington State Legislature, or

B. When final payment is made and GRANTEE has certified that the Project will be completed and the public benefit described will be maintained for the term of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

Notwithstanding anything in A. or B. above, the right of COMMERCE to recapture funds or seek other remedies for failure to make the Project usable to the public shall survive the closeout or termination of this Grant Agreement.

COMMERCE reserves the right to request additional information related to the Project.

11. INSURANCE

A. Insurance Requirements for Reimbursable Activities

The GRANTEE must have insurance coverage that is substantially similar to the coverage described in Section 11B below for all periods in which GRANTEE performed work for which it will seek reimbursement. The intent of the required insurance is to protect the State of Washington should there be any Claims, suits, actions, costs, damages or expenses arising from any loss or negligent or intentional act or omission of the GRANTEE or subgrantee/subcontractor, or agents of either, while performing under the terms of this Grant Agreement.

B. Additional Insurance Requirements During the Term of the Grant Agreement

i. The GRANTEE shall provide proof to COMMERCE of insurance coverage that shall be maintained in full force and effect, as indicated below, and shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section:

a. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of or related to this Grant Agreement but in no less than $1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of or related to subgrants/subcontracts (if any). Commercial General Liability Insurance coverage shall be maintained in full force and effect during the term of this Grant Agreement and throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). This insurance must be maintained throughout the term of the Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

b. Property Insurance. The GRANTEE shall keep the property insured in an amount sufficient to permit such insurance to be written at all times on a replacement cost basis. Such insurance shall cover the following hazards, as applicable:

1. Loss or damage by fire and such other risks;
2. Loss or damage from leakage or sprinkler systems now or hereafter installed in any building on the premises;
3. Loss or damage by explosion of steam boilers, pressure vessels, oil or gasoline storage tanks, or similar apparatus now or hereafter installed in a building or building on the premises.

This property insurance coverage must be maintained in full force and effect throughout the term of this Grant Agreement and the Commitment Period as defined in Special Terms and Conditions Section 6(B).

c. Professional Liability, Errors, and Omissions Insurance. If GRANTEE will be providing any professional services to be reimbursed under this Grant Agreement, the GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance with minimum limits of no less than $1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The State of Washington, the Department of Commerce, its agents, officers, and employees need not be named as additional insureds under this policy. This insurance must be maintained throughout the Commitment Period as defined in Special Terms and Conditions Section 6(B). GRANTEE shall require that any subgrantees/subcontractors providing professional services that are reimbursable under this Grant Agreement maintain Professional Liability or Errors and Omissions Insurance at the coverage levels set forth in this subsection.

d. Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss where:

1. The amount of fidelity coverage secured pursuant to this Grant Agreement shall be $2,000,000 or the highest of planned reimbursement for the Grant Agreement period, whichever is lower. Fidelity insurance secured pursuant to this paragraph shall name the State of Washington, the Department of Commerce, its agents, officers, and employees as beneficiary.

2. Subgrantees/subcontractors that receive $10,000 or more per year in funding through this Grant Agreement shall secure fidelity insurance as noted above. Fidelity insurance secured by subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent (if any) as beneficiary.

3. Fidelity Insurance coverage shall be maintained in full force and effect from the start date of this Grant Agreement until GRANTEE has submitted a Closeout Certification Form, subject to the following: Fidelity Insurance must be issued on either (a) a "loss sustained" basis; or (b) if issued on a "loss-discovered" basis, provide coverage for at least 6 months following the date of COMMERCE's receipt of the Closeout Certification Form.

ii. The insurance required shall be issued by an insurance company authorized to do business within the State of Washington. Except as otherwise set forth in this Section, each insurance policy shall name "the State of Washington the Department of Commerce, its agents, officers, and employees" as additional insureds on all policies. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE 30 calendar days' advance notice of any insurance cancellation or modification.

iii. The GRANTEE shall submit to COMMERCE within 15 calendar days of the Grant Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section including, without limitation, the type of insurance coverage under the policy, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided 30 days' advance written notice of cancellation. During the term of the Grant Agreement, the GRANTEE shall submit renewal certificates not less than 30 calendar days prior to expiration of each policy required under this Section. Additionally, GRANTEE shall provide copies of insurance instruments or certifications at COMMERCE's request and until six month after COMMERCE has received a Closeout Certification Form from GRANTEE. Copies of

such insurance instruments and certifications will be provided within 15 calendar days of COMMERCE's request unless otherwise agreed to by the parties.

iv. GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate Claim liability information reported on the balance sheet. The State of Washington, the Department of Commerce, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Grant Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1) Applicable federal and State of Washington statutes and regulations
2) Special Terms and Conditions
3) General Terms and Conditions
4) Attachment A – Scope of Work
5) Attachment B – Project Budget
6) Attachment C – Certification of the Availability of Funds to Complete the Project
7) Attachment D – Certification of the Payment and Reporting of Prevailing Wages
8) Attachment E – Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process
9) Application as submitted by the GRANTEE for funding
10) Notice of Funding Availability
11) Program Guidelines, as revised. GRANTEE acknowledges that the Program Guidelines may be revised by COMMERCE from time to time and agrees that the most recent version of the Guidelines shall be applicable. COMMERCE will post notice on its website https://www.commerce.wa.gov/building-infrastructure/capital-facilities/ drawing attention to the sections of the Guidelines that have been revised.

13. REDUCTION IN FUNDS

In the event that funds appropriated for the Project contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature, or other funding source, during the Grant Agreement period, the parties understand and agree that COMMERCE may suspend, amend, or terminate the Grant Agreement to abide by the revised funding limitations. The parties understand and agree that GRANTEE shall be bound by any such

revised funding limitations as implemented at the discretion of COMMERCE and shall meet and renegotiate the Grant Agreement accordingly.

14. REAPPROPRIATION

A. The parties hereto understand and agree that any State funds not expended by the End Date listed on the Face Sheet will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the State's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.

B. In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

15. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; **provided, however, that** COMMERCE may be granted a security interest in real property to secure funds awarded under this Grant Agreement. This provision does not extend to Claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

16. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved using state funds under this Grant Agreement shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for the Commitment Period as defined in Special Terms and Conditions Section 6(B).

B. This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this Section; **provided, however, that** any such sale shall be subject to prior review and approval by COMMERCE and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.

C. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility. Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

17. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

A. The GRANTEE understands and agrees that any and all real property or facilities leased by the GRANTEE that are constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of the Commitment Period as defined in Special Terms and Conditions Section 6(B).

B. In the event the GRANTEE is found to be out of compliance with this Section, the GRANTEE shall repay to the state general fund pursuant to General Terms and Conditions Section 34, the principal amount of the funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of

Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility Repayment shall be made pursuant to General Terms and Conditions Section 27 (Recapture). This repayment is in addition to any other remedies available at law or in equity.

18. MODIFICATION TO THE PROJECT BUDGET

A. Notwithstanding any other provision of this Grant Agreement, the GRANTEE may, at its discretion, make modifications to line items in Attachment B (Project Budget) that will not increase the line item by more than 15%.

B. The GRANTEE shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in Attachment B (Project Budget) that would increase the line item by more than 15%. Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this Grant Agreement that would cause one or more budget line items to exceed the 15% threshold increase described above.

C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this Grant Agreement will retain and make any and all documents related to such budget modifications a part of their respective Grant Agreement file.

D. Nothing in this Section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Special Terms and Conditions Section 2 (Compensation) of this Grant Agreement.

19. SIGNAGE, MARKERS AND PUBLICATIONS

A. Taxpayers of Washington State as participant in funding Project

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify “The Taxpayers of Washington State” as a participant.

B. Ensure coordinated Climate Commitment Act branding.

If Climate Commitment Act funding is involved in this Grant Agreement, then the following provisions apply to GRANTEE and its subgrantees/subcontractors including, without limitation, any and all contractors, subgrantees/subcontractors, service providers, and others who assist GRANTEE in implementing the Project in order to strengthen public awareness of how CCA funding is used and to ensure consistent branding and funding acknowledgments:

i. Funding source acknowledgement. - The GRANTEE must display or circulate in any and all communications including, without limitation, on websites and in announcements, press releases, and publications used for media-related activities, publicity, and public outreach that: “The is supported with funding from Washington’s Climate Commitment Act. The CCA supports Washington’s climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.”

ii. Include the “Climate Commitment Act” logo at climate.wa.gov/brandtoolkit, consistent with the branding guidelines posted at climate.wa.gov/brandtoolkit for:

a. any Project website or webpage that includes logos from other funding partners; and/or
b. any Project media or public information materials that include logos from other funding partners; and/or
c. On-site signage, to the extent possible. By way of example only, this means that for consumer-related projects or programs, a decal may be placed on front of installed heat pump or a logo printed on a delivery tag.

iii. The GRANTEE is responsible for ensuring that its subgrantees/subcontractors comply with Section 19(B).

20. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall cooperate with COMMERCE to complete the requirements of Governor's Executive Order 21-02 or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the State of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the Project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation (DAHP), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the State's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subgrants/subcontracts for work or services related to the Project described in Attachment A (Scope of Work).

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records, RCW 27.53 regarding Archaeological Sites and Resources, RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves, and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the GRANTEE finds it necessary to amend the Project described in Attachment A (Scope of Work), the GRANTEE may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

21. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant Agreement.

22. FRAUD AND OTHER LOSS REPORTING

GRANTEE shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Grant Agreement immediately or as soon as practicable to the COMMERCE Representative identified on the Face Sheet.

23. PUBLIC RECORDS ACT

Notwithstanding General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE is a public agency subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by COMMERCE or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Grant Agreement is not intended to alter COMMERCE's obligations under the PRA. The parties agree that if COMMERCE receives a public records request for files that may include confidential information under General Terms and Conditions Section 13 (Confidentiality/Safeguarding of Information), COMMERCE may notify the other party of the request and of the date that the records will be released to the requester unless GRANTEE obtains a court order enjoining disclosure. If the GRANTEE fails to obtain the court order enjoining disclosure, COMMERCE may release the requested information on the date specified. If the GRANTEE obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, COMMERCE shall maintain the confidentiality of the information per the court order.

24. APPLICABILITY OF COPYRIGHT PROVISIONS TO ARCHITECTURAL/ENGINEERING DESIGN WORK

General Terms and Conditions Section 16 (Copyright Provisions) are not intended to apply to any architectural and engineering design work funded by this Grant Agreement.

25. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. General Terms and Conditions Section 47 (Treatment of Assets) is superseded by this provision.

GENERAL TERMS AND CONDITIONS
GENERAL GRANT
STATE FUNDS

1. DEFINITIONS

As used throughout this Grant Agreement, the following terms shall have the meaning set forth below:

A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
B. "Claim" shall mean any and all claims, losses, costs, damage, expenses, liabilities, liens, actions, causes of action (whether in tort or contract, law or equity, or otherwise), and attorneys' fees and costs.
C. "COMMERCE" shall mean the Washington State Department of Commerce.
D. "Grant Agreement" shall mean the entire written agreement between COMMERCE and the GRANTEE, including any attachments, exhibits, documents, or materials incorporated by reference, and any amendments executed by the parties.
E. "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant Agreement and shall include all employees and agents of the GRANTEE.
F. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use, or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
G. "State" shall mean the State of Washington.
H. "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant Agreement under a separate subcontract or subgrant with the GRANTEE. The term "subgrantee/subcontractor" refers to any tier.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant Agreement to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant Agreement shall be made by COMMERCE.

4. ALL WRITINGS CONTAINED HEREIN

This Grant Agreement contains all the terms and conditions agreed upon by the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

5. ALLOWABLE COSTS

Costs allowable under this Grant Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Grant Agreement Award or Amendment Face Sheet.

6. AMENDMENTS

This Grant Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant Agreement shall be deemed to exist or to bind any of the parties hereto.

7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE 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.

8. ASSIGNMENT

Neither this Grant Agreement nor any Claim arising under this Grant Agreement, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

9. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant Agreement, in the event of litigation or other action brought to enforce Grant Agreement terms, each party agrees to bear its own attorneys' fees and costs.

10. AUDIT

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services and provide documentation of the audit to COMMERCE based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees/subcontractors also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees/subcontractors.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within 30 calendar days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a qualified certified public accountant.

The GRANTEE shall include the above audit requirements in any and all subgrants or subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE at any time during the Commitment Period as defined in Special Terms and Conditions Section 6(B).

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than 9 months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to comacctoffice@commerce.wa.gov or a hard copy to:

Washington State Department of Commerce
ATTN: Audit Review and Resolution Office
1011 Plum Street SE
PO Box 42525
Olympia. WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

i. Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE; and
ii. Copy of the Management Letter.

If the GRANTEE is required to obtain a single audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

11. BREACHES OF OTHER STATE CONTRACTS

GRANTEE is expected to comply with all other contracts and grant agreements executed between GRANTEE and the State of Washington. A breach of any other contract or grant agreement entered into between GRANTEE and the State of Washington may, in COMMERCE's sole discretion, be deemed a breach of this Grant Agreement.

12. CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this Section includes:

i. All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE; and

ii. All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the GRANTEE that may not be disclosed under state or federal law.

B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant Agreement and shall not use, share, transfer, sell, or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale, or disclosure of Confidential Information or violation of any related state or federal laws. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such

policies and procedures as they apply to this Grant Agreement whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within 5 working days of GRANTEE's discovery of any unauthorized use or disclosure of any confidential information and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

14. CONFORMANCE

If any provision of this Grant Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

15. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, RCW 42.52 and RCW 42.23, or any similar statute involving the GRANTEE in the procurement of, or performance under, this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to RCW 42.52. The GRANTEE and all subgrantees/subcontractors (if any) must identify any person employed in any capacity by the State of Washington that worked on this Grant Agreement, or any matter related to the Project funded under this Grant Agreement or any other state funded project, including, but not limited to, formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant Agreement. Any person identified by the GRANTEE and their subgrantees/subcontractors (if any) must be identified individually by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in Section 18 General Terms and Conditions (Disputes) of this Grant Agreement.

16. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event that the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, and register as well as the ability to transfer these rights.

For Materials that are delivered under the Grant Agreement, but that incorporate pre-existing materials not produced under the Grant Agreement, the GRANTEE grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant Agreement. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant Agreement. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

17. DISALLOWED COSTS

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees/subcontractors.

18. DISPUTES

Except as otherwise provided in this Grant Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- **i.** be in writing;
- **ii.** state the disputed issues;
- **iii.** state the relative positions of the parties;
- **iv.** state the GRANTEE's name, address, and Grant Agreement number; and
- **v.** be mailed to the Director and the other party's (respondent's) Grant Agreement Representative within 3 working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within 5 working days.

The Director or designee shall review the written statements and reply in writing to both parties within 10 working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

19. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other grant, subgrant/subcontract, contract, or

agreement, for the same services or expenses. The GRANTEE certifies that work to be performed under this Grant Agreement does not duplicate any work to be charged against any other grant, subgrant/subcontract, contract, or agreement.

20. GOVERNING LAW AND VENUE

This Grant Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought shall be in the Superior Court for Thurston County.

21. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the State of Washington, COMMERCE, agencies of the State, and all officials, agents, employees, and representatives of the State, from and against all Claims for injuries or death arising out of or resulting from the performance of the Grant Agreement.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any Claim by any and all of GRANTEE'S agents, employees, representatives, and/or subgrantee(s)/subcontractor(s) (and their agents, employees, and representatives, to the extent that GRANTEE is using any subgrantee/subcontractor for the Project).

The GRANTEE'S obligations shall not include such Claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and/or employees. If the Claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents, and/or employees and (b) the GRANTEE, its subgrantees/subcontractors, agents, and/or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the GRANTEE (and/or its subgrantees/subcontractors) and their agents, officers, representatives, and/or employees.

The GRANTEE waives its immunity under RCW 51 to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officers, agents, and/or employees.

22. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant Agreement. The GRANTEE and its employees, officers, representatives, and/or agents performing under this Grant Agreement are not employees or agents of the State of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege, or benefit which would accrue to such officer or employee under law. Conduct and control of the work associated with the Project will be solely with the GRANTEE.

23. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of RCW 51 (Industrial Insurance). If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement and transmit the deducted amount to the Department of Labor and Industries (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

24. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations, and policies of local and state and federal governments, as now or hereafter amended.

25. LICENSING, ACCREDITATION, AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements or standards necessary for the performance of this Grant Agreement.

26. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to enter, alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

27. LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, GRANTEE shall participate in local public transportation forums and implement strategies designed to ensure access to services.

28. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

A. During the performance of this Grant Agreement, the GRANTEE, including any subgrantee/subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations, and policies including, but not be limited to, not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subgrantee/subcontractor, has a collective bargaining or other agreement. The funds provided under this Grant Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Grant Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subgrantee/subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subgrantee/subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subgrantee/subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subgrantee/subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subgrantee/subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subgrantee/subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

29. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;

B. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

i. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels; and/or

ii. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential; and/or

iii. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise Services determines that the GRANTEE is not in compliance with this Section.

30. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the Campaign Disclosure and Contribution provisions of RCW 42.17a and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

31. PREVAILING WAGE LAW

The GRANTEE certifies that all subgrantees/subcontractors performing work on the Project shall comply with State Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this Grant Agreement, including, but not limited to, the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request. The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

32. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Grant Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant Agreement **provided, however, that** reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as Project costs.

33. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the State of Washington or COMMERCE's name is mentioned, or language used from which the connection with the State of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

34. RECAPTURE

In the event that the GRANTEE fails to perform this Grant Agreement in accordance with state or federal laws, and/or the provisions of this Grant Agreement, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance (which may include all funds disbursed under the Grant Agreement, along with interest at the rate of the higher of: (i) five percent (5%) per annum, or (ii) the rate of interest of state of Washington general obligation bonds issued on the date most close in time to the effective date in which legislation authorized funding for the subject facility) in addition to any other remedies available at law or in equity.

COMMERCE's ability to recapture or seek remedies shall survive any receipt of a Closeout Certification Form or termination of this Grant Agreement.

Repayment by the GRANTEE of funds under this Section shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant Agreement.

35. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data, and other evidence relating to this Grant Agreement and performance of the services described herein, including, but not limited to, accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant Agreement.

GRANTEE shall retain such records for a period of 6 years following the date of final payment. At no additional cost, these records, including materials generated under the Grant Agreement, shall be subject at all reasonable times to inspection, review, or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation, or agreement.

If any litigation, Claim, or audit is started before the expiration of the 6 year period, the records shall be retained until all litigation, Claims, or audit findings involving the records have been resolved.

36. REGISTRATION WITH DEPARTMENT OF REVENUE AND SECRETARY OF STATE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue and current with all required filings. Nonprofit and for-profit businesses must also be registered with the Washington Secretary of State.

37. RIGHT OF INSPECTION

At no additional cost, the GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the State of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant Agreement. At no additional cost, the GRANTEE shall also provide any documents related to this Grant Agreement to COMMERCE upon request to assist COMMERCE in the periodic monitoring of this Grant Agreement.

38. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant Agreement and prior to normal completion, COMMERCE may terminate the Grant Agreement under the "Termination for Convenience" clause, without the 10 calendar day notice requirement. In lieu of termination, the Grant Agreement may be amended to reflect the new funding limitations and conditions.

39. SEVERABILITY

The provisions of this Grant Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant Agreement.

40. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, and/or subgrantees/subcontractors shall conform in all respects with physical, fire, and other security policies or regulations.

41. SUBGRANTING/SUBCONTRACTING

A. GRANTEE must execute binding agreements with all subgrantees/subcontractors that will perform work under this Grant Agreement.

B. GRANTEE must ensure that any and all subgrantees/subcontractors that perform work related to this Project are duly authorized and licensed in Washington State to perform the work contemplated by this Grant Agreement.

C. Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work associated with the Project contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include grants of employment between the GRANTEE and personnel assigned to perform work associated with the Project under this Grant Agreement.

D. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this Grant Agreement are carried forward to any subgrants/subcontracts. Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for Claims or damages arising from a subgrantee's/subcontractor's performance of the subgrant/subcontract. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

E. Data Collection - GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant Agreement performed by subgrantees/subcontractors and the portion of grant funds expended for work performed by subgrantees/subcontractors, including, but not necessarily limited to, minority-owned, woman-owned, and veteran-owned business subcontractors. "Subgrantees/subcontractors" shall mean subgrantees/subcontractors of any tier.

42. SURVIVAL

The terms, conditions, and warranties contained in this Grant Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Grant Agreement shall so survive including, without limitation, any Recapture provision in this Grant Agreement.

43. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, and/or any other taxes, insurance, or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

44. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant Agreement in a timely manner, COMMERCE has the right to suspend or terminate this Grant Agreement. Before suspending or terminating the Grant Agreement, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant Agreement may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant Agreement and the replacement or cover Grant Agreement and all administrative costs directly related to the replacement Grant Agreement (e.g., cost of the competitive bidding, mailing, advertising and staff time).

COMMERCE reserves the right to suspend all or part of the Grant Agreement, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant Agreement. A termination shall be deemed a "Termination for Convenience" under General Terms and Conditions Section 45 (Termination for Convenience) if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

45. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant Agreement, COMMERCE may, by 10 business days written notice, beginning on the second day after the mailing, terminate this Grant Agreement, in whole or in part. If this Grant Agreement is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant Agreement for services rendered or goods delivered prior to the effective date of termination.

46. TERMINATION PROCEDURES

Upon termination of this Grant Agreement, COMMERCE, in addition to any other rights provided in this Grant Agreement, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant Agreement as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant Agreement. COMMERCE may withhold from any amounts due the GRANTEE such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the GRANTEE shall:

1) Stop work under the Grant Agreement on the date, and to the extent specified, in the notice;
2) Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant Agreement that is not terminated;
3) Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all Claims arising out of the termination of such orders and subgrants/subcontracts;
4) Settle all outstanding liabilities and all Claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5) Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant Agreement had been completed, would have been required to be furnished to COMMERCE;
6) Complete performance of such part of the work associated with the Project as shall not have been terminated by the Authorized Representative; and
7) Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant Agreement, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

47. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant Agreement, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant Agreement, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant Agreement, or (ii) commencement of use of such property in the performance of this Grant Agreement, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant Agreement.
B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant Agreement

All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

48. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant Agreement unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant shall be used by City of Battle Ground to renovate the Battle Ground Senior Center located at 116 NE 3rd Ave, Battle Ground, WA 98604.

This Project will include, but not be limited to, renovation of the Battle Ground Senior Center with project elements including: upgrades to the existing kitchen, making the bathrooms ADA accessible, updating/replacing fixtures, lighting, and flooring, and creating an outdoor space/covered patio. The specific changes are as listed:

Outdoor Space:

- New concrete patio
- Roof line extension to create new patio cover structure
- Outdoor lighting
- Demo of existing concrete masonry unit building wall to create French doors and a new window
- Grading to accommodate new patio
- Remove and replace:
    - **i.** Existing fencing
    - **ii.** Building gutters and downspouts, roof and siding

Whole Building:

- Install new paint
- Remove and replace
    - **i.** Lighting fixtures
    - **ii.** Baseboards
    - **iii.** All windows and doors (exterior/interior)

Bathroom ADA Retrofits:

- Install vertical grab bars

Event Space/Main Room and Storage Room:

- Remove and replace:
    - **i.** Flooring (including asbestos abatement)
    - **ii.** Finishes (chair rail, ceiling tile)
- New interior partition wall dividing storage room
- New ductwork/HVAC serving storage room

Kitchen and Utility Rooms:

- New Type 2 Range Hood + Associated Venting
- New finishes (flooring, paint, ceiling tiles, back splash)
- Plumbing rework and new fixtures
- Remove and replace:
    - **i.** Grease interceptor and mop sink
    - **ii.** Water heater and furnace
    - **iii.** Cabinetry and countertops
    - **iv.** Kitchen appliances
    - **v.** Flooring
    - **vi.** Roll up service window

This Project will serve as a benefit to the public by better serving our seniors and our community in Battle Ground, as it is rented out at a low cost to seniors for programming and events.

This Project is anticipated to be completed by April 2025.

Costs related to the work associated with the Project will only be reimbursed to the extent the work is determined by Commerce to be within the scope of the legislative appropriation.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Scope of Work set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

ATTACHMENT B - PROJECT BUDGET

Line Item	**Funding Amount**
Construction	$299,730
Total Project Budget	$299,730

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the Project Budget set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

ATTACHMENT C - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Non-State Fund Sources	**Amount**	
N/A	$0	
Total Non-State Funds	**$0**	
State Funds	Amount	
State Capital Budget	$299,730.00	
Total Non-State and State Sources	**$299,730**	
Holdback:	**0%**	**$0**
Project Reimbursement Rate	**100%**	

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that Project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project and shall make such records available for COMMERCE's review upon reasonable request.

_____
GRANTEE

_____
TITLE

_____
DATE

ATTACHMENT D - CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subgrantees/subcontractors performing work on the Project shall comply with prevailing wage laws set forth in RCW 39.12, as applicable on the date the Project appropriation becomes effective, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with RCW 39.12 and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

_____
GRANTEE

_____
TITLE

_____
DATE

ATTACHMENT E - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

NOT APPLICABLE

GRANTEE

TITLE

DATE

AFFIDAVIT AND INDEMNITY BY OWNER
Extended Coverage Policies

STATE OF WASHINGTON

Title Order No.: 612895310-LB

COUNTY OF CLARK

WHEREAS the undersigned Affiant (if more than one, herein collectively called the Affiant) is the owner of the land (the Land) described in that certain Commitment for Title Insurance issued by Fidelity National Title Company of Washington, Inc. (the Company) under No. 612895310 (the Commitment), for an ALTA Owner's and/or Loan Policy of title insurance (the Policy or Policies),

AND WHEREAS, the Proposed Insured(s) under said Commitment is/are requesting the Company to issue its Policy or Policies with Extended Coverage, and to delete therefrom the General Exceptions relating to rights or claims of parties in possession, survey matters, unrecorded easements and statutory lien rights for labor or materials, or other matters determinable only by survey, inspection or inquiry,

AND WHEREAS the Affiant acknowledges that the Company would refrain from issuing said Policy or Policies without showing said General Exceptions in the absence of the representations, agreements and undertakings contained herein.

Nothing contained herein shall be construed so as to obligate the Company to issue said Policy or Policies without showing said General Exceptions. However, should the Company do so, it will do so in part in reliance upon the undertakings of the undersigned Affiant. The issuance of the Policy or Policies shall be the consideration for the undertakings contained herein.

The Company reserves the right to require additional indemnification and/or a survey in connection with analyzing its risk in deleting said General Exceptions, and to take special exception for any adverse matters disclosed by this affidavit, a survey or an inspection of the Land.

AFFIDAVIT

The Affiant, being first duly sworn, deposes and says that:

1. Said Land has been owned and occupied by the Affiant for _____ years and the Affiant's enjoyment thereof has been peaceable and undisturbed. There are no other persons (including trusts, corporations, partnerships or limited liability companies) which assert an interest in the property, except (if none, check "None"): ☑ **NONE**

2. The Land at present is in use as: BATTLE GROUND SENIOR CENTER.

3. There are no oral or written leases, tenancies or other occupancies, nor any rights of first refusal or options to purchase said land, except (attach list, if necessary, and attach copies of any written agreements or rent rolls, if any; (if none, check "None"): ☑ **NONE**

AFFIDAVIT AND INDEMNITY BY OWNER
Extended Coverage Policies
(continued)

4. There are no contracts for the making of repairs or for new construction on said Land or for the services of architects, engineers or surveyors, nor are there any unpaid bills or claims for labor or services performed or material furnished or delivered during the last one hundred twenty (120) days for alterations, repair work or new construction on said Land, including site preparation, soil tests, site surveys, demolition, etc., except (if none, check "None"): ☐ **NONE**

There currently exist several contracts related to the Battle Ground Senior Center Remodel project, which is the same project for which grants funds from the Department of Commerce will be used to construct. Contracts include: Architectural, Structural Engineering, Cost estimating, and Mechanical, Electrical, and Plumbing Engineering. There are no unpaid bills associated with these contracts.

5. Neither the Affiant nor any principal of the Affiant has filed a petition for bankruptcy, which action is pending, nor is Affiant subject to a pending plan in bankruptcy, nor is Affiant a party to any pending action, nor has Affiant been served with a summons and complaint nor received any notice of any action which is pending against Affiant, except (if none, check "None"): ☑ **NONE**

6. There are no unpaid or unsatisfied (1) mortgages, deeds of trust, contracts, security agreements, claims of lien, or judgments, (2) special assessments for sewer, water, road or other local improvement districts, or taxes, including taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records, or (3) service, installation, connection, tap, capacity or construction charges for sewer, water, electricity, natural gas or other utilities, or garbage collection and disposal, which are not shown in the referenced commitment, except (if none, check "None"): ☑ **NONE**

7. There are no unpaid amounts of public funds advanced under the provisions of one or more various federal acts relating to health care (including, but not limited to, the Hill-Burton Act (Title 42 USCA, §291, et seq.) or under any state statutes enacted pursuant thereto, which would constitute a lien against the Land, except (if none, check "None"): ☑ **NONE**

AFFIDAVIT AND INDEMNITY BY OWNER
Extended Coverage Policies
(continued)

INDEMNITY

The Affiant hereby agrees (1) to indemnify, protect, defend and save harmless the Company from and against any and all loss, costs, damages, and attorney's fees it may suffer, expend or incur under or by reason, or in consequence of or growing out of any such matters not identified in the answers to the questions in the above affidavit, and (2) to defend at the Affiant's own costs and charges in behalf of and for the protection of the Company and of any parties insured or who may be insured against loss by it under said Policy or Policies (but without prejudice to the right of the Company to defend at the expense of the Affiant if it so elects) and every suit, action or proceeding in which any such matters may be asserted or attempted to be asserted, established or enforced with respect to said Land.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

City of Battle Ground, a municipal corporation

BY:_____
Kris Swanson, City Manager

State of _____

County of _____

This instrument was acknowledged before me on _____ by _____.

_____
Name: _____
Notary Public in and for the State of _____,
Residing at: _____,
My appointment expires: _____

PROMISSORY NOTE

City of Battle Ground **$299,730.00** **Battle Ground, Washington**

Date: August 26, 2024

FOR VALUE RECEIVED, City of Battle Ground, a Washington Municipal Corporation ("Grantee"), promises to pay in lawful money of the United States of America, to the order of State of Washington Department of Commerce, Community Capital Facilities or its successor agency ("Grantor") at 1011 Plum Street, SE, Post Office Box 42525, Olympia, Washington 98504-2525, the principal sum of Two Hundred Ninety-Nine Thousand Seven Hundred Thirty and 00/100 dollars (**$299,730.00**) or so much thereof as may be advanced hereunder.

This Note is subject to the terms and conditions of the Community Capital Facilities Unit Grant Agreement, Grant Number **25-96647-012** ("Contract") executed between the Grantee and the Grantor pursuant to which Grantor has awarded Grantee funds for the purposes outlined in the Contract (the "Award"). Disbursement of the funds evidenced by this Note is to be made subject to the terms and conditions of the Contract. Grantee agrees that a schedule of the dates and amounts of advances and repayments on this Note certified by an officer of Grantor shall be conclusive evidence for all purposes of such dates and amounts. All amounts payable hereunder shall be paid without any set-off or deduction of any nature.

Grantor has no expectation of repayment of the Award so long as the award funds are used according to the conditions set out in the Contract. If the Award is not used as required by the Contract for a period of **ten (10) years** as required in the Contract, Grantor shall be entitled to the unpaid principal balance of this Note with interest at a rate of 5% per annum.

In case Grantee defaults under this Note, Grantee agrees to pay all of Grantor's costs of collection, including but not limited to, reasonable attorney's fees incurred by Grantor or the holder of this Note whether or not suit is instituted. If any legal proceedings are instituted relating to this Note, including without limitation any arbitration, bankruptcy, trial, or appellate proceedings, Grantee will pay Grantor's costs, including reasonable attorney's fees in all such proceedings.

Grantee hereby waives presentment and demand for payment, notice of dishonor, protest, notice of protest, and any other notice not specifically required by the Contract.

This Note is secured by a Deed of Trust covering property situated in Clark County, Washington, and shall be construed, enforced and otherwise governed by the laws of the State of Washington.

Notwithstanding anything to the contrary herein, Grantee's respective officers, employees, agents and contractors shall have no personal liability for payment of the indebtedness evidenced hereby or performance of the covenants set forth in this Note, or in the Contract, and the recourse of the holder hereof shall be confined to the exercise of its rights under the Contract and Deed of Trust, provided that nothing shall diminish the Grantee's liability for damages or deficiencies resulting from theft, waste, fraud, material misrepresentation or misuse of rents by Grantee's assigns and their respective officers, employees, agents and contractors.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, TO EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

The individual, by signing below, warrants that they have the authority to sign this Note.

City of Battle Ground,
a Washington Municipal Corporation

By: _____

Printed Name _____

Title: _____

When Recorded Return To:

The Washington State Department of Commerce
Local Government Division
1011 Plum Street, SE
Post Office Box 42525
Olympia, Washington 98504-2525
Local Community Projects
Attention: Real Estate Development and Services

DEED OF TRUST

Grantor (Borrower):	**City of Battle Ground**
Beneficiary (Lender):	Department of Commerce, Community Capital Facilities
Grantee (Trustee):	Fidelity National Title Company of Washington, Inc
Legal Description (abbreviated):	Tax Lot #307, Section 35, Township 4 North, Range 2 East
Assessor's Tax Parcel ID#:	091051305
Grant Number:	**25-96647-012**

THIS DEED OF TRUST is made this 26th day of August, 2024, between City of Battle Ground, a Washington Municipal Corporation, whose mailing address is 109 SW 1st Street, Battle Ground, WA 98604 ("Grantor"); Fidelity National Title Company of Washington, Inc, whose mailing address is 655 W. Columbia Way, Suite 200, Vancouver, Washington 98660, as Trustee ("Trustee"); and the Washington State Department of Commerce, or its successor agency, as Beneficiary ("Beneficiary"), whose address is 1011 Plum Street SE, P.O. Box 42525, Olympia, WA 98504-2525.

1. Grant. Grantor hereby bargains, sells and conveys to Trustee in trust for the benefit of Beneficiary, with power of sale the real property located in Clark County, Washington described as:

Beginning at a point that is 750 feet East and 490 feet North of the Southwest corner of Section 35, Township 4 North, Range 2 East of the Willamette Meridian, Clark County Washington; thence West 200 feet; thence North 60 feet; thence East 200 feet; thence South 60 feet to the Point of Beginning,

(the "Property") together with all tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments and appurtenances belonging or in any way pertaining to the Property, and the rents, issues and profits thereof. Said Property is not used principally, or at all, for agricultural or farming purposes.

2. Obligations Secured. This Deed of Trust is given for the purpose of securing the following:

(a) Payment in the amount of Two Hundred Ninety-Nine Thousand Seven Hundred Thirty and 00/100 dollars (**$299,730.00**) with interest thereon, if any, according to the terms of a Promissory Note (the

"Note") of even date herewith, payable by the Grantor to the Beneficiary, including all renewals, modifications and extensions thereof;

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor under the Note; and

(c) Performance of each agreement, term and condition set forth in this Deed of Trust and in the Community Capital Facilities Grant Agreement for Grant Number **25-96647-012** between Grantor and Beneficiary, their successors or assigns, as now or hereafter amended (the "Contract").

3. Protection of Security. To protect the security of this Deed of Trust, Grantor covenants and agrees:

3.1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, conditions and restrictions affecting the Property.

3.2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.

3.3. To keep all buildings now or hereafter on the Property continuously insured against loss by fire or other hazards in an amount not less than the replacement cost of the Property. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine, subject to the rights of any senior lien-holder. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, and subject to the rights of the Beneficiary or beneficiaries of any senior deed of trust, all rights of Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

3.4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

3.5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

3.6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may, but shall not be obligated, to pay the same, and the amount so paid shall be added to and become a part of the debt secured by this Deed of Trust. The payment of such sums by Beneficiary and addition of the amount thereof to the principal balance secured hereby shall not constitute a waiver of the default.

4. General Conditions. The parties hereto agree that:

4.1. In the event of any fire or other casualty to the Property or eminent domain proceedings resulting in condemnation of the Property or any part thereof, Grantor shall have the right to rebuild the Property, and to use all available insurance or condemnation proceeds therefore, provided that (a) such proceeds are sufficient to keep the loan in balance and rebuild the Property in a manner that provides adequate security to the Beneficiary for repayment of the loan, or if such proceeds are insufficient to provide adequate security or to keep the loan in balance, then Grantor has funded any deficiency; (b) Beneficiary shall have the right to approve plans and specifications for any major rebuilding and the right to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and such approval shall not be unreasonably withheld; and (c) no material default then exists under the Note, this Deed of Trust or the Contract. If the casualty or condemnation affects only part of the Property and total rebuilding is infeasible, then such insurance

and/or condemnation proceeds may be used for partial rebuilding and partial repayment of the loan in a manner that provides adequate security to the Beneficiary for repayment of the remaining balance of the loan.

4.2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

4.3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligations secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4.4. Power of Sale. Pursuant to Chapter 61.24 of the Revised Codes of Washington and upon default by Grantor without timely cure and after written notice of thirty (30) days in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable. In such event and upon written notice of Beneficiary, the Property shall be sold, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person may bid at the Trustee's sale. Subject to the rights of the beneficiary or beneficiaries of any senior deed of trust, the proceeds of the sale shall be applied as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the person or persons entitled thereto.

4.5. A Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser for value.

4.6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

4.7. Beneficiary may at any time appoint or discharge the Trustee.

4.8. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto and their successors and assigns. The terms "Grantor," "Trustee," and "Beneficiary" include their successors and assigns.

5. Acceleration. If without Beneficiary's prior written consent, all or any part of the Property or any interest in it is not used as required in the Contract, Beneficiary may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Deed of Trust. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is delivered or mailed within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

[SIGNATURE AND NOTARY PAGE FOLLOWS]

WITNESS the hand and seal of the Grantor on the day and year first written above.

City of Battle Ground,
a Washington Municipal Corporation

By: _____

Printed Name: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as the _____of **City of Battle Ground**, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the entity.

Dated: _____, 20____.

Notary Signature_____

Notary Printed Name:_____

Residing at:_____

Commission Expires:_____

REQUEST FOR FULL RECONVEYANCE

TO BE USED ONLY WHEN ALL OBLIGATIONS HAVE BEEN PAID AND ALL DUTIES PERFORMED UNDER THIS DEED OF TRUST.

TO: TRUSTEE:

The undersigned Beneficiary is the party entitled to the performance, benefits, duties, and payments under the Community Capital Facilities contract **25-96647-012** between Grantor and Beneficiary which is secured by this Deed of Trust and other legal documents.

The obligations thus secured have been fully paid, duties performed and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, including Contingent Interest, to cancel evidence of indebtedness secured by said Deed of Trust delivered to you with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you hereunder.

_____
Dated

_____
Name

_____
Title

PROFESSIONAL SERVICES AGREEMENT

Jill Karmy, Karmy Law Office
Prosecution Services

THIS AGREEMENT is entered into between the City of Battle Ground, a municipal corporation, hereinafter referred to as "the City", and **Jill Karmy, Karmy Law LLC,** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation: The Consultant is retained by the City to perform professional services in connection with the project designated as the **Prosecution Services.**

2. Scope of Services: Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. Time for Performance: Consultant shall perform all services and provide all work product required pursuant to this agreement from **January 1, 2025, to December 31, 2025**, unless the city grants an extension of such time in writing.

4. Payment: The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed **$10,500 per month** without express written modification of the agreement signed by the City.

   b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

   d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

   e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents: All documents, drawings, specifications, emails/text, URL's, and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant understands that the City is required to adhere to the Washington State Public Records laws and will produce all responsive records as necessary in accordance with RCW 42.56, and will maintain and retain all materials for the above named project in accordance with RCW 40.14. The Consultant is

required to provide all responsive materials requested for a public records or discovery request within the timeframe set forth by the City when such request is made at no additional expense to the city. The Consultant shall indemnify and hold harmless the City if the Consultant fails to provide materials responsive to the request or fails to conduct an appropriate search for records.

The Consultant acknowledges that the City is subject to RCW 42.56, the Public Disclosure Act, and this contract shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to the city and claimed by the Consultant to be confidential or proprietary, must be clearly identified as such by the Consultant. To the extent consistent with RCW Chapter 42.56, the City shall maintain the confidentiality of all such information marked or identified as confidential or proprietary.

The City will provide the Consultant any request for claimed proprietary or confidential information within five (5) business days of receipt of the request and provide the Consultant ten (10) business days after to obtain a court order enjoining production under RCW 42.56.540. If the Consultant fails to obtain a court order within the timeframe allowed, the City will disclose the claimed proprietary records .

6. Compliance with laws: Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement.

7. Indemnification: Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance requirements:

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

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum scope and amount of insurance. Consultant shall obtain insurance of types and amounts described below:

a. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

b. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Liability insurance appropriate to the Consultant's profession.

Minimum amounts of Insurance: The Consultant shall maintain the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

ii. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

City Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

The Contract Attorney represents the City and other contracting cities in the prosecution of all misdemeanor violations of state law and City ordinances. The Contract Attorney is an independent contractor in preparing, presenting cases for which they are responsible (see Exhibit A-Scope of Work) and in determining how to present a case for trial. The Contract Attorney has a key role in recommending sentencing for defendants. The Contract Attorney must maintain a close, but independent, working relationship with the police, court personnel, service providers, and defense counsel. Nothing herein shall be deemed to limit the discretion vested in the Contract Attorney or the immunity for such as may be allowed by law.

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

10. Professional Requirements

A. The Contract Attorney shall be licensed to practice law before the courts of record for the State of Washington. The Contract Attorney must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association of any of its attorneys; this requirement includes the requirement to report to the City any complaints made to the Washington State Bar Association, regardless of whether the complaint is related to work performed pursuant to this Agreement.

B. The Contract Attorney will keep current on legal issues and legislation relevant to prosecution.

C. In recognition of the special relationship between the City and the Contract Attorney, the Contract Attorney agrees not to participate as a lawyer in any case adverse to the City, Battle Ground, Ridgefield and LaCenter Police Department, or any other jurisdiction for which the City provides prosecution services for two {2) years following expiration or termination of this Agreement. This clause in no way changes any obligations, including, but not limited to, conflicts of interest as outlined in the Rules of Professional Responsibility (RPC).

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

12. Attorney fees. In the event of a lawsuit, arbitration or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.

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

- Title VI of the Civil Rights Act of 1964
  {42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973

(23 USC Chapter 3 Section 324)

- Rehabilitation Act of 1973
  (29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
  (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- Americans with Disabilities Act of 1990
  (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

The City is an equal opportunity provider and employer.

14. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

15. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

16. City's Right to Terminate Contract. Should the Consultant neglect to perform the work properly, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Consultant, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Consultant or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Consultant, but if such expense exceeds such unpaid balance, the Consultant shall pay the difference to the City.

17. Notices. Notices to the City of Battle Ground shall be sent to the following address:

Kris Swanson, City Manager
City of Battle Ground
109 SW 1st Street, Suite 221
Battle Ground, WA 98604

Notices to Consultant shall be sent to the following address:

Jill Karmy
Karmy Law Offices
2 South 56th Place, Suite 207
Ridgefield, WA 98642
(360) 887-6910

18. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

19. No Oral Representations or Changes to Contract. The City of Battle Ground has not made any oral changes to this agreement. To the extent that either Party to the contract relied upon any oral representation of the other Party, the Parties agree that all oral representations were merged and incorporated into this contract so that this contract is the complete agreement between the Parties. The Parties further agree and acknowledge that no representative of the City is authorized to grant oral permission to change the terms of the contract and reliance upon such oral representation is unreasonable on behalf of the Contractor. Any change to the contract shall be by written modification of the contract signed by both parties or by a written change order presented to the City and signed by the City Manager or his designee.

20. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Dated this _____ day of _____, 2024

CITY OF BATTLE GROUND

By _____
Kris Swanson, City Manager

CONSULTANT

By _____
Jill Karmy, Karmy Law

Attest/Authenticated:

_____
Elizabeth Halili, City Clerk

EXHIBIT "A"
SCOPE OF SERVICES

The scope of services are for the prosecution of criminal misdemeanors and gross misdemeanors, civil infractions, and criminal code enforcement.

Duties include but are not limited to:

Prosecution

- Review and make filing decisions on criminal cases;
- Conduct plea bargain negotiations and make appropriate offers consistent with law and regulations;
- Make sentencing and bail recommendations;
- Interview witnesses and victims of crimes;
- Advise victims of their rights and responsibilities;
- Communicate with the victim's advocate;
- Appear and represent the City at arraignments, pretrial hearings, motions, bench and jury trials, sentencing, and review hearings and appeals in connection with criminal misdemeanor and gross misdemeanor cases;
- Represent the City at contested traffic infraction hearings when offender is represented by an attorney;
- Represent the City at all in-custody hearings;
- Represent the City at restitution hearings;
- Argue motions;
- Process discovery;
- Create and maintain appropriate files;
- Prepares, presents, and responds to legal motions, memoranda, and briefs as necessary in the routine prosecution of criminal cases;
- Prepares subpoenas, jury instructions, and other trial-related documents and materials;
- Be available to police department employees regarding matters affecting criminal prosecution, including call-back availability and case follow-up;
- Be available to the Police Department for questions, legal advice, and review of search warrants during business hours and after business hours, by providing appropriate telephone numbers, cell phone numbers, email addresses, and voice mail access. Calls shall be returned as soon as practicable.
- Make recommendations to the City Attorney concerning amendments needed to the municipal code affecting the satisfactory prosecution of criminal matters;
- Provide legal research, training, and assistance to City police in criminal matters, including statutory interpretation, enforcement issues, and case decisions;
- Represent the City in the prosecution of drug, felony, and firearm forfeitures that are filed by the cities of Battle Ground, La Center, or Ridgefield Chief Law Enforcement Officer or his/her Designee. Notice of Intended Forfeitures and Seizure Hearings pursuant to RCW 69.50.505 and RCW 10.105.010 shall be set before the appropriate Chief Law Enforcement Officer or his/her designee within ninety (90) days of receipt of Notice of Demand for Hearing;
- Attend meetings with Police Department(s) as needed to address current issues and prepare Memoranda addressing legal ramifications if a course of action is contemplated

Paralegal

- Provide paralegal services as needed. City and consultant will work together to determine best practices for services.

- Provide staff assistance to the prosecutor. Preparing files for weekly court docket,

- Process discovery for public defense and privately retained attorneys.
- Prepare and send subpoenas to officers and witnesses for trial and depositions
- Conduct legal research and prepare written legal analysis and recommendations pertaining to legal questions raised by litigation claims and court cases
- Review and investigate factual matters and claims related to legal cases; assist with identifying who witnesses are and which depositions to take; interview witnesses; transcribe recorded interviews when necessary; and summarize findings.

OFFICE FACILITIES

The City will provide office space, furnishings and office equipment for one attorney and one support staff member of the Prosecutor.

EXHIBIT"B"
COMPENSATION

Base Rate: The Consultant shall receive a monthly retainer of $8,700 for prosecution and $1,800 for paralegal services set forth in Exhibit A In addition, the base rate includes all Extreme Risk Protection Orders and subsequent requests to renew said orders.

Costs: The City shall be the sole obligor and shall pay all witness fees, expert witness fees (including but not limited to Speed Measuring Device Experts), transcript and document fees, and interpreters' fees determined to be necessary by the Consultant in the preparation and disposition of its cases. The City shall approve all other anticipated fees before such expense is incurred. The City will not unreasonably delay in granting approval of such expenses. The City further agrees to hold the Consultant harmless from such expenses and costs as set forth hereinabove.

Assistant, Substitute, and Conflict Prosecutors: The City contracts with the Consultant for a monthly fee for prosecution services. Should the Consultant be absent, it shall be the responsibility of the Consultant to provide substitute coverage with a properly licensed State of Washington attorney who has been previously approved by the City Manager. The City will pay the conflict prosecutor directly, and the consultant will reduce the monthly retainer by the amount paid for conflict prosecution. The Consultant will be responsible for coverage and payment of coverage needed for vacation and sick leave.

If a "Conflict Prosecutor" is required, such Conflict Prosecutor shall be approved by the City through City Manager. The City is responsible for any costs associated with the Conflict Prosecutor where there is an actual conflict with the City.

Technology/Office Equipment: The City will provide associated technology for Karmy Law, including but not limited to; two (2) laptops, two (2) cell phones. The City will also provide office space and technology needs for both the paralegal and prosecutor.

EXHIBIT "C"

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or

   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- National Highway Traffic Safety Administration Act of 1973, {23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PROFESSIONAL SERVICES AGREEMENT FOR
PUBLIC DEFENDER SERVICES

THIS AGREEMENT is entered into between the City of Battle Ground, a municipal corporation, hereinafter referred to as "the City," and **Brandon Campbell, PLLC**, hereinafter referred to as the "Consultant," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as **Public Defender Services.**

2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement **January 1, 2025, through December 31, 2025,** from the date of this agreement, unless an extension of such time is granted in writing by the City.

4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed **the amounts outlined in Exhibit "B"** without express written modification of the agreement signed by the City.

   b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for projects completed to date. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due to the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

   d. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

   e. The Consultant's records and accounts pertaining to this agreement (excluding documents pertaining to attorney-client privilege) are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe, and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this agreement.

6. Indemnification. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Contractor's Liability Insurance. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agent, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Contractor shall obtain insurance of types and amounts described below:

a. Professional liability insurance appropriate to the consultant's profession in the amount of no less than $500,000.00 per claim and $1,000,000.00 policy aggregate limit.
b. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Verification Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Battle Ground as a named additional insured, before commencement of the work. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Contractor shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (S) business days notice to the Contractor to correct the breach, immediately terminate the contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due to the Contractor from the City.

8. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Attorney is aware that the Bailiff's are only available during open court sessions for security.

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

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

10. Attorney fees: In the event of a lawsuit, arbitration, or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.

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

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
  (29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
  (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- Americans with Disabilities Act of 1990
  (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. City's Right to Terminate Contract. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

15. Notices. Notices to the City of Battle Ground shall be sent to the following address:

Court Administrator
City of Battle Ground
109 SW 1st Street, Suite. 272
Battle Ground, WA 98604

Notices to Consultant shall be sent to the following address:

Brandon Campbell, PLLC
1409 Franklin Street, Suite 202
Vancouver, WA 98660

16. Integrated Agreement This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2025.

CITY OF BATTLE GROUND, WA

_____
By: City Manager

BRANDON CAMPBELL, PLLC

_____
By: Brandon Campbell

Attest/Authenticated:

_____
City Clerk

EXHIBIT "A" SCOPE OF SERVICES

DUTIES OF THE ATTORNEY.

(a) In the event of appointment of Attorney, the Attorney will advise and provide legal assistance to the persons against whom criminal proceedings are instituted or pending and who have been assigned to the Attorney by the Municipal Court Judge pursuant to this contract.

(b) All services by the Attorney shall be consistent with the Washington Code of Professional Responsibility.

(c) Attorney shall not charge or accept any fee or other compensation for services rendered pursuant to this agreement, except as provided herein.

(d) Scheduling and method of assignment will be the responsibility of the Municipal Court Clerk.

(e) Attorney understands that many cases will require additional work outside of regular Court days and agrees to schedule additional times outside of regular Court days in order to prepare for Court.

(f) A case ends at sentencing except for restitution. If restitution is drawn out or controversial, additional compensation may be allowed at the Judge's discretion.

(g) Attorney understands that their performance is subject to periodic review by the City.

(h) Attorney shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent per Standard 3.4. Efforts to be made to have readiness cases heard by 3:00 p.m. during day court and by 6:45 p.m. at night court.

(i) Attorney must make an annual report to the contracting jurisdiction on the extent of their private caseload, if any. Reports are required to provide the following information annually:
(1) The number and type of cases in their private practice. (i.e. cases handled outside a defense contract including but not limited to retained cases of any type),
(2) The number and type of other public defense contracts, if any, and
(3) The total hours billed for non-public defense cases, if any.

INTERPRETER. Attorney agrees to comply with RCW 2.42.220, effective July 1, 1990, regarding use of certified interpreters for indigent clients. Attorney will follow procedures established by the City to obtain qualified interpreters.

NONASSIGNABILITY. The Attorney shall not assign this contract or any rights or duties thereunder to any attorney without first obtaining consent of the City, or in the case of scheduling conflicts, consent of the Municipal Court Judge.

STANDARDS. In compliance with RCW 10.101.030 and case laws, the parties agree as follows:

(a) Types of cases assigned to attorney shall be limited to misdemeanors and infractions as heard by the Battle Ground Municipal Court.

(b) The case shall be monitored by the attorney and by the City and if the attorney concludes he has too heavy a caseload another attorney will be found by the City.

(c) The City shall pay for expert witness fees or other costs associated with the attorney representation as well as any administrative expenses.

(d) The attorney shall provide all support services needed by their office.

(e) The attorney shall provide monthly reports of activity of case management statistical information with invoices to the City.

(f) The attorney will provide all training and supervision necessary for members of their staff or newly admitted attorneys.

(g) The attorney will not take on any private practice that is in conflict with the City.

(h) Complaints from clients or discrimination will be directed by the attorney or City Court Staff to the Court Administrator. If there is an ethical complaint, the City reserves the right to refer the complaining party to the Washington Bar Association.

QUALIFICATIONS. In compliance with Standards for Indigent Defense attorney shall meet the following minimum professional qualifications:

(a) Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

(b) Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area.

(c) Be familiar with the Washington Rules of Professional Conduct.

(d) Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.

(e) Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction.

(f) Be familiar with mental health issues and be able to identify the need to obtain expert services.

(g) Complete seven (7) hours of continuing legal education within each calendar year in courses relating to public defense.

EXHIBIT "B" COMPENSATION

The city shall pay to Attorney the sum of three hundred dollars ($300.00) per case, as defined below, to be billed by Attorney each month as each case is assigned.

a) A "case" is defined as follows:

i) For each Defendant, one incident, including all charges that arise from that incident for the Defendant, irrespective of the number of citations filed or case numbers created; or

ii) Several incidents of like nature involving the same defendant in which the defendant is arraigned at one time, irrespective of the number of citations against the defendant.

b) Probation violations shall be billed at the rate of $75.00 per case with a maximum of $150.00 per defendant irrespective of the number of underlying citations on which the defendant is arraigned at one time.

c) If a defendant fails to appear on a case but appears later the same calendar year for the same matter, the attorney shall not bill the case a second time.

d} Standards for Indigent Defense limit attorney to the number of cases allowable per year based upon percentage of time spent on indigent defense to a maximum of 400 misdemeanor cases annually effective September 1, 2013 as the City does not engage in case weighting.

e) Billings are due upon completion of each month's assigned cases.

The City shall pay the Attorney a monthly retainer of two thousand dollars ($2,000). This retainer will not be paid in addition to paying per case. The Attorney shall continue to bill per case each month.

EXHIBIT "C" TITLE VI ASSURANCES

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"}, which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.

4. Information and Report: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA} to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC DEFENDER SERVICES

THIS AGREEMENT is entered into between the City of Battle Ground, a municipal corporation, hereinafter referred to as "the City," and **Boyd, Gaffney, Sowards & Treosti, PLLC, with Steven M. Sowards as the primary attorney**, hereinafter referred to as the "Consultant," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as **Public Defender Services.**

2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement **January 1, 2025, through December 31, 2025,** from the date of this agreement, unless an extension of such time is granted in writing by the City.

4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed **the amounts outlined in Exhibit "B"** without express written modification of the agreement signed by the City.

   b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for projects completed to date. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due to the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

   d. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

   e. The Consultant's records and accounts pertaining to this agreement (excluding documents pertaining to attorney-client privilege) are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe, and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this agreement.

6. Indemnification. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Contractor's Liability Insurance. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agent, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Contractor shall obtain insurance of types and amounts described below:

a. Professional liability insurance appropriate to the consultant's profession in the amount of no less than $500,000.00 per claim and $1,000,000.00 policy aggregate limit.
b. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Verification Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Battle Ground as a named additional insured, before commencement of the work. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Contractor shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (S) business days notice to the Contractor to correct the breach, immediately terminate the contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due to the Contractor from the City.

8. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Attorney is aware that the Bailiff's are only available during open court sessions for security.

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

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

10. Attorney fees: In the event of a lawsuit, arbitration, or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.

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

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
  (29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
  (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- Americans with Disabilities Act of 1990
  (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. City's Right to Terminate Contract. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

15. Notices. Notices to the City of Battle Ground shall be sent to the following address:

Court Administrator
City of Battle Ground
109 SW 1st. St., Ste. 272
Battle Ground, WA 98604

Notices to the Consultant shall be sent to the following address:

Steven M. Sowards, PLLC
713 W. Main St, #101 / P.O. Box 5
Battle Ground, WA 98604

16. Integrated Agreement This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this 15th day of OCTOBER, 2025.

CITY OF BATTLE GROUND, WA

_____
By: City Manager

BOYD, GAFFNEY, SOWARDS & TREOSTI, PLLC

_____
By: Steven M. Sowards
MANAGING MEMBER

Attest/Authenticated:

_____
City Clerk

EXHIBIT "A" SCOPE OF SERVICES

DUTIES OF THE ATTORNEY.

(a) In the event of appointment of Attorney, the Attorney will advise and provide legal assistance to the persons against whom criminal proceedings are instituted or pending and who have been assigned to the Attorney by the Municipal Court Judge pursuant to this contract.

(b) All services by the Attorney shall be consistent with the Washington Code of Professional Responsibility.

(c) Attorney shall not charge or accept any fee or other compensation for services rendered pursuant to this agreement, except as provided herein.

(d) Scheduling and method of assignment will be the responsibility of the Municipal Court Clerk.

(e) Attorney understands that many cases will require additional work outside of regular Court days and agrees to schedule additional times outside of regular Court days in order to prepare for Court.

(f} A case ends at sentencing except for restitution. If restitution is drawn out or controversial, additional compensation may be allowed at the Judge's discretion.

(g) Attorney understands that their performance is subject to periodic review by the City.

(h) Attorney shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent per Standard 3.4. Efforts to be made to have readiness cases heard by 3:00 p.m. during day court and by 6:45 p.m. at night court.

(i) Attorney must make an annual report to the contracting jurisdiction on the extent of their private caseload, if any. Reports are required to provide the following information annually:
(1) The number and type of cases in their private practice. (i.e. cases handled outside a defense contract including but not limited to retained cases of any type),
(2) The number and type of other public defense contracts, if any, and
(3) The total hours billed for non-public defense cases, if any.

INTERPRETER. Attorney agrees to comply with RCW 2.42.220, effective July 1, 1990, regarding use of certified interpreters for indigent clients. Attorney will follow procedures established by the City to obtain qualified interpreters.

NONASSIGNABILITY. The Attorney shall not assign this contract or any rights or duties thereunder to any attorney without first obtaining consent of the City, or in the case of scheduling conflicts, consent of the Municipal Court Judge.

STANDARDS. In compliance with RCW 10.101.030 and case laws, the parties agree as follows:

(a) Types of cases assigned to attorney shall be limited to misdemeanors and infractions as heard by the Battle Ground Municipal Court.

(b) The case shall be monitored by the attorney and by the City and if the attorney concludes he has too heavy a caseload another attorney will be found by the City.

(c) The City shall pay for expert witness fees or other costs associated with the attorney representation as well as any administrative expenses.

(d) The attorney shall provide all support services needed by their office.

(e) The attorney shall provide monthly reports of activity of case management statistical information with invoices to the City.

(f) The attorney will provide all training and supervision necessary for members of their staff or newly admitted attorneys.

(g) The attorney will not take on any private practice that is in conflict with the City.

(h) Complaints from clients or discrimination will be directed by the attorney or City Court Staff to the Court Administrator. If there is an ethical complaint, the City reserves the right to refer the complaining party to the Washington Bar Association.

QUALIFICATIONS. In compliance with Standards for Indigent Defense attorney shall meet the following minimum professional qualifications:

(a) Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

(b) Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area.

(c) Be familiar with the Washington Rules of Professional Conduct.

(d) Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.

(e) Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction.

(f) Be familiar with mental health issues and be able to identify the need to obtain expert services.

(g) Complete seven (7) hours of continuing legal education within each calendar year in courses relating to public defense.

EXHIBIT "B" COMPENSATION

City shall pay to Attorney the sum of three hundred dollars ($300.00) per case, as defined below, to be billed by Attorney each month as each case is assigned.

a) A "case" is defined as follows:

i) For each Defendant, one incident, including all charges that arise from that incident for the Defendant, irrespective of the number of citations filed or case numbers created; or

ii) Several incidents of like nature involving the same defendant in which the defendant is arraigned at one time, irrespective of the number of citations against the defendant.

b) Probation violations shall be billed at the rate of $75.00 per case with a maximum of $150.00 per defendant irrespective of the number of underlying citations on which the defendant is arraigned at one time.

c) If a defendant fails to appear on a case but appears later the same calendar year for the same matter, the attorney shall not bill the case a second time.

d) Standards for Indigent Defense limit attorney to the number of cases allowable per year based upon percentage of time spent on indigent defense to a maximum of 400 misdemeanor cases annually effective September 1, 2013 as the City does not engage in case weighting.

e) Billings are due upon completion of each month's assigned cases.

The City shall pay the Attorney a monthly retainer of two thousand dollars ($2,000). This retainer will not be paid in addition to paying per case. The Attorney shall continue to bill per case each month.

EXHIBIT "C" TITLE VI ASSURANCES

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"}, which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.

4. Information and Report: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA} to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

PROFESSIONAL SERVICES AGREEMENT FOR
PUBLIC DEFENDER SERVICES

THIS AGREEMENT is entered into between the City of Battle Ground, a municipal corporation, hereinafter referred to as "the City," and **Gregory S. Cheney, PLLC**, hereinafter referred to as the "Consultant," in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as **Public Defender Services.**

2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, and supplies.

3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement **January 1, 2025, through December 31, 2025,** from the date of this agreement, unless an extension of such time is granted in writing by the City.

4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed **the amounts outlined in Exhibit "B"** without express written modification of the agreement signed by the City.

   b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for projects completed to date. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due to the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

   d. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

   e. The Consultant's records and accounts pertaining to this agreement (excluding documents pertaining to attorney-client privilege) are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe, and comply with all federal, state, and local laws, ordinances, and regulations applicable to the services to be rendered under this agreement.

6. Indemnification. The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

7. Contractor's Liability Insurance. The Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agent, representatives, employees or subcontractors. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Contractor shall obtain insurance of types and amounts described below:

a. Professional liability insurance appropriate to the consultant's profession in the amount of no less than $500,000.00 per claim and $1,000,000.00 policy aggregate limit.
b. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Verification Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Battle Ground as a named additional insured, before commencement of the work. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Contractor shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (S) business days notice to the Contractor to correct the breach, immediately terminate the contract or at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due to the Contractor from the City.

8. Independent Contractor. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Attorney is aware that the Bailiff's are only available during open court sessions for security.

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

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

10. Attorney fees: In the event of a lawsuit, arbitration, or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.

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

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
  (29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
  (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- Americans with Disabilities Act of 1990
  (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

13. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

14. City's Right to Terminate Contract. Should the Contractor neglect to prosecute the work properly, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Contractor, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the City.

15. Notices. Notices to the City of Battle Ground shall be sent to the following address:

Court Administrator
City of Battle Ground
109 SW 1st Street, Ste. 272
Battle Ground, WA 98604

Notices to Consultant shall be sent to the following address: Brandon

Gregory S. Cheney, PLLCl
406 West 12th Street
Vancouver, WA 98660

16. Integrated Agreement This Agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2025.

CITY OF BATTLE GROUND, WA

_____
By: Kris Swanson, City Manager

GREGORY S. CHENEY, PLLC

Greg Cheney
_____
By: Gregory S. Cheney

Attest/Authenticated:

_____
Elizabeth Halili, City Clerk

EXHIBIT "A" SCOPE OF SERVICES

DUTIES OF THE ATTORNEY.

(a) In the event of appointment of Attorney, the Attorney will advise and provide legal assistance to the persons against whom criminal proceedings are instituted or pending and who have been assigned to the Attorney by the Municipal Court Judge pursuant to this contract.

(b) All services by the Attorney shall be consistent with the Washington Code of Professional Responsibility.

(c) Attorney shall not charge or accept any fee or other compensation for services rendered pursuant to this agreement, except as provided herein.

(d) Scheduling and method of assignment will be the responsibility of the Municipal Court Clerk.

(e) Attorney understands that many cases will require additional work outside of regular Court days and agrees to schedule additional times outside of regular Court days in order to prepare for Court.

(f} A case ends at sentencing except for restitution. If restitution is drawn out or controversial, additional compensation may be allowed at the Judge's discretion.

(g) Attorney understands that their performance is subject to periodic review by the City.

(h) Attorney shall set limits on the amount of privately retained work which can be accepted. These limits shall be based on the percentage of a full-time caseload which the public defense cases represent per Standard 3.4. Efforts to be made to have readiness cases heard by 3:00 p.m. during day court and by 6:45 p.m. at night court.

(i) Attorney must make an annual report to the contracting jurisdiction on the extent of their private caseload, if any. Reports are required to provide the following information annually:
(1) The number and type of cases in their private practice. (i.e. cases handled outside a defense contract including but not limited to retained cases of any type),
(2) The number and type of other public defense contracts, if any, and
(3) The total hours billed for non-public defense cases, if any.

INTERPRETER. Attorney agrees to comply with RCW 2.42.220, effective July 1, 1990, regarding use of certified interpreters for indigent clients. Attorney will follow procedures established by the City to obtain qualified interpreters.

NONASSIGNABILITY. The Attorney shall not assign this contract or any rights or duties thereunder to any attorney without first obtaining consent of the City, or in the case of scheduling conflicts, consent of the Municipal Court Judge.

STANDARDS. In compliance with RCW 10.101.030 and case laws, the parties agree as follows:

(a) Types of cases assigned to attorney shall be limited to misdemeanors and infractions as heard by the Battle Ground Municipal Court.

(b) The case shall be monitored by the attorney and by the City and if the attorney concludes he has too heavy a caseload another attorney will be found by the City.

(c) The City shall pay for expert witness fees or other costs associated with the attorney representation as well as any administrative expenses.

(d) The attorney shall provide all support services needed by their office.

(e) The attorney shall provide monthly reports of activity of case management statistical information with invoices to the City.

(f) The attorney will provide all training and supervision necessary for members of their staff or newly admitted attorneys.

(g) The attorney will not take on any private practice that is in conflict with the City.

(h) Complaints from clients or discrimination will be directed by the attorney or City Court Staff to the Court Administrator. If there is an ethical complaint, the City reserves the right to refer the complaining party to the Washington Bar Association.

QUALIFICATIONS. In compliance with Standards for Indigent Defense attorney shall meet the following minimum professional qualifications:

(a) Satisfy the minimum requirements for practicing law in Washington as determined by the Washington Supreme Court.

(b) Be familiar with the statutes, court rules, constitutional provisions, and case law relevant to their practice area.

(c) Be familiar with the Washington Rules of Professional Conduct.

(d) Be familiar with the Performance Guidelines for Criminal Defense Representation approved by the Washington State Bar Association.

(e) Be familiar with the consequences of a conviction or adjudication, including possible immigration consequences and the possibility of civil commitment proceedings based on a criminal conviction.

(f) Be familiar with mental health issues and be able to identify the need to obtain expert services.

(g) Complete seven (7) hours of continuing legal education within each calendar year in courses relating to public defense.

EXHIBIT "B" COMPENSATION

City shall pay to Attorney the sum of three hundred dollars ($300.00) per case, as defined below, to be billed by Attorney each month as each case is assigned.

a) A "case" is defined as follows:

i) For each Defendant, one incident, including all charges that arise from that incident for the Defendant, irrespective of the number of citations filed or case numbers created; or

ii) Several incidents of like nature involving the same defendant in which the defendant is arraigned at one time, irrespective of the number of citations against the defendant.

b) Probation violations shall be billed at the rate of $75.00 per case with a maximum of $150.00 per defendant irrespective of the number of underlying citations on which the defendant is arraigned at one time.

c) If a defendant fails to appear on a case but appears later the same calendar year for the same matter, the attorney shall not bill the case a second time.

d} Standards for Indigent Defense limit attorney to the number of cases allowable per year based upon percentage of time spent on indigent defense to a maximum of 400 misdemeanor cases annually effective September 1, 2013 as the City does not engage in case weighting.

e) Billings are due upon completion of each month's assigned cases.

The City shall pay the Attorney a monthly guarantee of four thousand dollars ($4,000) per month, averaging out to one thousand dollars ($1,000) per week for public defense services. This guarantee will not be paid in addition to paying per case. The Attorney shall continue to bill per case each month.

EXHIBIT "C" TITLE VI ASSURANCES

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

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"}, which are herein incorporated by reference and made a part of this AGREEMENT.

2. Non-discrimination: The CONSULTANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.

4. Information and Report: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA} to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

   - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
   - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

INTERLOCAL AGREEMENT FOR PROVISION OF MUNICIPAL COURT, PROSECUTION, AND WORK CREW SERVICES

THIS AGREEMENT is made on the date below signed, by and between the CITY OF BATTLE GROUND, a municipal corporation, and the CITY OF RIDGEFIELD, a municipal corporation, both existing under the laws of the State of Washington;

RECITALS

A. **Court System:** The CITY OF BATTLE GROUND currently operates a municipal court under the provision of Chapter 3.50 of the Revised Code of the State of Washington,

B. **Use of Services:** The CITY OF RIDGEFIELD is desirous of utilizing the municipal court of the CITY OF BATTLE GROUND for traffic infractions, misdemeanor offenses and the enforcement of ordinances, and designating it as a CITY OF RIDGEFIELD Municipal Court.

C. **Interlocal Agreement:** RCW 39.34.080 provides that public agencies may contract with any one or more other public agency to perform any governmental service activity undertaking, which each public agency entering into the contract is authorized by law to perform. Both the CITY OF BATTLE GROUND and the CITY OF RIDGEFIELD are authorized to operate municipal departments under Chapter 3.50 of the RCW.

D. **Rationale:** The CITY OF RIDGEFIELD currently has its ordinances prosecuted and violations processed through the CITY OF BATTLE GROUND Municipal Court and desires to continue that relationship because the CITY OF BATTLE GROUND is geographically close and will enable the CITY OF RIDGEFIELD to maintain closer contact with its court system and the CITY OF RIDGEFIELD has been satisfied to date. This Agreement Is a continuation of the existing relationship and contains certain amendments thereto.

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

AGREEMENT

1. **Services Provided:** Effective January 1, 2025, through December 31, 2025, the CITY OF BATTLE GROUND will provide all courtroom services sufficient to process all traffic and civil Infractions arising under city ordinances and exclusive original jurisdiction for all misdemeanors resulting from violations of City ordinances of the CITY OF RIDGEFIELD as provided in RCW 3.50.020. Services provided by Battle Ground will include the provision of courtroom space, court clerk, municipal judge, court records, fund disbursement, and accounting, clerking of Jury and non-jury trials, work crew, arrangement of public defender services, Interpreters, investigators and expert witnesses, prosecution services, transport of defendants to jail from Battle Ground court if taken into custody during hearing, and such other matters that may be incidental to providing court facilities. The conduct of jury trials will be as hereinafter provided. CITY OF RIDGEFIELD agrees to appoint a municipal judge as provided in Section 8 of this Agreement.

2. **Charges:** The CITY OF BATTLE GROUND will provide the foregoing services for an annual fee of $248,399 based on the CITY OF RIDGEFIELD's pro-rata share of the projected 2025 municipal court operating costs and costs for work crew and enforcement. The CITY OF RIDGEFIELD agrees to pay said sum in equal monthly Installments of $20,699.92 for the calendar year of 2025, as shown in Exhibit A. This fee is intended to cover the CITY OF RIDGEFIELD's actual operating costs as determined by using a 3-year rolling average of trued up costs.

3. **Staffing:** The CITY OF BATTLE GROUND will be responsible for the provision of adequate staffing for all services to be provided herein. Should the CITY OF BATTLE GROUND feel the need to reduce or increase staffing levels, the CITY OF RIDGEFIELD will be notified of the change, and an appropriate adjustment will be made to the CITY OF RIDGEFIELD's annual fee based upon the CITY OF RIDGEFIELD's pro-rata share of the adjusted operating casts.

4. **Jury Trials and Appeals:** For jury trials, the CITY OF BATTLE GROUND will assess no additional fee for court services; however, the CITY OF RIDGEFIELD will pay any actual jury and/or witness costs in addition to prosecution costs for motions, pretrial preparation, trial, and any appeals filed at the fully loaded rate for prosecution services.

5. **Indigent Defense:** Public Defenders will be contracted with the CITY OF BATTLE GROUND, and the CITY OF BATTLE GROUND will bill the CITY OF RIDGEFIELD for the actual defense expenses as described in Exhibit A. A copy of the attorney's invoice will be provided.

6. **Warrants:** At the request of the CITY OF RIDGEFIELD, or on its own motion, the Municipal Court of the CITY OF BATTLE GROUND shall issue warrants and maintain warrant files. The CITY OF BATTLE GROUND shall charge an administrative fee for each warrant issued as per Exhibit A. The CITY OF RIDGEFIELD Police Department shall be notified by phone as soon as possible after the issuance of a warrant by the CITY OF BATTLE GROUND Police Department or court clerk.

7. **Citations:** The CITY OF RIDGEFIELD shall provide citations used to summon defendants to court, and the CITY OF RIDGEFIELD shall deliver said citations to the CITY OF BATTLE GROUND Municipal Court within 48 hours of issuance, excepting court holidays,

8. **Municipal Judge**: Pursuant to RCW 3.50.040, the Mayor of the CITY OF RIDGEFIELD will designate as its Municipal Court Judge and Judge Pro-Tem those individuals recommended by the CITY OF BATTLE GROUND as Municipal Court Judges In the City of Battle Ground Municipal Court.

9. **Jail:** The Municipal Judge shall assign the CITY OF RIDGEFIELD's inmates to any jail as per Exhibit "A," and the CITY OF RIDGEFIELD shall pay said Jail fees as outlined in Section 11.

10. **Work Crew:** Battle Ground Municipal Court has the ability to designate work crew services as an alternative through the CITY OF BATTLE GROUND. Defendants of the CITY OF RIDGEFIELD may also be eligible for work crew in lieu of Jail.

11. **Miscellaneous Pass-Through Costs:** As the CITY OF BATTLE GROUND receives billings from other agencies for miscellaneous costs incurred in the prosecution of violations on the CITY OF RIDGEFIELD's behalf; the CITY OF BATTLE GROUND will bill the CITY RIDGEFIELD for said costs. The CITY OF RIDGEFIELD shall pay its own miscellaneous costs, which include, but are not limited to, the following:

a. Interpreter for non-English speaking and/or deaf defendants.
b. Investigators and Expert Witnesses.
c, District Court Pre-trial Hearings.
d. Indigent Defense.
e, Incarceration.

12. **Accounting:** The court clerk of the CITY OF BATTLE GROUND will provide monthly accounting to the CITY OF RIDGEFIELD, and said accounting shall include billings by citation number, not defendant name. The court clerk shall collect all fees, fines, forfeitures, and other monies imposed by the municipal court for any violations prosecuted on behalf of the

CITY OF RIDGEFIELD, which shall be detailed on the revenue worksheet and disbursed monthly to the CITY OF RIDGEFIELD. The CITY OF BATTLE GROUND shall be responsible for deducting any monies required to be submitted to the State of Washington and will account for same.

13. **Ordinances:** The CITY OF RIDGEFIELD shall provide a copy of the CITY OF RIDGEFIELD municipal code or copies of all ordinances on or before their effective date to the CITY OF BATTLE GROUND Municipal Court.

14. **Termination:** Either party may terminate this Agreement by giving ninety days' written notice prior to the end of the agreement, which notice shall be effective January 1 of the following calendar year. If, for any reason, the CITY OF BATTLE GROUND Municipal Court Is terminated, this Agreement shall become null and void.

15. **Option to Renew**: This Interlocal Agreement shall be effective from January 1, 2025, through December 31, 2025. Unless otherwise terminated as provided in Section 14 herein, this Interlocal Agreement shall automatically renew annually for an additional five (5) years with the CITY OF RIDGEFIELD'S annual fee as provided in Section 2 herein to be adjusted annually to reflect the CITY OF RIDGEFIELD'S pro-rata share of operating costs based upon the CITY OF RIDGEFIELD's actual operating costs as determined by using a 3-year rolling average of trued up costs. Battle Ground will provide to the CITY OF RIDGEFIELD the annual fee with an itemized budget for each subsequent year by August 1 of each renewal period.

16. **Organization:** No separate legal or administrative entity is created by this Agreement, and this Agreement does not affect the organization of the Parties. This Agreement is not intended to create, and should not be construed as creating, a relationship of principal and agent, or master and servant, between Battle Ground and Ridgefield, their elected officials, employees, or agents. No agent, employee, representative, or subcontractor of Battle Ground shall be deemed an employee, agent, representative, or subcontractor of Ridgefield by virtue of this Agreement.

17. **Hold Harmless/Indemnification:** To the extent authorized by law, the City of Battle Ground and the City of Ridgefield shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to the other party's performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of the City of Battle Ground and the City of Ridgefield, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of their respective allocations of negligence, and provided further, that nothing herein shall require the City of Battle Ground or the City of Ridgefield to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

18. **Choice of Law, Dispute Resolution, Venue, and Attorney's Fees:** This Agreement shall be construed according to the laws of the State of Washington. In the event any dispute arises regarding the performance or interpretation of this Agreement that cannot be resolved by the City Manager of Battle Ground and the Mayor of Ridgefield, then either party may request mediation of the dispute, with costs to be equally shared by the Parties, In the event the non- requesting jurisdiction does not agree to participation in mediation, or In the event neither party agrees to participate in mediation, venue for the legal dispute shall be the Superior Court of Clark County, with costs, including reasonable attorney's fees, to be awarded to the prevailing party.

19. **Notice:** Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

a). If to Battle Ground: City of Battle Ground
Attention: City Manager
109 S.W. 1st Street, Suite 221
Battle Ground, WA 98604

b). If to Ridgefield: City of Ridgefield
Attention: City Manager
230 Pioneer Street
P.O. Box 608
Ridgefield, WA 98642

The name and address to which notices shall be directed may be changed by a party by giving the other parties notice of such change as provided in this section.

20, **Compliance with Law:** The Parties agree that, in connection with their activities under this Agreement, they shall comply with all applicable federal, state, and local laws and regulations.

21. **Waiver:** No waiver by any Party of any breach, term, or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

22. **Amendment:** The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each party and executed by the duly authorized official of each Party.

23. **Severability:** If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

24. **Entire Agreement:** This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary, except as specifically described herein.

25. **Assignment:** Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.

MADE AND APPROVED the day and year signed below.

THE CITY OF BATTLE GROUND

DATED:

By: _____
Kris Swanson, City Manager

Approved as to form:

_____
Kirk Ehlis, City Attorney

Attest: _____
Elizabeth Halili, City Clerk

THE CITY OF RIDGEFIELD

DATED: _____

By: _____
Steve Stuart, City Manager

Approved as to form:

_____
City Attorney

Attest: _____
Julie Ferriss, City Clerk

EXHIBIT "A"

2025 Fee Schedule

BATTLE GROUND MUNCIPAL COURT FEES:
Annual Operating Cost $248,399 (to be billed in monthly installments): $20,699.92

Warrant Fees: $25 per warrant issued

Extraordinary prosecution costs, including trial preparation, trials, and appeals: Fully loaded rate of prosecution services at the time extra hours are devoted to the case.

PASS-THROUGH FEES:
The following actual fees will be billed to RIDGEFIELD:

Incarceration:	Actual Fees will be charged as assessed by the jail where defendant served time.
Indigent Defense:	Public Defender, Interpreter for non-English speaking and deaf defendants, Expert Witness and Investigator.
District Court Pre-trial Hearings:	Actual fees will be charged as assessed by Clark County.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Mayor and City Council
	Kris Swanson, City Manager
From:	Robert Ferrier, Deputy City Manager
Date:	November 4, 2024
Proceeding Type:	Consent
Subject:	Interlocal Agreement for EMS Ambulance Transport Services

Legislative History:	
• Consent Calendar	November 4, 2024
•	

Staff Report Summary

The attached Interlocal Agreement (ILA) between Clark County Emergency Medical Service District #2 (EMSD2), an emergency medical services district authorized under RCW 36.32.480, Clark County (County) and the cities of Battle Ground, La Center, Ridgefield, and Woodland (collectively Cities) concerns the receipt of ambulance transport services through a contract administered by the City of Vancouver for a one-year term, beginning January 1, 2025, and ending December 31, 2025.

Background

In July 2023, the City of Vancouver engaged a consultant to conduct an emergency medical services system assessment and to advise on the potential procurement of ambulance services. Currently, the City of Vancouver and Fire District 5 (through a cooperative fire services agreement), as well as the cities within the EMSD2 service area, receive ambulance transport services through a ten-year agreement with American Medical Response (AMR) effective January 1, 2015, through December 31, 2024.

As part of this system assessment process, the City of Vancouver determined that the level of complexity caused by its continuing growth and urbanization would require it to focus its attention on the provision of ambulance transport services solely to its residents and not through an ILA that included EMSD2 and other Clark County cities. In March 2024, the City of Vancouver

issued a Request for Proposals (RFP) for ambulance service providers. On October 14, 2024, the City of Vancouver approved a new contract with AMR for ambulance transport service beginning January 1, 2025.

After its decision to issue the RFP and prior to its award of a stand-alone contract to AMR, the City of Vancouver offered EMSD2 options to consider that would allow those affected agencies to continue to receive ambulance transport services from January 1, 2025, through December 31, 2025. This came from a desire to mitigate the abrupt impact of a service model transition upon EMSD2 and other public agencies in Clark County. This one-year transition period would provide time for EMSD2 and affected public agencies to determine an appropriate path forward relative to ambulance transport services.

The attached ILA for EMSD2, between Clark County and the Cities of Battle Ground, La Center, Ridgefield and Woodland, memorializes the relevant points of the agreement among the parties. Approval of the ILA by the Battle Ground City Council would provide for the continuation of ambulance transport services in Battle Ground for 2025.

Fiscal and Policy Implications

Pursuant to Section 8 of the ILA, there is no cost to the City of Battle Ground during the term of the agreement. The County or the Cities, through EMSD2, may request to pay for additional services provided by the ambulance service contractor (AMR), which the City of Vancouver will consider in good faith and approve at its discretion. In the event the County or one of the Cities terminates the ILA pursuant to Section 4 prior to December 31, 2025, the jurisdiction withdrawing from the ILA agrees to be responsible for paying reasonable costs associated with the termination.

Goals and Objectives Relevance

The City Council's approval and authorization to execute this ILA is consistent with Goal 2 ("Continue to Promote Public Safety and Livability") and Goal 3 ("Ensure Long-Term Fiscal Sustainability") of the City Council's 2024 Goals and Objectives.

Options

Option	***Results***
• *Approve and authorize the ILA*	The City Manager will execute the ILA. The City will continue to receive EMS pursuant to the ILA.
• *Do not approve and authorize the ILA*	The City would not be a party to the ILA and would need to develop alternate policy related to EMS.
• *No Action*	The City would not be a party to the ILA and would need to develop alternate policy related to EMS.

Staff Recommendation

Staff recommend the City Council approve and authorize the ILA.

Attachments

A.	EMS Interlocal Agreement for the Provision of Ambulance Transport Services

Legal Review

The following documents were reviewed by legal

EMS INTERLOCAL COOPERATION AGREEMENT FOR THE PROVISION OF AMBULANCE TRANSPORT SERVICES

THIS IS AN INTERLOCAL AGREEMENT ("Interlocal") entered into under the Interlocal Cooperation Act, Chapter 39.34 RCW, between Clark County Emergency Medical Service District #2 ("EMSD2" or "District"), an emergency medical services district authorized under RCW 36.32.480; Clark County ("County"); and the cities of Battle Ground, La Center, Ridgefield, and Woodland ("Cities"), for the receipt of ambulance services through a contract administered by the City of Vancouver. EMSD2, the County, and the Cities are each a "Party" and collectively are the "Parties" or the "District."

RECITALS

WHEREAS, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, one or more public agencies may contract to perform any government service, activity, or undertaking that each public agency is authorized by law to perform;

WHEREAS, the City of Vancouver advertised a request for proposal for ambulance services in March 2024, and subsequently entered into an Ambulance Services Agreement with American Medical Response (AMR) on October 14, 2024 for the provision of care, which may include transport for emergency and non-emergency patients, when the request for care is initiated in the Contracted Service Area. An unsigned copy of the City of Vancouver ambulance contract is attached as Exhibit A;

WHEREAS, EMSD2 has entered into a separate Interlocal Agreement ("Interlocal"), attached as Exhibit B, under the Interlocal Cooperation Agreement Act with the City of Vancouver, authorizing the City of Vancouver to administer the ambulance services contract on behalf of the District;

WHEREAS, EMSD2 has partnered with the City of Vancouver on behalf of the District over the past ten years to provide emergency response services to areas served by EMSD2

through the City of Vancouver's 2015-2024 Ambulance Services Agreement with AMR pursuant to the interlocal agreement between the City of Vancouver and EMSD2 that terminates on December 31, 2024;

WHEREAS, the City of Vancouver sent a letter to EMSD2 on May 10th, 2024 that stated its intent to separately contract for exclusive 911 ambulance service and non-exclusive non-emergency ambulance service within its jurisdiction beginning January 1, 2026;

WHEREAS, EMSD2, the County, and the Cities desire to enter into this Interlocal to continue receiving ambulance services beginning on January 1, 2025 and ending on December 31, 2025 PM to reduce unnecessary increases on patient costs and maintain adequate levels of service by capitalizing upon the market and administrative efficiencies associated with receiving ambulance service under a single ambulance contract.

NOW THEREFORE, EMSD2, THE COUNTY AND THE CITIES AGREE AS FOLLOWS:

1. **Purpose.** This purpose of this Interlocal is for EMSD2 to contract with the City of Vancouver on behalf of the County and Cities for the delivery of ambulance services in the Regulated Service Area for the 2025 calendar year.
2. **Definitions.** Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in RCW 18.73.030, the Uniform EMS Ordinance, attached as Exhibit C and incorporated herein by reference, or in this section; provided that in case of any conflict, the Uniform EMS Ordinance shall control:
    a. "Ambulance Service Contractor" – The private or public entity that is under exclusive contract with the District to respond to all medical requests originating within the Contracted Service Area.

b. "Contracted Service Area" – The combined geographic area within the corporate limits of the cities of Battle Ground, La Center, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purchase of group purchasing of ambulance services.

c. "EMS Interlocal Cooperative" or "Cooperative" – The collective group of governmental jurisdictions which participate in this agreement.

d. “Regulated Service Area” – The combined area of the corporate limits of the Cities plus the unincorporated areas of Clark County and all other general purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the EMS Interlocal Cooperation Agreement. This includes the District and any jurisdiction that may join or leave the District in the future.

e. “Services” – The City of Vancouver’s Ambulance Services Agreement with American Medical Response Northwest, Inc. (AMR) for the provision of care, which may include transport for emergency and non-emergency patients, when the request for care is initiated in the Contract Service Area.

3. **Term**. This Interlocal shall remain in full force and effect for a term of one (1) year from January 1, 2025 at 12:00:00 AM until December 31, 2025 at 11:59:59 PM, subject to the provisions of Section 4 of this Interlocal.

4. **Termination.** This Interlocal will terminate January 1, 2026 12:00:00 AM. Neither the County or the Cities may terminate this Interlocal for any reason prior to its termination date except that if the City of Vancouver terminates the Interlocal Agreement with EMSD2, this Interlocal will terminate at the same time. EMSD2 will have no further obligations to the County and the Cities related to the provision of ambulance services.

5. **EMSD2 Obligations.** EMSD2 shall have the authority and responsibilities as follows:

a. To negotiate and enter into an Interlocal with the City of Vancouver on behalf of EMSD2, the County and the Cities to receive ambulance services within the boundaries of the Regulated Service Area.
b. EMSD2 staff will communicate with the City of Vancouver on administrative issues including reports and liquidated damages distribution.
c. Provide the County and the Cities with a 2025 annual report in 2026 within fifteen (15) days of receiving it from the City.
d. Budget the revenue and expenses for EMSD2 and participate in the County's budgeting process, in order to allocate and spend District funds.
e. EMSD2 shall have the authority, unless delegated, to analyze the performance of the ambulance system and potential alternative systems for the provision of ambulance services for the Regulated Service Area. To accomplish this, EMSD2 shall have the authority to contract for professional services using existing District funds. When these funds are depleted, the District is authorized to require additional funds be appropriated for and provided for this purpose by the County and the Cities.
f. The EMSD2 Board shall consist of three (3) persons, each of whom are delegated one vote consisting of the following members:
    i. The two County Commissioners representing the unincorporated areas of EMSD2; and
    ii. One city council member appointed by the Clark County mayor's group representing the Cities of Battleground, La Center, Ridgefield and Woodland. The city representative shall change every two years with the position alternating between the cities in alphabetical order commencing with the City of Battle Ground. Should a city decline its period of representation, the position shall go to the next city in line.

6. **The County's Obligations.** The County shall have the authority and responsibilities as follows:
    a. Provide staff to support EMSD2's administrative and regulatory functions.
    b. Provide any additional funds needed to complete a study of ambulance service options within the Regulated Service Area.
    c. Agree to and remain compliant with the Business Associate Agreement, attached hereto and incorporated herein by this reference as Exhibit D. The Business Associate Agreement will survive the termination of this Agreement for so long as the County retains information protected by the Business Associate Agreement.
7. **The Cities' Obligations.** The Cities shall have the authority and responsibilities as follows:
    a. Ensure its ambulance ordinance substantially conforms with the Uniform EMS Ordinance, attached as Exhibit C.
    b. Provide any additional funds needed to complete a study of ambulance service options within the Regulated Service Area.
    c. Agree to and remain compliant with the Business Associate Agreement, attached hereto and incorporated herein by this reference as Exhibit D. The Business Associate Agreement will survive the termination of this Agreement for so long as the Cities retain information protected by the Business Associate Agreement.
8. **Financial.**
    a. There is no cost to EMSD2, the County, or the Cities during the Term of this Interlocal.
    b. The County or the Cities, through EMSD2, may request to pay for additional services, provided by the Ambulance Service Contractor, which the City of Vancouver will consider in good faith and approve at its discretion.

c. If the County or any one of the Cities breaches Section 4 Termination and withdraws from this Agreement prior to its termination, the jurisdiction withdrawing agrees it will be solely responsible for paying reasonable costs associated with its early termination, including for any Service cost increase to the District from the date of termination through December 31, 2025 at 11:59:59 PM.

9. **Indemnification.**

a. *By EMSD2*. EMSD2 will indemnify, defend, and hold harmless the County or the Cities, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the District's obligations or receipt of ambulance services originating in the District under this Agreement.

b. *By the County*. The County will indemnify, defend, and hold harmless EMSD2 or the Cities, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the County's obligations or receipt of ambulance services originating in the District under this Agreement.

~~c.~~ *By the Cities.* The Cities will indemnify, defend, and hold harmless EMSD2 or the County, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the Cities' obligations or receipt of ambulance services originating in the District under this Agreement.

d. Participation / Settlement. The Parties may participate in the defense of indemnified Claims through counsel of their own choosing. The Party/Parties will

not settle any claim that affects the rights of the indemnified Party/Parties without prior written consent of the indemnified Party/Parties.

e. Notice of Claim. The Party/Parties seeking indemnification will promptly (within seven business days) notify the other Party/Parties of any Claims made by a third party.

f. Survival. The Parties' indemnification obligations will survive termination of this Interlocal.

10. **Dispute Resolution.**

a. *Initial Dispute Resolution*. In the event of a dispute between the Parties regarding the delivery of Services, the Parties' designated representatives will confer to amicably resolve the dispute within fourteen business days of a Party's written notice of the dispute requiring resolution. If the Parties' designated representatives are unable to resolve the dispute, those designated representatives will refer the dispute to the County Manager on behalf of the County, and City Managers or Mayors on behalf of the Cities, and the EMSD2 Chair on behalf of EMSD2 for resolution. The decision of the County Manager, City Managers or Mayors, and EMSD2 Chair regarding the dispute shall be final as between the Parties.

b. *Mediation*. If the County Manager, City Managers or Mayors, and EMSD2 Chair are unable to resolve the dispute, the Parties will submit the dispute to mediation with a neutral mediator agreed to by the Parties. If the Parties cannot agree on a mediator, each will select a mediator, who will together select a third mediator to hear the dispute. The Parties shall participate in mediation in good faith, but the Parties are not required to resolve the dispute in mediation. The Parties will equally share the cost of mediation.

c. *Claims*. The Parties may bring any claim regarding this Interlocal in Superior Court in Clark County if they are unable to resolve the dispute under Section 11A or 11B. The Parties will pay their own costs and fees, including attorneys' fees related to any Superior Court claim.

11. **Notices.** All notices under this Interlocal shall be hand delivered, emailed with confirmation of receipt, or mailed in the U.S. Mail, postage paid with return receipt and effective on the delivery date. Any party may change its address for notices at any time by providing notice in writing to the then current address.

Clark County and District:

Clark County/EMS District #2
Attn: County Manager
P.O. Box 5000
1300 Franklin
Vancouver, Washington 98660
Kathleen.Otto@clark.wa.gov

City of La Center:

City of La Center
Attn: City Mayor
210 East Fourth Street
La Center, WA 98629
tstrobehn@ci.lacenter.wa.us

City of Battle Ground:

City of Battle Ground
Attn: City Manager
109 SW 1st Street
Battle Ground, WA 98604
Kris.Swanson@cityofbg.org

City of Ridgefield:

City of Ridgefield
Attn: City Manager
P.O. Box 608
Ridgefield, WA 98642
steve.stuart@ridgefieldwa.us

City of Woodland:

City of Woodland
Attn: City Mayor
230 Davidson Avenue
Woodland, WA 98674
dinehartt@ci.woodland.wa.us

12. **Amendment.** Any changes to the Interlocal shall be made as mutually agreed amendments, which must be in writing and signed by all parties to be effective.

13. **Governing Law.** This Interlocal shall be governed by the laws of the State of Washington. Venue for any litigation shall be Superior Court located in Clark County, Washington in accordance with RCW 36.01.050.
14. **Severability.** If a court with jurisdiction over the matter determines that any clause of this Interlocal is found to be contrary to law or public policy or is unenforceable, it shall strike the clause and the remainder of the Interlocal will remain in full force and effect.
15. **Interlocal Execution and Filing.** This is an Interlocal entered into pursuant to Chapter 39.34 RCW. The governing body of each Party shall authorize the Agreement, which sets forth the purposes, powers, rights, objectives, and responsibilities of each Party. Its purpose is set forth in Section 1 Purpose. Its duration is as specified in Section 3 Term. Its manner of financing is set forth in Section 8 Financial. Its method of termination is set forth in Section 4 Termination. No property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination. Upon execution, the Clark County Clerk to the Council will cause a copy of this Agreement to be posted on the County's website pursuant to RCW 39.34.040.
16. **Entire Agreement.** This Interlocal, together with its exhibits, is the entire agreement between the District, the County and the Cities and supersedes all other agreements between them whether written or oral in nature.

IN WITNESS THEREOF, the parties agree to enter this Interlocal Agreement by their duly authorized signatures below as of _____, ____, 2024. The term of this Interlocal Agreement begins on January 1, 2025, 12:00:00 AM.

CITY OF BATTLE GROUND

Attest:

Kris Swanson, City Manager

Elizabeth Halili, City Clerk

Approved as to form:

_____
, City Attorney

CITY OF LA CENTER

Attest:

_____
Tom Strobehn, Mayor

_____
Maria Swinger-Inskeep, City Clerk

Approved as to form:

_____
, City Attorney

CITY OF RIDGEFIELD

Attest:

_____
Steve Stuart, City Manager

_____
Julie Ferriss, City Clerk

Approved as to form:

_____
, City Attorney

CITY OF WOODLAND

Attest:

Todd Dinehart, City Mayor

Amanda Hougan, City Clerk

Approved as to form:

, City Attorney

CLARK COUNTY

Attest:

Gary Medvigy, Chair

Rebecca, Messinger, Clerk to the Council

Approved as to form:

Leslie Lopez, Chief Civil Deputy Prosecuting Attorney

EMERGENCY MEDICAL SERVICE DISTRICT #2

Attest:

Sue Marshall, Board Chair

Rebecca, Messinger, Clerk to the Council

Approved as to form:

Deborah Wechselblatt, Senior Deputy Prosecuting Attorney

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101766

This Services Agreement (the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (the "City") and American Medical Response Northwest, Inc., a Delaware corporation (the "Contractor"). The City and Contractor may be collectively referred to as the "Parties" and individually as a "Party".

WHEREAS, as an exercise of its police powers, the City has declared it is in the public interest, for the protection of the health, safety, and welfare of the residents of the City and its environs to provide the highest level of sustainable, reliable, and flexible emergency medical services that are reasonably possible throughout the term of this Agreement; and

WHEREAS, the City desires to engage the CONTRACTOR to provide the services set forth in this Agreement and other related services on an as-needed basis. CONTRACTOR has agreed to perform the professional services pursuant to the City-issued Request for Proposal No. 11-24 ("RFP"), CONTRACTOR's proposal to the RFP, and City Council's approval of Staff Report No. ###-## on Date; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the Work, as defined in the Agreement, in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1. Definitions:

"Advanced Life Support" or "ALS" - Invasive medical services requiring advanced emergency medical assessment and treatment skills as defined by Chapter 18.71 RCW.

“Advanced Life Support Ambulance” or “ALS Ambulance” - Any ambulance staffed with two staff members that is capable of delivering ALS level services. One of those staff members must be licensed and certified to practice as a Paramedic in Washington State and Clark County. The other staff member must be certified to practice as an Emergency Medical Technician (“EMT”) or a Paramedic in Washington State and Clark County. EMT and Paramedic are defined below.

“Applicable Law” means all federal, state, and local laws, rules, and regulations applicable to Contractor or City in the performance or receipt of the Services.

"Basic Life Support" or "BLS" - Noninvasive medical services requiring basic medical treatment skills as defined by Chapter 18.73 RCW.

“Basic Life Support Ambulance” or “BLS Ambulance” - Any vehicle licensed as a BLS transport ambulance that meets all staffing and other requirements of a BLS ambulance.

"Base Rate" - The total rate minus mileage as stated in Appendix B.

"Consumer Price Index" or "CPI" - The Consumer Price Index for All Urban Consumers (CPI-U) Seattle/Tacoma/Bellevue as maintained by the United States Department of Labor.

"Contract Administrator" – The City of Vancouver Chief Financial Officer is the Contract Administrator. The Contract Administrator oversees full compliance of all contractual provisions, is a signatory on all contractual documents and makes the final determination on any disputed items. All references to the Contract Administrator also includes the City Manager.

"Contracted Service Area" or "CSA" - The combined geographic area within the City; and within the portion of unincorporated Clark County that includes Fire District 5, as shown on Appendix D - "CSA - Map" attached and incorporated by reference.

"County" - Clark County, Washington.

"Emergency Ambulance" is defined as a transport capable ambulance that responds to requests for emergency medical services and that is staffed with at least one Paramedic and one EMT or two EMTs.

"Emergency Medical Services" or "EMS" - Medical treatment and care rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst provides analysis and data included in Contractor's reporting, billing, and audit requirements.

"Emergency Medical Technician" or "EMT" - A person who is authorized to render emergency medical care pursuant to RCW 18.73.081 under the responsible supervision and direction of an approved medical program director, which may include participating in an emergency services supervisory organization or a community assistance referral and education services program established under RCW 35.21.930, or providing collaborative medical care if the participation or provision of collaborative medical care does not exceed the participant's training and certification.

"Emergency Response Zone" or "ERZ" - A zone that is designated as high-call density ("A" or urban) or low-call density ("B" or suburban). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response.

"First Responder" - A person who is authorized to render emergency medical care as defined by Chapter 18.73 RCW.

"IDLH" - Immediately dangerous to life and health.

"Incident Commander" or "IC" - The applicable emergency services incident commander.

"Mileage Charge" or "MC" - The maximum amount charged per mile for the transport of patients originating within the Contracted Service Area.

"Medical Call-Taker" or "Emergency Medical Dispatcher" - A person in the employ of or acting under the control of a private or public agency who receives calls requesting Emergency Medical Services and administers emergency medical dispatch protocols approved by the Medical Program Director.

"Medical Program Director" or "Director" or "MPD" - The Medical Program Director for Clark County certified by the Secretary of the Department of Health pursuant to chapter 18.71 RCW.

"Minor Breach" - A determination by the Contract Administrator that Contractor has failed to perform in accordance with the provisions of the Agreement, other than a default or breach as set forth in Table 1 (Response Times), as stated in Appendix B or applicable local, state, or federal law. The City may impose liquidated damages for minor breaches as stated in Appendix B.

"Monthly Compliance Report Due Date" - The 15th day of any month, unless otherwise specified in writing.

"Operations Manager" - The assigned COV Fire Chief, or their designee. The Operations Manager oversees all operational aspects of this Agreement.

“Paramedic” - means a person who has been trained in an approved program to perform all phases of prehospital emergency medical care, including advanced life support, under written or oral authorization of an MPD or approved physician delegate, examined and certified by the secretary under chapter 18.71 RCW pursuant to WAC 246-976-010.

"Patient" - Any person who is injured, sick, incapacitated, or otherwise defined by the Medical Program Director, and requires medical treatment and emergency medical services care.

Non 9-1-1 (“Routine”) - A 7-digit medical request that does not meet the Medical Program Director's 9-1-1 transfer protocols.

"System Standard of Care" or "Standard of Care" - The combined compilation of all standards for prehospital medical care including but not limited to priority dispatching protocols; pre-arrival instruction protocols; medical protocols (i.e. first responders and ambulances); protocols for selecting destination hospitals; standards for certification of prehospital care personnel (i.e. medical call-takers, first responders, EMTs, and on-line medical control physicians); standards for permits (i.e. ambulances, first responder units, helicopter rescue units, and special use mobile intensive care services); response time standards; standards governing on-board medical equipment and supplies; and standards for licensure of ambulance services and first responder agencies. The Standard of Care serves as both a regulatory and contractual standard of care and performance.

"System Status level Zero" - No ambulance is currently available for emergency response.

"Time Call Received" - The moment at which the control center first obtains the first two pieces of information (i.e. the patient location and Medical Priority Dispatch System “MPDS” Determinant/Response) from the caller and/or Clark Regional Emergency Services Agency (“CRESA") 9-1-1 and enters that information into the Computer Aided Dispatch (CAD”). For scheduled responses "scheduled pick-up time" means "time call received" for the response time calculation.

2. **Scope of Work:** The Contractor shall provide the City all services and materials set forth below, and as further described in the City’s RFP, and the Contractor’s responsive proposal to the City’s RFP, (collectively, the “Work” or the “Services”). The RFP and Contractor’s responsive proposal to the RFP form part of this Agreement and in the event of a conflict between them will be interpreted in accordance with the Order of Precedence.

   All Work must be authorized and approved by the City’s Project Manager before any Work can begin. The Contractor shall approach the Work in a manner consistent with its usual customary

business practices in compliance with this Agreement and Applicable Law. Contractor shall actively seek collaborative input from applicable City staff.

3. **Exclusive Emergency Service Provider in the CSA**: The Contractor shall be the exclusive Emergency Ambulance provider authorized by the City in the awarded CSA to provide ground ambulance services. All requests for EMS originating in the City processed through the 9-1-1 facilities will be referred to the Contractor or its subcontractor. The Parties will agree in a written amendment to add ALS and BLS transport service to any areas that become the responsibility of the City through annexation, consolidation, or other agreement during the Term of the Agreement.

4. **Term of Agreement**: The term of this Agreement shall commence at 12:01 a.m. on January 1, 2025, and continue until December 31, 2029. Unless directed otherwise by the City in writing, Contractor shall perform the Work in accordance with any schedules made a part of this Agreement.

   If Contractor is deemed to be substantially in compliance with the specifications defined in Agreement in the City's sole discretion, the City may, after seeking a recommendation from the City Council, grant a renewal term of the Agreement for up to five additional years, not to exceed a total term of ten years. Following approval from City Council, the City shall make the offer of extension by formal written notice to the Contractor at least eighteen months prior to the scheduled end of the term of the Agreement, which Contractor will accept or reject within thirty days. If City Council does not grant approval to renew the Agreement, City will notify Contractor within fifteen days of City Council's decision.

ARTICLE 2
CONTRACTOR'S FUNCTIONAL RESPONSIBILITY

Contractor shall provide Emergency Ambulance services, as requested by the City's designated public safety dispatch center (CRESA), in the area described. Contractor shall perform the Services in compliance with the Agreement and law pursuant to Article 12.7. Contractor shall solely determine the laws, rules, and regulations that apply to the Services. Contractor shall work cooperatively with the Contract Administrator in performing the Services.

1. **Basic Services -** In consideration of the City's referral to Contractor of Ambulance Service requests originating in the CSA and other good and valuable consideration, Contractor shall perform the following Services to the full satisfaction of the City:

   a. Contractor shall provide continuous, around-the-clock, Emergency Ambulance services for all residents and other persons physically present in the CSA, without interruption

throughout the term of the Agreement, at the ALS or BLS level. To ensure Contractor can access properties in certain gated communities at any time, City will provide a copy of the Vancouver Fire Department Master Key (see VMC 16.04.136) on all Contractor ambulances.

b. Contractor shall provide Emergency Ambulance services without regard to the patient's ability to pay and without regard to race, color, creed, national origin, citizenship or immigration status, sex (including pregnancy, sexual orientation, gender, and gender expression or identity), age, marital status, the presence of any sensory, mental, or physical disability, religion, honorably discharged veteran or military status, or the use of a trained dog guide or service animal by a person with a disability, or as otherwise required by Applicable Law.

c. The Proposal will be retained and incorporated into the Agreement by reference, except that in the case of any conflicting provisions, the provisions contained in the Agreement shall prevail.

d. Contractor may be asked to participate in pilot or research programs that the Parties may authorize from time to time. The EMS Program Analyst may waive standards contained in the Agreement in the event that conflicting standard(s) are established for a pilot program. Any such pilot program must be approved by the Parties and executed by the City Fire Chief and Contractor.

2. Services Description – The Contractor shall provide all Emergency Ambulance services for all residents and other persons physically present in the CSA. Such Emergency Ambulance services shall be provided at the ALS level for Priority 1-4 responses and at the EMT BLS level for Priority 5-6 responses.

The Contractor shall be the sole Emergency Ambulance provider authorized by the City to provide ground ambulance services in the awarded CSA covered under the RFP. All requests for EMS originating in the City processed through CRESA 9-1-1 will be referred to Contractor or its subcontractor. Contractor may subcontract services only as provided in the Agreement with prior written approval via the City contract amendment process as set forth in the Agreement.

If the Contractor receives a 7-digit request for service, and during the approved triage process the event is determined to have a medical acuity of Priority 1-6:

a. If the responding fire agency normally responds to this level of event, the Contractor shall immediately forward the event to CRESA 9-1-1 and respond as required by the Agreement.

b. If the responding fire agency does not respond to this level of event, the Contractor shall respond as required by the Agreement.

c. Any 7-digit request for service received by the Contractor with an acuity of Priority 1-6, is considered as a "Calls originating from 9-1-1" as noted above.

If a qualified medical provider uses the Contractor's 7-digit number to request service and directs an immediate response, the Contractor shall respond as if the event was triaged with acuity of Priority 1-6 and according to the direction of the qualified medical provider.

ARTICLE 3
CLINICAL

The City's goal is to provide a clinically sophisticated system that achieves contemporary benchmarks of clinical excellence and can continue to do so in a sustainable fashion. The following system specifications are drawn from applicable reference sources and are generally consistent with the direction provided in those sources.

The clinical goals of progressive EMS systems are guided by the broad outcome measures established by the US Public Health Service. These include discomfort is minimized, disability is reduced, death is minimized, destitution eliminated, disfigurement is reduced, and disease is identified and reduced. In addition, there is a focus on meeting the six aims of the Institute of Medicine report on healthcare quality, *Crossing the Quality Chasm: A New Health System for the 21st Century*, which stresses that systems should be: safe, effective, patient-centered, timely, efficient, and equitable.

The current level of the scientific research and the large number of variables outside the EMS system's control of patient outcomes limits the ability to define realistic and achievable outcome measures. In addition, accessing reliable outcome data is frequently difficult. For these reasons, EMS systems typically use process measures and process improvement to promote enhanced clinical outcomes. It is anticipated that these measures will be utilized and further developed throughout the term of the Agreement.

Contractor shall fulfill any metric established by the Medical Program Director (MPD) office, in conjunction with the Contractor which may include metrics for stroke, STEMI, ACS, cardiac arrest, trauma, Washington State KPIs, and National EMS Quality Alliance ("NEMSQA") guidelines. Failure to comply with the MPD to meet these metrics may result in Contractor's breach under the Agreement. The City anticipates that the MPD office, in conjunction with the Contractor will develop specific clinical metrics in the future.

1. **Medical Oversight** - The Medical Program Director (MPD) provides medical oversight for all county participants in the EMS System. MPD duties are required by statute RCW 18.71.212 and are described in WAC 246-976-920.

   a. **Medical Protocols -** Contractor shall comply with medical protocols and administrative policies established by the City, as well as other requirements and standards established by the MPD and the State of Washington.

      Contractor shall document compliance with system medical protocols. This documentation shall describe the performance of Contractor as a whole, its component parts (e.g. communications and transport), and individual system participants (personnel).

      MPD may review and update medical protocols on a periodic basis with input from system participants.

   b. **Direct Interaction with Medical Control** – Contractor personnel functioning under these specifications have the right and professional responsibility to interact directly with the system's MPD, base hospital physicians and the City's clinical oversight staff on all issues related to patient care. Contractor will conduct all interactions in a timely manner.

   c. **Medical Review/Audits** - Contractor is required to participate in MPD's continuous quality improvement (CQI) process. The goal of the medical audit process is to inspect and assure compliance of the care delivered with the system's established clinical care guidelines and to continually improve patient care and system performance. Evaluation of a random sampling of patient contacts provides a measure of the clinical care Contractor provides and enables MPD to identify the need for a more targeted or detailed audit. The process also assists in validating the effectiveness of ongoing process measures in monitoring and improving care. Contractor shall participate in continuous review of identified key performance indicators, focused review of specific clinical topics, and random sampling as directed by MPD. Contractor shall comply with the MPD audit/review process and initiate process measurement, and improvement activities based on the results of the audit/review immediately following receipt of results of any audit or review.

      As part of CQI processes or incident investigation, MPD may require that Contractor personnel attend a medical audit. Contractor personnel, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but shall maintain the confidentiality of the medical audit process. Attendance of every license holder involved in a case being reviewed is not required, unless mandated by the MPD.

d. Patient Surveys – Contractor shall conduct patient satisfaction surveys at random on at least ten percent of all patients transported in a given year of the Agreement. Contractor shall evenly space surveys throughout the year and shall provide summaries to the EMS Program Analyst quarterly. Contractors shall provide an annual summary report within thirty days of the end of each year of the Agreement.

2. Minimum Clinical Levels and Staffing Requirements

a. Organizational Staffing - Contractor shall have sufficient dispatchers, drivers, supervisors, support staff, (EMTs) and Paramedics to comply with the terms of this Agreement. Personnel shall wear uniforms at all times. Uniforms shall exhibit a professional appearance at all times, and reflect the trust and integrity required for Contractor to provide the services under this Agreement.

b. Field Supervision – Contractor shall provide twenty-four-hours a day on-duty supervisory coverage within the CSA, with one field supervisor for each shift. Contractor shall appoint a field supervisor who is clinically and administratively experienced and a competent Paramedic with prior teaching/training experience and who will: interface daily/brief with the City of Vancouver Fire Battalion Chiefs; have a dedicated vehicle to respond on all high profile calls; lead, inspire and recognize quality performance; teach and reinforce clinical policies and procedures; serve as a critical resource; coordinate clinical documentation and data collection; and assist with in-house Continuing Medical Education and Quality Improvement Programs requested by City or MPD.

Contractor will authorize the field supervisor to act on its behalf in the management of day-to-day operational matters. Contractor will ensure field supervisor is capable of this level of operational management.

Contractor will ensure field supervisory staff have completed and passed FEMA ICS 100, 200, 300 & 400, NIMS 700 & 800 courses.

c. Ambulance Staffing Requirements - Contractor shall furnish at least one Paramedic, and one EMT (or higher-level certification) per ALS ambulance throughout the term of the Agreement. The Contractor shall furnish at least two EMTs (or personnel with higher-level certification) per BLS ambulance throughout the term of the Agreement.

d. Personnel Licensure and Certification and Training Requirements - Contractor shall ensure its personnel are licensed, accredited, and credentialed, as required by Applicable Law to practice in Washington State and Clark County under the MPD's requirements before providing emergency medical response under the Agreement.

In addition, each Contractor Paramedic (EMT-P) shall obtain and maintain certification or licensing as follows:

- Any vehicle operator or driver shall possess such special class licenses and endorsements as are required, or may become required, for ambulances by the Washington State Department of Licensing or the personnel's state of residence,
- American Heart Association or Red Cross CPR (one and two person, FBAO infant, child, and adult conscious and unconscious, plus AED) or MPD approved program,
- Advanced Cardiac Life Support (ACLS) or MPD approved program,
- Handtevy pediatrics training or MPD approved pediatric program, and
- Pre-hospital Trauma Life Support (PHTLS) or the advanced level of International Trauma Life Support (ITLS) or MPD approved program.

In addition, each Contractor EMT or Advanced EMT (AEMT) will obtain and maintain certification or licensing as follows:

- Any vehicle operator or driver shall possess such special class licenses and endorsements as are required, or may become required, for ambulance by the Washington State Department of Licensing or the personnel's state of residence,
- American Heart Association (Heart Code BLS) or Red Cross (BLS CPR) or MPD approved program.

In addition, the Contractor shall commit to lead and non-lead personnel being trained in Weapons of Mass Destruction Awareness. Finally, each lead technician shall be certified in ICS 100 and 200, and each non-lead technician shall be certified in ICS 100. Contractor shall ensure all certifications or training are complete within three months of the first day that Services are provided or of employment.

Contractor shall maintain copies of current and valid licenses and/or certifications of all emergency medical Personnel performing Services under this Agreement and provide copies to the EMS Program Analyst immediately upon request. In addition, Contractor shall provide the EMS Program Analyst with an executed Affidavit of Compliance to this effect annually within thirty days of the end of each year of the Agreement.

3. **Additional Training Required; Method Required –** In addition to required certification and training pursuant to Section two of the Agreement, Contractor shall train its personnel as follows and will provide web-based training via a platform or other resource ensuring the timely training of all personnel.

   a. **Required Trauma Training** – Contractor shall staff each ALS ambulance with a minimum of one Paramedic certified in Prehospital Trauma Life Support (PHTLS), or the

advanced level of International Trauma Life Support (ITLS) or MPD approved program. Contractor shall maintain copies of the current training documentation and valid certifications of all PHTLS or ITLS qualified Paramedics performing Services under this Agreement.

Contractor shall ensure its Paramedics obtain certification in PHTLS, or the advanced level of ITLS or MPD approved program, within three months of hire or execution of this Agreement.

b. **Company and EMS System Orientation and On-Going Preparedness** – Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall include at a minimum, provider agency policies and procedures; EMS system overview; EMS policies and procedures; radio communications with and between the provider agency, base hospital, receiving hospitals, and communications centers; map reading skills including key landmarks, routes to hospitals and other major receiving facilities within the City and in applicable surrounding areas; and ambulance and equipment utilization and maintenance. In addition, all frontline personnel must receive continual orientation to customer service expectations, performance improvement and the billing and reimbursement process.

c. **Preparation for Multi-casualty Incident and Active Threat Events** – Contractor shall train all ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics in their respective roles and responsibilities under the Clark County EMS MCI protocol and prepare them to function in the medical portion of the City's Incident Command System. The specific roles of the Contractor and other Public Safety personnel will be defined by the relevant plans and command structure.

d. **Assaultive Behavior Management Training** – Contractor shall provide ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol or other behavioral or stress related problems, as well as difficult or potentially difficult incidents on an on-going basis. Emphasis shall be on techniques for establishing a climate conducive to effective field management and for preventing the escalation of potentially volatile situations.

e. **Driver Training** – Contractor shall maintain an on-going driver-training program for ambulance personnel including drivers, supervisors, field supervisors, support staff, EMTs and Paramedics. Contract Administrator may review and approve the program, the number of instruction hours, and the system for integration into the Contractor's operations (e.g., accident review boards, impact of accidents on personnel performance reviews and compensation, etc.) upon execution of the Agreement and annually. Contractor will ensure personnel are trained and proficient in driver training skills upon hiring and require an

annual training refresher and skill confirmation. Additionally, Contractor shall ensure each driver is knowledgeable of the CSA geographic area and is able to read maps prior to driving any ambulance units.

f. Infection Control – Contractor shall create an operational framework focused on infection prevention that focuses on aggressive hygiene practices and proactive personal protective equipment donning (e.g. eye protection, gloves, etc.). Contractor shall develop and strictly enforce policies for infection control, cross contamination, and soiled materials disposal to decrease the chance of communicable disease exposure. Contractor shall maintain a documented biological pandemic response plan that is approved by the MPD.

g. Critical Incident Stress Management and Peer Support – Contractor shall establish a repetitive stress and critical incident stress action plan along with a peer support program, which must include an ongoing stress reduction program for Contractor personnel and access to trained, experienced, and culturally competent professional counselors. Contractor shall submit plans for these programs to the EMS Program Analyst for approval.

h. Homeland Security – Contractor and its personnel shall participate in and receive training in Homeland Security issues, including participating in existing programs available within the City for dealing with terrorist events, weapons of mass destruction and other Homeland Security issues.

i. Medical Confidentiality Compliance – Contractor shall provide initial and ongoing training for all personnel regarding compliance with Ch. 70.02 RCW, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the current rules and regulations enacted by the U.S. Department of Health and Human Services.

j. OIG Compliance – Contractor shall provide initial and ongoing compliance training for all personnel. This training shall be in accordance with the Office of Inspector General (OIG), U.S. Department of Health and Human Services Compliance Program Guidance for Ambulance Suppliers. This training is one component of the Compliance Plan required of the Contractor.

k. City – Vancouver Fire Department (VFD) Orientation (all, and new hire) - Contractor shall require its personnel to attend a one-time, 2-hour orientation to the City and VFD. Following execution of the Agreement VFD will provide a facility, instruction, and a recording at its cost. Contractor shall pay any Contractor personnel wages that accrue during this orientation. VFD will provide a recorded orientation training for later hired personnel to view.

City shall provide Contractor with all written Standard Operating Procedures ("SOPs") pertaining to this Agreement on or before December 1, 2024. Upon receipt, Contractor

shall copy and provide all personnel with a bound and electronic copy of the SOPs. Contractor shall require all personnel to sign an acknowledgement indicating they have read the SOPs, understand their provisions, or agree to seek clarification, and agree to follow them.

l. **City Annual Refresher -** Contractor shall require its personnel to attend an annual, 2-hour refresher orientation to the City and VFD. The refresher training will focus on crew resource management and joint policy review. VFD will provide a facility and instruction at its cost Contractor shall pay any Contractor personnel wages that accrue during this training.

m. **Mass Casualty Incident (MCI) and Active Threat Drills-Exercise** - Contractor shall participate in annual, MCI and Active Threat drills.

n. **Incident Command System (ICS)** – Within thirty days of the Effective Date of this Agreement, Contractor shall provide the EMS Program Analyst with written proof that all Contractor personnel have successfully completed IS700. Contractor shall conduct such ongoing training so as to maintain proficiency for all Contractor personnel. Contractor agrees to allow the City to participate in annual ICS trainings with Contractor's applicable personnel.

o. **Hazardous Materials Training** - Within thirty days of the Effective Date of this Agreement, Contractor shall provide the EMS Program Analyst with written proof that all Contractor personnel working in the field are trained to the minimum requirements for federal hazardous materials laws, 29 CFR 1910 Subpart H. Contractor shall conduct ongoing training as necessary to maintain proficiency for all Contractor operations personnel.

p. **Preceptor programs** – Contractor and the City shall participate in and assist each other in normal prehospital Paramedic preceptor programs.

4. **Low Acuity Call Screening (Nurse Navigation Program)**. Contractor will provide personnel for its Nurse Navigation Program. Where referred by CRESA 9-1-1, subject to MPD protocols, these personnel will direct persons with low acuity complaints to alternative care when medically appropriate.

5. **Equipment and Supplies** - Contractor shall provide all equipment and supplies currently required by the current Standard of Care. If the Standard of Care changes, Contractor will promptly update its equipment and supplies to conform to the updated standard.

   Contractor shall ensure its medical equipment is interoperable and compatible with existing equipment of the City, as managed by VFD. City may consider exceptions in its discretion and in compliance with Applicable Law.

Contractor shall provide specific bariatric equipment (e.g. power-lift gurneys, a bariatric ambulance, transfer tarps, etc.) and personnel training in lifting techniques to reduce the incidence of on-the-job injuries due to lifting patients.

6. **Clinical Innovation and Pilot Programs -** Contractor shall routinely work with the City to identify data-driven service innovations and pilot programs to elevate the level of clinical care. These innovations may include:

   a. **Telemedicine -** Working with the City and a Nurse Practitioner (NP) / Physician's Assistant (PA), patients can be seen in their homes. With the assistance of the NP/PA, Paramedics can treat patients in their homes and consult via mobile devices with the practitioner.

   b. **Expanded Scope Paramedics** - "Expanded Scope Paramedics" refers to Paramedics who go beyond the traditional focus of emergency response. They may take on additional duties and responsibilities, providing a wider range of healthcare services in both emergency and non-emergency settings. This could include such things as administering more complex medications, perform advanced procedures, and assisting in managing chronic conditions by engaging in preventative care, public health education, and home visits to manage or monitor high-risk patients.

   c. **Alternate Destination Transport -** There are now alternate destinations that patients can be transported to instead of the ER based on clinical diagnoses. Some of these destinations can include behavioral health facilities, detox centers, or urgent cares for Non 9-1-1 ("Routine") or non-emergency injury or illnesses.

   d. **Have the ability to coordinate and/or provide non-emergent alternative transportation (i.e., Lyft)** - During a pilot phase that City and the Contractor agree on, Contractor will not be required to adhere to performance standards if the program is not successful.

7. **Participation In System Development and Future System Enhancements** – The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Contactor shall actively participate in regional EMS activities and work groups. Contractor shall participate and assist in the development of system changes subject to negotiated costs, if any.

   During the term of the Agreement, the Contractor shall participate in studies to determine the efficacy and financial viability of implementing preventative services and alternative solutions that match individual healthcare needs with efficacious and fiscally responsible service for aging, at-risk and mental health patient populations.

Preventative services and alternative solutions include but are not limited to communications center nurse navigation systems, clinical computerized decision support systems, community Paramedic programs, alternative destination procedures, treat no transport protocols and field telehealth use. All services, solutions and programs shall be medically guided, approved by the City, and shall have a comprehensive evaluation process to assess patient outcomes to ensure personnel and patient safety. Any solution requiring communications center systems if implemented, shall use EMD protocols and shall be approved by the City.

8. **Community Health Status Improvement Initiatives -** The Contractor will take significant steps to improve injury prevention and system access through community education programs provided to the school system and community groups. It is the City's expectation that the Contractor will plan such programs working collaboratively with other public safety and EMS related groups such as the American Heart Association, American Stroke Association, the American Red Cross, and area healthcare organizations.

   Contractor shall annually undertake at least one significant project that demonstrably improves the health status of the community.

   Health status improvement programs targeted to "at risk populations" may include but are not limited to seat belt use, child safety seat use, bike safety program, participation in NTHSA Safe Communities Program, CPR training, 9-1-1 awareness, gun safety, hunting safety, drowning prevention, equestrian accident prevention, senior safety/fall prevention program, home hazard inspection program.

ARTICLE 4
OPERATIONS

1. The operations performance specifications set forth in Article 4 of this Agreement encourage continuous improvements to the level of service provided in the City and clarifies Contractor expectations and accountability. The following provisions define the expectations, core requirements, and activities required of the Contractor.

   a. **Emergency Response Zones** - The Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones that comprise the CSA are distinguished by response times and each zone is applied to multiple areas of the City, which may not be contiguous. The zones are designated as high call density (A) and low call density (B). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response. These areas are described on the map set forth in Appendix D.

b. All Emergency Calls. Contractor shall be the exclusive ambulance services provider and respond to all emergency medical calls received through the 9-1-1 system in the CSA as well as those emergency calls received through means other than 9-1-1.

c. Non 9-1-1 ("Routine") Calls – Contractor may respond to ALS and BLS Non-9-1-1 ("Routine") within the CSA. Contractor will not go below threshold level 2 for Non-9-1-1 ("Routine") transports.

d. Primary Response to Isolated Peripheral Areas of the CSA - While the Contractor shall respond to all 9-1-1 calls originating in the City, there are areas on the periphery where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the City will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction. City agrees mutual aid responses will not be counted for response time compliance.

e. Substantial Liquidated Damages for Failure to Respond - Contractor shall deploy and staff ambulances in a manner that allows for a response to all medical emergency dispatches to meet the performance requirements in this Agreement. If Contractor "Fails to Respond" with an ambulance to an emergency medical call within sixty minutes of notification from the PSAP, the City will assess liquidated damages as stated in Appendix B. These are rare and isolated events that may never occur and should not be confused with late or outlier responses. Examples of "Failure to Respond" include the: 1) Failure of dispatch to notify a crew to respond to a request for ambulance services; 2) Failure of a crew to respond to a request from dispatch; and 3) Diversion of an ambulance crew to another call without reassigning and sending an ambulance to the initial request.

2. Transport Requirement and Limitations - Contractor shall respond to all emergency medical requests in the CSA and provide ambulance transport if medically indicated in accordance with established protocols, subject to (a)(b) below.

a. Destinations – Contractor shall transport patients from all areas of the CSA, in accordance with the MPD's Destination Protocols.

b. Prohibition against Influencing Destination Decisions – Contractor and its personnel shall not influence or attempt to influence a patient's destination selection. If a patient requests a destination other than Contractor's intended destination, the request must be honored except where the patient's health may be jeopardized by potential delay or a specific MPD Destination Protocol dictates otherwise.

3. **Response Time Performance Requirements -** "Response Times," as defined below in Response Time Measurement Methodology, are a combination of dispatch, operations, and field operations. Because this Agreement is performance based, the City will not limit the Contractor's flexibility in the methods of providing ambulance service. This choice is based upon the Contractor's commitment to conform to the Response Time standards set forth below (the "Response Time Standards"). Therefore, an error on the Contractor's part in one phase of its operation (e.g., ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to Contractor's performance in another phase of its operation (e.g., clinical performance or response time performance). Appropriate Response Time performance is the result of a coordinated effort of the Contractor's total operation and therefore, is solely the Contractor's responsibility. Response Times shall be measured in minutes and seconds, from the moment of "Time Call Received" until "At Scene" by the first arriving ALS or BLS ambulance. The Contractor will work with CRESA to ensure that the Contractor's dispatch clocks are synchronized to the area PSAP.

   a. **Description of Call Classification** – The Contractor shall meet specified Response Times Standards classified as "Time Life Priority (Priorities 1 & 2)," "Emergent (Priorities 3 & 4)," and "Non-Emergent (Priorities 5 and 6),", all as set forth in Table 1. Priorities 1 through 6 are accomplished by presumptive prioritization in accordance with the current Emergency Medical Dispatching protocols as approved by the MPD.

   b. **Response Time Performance Requirements -** The two ERZ's -- designated as high call density (A) and low call density (B) -- shall be used for Response Time monitoring, reporting, and compliance purposes. In addition, the calls in each ERZ will be separately measured in the layers identified in Table 1. Priorities 1 - 6 are defined based on the MPDS or as determined by the MPD. The applicable Response Time Standard performance requirements for the ERZ's are specified in Table 1. Contractor shall submit Response Time Standards breaches to the EMS Program Analyst and the Operations Manager on the monthly compliance report due date. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

      i. **Time Life Priority Response Priority** - Priority 1 & 2 responses are defined based on the MPDS, or protocols as determined by the MPD.

      The Contractor shall place an Emergency ALS Ambulance on the scene of each Time Life (Priority 1 &2) assignment (as designated by CRESA) within the specified Response Time for that ERZ, for at least 90 percent of all Time Life (Priority 1 &2) response requests in any calendar month of the Term.

      The applicable Response Time performance requirements for the ERZ are specified in Table 1.

For every presumptively defined Time Life emergency call exceeding the Response Time Standard defined in this Agreement, Contractor shall document in writing the cause of the extended Response Time and Contractor's efforts to eliminate recurrence. Contractor shall provide a report with this data to the City promptly upon request.

ii. **Emergent Response** - Priority 3 & 4 responses are defined based on the MPDS, or protocols as determined by the MPD.

The Contractor shall place an Emergency ALS Ambulance on the scene of each Emergent (Priority 3 & 4) assignment (as designated by CRESA) within the specified Response Time for that ERZ for at least 90 percent of all Emergent (Priority 3 & 4) response requests in any calendar month of the Term.

iii. **Non-Emergent Response** - Priority 5 & 6 responses are defined based on the MPDS, or protocols as determined by the MPD.

Contractor shall place an Emergency BLS or ALS Ambulance on the scene of Non-Emergent (Priority 5 & 6) assignment (as designated by CRESA) within the specified Response Time for that ERZ for at least 90 percent of all Non-Emergent (Priority 5 & 6) response requests in any calendar month of the Term.

c. Remote Response - A small portion of the CSA falls outside the high or low density ERZ. Contractor shall perform using its best effort in these areas. However, Contractor shall immediately dispatch the closest unit available for time life Priority 1 & 2 responses in these areas and will not divert the assigned unit. City agrees remote response is exempt from response time requirements.

d. Lift Assists, Non-Emergency (Priority 5 & 6)– Contractor agrees to be the sole provider of extrication and transportation for all non-bariatric patients (weighing less than 300 pounds) with no assistance from the City. Contractor shall not contact City for non-bariatric patient lift assist or for Non-Emergency (Priority 5 & 6).

e. Summary of Response Time Requirements - Table 1 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

Table 1: Response Time Requirements

Priorities 1 & 2	**Time Life Priority ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 9:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 3 & 4	**Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 12:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 5 & 6	**Non-Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
Transporting Ambulance	*≤ 17:59 mins*	*≤ 29:59 mins*	*Best Effort*

4. **Notification of Delays for Non-Emergency Responses** - Whenever emergency ambulance response volume necessitates temporary delays in non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting non-emergency services.

5. **Response Time Measurement Methodology** – Contractor's Response Times shall be calculated on a monthly basis to determine compliance with the standards set forth in Table 1 above.

   The Response Time Standard measurement methodology employed significantly influences operational requirements for the EMS system. Therefore, the City refers to the following definitions to determine if Contractor meets the Response Time Standard in any particular month:

   a. **Call Receipt** - The Contractors' Response Time clock begins at "Call Receipt," which means the time when the Contractor's dispatch center receives adequate information to identify both the location of the call and the MPDS priority level.

   b. **At Scene** - "At Scene" means the time the first emergency ambulance of appropriate service level arrives and notifies the control center of the place where the ambulance will

be parked while the crew exits to approach the Patient (this is also known as "at address"). At Scene does not include a supervisory or other non-transport capable unit. In situations where the Emergency Ambulance has responded to a location other than the scene (e.g. staging areas for hazardous materials/violent crime incidents, non- secured scenes, gated communities or complexes, or wilderness locations), At Scene means the time the Emergency Ambulance arrives at the designated staging location or nearest public road access point to the patient's location. At Scene documentation occurs through either Mobile Computing Devices ("MDC"), Automatic Vehicle Locators ("AVL") or voice.

c. Response Time Intervals - The Response Time means the interval, in exact minutes and seconds, between the Call Receipt time and "At Scene" time, when the first ALS or BLS ambulance arrives, or the time a call is cancelled by the applicable CSA agency.

d. Failure to Report at Scene Time - In instances when ambulance crews fail to report and document At Scene time, the time of the next communication between dispatch and the ambulance crew shall be used as the At Scene time. However, Contractor may document the actual arrival time through another means (e.g. First Responder, AVL, communications tapes/logs, etc.) so long as an auditable report of any edits is produced.

e. Calculating Upgrades, Downgrades, Turn-around and Canceled Responses - From time-to-time special circumstances may cause changes in call priority classification. Response Time calculations for determination of compliance with Agreement standards and liquidated damages for non-compliance will be as follows:

i. **Upgrades -** If an assignment is upgraded prior to the arrival on scene of the Emergency Ambulance (e.g. from Priority 3 to Priority 2), Contractor's compliance and liquidated damages will be determined based on the shorter of:
   a) Time elapsed from ambulance assigned to time of upgrade plus the higher priority Response Time Standard; or
   b) The lower priority Response Time Standard.

ii. If an assignment is upgraded prior to the arrival on scene of the 9-1-1 BLS Ambulance (e.g. from BLS call to an ALS call), Contractor's compliance and liquidated damages will be determined based on meeting the higher priority response time standard from the point of upgrade to arrival.

iii. **Downgrades -** If a call is downgraded prior to arrival on scene of the Emergency Ambulance (e.g. from Priority 2 to Priority 3), Contractor's compliance and liquidated damages will be determined by:
   a) If the time of the downgrade occurs after the Emergency Ambulance has exceeded the higher priority Response Time Standard, the more stringent higher priority standard will apply; or

b) If the time of the downgrade occurs before the Emergency Ambulance has exceeded the higher priority Response Time Standard, the less stringent lower priority will apply.

iv. **Canceled Calls -** If an assignment is canceled prior to arrival on the scene by the Emergency Ambulance, Contractor's compliance and liquidated damages will be calculated based on the elapsed time from dispatch to the time the call was canceled, if that time was greater than the time allowed for that ERZ. Calls that are canceled prior to arrival within the applicable response time will be counted and included as on-time in the monthly compliance reports.

v. **Reassignment enroute -** Time life priority calls will take precedence over lower priority calls. If an Emergency Ambulance is reassigned enroute or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and liquidated damages will be calculated based on the assigned priority of the initial or the upgraded priority – whichever is shorter. The Response Time clock will be restarted at time of diversion for the original call, until the arrival of an Emergency Ambulance on the scene from which the Ambulance was diverted. (e.g. Ambulance "A" is dispatched to incident "1", a priority 4 event. En-route, Ambulance "A" diverts to incident "2". Ambulance "B" is then dispatched to incident "1". The time stamp for response time calculation for incident "2" starts at the time Ambulance "A" is diverted to incident "2." The time stamp for response time for incident "1" starts at the time of diversion for the replacement unit.")

f. Response Times outside Primary Service Area are excluded – The Contractor will not be held accountable for Emergency Response Time compliance for any assignment originating outside the CSA. Responses to requests for service outside the CSA area will not be counted in the total number of calls used to determine compliance.

g. Each Incident a Separate Response - Each incident will be counted as a single response regardless of the number of units that are utilized. The Response Time of the first arriving Emergency Ambulance will be used to compute the Response Time for that incident.

h. Response Time Compliance for Individual Emergency Response Zones - Response time requirements for the two Emergency Response Zones shall be reported and measured independently for compliance purposes. Specifically, all responses in the CSA in both zones are included in calculation of liquidated damages for emergency responses.

i. Maintaining Response Times - The City recognizes that Response Times standards are largely based upon call and population densities within the service area. In developing

Response Time Standards, the City has established 2 call density zones, low density, and high density, for Response Time compliance measurement.

Contractor shall maintain response levels at the highest possible level of compliance throughout each month regardless of whether Contractor will meet minimum levels of compliance in any month. Contractor shall use best efforts to minimize variations or fluctuations in response time performance according to the day of week, or week of month.

The City may periodically review any specific area or time frame within the month to identify if there are pockets of variable response time performance and refer such findings to Contractor for mitigation. While this requirement does not change the method of calculating contractual response time requirements, Contractor will report its mitigation strategy to City within 10 business days.

6. **Response Time Exceptions and Exception Requests** – The Contractor shall maintain mechanisms for backup capacity or reserve its production capacity to increase production when a temporary system overload persists.

   Contractor shall include every request from CRESA in its monthly calculation of compliance with the Response Time Standards.

   "Unusual System Overload" means 200 percent of the CSA average demand for the day of the week and hour of day. The average demand for each day and hour is to be calculated on an annual basis using the prior calendar year's actual run volume. Contractor will provide this calculation to City within 30 days of the end of each year of the Agreement.

   Contractor may not request a Good Cause exception for patient transfer delays at receiving facilities.

   City will not grant exceptions for the following: equipment failure, traffic congestion not caused by the applicable incident, ambulance failure, lost ambulance crews (whether by accident or otherwise), or other causes within the Contractor's control in City's discretion.

   Exceptions may be requested for the following situations. Each situation has a defined protocol for determining whether the City will grant an exception. The City will share the protocol with the Contractor, if requested.

   a. **Multi-casualty Disaster** - The Response Time requirements may be suspended at the sole discretion of the EMS Program Analyst during a declared multi-casualty incident, medical advisory, or disaster in the CSA or during a declared disaster in a neighboring jurisdiction

to which ambulance assistance is being provided by as approved by the Operations Manager.

b. Severe Weather - Requests occurring during a period of unusually severe weather conditions; such response time compliance is either not reasonably feasible or could be achieved only at a greater risk to EMS personnel and the public than would result from delayed response. For the avoidance of doubt, unusually severe weather condition means a snowstorm, ice storm, flooding, fog, severe thunderstorms, including hail or other similar weather events. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs. To qualify, the Contractor must provide sufficient documentation of an incident report filled out by the crew stating severe weather with confirmation by the weather service, or third party acceptable by the City, supporting such conditions. Reasonable effort must be shown by the Contractor that mitigation measures were employed (i.e., additional unit hours added) if an advance weather warning was issued by the weather service.

c. Disasters - Requests during a disaster confirmed by the City, locally or in a neighboring jurisdiction, in which the Contractor is rendering assistance. During such periods, the Contractor shall use best efforts to simultaneously maintain coverage within the CSA while providing disaster assistance as needed. Upon resolution of the disaster event, the Contractor shall apply to the EMS Program Analyst for retrospective relief from late-run liquidated damages accrued during the period of disaster assistance and for a reasonable period of restocking and recovery thereafter; and the EMS Program Analyst shall not unreasonably withhold approval of such request.

d. Local Hospital Divert - The City recognizes that when Clark County hospitals go on ambulance divert, the result may cause an increased transport distance that places demand on the system beyond the Contractor's control. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs. To qualify the Contractor must provide sufficient documentation showing the impact on unit status availability, the location of the available ambulances and responding ambulance, and hospital divert times and duration.

e. Multiple Patient Scenes - Requests that result from a response to and transport from multiple patient scenes requiring the utilization of three or more ambulances at a single incident. During these periods, the Contractor may apply retrospectively to the EMS Program Analyst for exemption to late runs only when a sufficient number of available ambulances were in the system at the time of the multiple patient incident within the CSA and no units were assigned outside the CSA.

f. Access - The City recognizes three specific conditions that limit access to the location of a call are beyond the Contractor's control. Specific conditions are limited to a) Contractor access blocked by train without an alternate route with equal or superior time of travel and

without railroad crossing; b) Contractor slowed by following first responder unit to scene of call; c) Construction if not previously known by Contractor, or if known, the Contractor did not have reasonable means mitigate its impact. To qualify the Contract must provide sufficient documentation showing one of the three conditions listed above occurred.

g. Ambulance Divert - An ambulance divert is defined as a responding ambulance being re-assigned to a more urgent call where a second ambulance being sent to the initial less urgent call has a late arrival time. An exemption may be considered if the following conditions are met a) Only units enroute to calls triaged as Priority 3, 4, 5 or 6 responses are diverted to higher priority calls; b) The diversion from the 9-1-1 call may occur only with the first diverted unit; and c) Documentation for eligibility includes the location of the available ambulances, responding ambulance and the diverted ambulance.

h. Multiple Ambulances - In cases where multiple Emergency Ambulances are dispatched to a single incident, the first arriving ambulance shall "stop the clock," and response times of later-arriving units shall be excluded for response time statistics and late-run liquidated damages.

i. Interstate Bridges on State Border - Responses to the northbound lanes of the Interstate bridges of I-5 and I-205 shall not be included in the response time calculations.

j. Good Cause – The EMS Program Analyst may allow, with Contract Administrator approval, exceptions to the Response Time Standards for good cause as determined in their sole discretion. At a minimum, the asserted justification for exception must have been a substantial factor in producing a particular excess Response Time, and Contractor must have demonstrated a good faith effort to respond to the call(s).

k. Third Alarm - The EMS Program Analyst may allow exceptions where a third alarm has been initiated and control over Contractor's resources has been attained by the Department Operations Center (DOC). Documentation for eligibility shall include the timestamp of the DOC control, and the release of Contractor's resources.

l. Exception Request Procedure - It is the Contractor's responsibility to apply to the City for an exception to a required Response Time.

If Contractor determines that any response or group of responses should be excluded from the calculation of Response Time compliance due to unusual factors beyond Contractor's reasonable control, the Contractor must provide detailed documentation for each actual response in question to the City and request that the City exclude these runs from calculations and liquidated damages. Any request must be in writing and received by the EMS Program Analyst no later than the monthly compliance report due date of the 15th, with that month's performance reports. A request for an exception received after the 15th

will not be considered. The EMS Program Analyst and/or Operations Manager will review each exception request and make a recommendation to the Contract Administrator for approval or denial. This decision shall be final.

At the sole discretion of the City, calls with extended Chute Times (the time interval from ambulance assigned to ambulance enroute) of more than 2 minutes may be excluded from consideration as exceptions.

7. **Response-time Performance Reporting Procedures and Liquidated Damages** - The Parties acknowledge and agree that substantial compliance with the terms and conditions of the Agreement is essential to providing the highest level of emergency medical services reasonably practical. Accordingly, the Contractor's failure to comply with this Agreement will result in liquidated damages for certain breaches of Contractor's obligations.

   a. **Response Time Performance Reporting Requirements** -

      i. **Documentation of Incident Time Intervals** - The Contractor shall document all times necessary to determine total ambulance Response Time.

         a) Time Documented: The Contractor shall document all times necessary, including but not limited to:
            i. Time call received by the dispatch/control center;
            ii. Time ambulance crew assigned;
            iii. Time enroute to scene;
            iv. Arrival at scene time;
            v. Total on-scene time;
            vi. Time enroute to hospital;
            vii. Total time to transport to hospital; and
            viii. Arrival at hospital time.

            Other times may be required to document specific activities such as arrival at patient side, times of defibrillation, administration of treatments and medications and other instances deemed important for clinical care monitoring and research activities.

         b) Format Recorded: Contractor shall record all times on the Patient Care Report Form (PCR) and in Contractor's CAD system. The Contractor shall provide real-time access to an interface with the CAD database and Electronic Patient Care Report Form (EPCR) database for the City to extract and corroborate Response Time performance.

c) Changes to Times: Contractor may make changes to times entered into the CAD, after the event, with documented justification. Contractor shall provide detailed notation of all errors or omissions to City and City will accept the changes in its discretion.

ii. **Response Time Performance Report** - Contractor's dispatch center shall document and report to the City, in a manner required by the City, no later than the monthly compliance report due date of the 15th.

a) Contractor shall use Response Time data in an on-going manner to evaluate Contractor's performance and compliance with Response Time Standards in an effort to continually improve its Response Time performance levels.
b) Contractor shall identify the causes of failures in performance and shall document efforts to eliminate these problems on an on-going basis.
c) Contractor shall provide an explanation for every call exceeding the required Response Time interval and describe steps taken to reduce extended responses in the future. A report with this data will be provided to the City on an as requested basis.

b. Liquidated Damages – Isolated instances of individual deviations of Response Time compliance shall be treated as instances of minor, non-compliance under the Agreement. However, severe, or chronic deviations of Response Time compliance may constitute a default of the Agreement.

i. **Failure to Report On-scene Time** - Contractor shall pay the City liquidated damages as stated in Appendix B each time an Emergency Ambulance is dispatched, and the ambulance crew fails to report and document on-scene time. The Contractor, in order to rectify the failure to report an on-scene time and to avoid the liquidated damage may demonstrate to the satisfaction of the EMS Program Analyst an accurate on-scene time.

Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the Response Time for that call shall be deemed to have exceeded the required Response Time for purposes of determining Response Time compliance.

ii. **Failure to Comply with Response Time Requirements** - Contractor shall pay the City liquidated damages as stated in Appendix B each month that the Contractor fails to comply with the Response Time requirements based on the percentage of compliance for applicable responses.

iii. **Repetitive Non-Compliance** - Liquidated damages are based on measurement of response time performance for all responses within the CSA and grouped by priority level. Each geographical area is a subset, and each geographical area is further subdivided for purposes of measurement based on response time priorities as set forth in Table 1.

Contractor is required to report performance for each priority level in each ERZ and in the designated zones. Repetitive non-compliance in any given subset is defined as three consecutive months or five instances of non-compliance in any twelve-month period. If the Contractor is repetitively non-compliant in any subset measure, the Contractor shall submit a plan of corrective action to the City within thirty days of being notified of repetitive non-compliance by the City. Failure to correct repetitive non-compliance may be considered a material breach of the Agreement.

Any subset of measurement of calls that does not exceed 100 responses in a single month shall be added to the next month's responses and accumulated until the minimum of 100 responses is documented at which point compliance determinations will be made.

iv. **Additional Provisions** - The City may impose liquidated damages as stated in Appendix B. For example, the Agreement will include liquidated damages relating to the failure to provide reports and information to the City by specified due dates, failing to leave PCRs documenting patient care at receiving institutions, failure to respond to a request, and responding and transporting in a BLS unit when the call requires an ALS response and transport.

8. **Data Management Software -** Contractor and City will collaborate to implement third-party system data monitoring and analytics software. The City will license or own the agreed-upon software at its cost. Contractor will pay any costs associated with integrating the selected tool with its systems and ensuring its ongoing raw performance data is shared with City during the Term at the City's direction and in compliance with the terms of the applicable software agreement. Contractor may propose software to City that it has determined is successful in other markets in which it participates. The Parties may mutually agree in writing to an alternative method of providing raw performance data at any time.

9. Fleet Requirement

a. The Contractor shall acquire and maintain all ambulances and support vehicles necessary to perform the Services under this Agreement. Contractor shall pay all costs of maintenance including parts, supplies, spare parts, and costs of extended maintenance agreements.

b. CONTRACTOR shall maintain a complete list of all vehicles including reserve vehicles used in performance of this Agreement, including license and vehicle identification numbers (VINs) and date of manufacture, and provide this list to the EMS Program Administrator within TEN (10) days of the Effective Date. CONTRACTOR shall report all changes to this list to the EMS Program Administrator within TEN (10) calendar days making any change to the list.

c. Contractor's ambulances shall meet the standards of Washington EMS rules and regulations, Ch. 18.71 RCW, Ch. 18.73 RCW, and WAC 246-976-260 through WAC 246-976-340.

d. Contractor's ambulances may be standard Type I or Type III for 9-1-1 ALS and/or 9-1-1 BLS use.

e. Contractor shall ensure its ambulances are branded in accordance with the City's written requirements.

f. Contractor shall ensure each ambulance is equipped with GPS route navigation capabilities.

g. Contractor shall ensure each ambulance is identically configured with the capability to carry all supplies necessary to function in accordance with City requirements and regulations. Contractor shall ensure all units are equipped to function at an ALS level. The sole exception to the preceding requirement is that no BLS units will carry narcotics of any kind. Contractor shall prohibit its personnel from stocking BLS units with narcotics.

h. Contractor shall ensure each ambulance providing Services contains a City-provided Gate Key as stated in Article 2.1.a. Contractor shall attest annually that each ambulance providing Services contains a City-provided Gate Key. Contractor will return all City-provided gate keys within thirty days of termination of this Agreement.

i. Contractor shall place into service only new vehicles or vehicles that are a remount of a refurbished box onto a new chassis. However, if Contractor elects to remount refurbished boxes onto a new chassis, Contractor will ensure that during any period of service, no more than 50% of the total fleet in service at any time will consist of refurbished boxes. Contractor is prohibited from replacing the box on a particular chassis more than once during the Agreement.

j. Contractor shall provide a bariatric response unit that meets applicable state requirements and is suitable for transporting patients identified to be of greater weight than is suitable for the normal fleet of ambulances. Contractor shall equip its bariatric response unit with a 1600-lb. capacity gurney, heavy duty transfer flat, ramp system, and power winch. Contractor shall ensure the bariatric unit is available within the CSA 24 hours a day, seven days a week, 365 days a year. Contractor shall ensure identical equipment and supply configurations as the remainder of the fleet are installed on the bariatric unit. Contractor shall provide personnel with training in lifting techniques to reduce the incidence of on-the-job injuries due to lifting bariatric patients.

k. Contractor shall have a mechanism in place to monitor driver safety during ambulance operation.

l. Contractor will remove an ambulance from service when the ambulance has reached a maximum mileage of 300,000 miles or more than 7 years from the date Contractor's vendor completes the ambulance modification. Contractor may request an exception in the event there are delays in end-stage ambulance manufacturer or remounting production time, which the City will grant in its sole discretion.

m. Contractor will remove from services supervisor and other support vehicles that have reached 300,000 miles.

n. Contractor will ensure no more than 50% of the ambulance fleet has more than 150,000 miles on any ambulance as of January 1, 2025. Contractor will provide to City and maintain a list of all vehicles detailing make, model, age, and maintenance records within thirty days of the end of each year of the Agreement.

o. Contractor shall maintain the number of ALS and BLS equipped and fully operating ambulances that represent at least 130% of the peak staffing level respectively. Contractor shall provide its peak staffing level within 30 days of the end of each year of the Agreement.

p. Environmental sustainability is one of City's highest priorities. The City has an adopted goal to achieve carbon neutrality by 2040 and is seeking to reduce greenhouse gas emissions from all sources, including transportation. The City anticipates that Contractor will help the City work towards its sustainability goals throughout the term of the Agreement. Examples of GHG-reducing measures related to transportation may include (but are not limited to): no-idling policies; the use of renewable or low-carbon fuels in vehicles and equipment; or the usage of hybrid or electric/zero-emission vehicles.

q. City may inspect Contractor's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements contained in the ambulance equipment and supply list as determined by City, MPD, or Applicable Law, the City may:

i. Immediately remove the ambulance from service until Contractor remedies the deficiency;

ii. Section 9(o)(i) shall not preclude dispatch of the nearest available BLS ambulance in response to a life-threatening emergency so long an ALS ambulance is also dispatched to the scene. City may adopt rules governing provisional dispatch of ambulances not in compliance with minimum in-service requirements; Contractor shall comply with these rules.

r. Contractor shall enroll all CSA agencies in its Pharmaceutical Reverse Distribution Program and exchange on a one-for-one basis any medication, excluding narcotics, that will be expiring within 90-120 days.

s. Contractor will restock replenishable EMS supplies on a one-for-one basis utilization on calls by all City first response agencies, through a dedicated requisition and supply system located within the CSA, that ensures par levels, tracking by agency and call.

t. Contractor shall retrieve equipment from hospitals and deliver it back to City, as managed by VFD. Contractor's supply technician will make routine hospital rounds to local hospitals, retrieve, and decontaminate the equipment prior to return to City, as managed by VFD.

10. Vehicle Maintenance - The Contractor shall maintain its vehicles consistent with the applicable manufacturer's specifications. In addition:

a. Contractor shall maintain detailed records of all work performed, costs related to repairs, and operating and repair costs analyses.

b. The Contractor shall maintain a maintenance program record-keeping system. The system shall track both scheduled and unscheduled maintenance (by vehicle and by fleet) as well as equipment failures that occur during ambulance responses. In the event that manufacturer specifications conflict, Contractor should consult with its fleet management to determine which specification to conform to.

c. Contractor shall design and conduct its vehicle maintenance program to achieve the highest standards of reliability appropriate to a modern emergency service. Contractor shall comply with or exceed the maintenance standards outlined in the most recently released CAAS Standards – Accreditation of Ambulance Services as published by the Commission on Accreditation of Ambulance Services.

d. Contractor shall immediately remove from service and remedy any ambulance or support vehicle with any deficiency that compromises, or may compromise, its function.

e. Contractor shall remove from service and promptly repair ambulances and equipment that have any defect that would not cause Contractor to remove it from service under subsection d above, including significant cosmetic damage.

f. Contractor shall pay all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties.

11. Equipment - Contractor shall provide all equipment necessary to provide the Services.

a. Contractor shall ensure that each ambulance is equipped with standardized on-board equipment, medical supplies and personal communications equipment and supplies to meet or exceed the minimum requirements of Washington EMS rules and regulations for ground ambulance and aid service equipment and communications equipment at WAC 246-976-300 and 310 and any additional requirements of the MPD.

b. Contractor shall ensure the equipment and supplies required under subsection a above are stored in the same location in all ambulances.

c. Contractor shall restock all expendable supplies including medications and controlled substances during any personnel shift change if supplies are low enough to create risk to any patient on any call.

d. Contractor shall maintain all medical equipment in good repair and safe working order. Contractor shall maintain accurate durable medical equipment routine checks, maintenance, failure, and occurrence records and provide them to the City upon request.

e. Contractor shall fully stock each ambulance and maintain sufficient medical equipment and expendable supplies to accommodate times of excessive demand in the system.

f. Contractor shall pay all costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services, and costs of extended warranties.

g. Contractor shall ensure its equipment and supplies are interoperable with the existing equipment and supplies of the City, as managed by VFD.

h. Contractor will immediately remove from service and promptly repair or replace any equipment with any deficiency that compromises, or may compromise, its function.

i. Contractor shall maintain bio-medical equipment in reserve to ensure consistent service delivery if critical pieces of equipment fail or require repair/service. Critical equipment is any equipment that would prevent Contractor from being able to fully provide the Services.

12. Communications System Management

a. Ambulance Communication Equipment

i. Contractor shall purchase or lease, install, and maintain all telecommunications equipment on the appropriate frequencies necessary to provide the Services.

ii. Contractor shall equip each ambulance with one portable radio for each crew member, and one mobile radio capable of interoperability with fire and medical communication channels, and with law enforcement.

iii. Contractor shall equip each ambulance with one mobile telephone that will provide continuous coverage in the CSA.

iv. Contractor shall equip its ambulances with AVLs, MDCs, and GPS mapping technology (GPS). The AVL system must interface with the current County Designated Communications Center CAD system, which is Hexagon v9.4 as of

the Effective Date. Contractor shall pay all costs associated with the purchase and on-going operations of its AVL system.

v. Contractor shall equip each ambulance, quick response vehicle, and field supervisor vehicle with a mobile computer with mobile data computer capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server by secure wireless technology. Contractor shall equip each ambulance with AVL and GPS fully interfaced to the CAD system for unit recommendation and system status deployment purposes.

vi. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of notifying Contractor personnel of response needs while on duty.

vii. Contractor shall ensure ambulance-to-hospital communications are configured so that Contractor personnel providing patient care can directly communicate with the applicable base or receiving hospital staff about the patient.

viii. Contractor shall operate its two-way radios in conformance with all applicable rules and regulations of the Federal Communication Commission, Washington EMS telecommunications rules, and all applicable City rules and operating procedures in accordance with Article 6.1, Data and Reporting Requirements.

ix. Contractor shall provide proposed changes to its Communications Systems Management for City's written approval prior to implementing changes.

ARTICLE 5
PERSONNEL

1. **Treatment of Incumbent Work Force** - A number of dedicated highly trained personnel are currently working in the current EMS system. Contractor shall use best efforts following contract award to ensure a smooth transition and to encourage current EMS personnel to remain with the system, as applicable. City requests that Contractor offer qualified non-supervisory personnel (dispatchers, EMTs and Paramedics) employment in substantially similar positions to those that existed with the prior contractor, in its discretion.

   Contractor shall employ and manage its personnel and resources fairly and effectively in a manner that ensures compliance with the Agreement and Applicable Law.

Contractor shall ensure patient care is not hampered by impaired motor skills that may occur in personnel working extended shifts, part-time jobs, voluntary overtime, or mandatory overtime without adequate rest. Contractor shall ensure its Paramedics and EMTs who work on an Emergency Ambulance or as field supervisors are provided with reasonable schedules developed to mitigate fatigue and safety concerns and in compliance with Applicable Law.

2. **Character, Competence and Professionalism of Personnel** - Contractor shall ensure its personnel are professional and courteous in conduct and appearance at all times when providing the Services. The Contractor shall immediately remediate a breach of this standard of conduct.

   In addition to complying with Applicable Law, Contractor shall ensure its personnel provide the Services without prejudice. Contractor shall develop training and internal mechanisms to assess for the existence of implicit bias in the provision the Services. Contractor shall maintain internal education and awareness programs to address prejudice and implicit bias. Contractor will provide evidence of these programs upon City's request.

   Contractor shall ensure no personnel provide Services without a license, permit or other credential, in compliance with Applicable Law. Contractor shall perform a background check, including criminal records check, of all personnel prior to their provision of Services under this Agreement in accordance with Applicable Law. Contractor shall make all determinations regarding its personnel except that City may require Contractor to reassign personnel if its personnel breach the standard of conduct or any other obligation the City requires under this Agreement.

3. **Internal Health and Safety Programs -** The Contractor shall maintain programs to enhance the safety and health of its personnel. These programs shall include driver training, safety, and risk management training. Contractor shall comply with Applicable Law and MPD requirements.

   The Contractor shall provide adequate Personal Protective Equipment (PPE) as prescribed by WISHA. Policies and procedures should clearly describe the routine use of PPE on all patient encounters.

4. **Internal Risk Management/Loss Control Program** - Contractor shall implement and maintain an aggressive health, safety, and loss mitigation program minimally including:

   a. Pre-screening of potential personnels, for fitness for duty (including drug testing).

   b. Initial and ongoing driver training.

   c. Lifting technique training.

d. Ongoing review of current information related to FDA medical device reportable events, recalls, equipment failures, and accidents. Address applicable items as needed.

e. Review and address employee health/infection control related information such as needle sticks, personnel injuries, immunizations, exposures, and other safety/risk management issues.

f. Planning for safety and risk mitigation processes will include, at a minimum:

i. Gathering data on all reportable WISHA incidents that occur among Contractor personnel.

ii. Devising policies prescribing safe practices and providing intervention for unsafe or unhealthy work-related behaviors.

iii. Gathering safety information as required by law.

iv. Implementing training and corrective action on safety related incidents, as required by law.

v. Providing safe equipment and vehicles.

5. **Evolving Statutory and Regulatory Requirements** - It is anticipated, during the term of the Agreement that certain regulatory requirements, for occupational safety and health, including but not limited to infection control, blood-borne pathogens, and TB, may be increased. It is the City's expectation that the Contractor will adopt procedures that meet or exceed Applicable Law.

6. **Labor Actions** – Contractor shall notify the EMS Program Analyst immediately of all anticipated or pending labor actions including strike votes and other work slowdowns. Contractor shall present a plan for the review of the EMS Program Analyst for continuing operations during a work slowdown or labor strike.

ARTICLE 6
MANAGEMENT

1. **Data and Reporting Requirements** - The long-term success of any EMS system is predicated upon its ability to measure and manage its affairs. Therefore, Contractor shall maintain accurate and complete records of all ambulance service calls to demonstrate its performance compliance and aid the City in improving, modifying, and monitoring the EMS system. Contractor shall make its records available for inspection by the City's authorized

representative at Contractor's office located in the CSA during regular business hours. Contractor and City will establish automated monthly reporting capabilities.

a. **Dispatch Computer & Software -** Contractor's dispatch computer and software shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation in compliance with Contractor's obligation as a Business Associate as stated in Appendix A. Contractor will provide access to this system pursuant to Article 4.8.

b. **Essential Patient Care Record and Assignment Data** - Contractor shall use City's approved electronic patient care record ("ePCR") system, ESO or any future system ("ePCR System"), for patient documentation on all EMS system responses. Contractor shall use the supplied common incident number (CRESA EID) generated by the public safety answering point ("CRESA" or "PSAP"), to facilitate patient-centered care and quality improvement as approved by the MPD. City's ePCR System is National Emergency Medical Service Information Systems NEMSIS and Washington (WEMSIS) compliant. The Contractor shall leave a copy of the patient care record (electronic or printed) at the receiving hospital upon delivery of each patient in accordance with Applicable Law. When the Contractor leaves a "paper worksheet" at the receiving facility and then utilizes an electronic patient care record, the Contractor must; i) combine the "paper worksheet" electronically with the ePCR System, ii) assure the "paper worksheet" includes essential patient identification (ID), treatment information, crew ID, crew contact information and other data required by the MPD or facility, iii) make every effort to assure that an ePCR transmitted after the crew departs the facility is routed to the patient medical record and attached, and, iv) assure the ePCR is completed and sent within 24-hours of the transport.

   Within 24 hours, Contractor shall provide access to patient care records in computer readable format and data suitable for statistical analysis for all priorities for the EMS Program Analyst, MPD and receiving hospitals. Records shall contain all information documented on the ePCR System for all EMS system responses including patient contacts, cancelled calls, and non-transports.

   The Contractor shall identify files or ePCRs for trauma transports (patients meeting trauma triage criteria). Contractor shall be required to provide other requested data points, including any needed modifications to support EMS system data collection.

c. **Monthly Reports Required** – Contractor shall provide City with monthly reports reporting on the previous month's clinical, operational, and financial performance, within 15 days of the end of any month. Contractor shall document and report to the

EMS Program Analyst in the format the City requires. Contractors shall report on response time compliance and nonclinical customer complaint and resolutions monthly. Contractor will provide any other reports City requests on an ad hoc basis, within 15 days of City's request. The City shall provide a list of required reports and their frequency and due dates to the Contractor annually.

Contractor shall prepare the following reports and may prepare other reports in its discretion:

i. Clinical

- Continuing education performance reports including clinical skill performance (IV, IO, Advanced Airway);
- Performance measures identified by the MPD office including Washington State KPIs and NEMSQA guidelines;
- Any reports required by MPD office;
- Summary of clinical/service inquiries and resolutions;
- Summary of interrupted calls due to vehicle/equipment failures;

ii. Operational

- Calls and transports, by priority for each Emergency Response Zone and Ambulance Zone;
- Upgraded calls where a BLS unit requested ALS intercept and/or response;
- Time on task which includes reporting the number of ALS unit hours that were potentially put back into the system by measuring time of task from dispatch to availability of the 9-1-1 BLS transport units;
- Scheduled versus actual unit hour and unit hour utilization (UHU);
- Total time in minutes, percentage of total time, when (date and time), that Contractor is at System Status level Zero;
- A list of mutual aid responses to and from EMS systems;
- EMS transports to and from medical aircraft;
- Calls processed by Nurse Navigation Program, including call outcomes;

iii. Financial

- Annual unaudited financial reports demonstrating economic stability and sustainability of Contractor within CSA, due September 30 each year for January-June;

- Annual audited financial statements of the local (solely Clark County) operating entity under which Contractor provides the Services, due April 30 each year for the prior year;

iv. Response Time Compliance

- Contractor Exception reports and resolution;

v. **Response Time Statistical Data** - No later than the monthly compliance report due date of the 15th, Contractor shall ensure that ambulance Response Time records are available to the City in a computer readable format approved by the EMS Program Analyst and suitable for statistical analysis for all ambulance responses originating from requests within the CSA. The records shall, at a minimum, include the following data elements:

- Unit identifier
- Initial location of responding ambulance
- Location of call – street address
- Location of call – city, town, or unincorporated City
- Location of call - longitude and latitude
- Location of call – Emergency Response ZoneERZ
- Nature of call (EMD Code)
- Code to scene.
- Date and time call received.
- Date and time call dispatched.
- Date and time unit enroute.
- Date and time unit on-scene.
- Date and time unit enroute to hospital.
- Date and time unit at hospital.
- Date and time unit clear and available for next call.
- Outcome (dry run, transport)
- Receiving hospital
- Code to hospital.

vi. The below reports will be provided annually rather than on a monthly basis.

- Payor type
- Service level
- Transported miles
- Insurance type primary

- Insurance type secondary

vii. **The below reports will be provided on an as requested basis rather than a monthly basis.**
   - Response Time Compliance: A list of each emergency call dispatched for which Contractor did not meet the Response Time standard by 2 minutes for Time Life (Priority 1 and 2) calls, for each ERZ and an explanation of why the response was late.
   - Response Time Statistical Data: Number of immediately dangerous to life and health (IDLH) Stand-by events.

viii. **Personnel Reports** - Contractor shall provide the City with a list of Paramedics, EMTs and dispatchers currently employed by Contractor at least annually and shall provide an updated list whenever there is a change to its personnel.

The personnel list shall include, at a minimum, the name, Washington Paramedic license and expiration date or EMT certification and expiration date, ACLS expiration date and Washington Driver's License number and confirmation of driving and criminal record checks of all personnel on the list.

ix. **Community/Governmental Affairs Report** - Number of conducted community education events, Public Relations activities, first responder recognition, Government relations contact report. Contributions, cash or in kind, to communities within the CSA.

x. **Electronic Access to Report** - Contractor shall provide access capability to COV, at the Contractor's expense, to provide the City access to all PCRs and provide a mechanism to create customized reports for the City monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

xi. **Other Reports** – The Contractor shall provide the City with such other reports and records as may be reasonably required by the EMS Program Analyst.

xii. **Data Integration** - Contractor agrees to work closely with the City, MPD and local hospitals to identify and implement ways to pursue further system integration and improve the patient experience such as EPIC and LifeNet.

These shall include training integration, medical records systems, and quality review processes. Contractor will provide payment for its equitable portion of the data integration process.

ARTICLE 7
EMS SYSTEM AND COMMUNITY

1. **Participation in EMS System Development** - The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Contractor shall actively participate in EMS activities, committee meetings, and work groups, and shall participate and assist in the development of system changes.

2. **Accreditation** - Contractor shall have or attain accreditation as an ALS Ambulance Service through the Commission on Accreditation of Ambulance Services (CAAS) or comparable organization within 24 months of the Agreement Effective Date. Contractor shall maintain its accreditation during the term of the Agreement.

3. **Major Incident** - Contractor shall participate in staff call-back and Emergency Operations Center (EOC) activation when a major incident occurs within the CSA as determined and requested by the Operations Manager, at its own expense.

4. **Multi-casualty and Disaster Response** – Contractor shall cooperate with CSA agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the multi-casualty and disaster response CSA plan.

   Contractor shall provide standby service in the event of a disaster as declared by the Operations Manager, at no cost to the CSA agencies.

   If a disaster occurs within the CSA, the Contractor shall assign a Field or Dispatch Manager/Supervisor to deploy to the designated department operations center (DOC) (when activated) as a liaison upon request. In the event the disaster is within the CSA, or in the event the City directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the City and Contractor shall respond in accordance with the multi-casualty and disaster response CSA plan. Contractor shall use best efforts to maintain primary emergency services, which may be by email.

   At a multi-victim scene, Contractor's personnel shall perform in accordance with the City multi-victim response plan and within Incident Command System (ICS).

   During a disaster, the EMS Program Analyst will determine on an incident-by-incident basis if the Contractor may be temporarily exempt from Response Time standards. Contractor shall

return all of its resources to its primary area of responsibility and shall resume all operations as required under the Agreement immediately following when Contractor is notified that multi-casualty or disaster assistance is no longer required.

a. **Internal Disaster Response Notification** - Contractor shall develop a plan for immediate recall of personnel during multi-casualty or widespread disaster as requested by the EMS Program Analyst, which shall include a system for Contractor to alert off-duty personnel.

b. **Incident Notification** - Contractor shall have a mechanism in place to communicate current field information to appropriate CSA staff during multi-casualties, disaster response, hazardous materials incidents, and other events.

c. **Interagency Training for Exercises/Drills** - Contractor shall participate in approved exercises and disaster drills and other interagency training within the CSA, as approved by the Operations Manager.

d. **Continuity of Operations Plan (COOP)** - The Contractor shall develop a local Continuity of Operations (COOP) plan no later than 18 months after the Effective Date. Contractor shall include in its COOP plan essential functions identification; orders of succession; delegations of authority; protection of vital records and databases; alternate operating facilities, interoperable communications, and capability readiness, and any other COOP-related information Contractor determines is necessary to include in its plan.

5. Mutual-aid and Stand-by Services

a. **Mutual Aid Requirements** – Contractor shall respond in a mutual aid capacity for ambulance services only, or to other service areas outside of the CSA if so, directed by the Operations Manager, or in accordance with mutual aid agreements previously approved by the Operations Manager. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes, and nature of mutual aid responses made by other agencies to calls originating within the CSA.

   The Contractor should be aware the maximum use of mutual aid responses made by non-Contractor entities to calls originating within the City is capped at 3% of calls and breach of this limitation is subject to liquidated damages as stated in Appendix B.

b. **Non-dedicated Stand-by Service** – "Non-dedicated Stand-by Service" means stand-by in which the IC requests an ambulance for an event. This shall be a non-reimbursable event.

c. **Dedicated Stand-by Service (IDLH-SWAT)** - Contractor shall provide, at its cost for up to 60 minutes, to City or requesting agency, stand-by services at the scene of an emergency incident within its emergency response area when directed by CRESA. A unit placed on stand-by shall be dedicated to the incident until released by the ICContractor time in excess of sixty minutes shall be a reimbursable event at the hourly rate as identified by the Contractor and approved by the City.

d. **Special Events Services** - City may request special events services from Contractor in the future. Contractor will work together with City to ensure City special events are staffed appropriately. Contractor may separately negotiate with any third-party for special event services as long as there is no impact to the Services.

6. **Permitted Subcontracting** - The Contractor may subcontract with another provider(s) for management, administrative services, dispatch center services, billing, and collection activities with prior written consent from the EMS Program Analyst. Contractor shall pass through and ensure its approved subcontractors comply with this Agreement, including reporting obligations, dispatch center obligations, business associate obligations, and all MPD requirements for personnel licensing in Clark County, Washington. A breach by Contractor's approved subcontractor will be deemed a breach by Contractor. City will enforce liquidated damages provisions against Contractor for any liquidated damages incurred by an approved subcontractor.

7. **Handling Service Inquiries and Complaints** - Contractor shall log all inquiries and service complaints and provide prompt response and follow-up to user inquiries and complaints. Contractor shall respond in compliance with Applicable Law governing patient record confidentiality.

   City will forward all complaints it receives to Contractor within two business days. The Parties will work together to determine who will respond to the complaint.

   In addition to its monthly reporting obligations, Contractor shall send copies of any inquiries and resolutions of a clinical nature to the MPD or the City within 24 hours. In addition, copies of such complaints will be made available to the EMS Program Analyst upon request.

8. **Community Outreach and Education Events -** Contractor shall partner with CSA agencies for outreach and education with CPR courses for CSA schools, businesses, and other local organizations, as well as for the professional and lay rescuers, as approved by the Operations Manager.

9. **Trauma Service Verification** - Contractor shall attain and maintain ALS transport trauma service verification in accordance with Chapter 246-976 WAC.

ARTICLE 8
DISPATCH AND COMMUNICATIONS

1. **Communication with Ambulances** – Contractor shall maintain an International Academy of Emergency Dispatch (“IAED”) accredited communications ("Dispatch”) center 24 hours daily, 7 days a week, 365 days per year, with direct communication between its ambulances at any location within their service area and its dispatch center.

2. **Staffing of Dispatch Center** - Contractor shall maintain dispatch center staffing at levels to ensure CSA dispatch times are not delayed from competing/simultaneous demands for response from Contractor’s other operations. Contractor shall not use any type of answering service as part of its Dispatch. Contractor shall ensure its personnel are trained and proficient in the CSA protocols, policies and procedures, and the CSA geography.

    a. **Certification Requirements** – Contractor shall ensure its medical call takers and dispatchers are IAED - Emergency Medical Dispatcher (“EMD") certified. In addition, Contractor shall furnish control training officers and training managers certified as a NAED - Emergency Medical Dispatcher Quality assurance (EMD-Q).

    b. **In-Service Training** – Contractor shall offer an in-house in-service training program for medical call takers and dispatchers to meet the EMD certification requirements and maintain proficiency levels in System Status Management (“SSM”), CAD and communications systems, organization policy and procedures and ongoing operational changes.

    c. **Internal Dispatch Center Quality Improvement** – Contractor shall provide a structured program of ongoing internal quality improvement that meets the requirements of accreditation established by IAED. This includes, but is not limited to, participation in the City and CRESA's Medical Dispatch Review Committee, case reviews, and training.

    d. **Standard for Call Pick-Up** – Contractor will answer all calls for Services within three rings or ten seconds with at least 90% compliance.

3. **Dispatch Center Accountability**

    a. City will exempt Contractor from late-run penalties and Response Time standards when Contractor provides documented records that CRESA provided inaccurate or incomplete information, which materially impacted Contractor's ability to respond in compliance with the Response Time standards.

b. Contractor's response time clock shall start after initial interrogation and computer transfer of information to Contractor by CRESA 9-1-1 via CAD interface with a MPDS code.

c. During periods of temporary malfunction of CRESA's 9-1-1 data transfer capabilities, the Contractor's response time clock shall start upon oral receipt (via "ring down" line installed and maintained at Contractor's expense) of response priority code, chief complaint, location/premise information, and callback number.

4. Dispatch Center Location and Responsibilities

a. EMD call taking and dispatching functions shall be provided by the Contractor's dispatch center and by CRESA operations as outlined below:

i. CRESA 9-1-1 shall be responsible for 9-1-1 call taking functions.

ii. Contractor shall be responsible for seven-digit Non-9-1-1 (“Routine”) call taking functions, system status control and the dispatch of its ambulances for all calls received from both CRESA 9-1-1 and seven-digit callers.

iii. The two-way CAD interface between dispatch centers shall provide for a fully informed management of system resources.

5. CAD System - The Contractor shall furnish at its own expense a SSM- based CAD system. Contractors shall ensure its CAD can interface with CRESA's 9-1-1 CAD (Hexagon v9.4 as of the Effective Date) and can produce a complete electronic record of primary data from dispatch activities in the format prescribed by CRESA 9-1-1.

The Contractor shall provide the following on all ambulances: MDCs on all ambulances linked to the two-way CAD interface; AVLs; the City-approved GIS data for CAD mapping; all premise and available information that CSA agencies receive; the latest approved version of Medical Priority's ProQA triage software and Advanced Quality Assurance software, or as approved by the MPD; and back-up power provided through UPS and generator.

6. Streamlined Process – The Contractor shall furnish and maintain at its own expense a two-way interface between CRESA's 9-1-1 CAD and Contractor's CAD. Contractor shall ensure its CAD interface provides instantaneous and simultaneous transmission of call-related information and unit status updates between CRESA's 9-1-1 CAD and Contractor's CAD as well as the following:

a. **9-1-1 Data Transfer with CRESA -** CRESA is responsible for providing an appropriate hardware interface within the CRESA 9-1-1 facility, and for allowing Contractor reasonable access to install and maintain the connection.

b. **Automatic Transmission** - Information initially obtained by the call taker must be simultaneously transmitted to the 9-1-1 Fire/EMS dispatch console and Contractor's dispatch center on all medical requests requiring 9-1-1 response.

c. **Electronic Transmission** - CAD communication systems must be designed to ensure premise-entry updates and additional medical information (i.e., gathered during the EMS process or from the system's medical database) is simultaneously transmitted to the 9-1-1 Fire/EMS dispatch console and Contractor's dispatch center.

d. Clocks in Contractor's dispatch center and CRESA are synchronized.

7. **Emergency Medical Dispatch Protocols** – Contractor shall use and maintain the currently-approved version of MPDS (or similar as approved by the MPD) as the initial triage for all calls requesting medical response (including "Non-9-1-1 ("Routine") Transfers"). Contractor shall also use and maintain the current CRESA 9-1-1 approved version of ProQA.

8. **Telephone and Computer Connections** – Contractor shall provide straight-line telephone and computer connections to CRESA 9-1-1.

9. **Telephone and Radio Recording** – Contractor shall ensure all telephone lines on which calls for service can be received are continuously recorded with a time and date stamp when in use. Telephone line recordings shall be maintained for 180 days. All radio communications are to be recorded with a date and time stamp and maintained for 180 days.

10. **System Upgrades** - Contractor shall cooperate with the City during any planning and implementing upgrades and enhancements to the CRESA 9-1-1 dispatch and communications system. Contractor shall provide payment for its equitable portion of all system upgrades and enhancements.

11. **Response Time Reduction Strategies, Co-Location of Resources, and Other Enhancements** – Contractor will meet with the Operations Manager upon request to discuss response time reduction strategies, co-location of resources and other system enhancements and implement any agreed upon decisions.

12. **Multilingual Communication** – Contractor shall provide access to qualified interpreters that may be instantly called into conversations for multi-lingual triage.

13. **Evolving Interface Initiatives** – The Contractor shall participate in developing the ambulance component of the CentralSquare Technologies "Unify" (CAD2CAD), to enhance specific interoperability within the region for delivering real-time updates between communication dispatch centers, first responders and crews.

ARTICLE 9
ADMINISTRATIVE PROVISIONS

1. **Contractor Revenue Recovery** - The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

    a. **Patient Charges -** Contractor shall comply with fee schedules and rates approved by the City for Base Rates and Mileage Charges (together, the "Charge Rates"). The current rates are included in Appendix B.

    b. **Prohibited Charges**

        i. Contractor shall not impose any unfair or excessive charges or fees related to patient care.
        ii. Contractor shall not charge any patient the ALS or BLS rate for treatment, supplies, or equipment unless Contractor's ambulance transports the patient, except in the following two instances:
            a. Contractor may charge Medicare, Medicaid, or Commercial Insurance for emergency response to a patient who is determined to be dead on arrival, following arrival at the incident, who is not transported: or
            b. Contractor may charge Medicare, Medicaid, or Commercial Insurance for emergency response to a patient if the patient received one or more ALS medications or procedures (IV or medication) (i.e. diabetic patient with glucose administration; however, glucose test alone is not billable).
        iii. Contractor shall charge the ALS rate only when the patient treatment meets the current Medicare description of pre-hospital ALS patient care procedures.
        iv. Contractor personnel shall not make any on-site, enroute, or upon delivery solicitations or requests for payment of any patient or person.
        v. Contractor is a Ground ambulance services organization under RCW 48.43.005(28). Contractor shall comply with RCW 48.49.200 and its implementing rules as stated in the Washington Administrative Code, as

may be applicable. Contractor shall not request or require a Patient at any time, for any procedure, service, or supply, to sign or otherwise execute by oral, written, or electronic means, any document that would attempt to avoid, waive, or alter any provision of RCW 48.49.200.

c. Fee Adjustments - The Contract Administrator will approve annual increases to patient charges based on changes in the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue) which is published in November. Contractor shall file by November 30th of each year of the Agreement and maintain with the EMS Program Analyst a current rate schedule of all patient fees and charges applicable to this Agreement.

If City extends the term of the Agreement City will review the current Charge Rates and compare those Charge Rates to the current Medicare allowable rate for the contracted service area. Charge Rates may be reset at 325% of the current Medicare allowable rate at that time.

City must approve all changes to patient Charge Rates in writing.

d. Extraordinary Cost Adjustments - In the event extraordinary circumstances substantially impact Contractor's costs of providing Services or there are substantial reductions in revenue caused by factors that are beyond the control of Contractor, Contractor may request increases or decreases in charges to patients to mitigate the financial impact of the extraordinary circumstances. Contractor may not request a cost adjustment that is effective during the first year of the Agreement but may apply to the EMS Program Analyst during the first year of the Agreement for a rate adjustment effective at any time following the first year of the Agreement. Contractor shall submit a request at least 60 days prior to the requested effective date. The EMS Program Analyst shall review the application and forward the recommendation to the Contract Administrator for approval. Contractor and City will engage in the following procedure to evaluate the request:

i. Contractor shall document, using generally accepted accounting procedures, the actual financial impact of such increased pricing upon Contractor's costs of production.

ii. Only the effects of increased prices, excluding any effects of increased consumption, shall be considered for purposes of fuel related adjustments.

iii. No adjustment shall be allowed for insurance cost increases that are attributable to Contractor's poor risk management (locally or at other sites).

iv. No additional adjustment shall be allowed for increased labor costs beyond the allowed inflation adjustment.

v. Only the portion of increase in prices not already accounted for within the provision for automatic inflation adjustment set forth in "ii" above shall be considered.

e. Billing and Collections – Contractor is solely responsible for all billing and collection functions related to Services rendered pursuant to the Agreement. Contractor shall perform its billing and collection functions in a professional and courteous manner and in accordance with Applicable Law.

Contractor shall not seek payment from City for any bill issued to a person or entity for services provided to that person or entity.

Contractor shall conduct all billing and collection functions for the EMS system in a professional and courteous manner and in accordance with Applicable Law, procedures, and policies. Contractor shall operate or contract for a billing and accounts receivable system that is well documented, easy to audit, and that minimizes the effort required of patients to recover from applicable third-party sources. The billing system must:

i. Electronically generate and submit Medicare claims.

ii. Itemize on all patient bills the procedures and supplies Contractor used to render Services.

iii. Be capable of responding to patient and third-party payor inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

f. Consideration – Contractor agrees that the requests for ambulance service referred to it under this Agreement is fair and adequate consideration for providing the Services under this Agreement.

2. **Compliance with Applicable Law**. – Contractor shall comply with Applicable Law in the operation of its business, including human resource management, and in the provision of the Services.

    a. **Medicare and Medicaid Compliance Program Requirements** –Contractor shall implement a comprehensive compliance program for its activities, including processes related to documentation, claims processing, billing, and collections. Contractor's compliance program shall materially comply with the current guidelines and recommendations outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers most recently published in the Federal Register. Contractor will engage a qualified entity to conduct a claims review annually as described in the OIG Compliance Guidance. During Contractor's claim review, a minimum of 50 randomly selected Medicare claims will be reviewed for compliance with CMS rules and regulations, appropriate documentation, medical necessity, and level of service. Contractor will submit the report to City within 120 days of the end of each year of the Agreement.

    b. **HIPAA Compliance Program Requirements** – Contractor shall implement a comprehensive plan and develop appropriate policies and procedures to comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and current rules and regulations enacted by the US Department of Health and Human Services ("HIPAA").

    Contractor shall ensure it is compliant with HIPAA. Contractor shall immediately report any HIPAA violation related to this Agreement to City including Contractor's actions to remediate the violation.

    Pursuant to HIPAA, City is a "Covered Entity." Contractor is City's business associate under HIPAA and will enter a Business Associate Agreement with City pursuant to providing Services under this Agreement, attached as Appendix A.

    c. CONTRACTOR'S Anti-Kickback Policies. CONTRACTOR will comply with its Code of Conduct, and Anti-Kickback policies and other compliance policies, as may be amended from time-to-time and will provide these policies to the City upon request., CONTRACTOR represents and warrants that its personnel shall comply with CONTRACTOR's compliance policies, including training related to the Anti-Kickback Statute.

    d. Ability to Participate in Federal Healthcare Programs. CONTRACTOR represents and warrants that neither it nor any practitioner who orders or provide services on its behalf

has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a).

e. CONTRACTOR further represents and warrants that it is eligible to participate in Federal healthcare programs and in any other state or federal government payment program.

f. CONTRACTOR shall prohibit any of its personnel that have been excluded from participation in Federal healthcare programs from providing Services to City under this Agreement.

3. **Product Endorsement/Advertising/Use of Name** – The Contractor shall not use the City or Fire District 5 to endorse any products, services, or political activities without the express written consent of the Contract Administrator, which consent may be sought through the EMS Program Manager.

4. **Notice of Litigation** – Contractor shall notify City within 24 hours of becoming aware of any material litigation or potential material litigation.

5. **Location of Offices** - Contractor shall maintain an administrative office within Clark County Limits. Contractor shall notify the EMS Program Analyst in writing 90 days before moving the office.

6. **Responsible Individual** – Contractor's designated representative shall work physically in the Contractor's local administrative office. Administration of this Agreement shall be the designated representative's primary job function. Contractor shall notify the EMS Program Analyst at least 90 days prior to appointing a new designated representative; provided, if extraordinary circumstances do not permit 90 days advance notice, Contractor shall notify the EMS Program Analyst as soon as possible.

7. **Billing/Collection Services** – On an annual basis, the Contractor shall provide the City with a percentage of charges by payer group.

8. **Agreement Accounting Procedures**

a. Invoicing - The City shall invoice Contractor for liquidated damages following the City's receipt of Contractor's monthly performance reports and the determination of liquidated damages by the EMS Program Analyst. Contractor shall pay City and or dispute in writing invoiced amounts on or before the 30th day after receipt of the invoice. If the disputed invoices have not been resolved to the City or Contractor's

satisfaction, Contractor shall pay the disputed in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts.
The Contract Administrator will review disputes and make the decision to eliminate, modify, or maintain the appealed liquidated damages in their sole discretion.

b. Compliance Reporting, Audits, and Inspections – Contractor shall maintain separate financial records for Services provided pursuant to the Agreement in accordance with generally accepted accounting principles.

i. After 15 days' notice and during normal business hours, City and the MPD shall be allowed to observe Contractor's operations. Contractor shall make available for City's and MPD's examination and audit all business records including financial records related to the Agreement at the Contractor's local office or other mutually agreeable location. The City may audit, copy, make transcripts, or otherwise reproduce such records, including contracts, payroll, inventory, personnel and other records, daily logs, conditions of employment, all operational and procedure policy manuals, excerpts or transcripts from such records, audited financial statements by certified public accountants for Contractor's ambulance operations in the CSA and/or separate business records of financial accounting of any other businesses that share overhead with the Contractor's ambulance service operation, all relevant fiscal records and other data related to all matters covered by the Agreement.

ii. The City and the MPD shall, at any time, and without notification, be granted access and allowed to directly observe Contractor's operation of its dispatch center, maintenance facility or any ambulance post location. The City and the MPD shall be allowed, after providing at least 5 minutes' notice, to ride as third person(s) on any of Contractor's ambulance units; provided however that in exercising this right to inspection and observation the City will conduct itself in a professional and courteous manner, shall not interfere in any way with Contractor's personnel in the performance of their duties and contractual responsibilities or otherwise in Contractor's relationship with its personnel, and will abide by Contactor's policies and procedures for ride-a-longs.

City may require Contractor to provide periodic report(s) in the format specified by the EMS Program Analyst to demonstrate billing

compliance with relevant rules and regulations and adherence with approved and specified rates.

Contractor shall maintain current and accurate billing and accounts receivable information. During the Term, Contractor shall provide to the EMS Program Analyst, within 120 days after of Contractor's fiscal year, written data that clearly identify collection rates and compliance with rate structure as well as the preliminary balance sheet and income statement for its operations under this Agreement. City will maintain confidentiality of submitted financial records and statements in compliance with Applicable Law.

Contractor shall execute and provide an Affidavit of Compliance to City annually, which states that all billings and charges are in compliance with Applicable Law.

Contractor shall forward bills, charts, and other related materials within 15 days of a request by the EMS Program Analyst.

If the EMS Program Analyst determines an independent review or audit by a certified public accountant is necessary, the EMS Program Analyst will advise Contractor in writing of the City's intent to procure the review or audit. The Contractor shall not be obligated to pay more than the commercially reasonable costs and fees for any review or audit.

9. **City Contract Administration Costs –** Contractor will reimburse City for certain expenses related to compliance monitoring and managing this Agreement and the provision of medical direction and PSAP services ("Costs"). The annual payment is as stated in Appendix B. The Contractor shall pay the annual payment in monthly installments beginning on the Effective Date of the Agreement. Contractor will pay subsequent payments on or before the last day the month. For the avoidance of doubt Contractor's second payment is due on or before January 31st. Contract Administrator may increase the Costs annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue) or the Parties may renegotiate the Costs at any time due to unforeseen economic changes. City will not use Contractor's annual payment for any purpose that could violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. City will provide an updated appendix to Contractor within thirty days of any increase.

10. **Liquidated Damages Increases** – City will increase liquidated damages amounts annually based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).

11. **Readiness Fee -** The Parties agree that Contractor will charge no Readiness Fee in the first

year of the Term. No later than November 30th of any year of the Term the parties will agree on a Readiness Ree to support Contractor's provision of the services during the next year of the Term. City shall pay the readiness fee on a monthly basis in equal amounts. The readiness fee is included in appendix B. Contractor may increase Readiness Fee amounts annually, starting with the third year of the term, based on the greater of three percent or the October Consumer Price Index for All Urban Consumers (CPI-U Seattle/Tacoma/Bellevue).

12. **Performance Security**– Contractor shall provide performance security in the amount of $5,000,000 during the first year of the Term and in the amount of $3,000,000 during the second year and any later year of the Term. The performance security shall be in one of the following forms:

    a. A performance bond issued by a bonding company, appropriately licensed and acceptable to the City; or

    b. An irrevocable letter of credit issued pursuant to this provision in a form acceptable to the City and from a bank or other financial institution acceptable to the City.

    Following the occurrence of: (i)–(iii) the City may draw on the performance security funds: (i) City declares that Contractor is in Default; (ii) Contractor fails to cure the Default within thirty (30) days; and (iii) City terminates the Agreement.

13. **Continuous Service Delivery** – Contractor shall work with City to ensure continuous and uninterrupted delivery of services following its Default, regardless of the nature or cause of the Default.

14. **Annual Performance Evaluation -** The Contract Administrator will evaluate Contractor's performance annually; the resulting evaluation report will be provided to the Vancouver City Council.

    The following information will be included in the performance evaluation:

    a. Response Time performance standards assessed with reference to the minimum standards in the Agreement.

    b. Clinical performance standards assessed with reference to the minimum requirements in the Agreement.

    c. Initiation and progress of innovative programs to improve system performance.

    d. Workforce stability, including documented efforts to minimize personnel turnover.

e. Compliance of pricing and revenue recovery efforts with rules and regulations and the Agreement.

f. Compliance with information reporting requirements.

g. Number of conducted community education events.

h. Public Relations (PR) activities, first responder recognition.

i. Government relations contact report.

j. Contributions, cash or in kind, to communities within the CSA; and,

k. Review Financial Statement to ensure the Contractor is a going concern.

15. Transition Planning

a. Competitive Procurement Required – Contractor acknowledges that City intends to conduct a competitive procurement process for the provision of Emergency Ambulance service within the CSA Area prior to the termination of this Agreement. City may select a different ambulance service provider to provide exclusive Emergency Ambulance services; Contractor shall enter an amendment with City to ensure the continuous delivery of Services and successful transition of Services to a different provider as necessary, including during any procurement process.

b. Future Procurement Cycles – The Contractor acknowledges and agrees that supervisory personnel, EMT's, Paramedics, and dispatch personnel working in the EMS system have a reasonable expectation of long-term employment in the system, regardless of which service provider provides services to City. Accordingly, Contractor shall not penalize or bring personal hardship to bear upon any of its personnel who apply for work on a contingent basis with competing proposers and shall allow its personnel to sign contingent employment agreements with competing proposers at its personnel's discretion without penalty.

16. "Lame-duck" Provisions – For a period not to exceed six months, Contractor shall provide all Services under the Agreement until the City, or a new entity assumes service responsibilities regardless of the reason for termination of the Agreement. Under these circumstances Contractor shall serve as a lame duck Contractor, as follows:

a. Contractor shall continue the Services at the same level of effort and performance in effect prior to the award of a subsequent agreement to a different service provider.

b. Contractor shall not change methods of operation or personnel compensation with the goal of reducing Contractor service and operating costs to make a profit during the final stages of the Agreement.

c. City will not unreasonably withhold its approval of Contractor's request to begin an orderly transition process to a different service provider, including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as the transition activity does not impair Contractor's performance; and

d. Contractor personnel may discuss issues related to employment with the selected service provider without adverse employment consequences.

ARTICLE 10
MATERIAL BREACH/TERMINATION

1. Termination

a. For Material Breach – City may terminate the Agreement and pursue any remedy if Contractor materially breaches the Agreement and fails to remedy the material breach within 14 days following receipt of written notice specifying the breach, cure period, and date of termination / step-in date if the breach remains uncured.

The following are material breaches of the Agreement:

i. Contractor's failure to comply with Applicable Law or any uncured material term of this Agreement.
ii. Contractor's falsification of data required under this Agreement and data requested under this Agreement.
iii. Contractor's repeated failure to maintain equipment as required under this Agreement. "Repeated" means failure to maintain for three consecutive instances or five instances of noncompliance in any twelve-month period.
iv. Contractor's unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period. For the avoidance of doubt so long as Contractor makes best efforts to retain personnel during any "lame duck" period, Contractor personnel attrition resulting in scaled down operations will not breach this section so long as Contractor engages

with City to ensure continued contractual compliance for the remainder of the "lame duck" period.

v. Failure of Contractor to meet Response Time requirements in any given subset for three consecutive months or five instances of noncompliance in any twelve-month period.
vi. Contractor's failure to comply with third-party vehicle lease provisions.
vii. Contractor's failure to reasonably cooperate and assist City in the investigation or correction of any default, breach, or infraction.
viii. Failure to pay undisputed liquidated damages within 30 days' written notice of the imposition of such liquidated damages.
ix. Contractor's failure to maintain insurance required under this Agreement.
x. Contractor's failure to maintain the performance security requirements as specified in the Agreement.
xi. Contractor's failure to reasonably cooperate with City in the event City exercises its step-in rights under Section 10.2.
xii. Any other willful acts or omissions of Contractor that impact public health and safety.
xiii. City may waive any material breach under this section in writing in its sole discretion. A waiver of one material breach may not be deemed a waiver of any later material breach.

b. By Mutual Written Agreement - The Agreement may be terminated by written mutual consent.

c. City Option to Terminate Without Cure Period - The City may immediately terminate the Agreement without a cure period, effective upon written notice, if Contractor materially breaches any of its obligations under the Agreement. In the event of termination under this section, City will step-in pursuant to Section 10.2 Step-In Rights. City may draw on Contractor's performance security to support its step-in activities.

d. Contractor Option to Terminate for Material Change - Contractor shall notify City in writing in the event of a material change that affects the fundamental economic terms of this Agreement. Upon receipt of Contractor's written notice, the Parties will work together to negotiate a good-faith resolution within 90 days, executing a written amendment as necessary to address the material change. If the Parties are unable to successfully negotiate a resolution after the 90-day period, Contractor may terminate this Agreement with an additional one hundred eighty (180) days prior written notice to City.

e. Without Cause – After the first year of the term either Party may terminate this Agreement without cause upon 240 days prior written notice.

f. **Year One Limitation** – Contractor may not exercise option d during the first year of the term.

2. **Step-In Rights -** If City determines that a material breach has occurred, or that a labor dispute has or will impact or prevent performance, or if Contractor has or will endanger public health and safety, then the Contract Administrator, in consultation with the City Manager, will determine whether the City will exercise its step-in rights under this Section 10.2.

   If the City exercises its step-in rights, Contractor shall reasonably cooperate with the City to allow an immediate takeover of the Services. During this process the City may choose to engage with the current Contractor to pursue an alternative arrangement for services, which may include operationalizing an alliance model system.

   Upon City's exercise of its step-in rights Contractor shall deliver to City all ambulances, support vehicles, and associated equipment used in performance of the Services, in compliance with all requirements of the Agreement related to equipment and supplies.

   Contractor shall ensure a seamless transfer of billing and collection services to City to ensure an uninterrupted revenue stream.

   If City exercises its step-in rights, Contractor and City will enter a Lessor / Lessee relationship regarding Contractor's vehicles and other equipment. City will pay monthly rent to Contractor in an amount equal to the fair market value of such vehicles and equipment. City may require an independent valuation to determine fair market value at Contractor's cost. City will pay Contractor directly; Contractor will pay its debts with those payments. City shall obtain insurance coverage to adequately cover the loss or damage of any property or vehicles during the step-in rights period.

   Nothing in this clause will preclude City from seeking rental and debt service payments as damages in any claim against Contractor.

   The City may authorize the use of Contractor's vehicles and equipment by another service provider subject to an agreement between the Parties and that third party.

   The City will return the Contractor's vehicles and equipment to the Contractor in good working order, normal wear and tear excepted, upon termination of City's step-in rights.

   City may unilaterally terminate its step-in rights at any time and return facilities and equipment to Contractor.

ARTICLE 11
INDEMNIFICATION, LIABILITY, INSURANCE

1. **Indemnification** - Contractor shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, and agents harmless from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor, except for a claim resulting from City's sole negligence or willful misconduct. City will promptly notify Contractor of a claim under this Section 1 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

   In addition to City indemnification, Contractor shall indemnify, defend, and hold harmless, Fire District 5, and its commissioners, officers, employees, and agents from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor.

   Contractor assumes liability for actions brought by its own personnel against City and Fire District 5and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the Parties.

2. **Limitation of Liability - The Parties liability under this Agreement is uncapped.**

3. **Insurance -** Contractor shall maintain insurance during the Term, through a provider licensed to do business in the State of Washington, sufficient to meet its obligations under this Agreement in amounts not less than:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	

COVERAGE	LIMITS OF LIABILITY
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation, and maintenance of facilities under this agreement.	
Combined Single Limit	$2,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
Per Occurrence	$10,000,000
V. Malpractice	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Agreement whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	$2,000,000

In addition to the coverage and limits listed above, Contractor's insurance must all contain the following:

a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director and Clark County Fire District 5, their Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws and shall timely make all required payments in connection those laws.

d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

e. Coverage Trigger: The insurance must be written on an "occurrence" basis, with the exception of the malpractice insurance, which may be written on a "claims made" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington.

ARTICLE 12
MISCELLANEOUS PROVISIONS

1. **Order of Precedence -** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Agreement Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.

2. **Notices -** All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
EMS Program Analyst
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us
Michelle.bresee@cityofvancouver.us

For the Contractor:
American Medical Response
Attn: Legal Department
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

Either Party may change the designated contact, or any information listed above by giving advance notice in writing to the other Party.

3. **Relationship of the Parties** - The relationship of the Parties under this Agreement is that of independent contractors. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. No Party nor any agent of a Party may bind the other Party except as expressly stated in this Agreement.

4. **Waiver** - A Party's waiver of any term of this Agreement must be in writing and be signed by the Party waiving compliance. A waiver may be relied on only for the specific waiver granted by a Party in the signed writing. A Party's failure to enforce any term or condition of this Agreement is not a waiver of that term or condition under this Section 12.5.

5. **Amendment** - This Agreement may not be altered, changed, or amended except by an instrument in writing executed by the Parties' authorized representatives.

6. **Severability** - If a court with jurisdiction over the matter determines that any clause of this Agreement is unenforceable it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

7. **Survival** – Section 11.1, Section 11.2 and, Section 12.14 Public Records Act Compliance, the Business Associate Agreement between the Parties, and any continuing obligations under Applicable Law will survive termination of this Agreement.

8. **E-Verify:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor personnel and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.

9. **Compliance with the Law -** The Contractor shall comply with Applicable Law in the performance of the Services under this Agreement.

10. **City Business and Occupation License -** Contractor shall obtain all business and occupation licenses, permits, and similar legal authorizations required to perform the Services. The Contractor shall hold a city business license. Contractor shall apply for the city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: https://secure.dor.wa.gov/. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: www.cityofvancouver.us/businesslicense or call 360-487-8410 option 3.

11. **Assignment** – Contractor will not assign this Agreement without City's prior written consent.
12. **Governing Law/Venue**: This Agreement shall be governed by the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in

connection with this Agreement shall be brought in the Superior Court of Clark County, Washington, or the Western District of Washington.

13. **Public Records Act Compliance**: Any public record related in any way to this Agreement may be subject to inspection and copying under the Washington Public Record Act, Chapter 42.56 RCW. The City will timely provide Contractor with a copy of any public record request to inspect or copy documentation relating to this Agreement, including for public records provided to the City and marked as proprietary and confidential, prior to allowing any inspection and/or copying and provide Contractor with a time frame, consistent with RCW 42.56.520 to reply with its reasoning for exempting relevant parts of the record. If City disagrees with Contractor's basis for nondisclosure, the City will withhold release of the requested documentation/information in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to file a legal action pursuant to RCW 42.56.540, as adopted or amended, and then serve the City with any protective order. City shall not be liable for any loss or damage resulting from a release of records so long as the City acted in good faith in releasing the records.

14. **Debarment**: Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State, or local department or agency.

15. **Equal Employment Opportunity:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, or genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws..

16. **Force Majeure**: Neither Party will be liable for a delay in performing an obligation under this Agreement that is due to any of the causes (which causes are referred to as "Force Majeure") to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts, national strikes, fire or explosion, for a period of thirty days, with notice to the other Party of the event requiring the delay as soon as possible following identification of the force majeure event. The Parties will work together in good faith to negotiate temporary changes to Contractor obligations in the event the force majeure period will extend beyond thirty days.

17. **Entire Agreement**: This Agreement incorporates all the agreements, covenants and understanding between the Parties and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the Parties or their agents is valid or enforceable unless expressly set forth in this Agreement.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

.

CITY OF VANCOUVER A municipal corporation	**CONTRACTOR:** American Medical Response Northwest, Inc., a Delaware corporation
Eric Holmes, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Natasha Ramras, City Clerk	
Approved as to form:	
Jonathan Young, City Attorney	

Appendix A Business Associate Agreement

This Business Associate Agreement ("BAA") is by and between the City of Vancouver, a Washington municipal corporation ("City" or "Covered Entity") and American Medical Response Northwest, Inc., a Delaware corporation ("Contractor" or "Business Associate") and is effective on January 1, 2025 ("Effective Date") in connection with Ambulance Services Agreement between the Parties effective January 1, 2025 ("Agreement"), to which this BAA is an exhibit. City and Contractor are each a Party and collectively the Parties. Capitalized but undefined terms will have the meaning given them in the Agreement. This BAA shall only apply to the extent American Medical Response Northwest, Inc. is deemed a business associate under applicable law.

Recitals

1. City is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the "Privacy Standards" and "Security Standards").
2. Contractor is a "Business Associate" as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the "PHI") in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with receiving the Services under the Agreement.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW ("Applicable Law").
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with providing the Services in compliance with Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI**. All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity's behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with providing the Services pursuant to the Agreement, including its internal management and administration in connection with the Agreement, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses**. Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.

3. **Business Associate Safeguards to Protect PHI**. Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.

4. **Business Associate Safeguards**. In addition to all safeguards it may implement to comply with the Security Standards, Contractor shall implement the following security safeguards:
    A. *Least Privilege*. Contractor will ensure only Authorized Persons have access to PHI. Contractor will implement authentication and access controls to enforce least privilege. Authorized Persons means Contractor's authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Agreement. Contractor shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
    B. *Site Security*. Contractor shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
    C. *Vulnerability Management*. Contractor shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
    D. *Data Encryption*. Contractor shall encrypt all PHI in transit and at rest. Contractor shall ensure any mobile media that may contain PHI is encrypted. Contractor shall ensure its internal networks, including wireless networks, encrypt network activity. Contractor encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. Contractor encryption at rest must be FIPS 197 certified and at least 256-bit strength.
    E. *Privacy and Security Training*. Contractor shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
    F. *Location of PHI*. Contractor shall maintain PHI solely in data centers located in the United States.

G. *Business Continuity and Disaster Recovery*. Contractor shall maintain a business continuity plan and a disaster recovery plan. Contractor's backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices**. Business Associate acknowledges that City is relying on the administrative, physical, and technical safeguards implemented by Business Associate in selecting Business Associate to provide Services to City. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure**. Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its officers, directors, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. Contractor shall provide notice to the City party named in Article 12.3 of the Agreement.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI**.
   A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.
   B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5 (*last accessed* July 25, 2024).
   C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
   D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.

E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).

F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply City with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.

9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.

10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.

11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the Agreement termination date. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven days from the date of written notice of the material breach. City may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement**. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form upon termination of the Agreement. Business Associate will retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The obligations under this section will survive termination of this Agreement.

13. **Indemnification**. Contractor and Business Associate shall indemnify City and Covered Entity pursuant to Article 11.1 arising from any actual or suspected breach of this BAA. The obligations under this section will survive termination of this Agreement.

14. **Covered Entity Audit Rights**. Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. Contractor will complete City's information security questionnaire upon request from City at no cost to City.

15. **Other Provisions**. The provisions of Article 12 the Agreement are fully incorporated into this Agreement. The Parties will amend this BAA pursuant Article 12.2 if any Applicable Law changes to ensure continued compliance with Applicable Law.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity	Business Associate
_____	_____
By:	By:
Title: City Manager	Title:
Date Signed:	Date Signed:

Appendix B – Rates

American Medical Response – Patient Rates

	2025
ALS Calls Originating from 9-1-1:	
Bundled Emergency Base Charge	$1,813.39
Mileage Charge: multiply the proposed per-mile charge times 7	$209.09
Weighted Charge (A) =	$2,022.48
BLS Calls Originating from 9-1-1:	
Bundled Emergency Base Charge	$1,527.07
Mileage Charge: multiply the proposed per-mile charge times 7	$209.09
Weighted Charge (A) =	$1,736.16
ALS (Non-9-1-1 (Routine) Transport Response within EMSD2	
Bundled Emergency Base Charge	$1,145.29
Mileage Charge: multiply the proposed per-mile charge times 17	$507.79
Weighted Charge (B) =	$1,653.08
BLS (Non 9-1-1 (Routine) transport Response within the	
Bundled Emergency Base Charge	$954.42
Mileage Charge: multiply the proposed per-mile charge times 17	$507.79
Weighted Charge (B) =	$1,462.21

2025 Dedicated Stand-By Service Charge (per hour):	$205.00
2026 Readiness Fee:	$1,001,349
2025 City Contract Administration Costs Fee:	$650,000

Liquidated Damages: Time Life Priority (Priority 1 & 2) Emergent (Priority 3 & 4) Non-Emergent (Priority 5 & 6) responses for each of the ERZ

Compliance %	Liquidated Damages
≥89% < 90%	$6,690
≥88% < 89%	$10,035
<88%	$13,380

For consecutive months of non-compliance, the following escalator will be used:

2 months in a row – 2% added to baseline.
3 months in a row – 5% added to baseline.
4 months in a row – 10% added to baseline.
5 months in a row – 15% added to baseline.
6 months in a row – 25% added to baseline.
7 months in a row – 35% added to baseline.
8 months in a row – 45% added to baseline.
9 months in a row – 55% added to baseline.
10 months in a row – 65% added to baseline.
11 months in a row – 80% added to baseline.
12 months in a row – 100% added to baseline.

If out of compliance for more than 12 months, the 12-month rate will be used until compliance is met.

Events and Liquidated Damages

Event	Criteria	Liquated Damages
Failure to provide timely operational reports	Operational and Response Time reports are due on specific date after close of month	$67 per report per day received after specified due date
Response and transport by a BLS unit when the Priority level calls for the patient to be transported by an ALS unit	All priority 1-4, 9-1-1 emergency calls shall be responded to by an ALS ambulance. All priority 5/6, 9-1-1 emergency calls shall be responded to by a BLS ambulance.	$1,338 for every incident in which a BLS ambulance responds and transports a patient that requires an ALS ambulance.
Failure to report on- scene time	Each time an Emergency Ambulance is dispatched, the crew shall report and document on-scene time	$335 for each time on-scene time is not reported and documented
Failure to provide timely quality improvement data and reports	Quality improvement and clinical data and reports are due on specific date after close of month	$67 per report or data submission per day received after specified due date
"Failure to Respond" to an emergency request for a response from the PSAP	Contractor shall respond to all official requests for a response from the PSAP "Failure to Respond" is defined by Contractor not sending an ambulance enroute to an emergency request within 60 minutes of notification from the PSAP	The City shall impose minimum liquidated damages of $13,380 for each failure to respond to an official call by Contractor. Prior to imposition of these specific liquidated damages, the City will conduct an investigation of the incident
Failure to comply with a lawful order by the (IC) or designate	The Contractor shall follow all lawful orders directed by the jurisdictional CSA agency of the incident, within the scope of work, as defined by EMS protocols and this Agreement. Contractor shall function within the jurisdictional CSA agency's incident command system and comply with all SOP's.	The City shall impose minimum liquidated damages of $13,380 for each failure to respond to an official and lawful order by the IC or designate. Prior to imposition of these specific liquidated damages, the City will conduct an investigation of the incident
Mutual aid response requests exceed 3% of calls in any month	Mutual aid response requests shall not exceed 3% of calls in any month	The City shall impose minimum liquidated damages of $13,380 for each month this limitation is breached.
Minor breaches	Minor breaches	The City may impose liquidated damages of $669 for minor breaches.

Appendix C - EMSD2 Provisions

This Appendix, pages 72-80, sets forth the sections of the Agreement that include EMSD2 and its Participating Jurisdictions. These terms control in the event of a conflict between the Agreement and this Exhibit while the EMS Interlocal Cooperation Agreement between the City, County, and EMSD2 is in effect. This Exhibit will terminate on the date the EMS Interlocal Cooperation Agreement terminates, at which point this Exhibit will have no further force or effect. In this Exhibit, terms that apply while the EMS Interlocal Cooperation Agreement is in effect are underlined.

5. **Definitions:**

"Contracted Service Area" or "CSA" - The combined geographic area within the corporate limits of the cities of Battle Ground, LaCenter, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purpose of group purchasing of ambulance services, as shown Figure 1 on page 80.

"District" or "EMSD2" - Clark County Emergency Medical Services District #2 established by ordinance pursuant to RCW 36.32.480.

"Interlocal Cooperation Agreement" - Interlocal Agreement for the Provision Of Ambulance Transport Services Between The City Of Vancouver And Clark County Emergency Medical Services District # 2 effective on January 1, 2025 through December 31, 2025.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst supports the Interlocal Cooperation Agreement, and provides analysis and data included in Contractor's reporting, billing and audit requirements.

"Regulated Service Area or RSA" - The combined area of the corporate limits of the cities plus the unincorporated areas of Clark County and all other general-purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the Interlocal Cooperation Agreement. This includes EMSD2 and any jurisdiction that may join or leave EMSD2 in the future. As of 2/8/24, the City is not included in the RSA.

6. **Exclusive Non 9-1-1 ("Routine") Service Provider in EMSD2**: The Contractor shall be the ambulance organization, authorized by the EMSD2, in the awarded RSA, to provide exclusive non-emergency ground ambulance services. All requests for EMS originating in the City processed through CRESA 9-1-1 will be referred to the Contractor or its subcontractor. Non 9-1-1 ("Routine") transports shall be directed to the Contractor's 7-digit local number for processing. If a 7-digit call is determined to be a 9-1-1 call during call processing (emergency medical dispatch), it will be promptly referred back to CRESA.

ARTICLE 2
CONTRACTOR'S FUNCTIONAL RESPONSIBILITY

3. **Services Description –** The Contractor shall provide all Emergency Ambulance services for all residents and other persons physically present in the CSA, with the exception of some or all Priority 1-2 responses in the Clark-Cowlitz Fire Rescue (CCFR) area in the designated Northwest area of Clark County. Such Emergency Ambulance services shall be provided at the ALS level for Priority 1-4 responses and at the EMT BLS level for Priority 5-6 responses. The Contractor shall be the ambulance organization authorized by the EMSD2 to provide Non 9-1-1 ("Routine") ground ambulance services in the awarded RSA covered under this RFP. All requests for EMS originating in the City processed through the 9-1-1 facilities will be referred to Contractor or its subcontractor. Non 9-1-1 ("Routine") transports shall be directed to the Contractor's 7-digit local number for processing.

Article 3.2.b

Field Supervision – The Contractor shall provide 24-hours a day on-duty supervisory coverage within the CSA, with one field supervisor for each shift. Contractor shall appoint a field supervisor who is clinically and administratively experienced and a competent Paramedic with prior teaching/training experience and who will: interface daily/brief with the City of Vancouver Fire Battalion Chiefs and other CSA agencies;

Article 3.4

9. **Equipment and Supplies** - The Contractor shall provide all equipment and supplies currently required by the current Standard of Care. If the Standard of Care changes, Contractor will promptly update its equipment and supplies to conform to the updated standard.
   Contractor shall ensure its medical equipment is interoperable and compatible with existing equipment of the CSA agencies. Please see the current list of equipment in Exhibit 3. City may consider exceptions in its discretion and in compliance with Applicable Law.

ARTICLE 4
OPERATIONS

The operations performance specifications set forth in Article 4 of this Agreement encourage continuous improvements in the level of service provided in the City and EMSD2 and clarifies Contractor expectations and accountability. The following provisions define the expectations, core requirements, and activities required of the Contractor.

f. **Emergency Response Zones** - The Emergency Response Zones (ERZ) are defined by ambulance call density. The two zones that comprise the CSA are distinguished by response times and each zone is applied to multiple areas of the City and EMSD2, which may not be contiguous. The zones are designated as high call density (A) and low call density (B). Areas outside these two zones are considered remote and are subject to a Contractor's "best effort" response. These areas are described on the map set forth in Exhibit 1.

g. **All Emergency Calls.** Contractor shall be the exclusive ambulance services provider and respond to all emergency medical calls received through the 9-1-1 system with the exception of some or all Priority 1-2 responses in the Clark-Cowlitz Fire Rescue area in the designated Northwest area of Clark County as well as those emergency calls received through means other than 9-1-1.

h. **Non 9-1-1 ("Routine") Calls** – Contractor may respond to ALS and BLS Non-9-1-1 ("Routine") within the CSA, and shall be the exclusive ambulance services provider and respond to all ALS and BLS Non-9-1-1 ("Routine") within EMSD2.

i. **Primary Response to Isolated Peripheral Areas of the CSA -** While the Contractor shall respond to all 9-1-1 calls originating in the City and EMSD2, there are areas on the periphery where the nearest ambulance may be located in an adjacent jurisdiction. In the interest of getting the quickest ambulance to the patient, the City will approve the use of these closer ambulances contingent upon the Contractor executing a satisfactory mutual aid agreement with the agencies responding from a neighboring jurisdiction.

Article 4.2(a)(b)

c. **Description of Call Classification** – The Contractor shall meet specified Response Times Standards classified as "Time Life Priority (Priorities 1 & 2)," "Emergent (Priorities 3 & 4)," "Non-Emergent (Priorities 5 and 6)," and Non-9-1-1 ("Routine), all as set forth in Table 4. Priorities 1 through 6 are accomplished by presumptive prioritization in accordance with the current Emergency Medical Dispatching protocols as approved by the MPD. Routine classifications include BLS and ALS Non-9-1-1 ("Routine") transfers within the EMSD2 RSA only.

d. **Response Time Performance Requirements -** The two ERZ's -- designated as high call density (A) and low call density (B) -- shall be used for Response Time monitoring, reporting, and compliance purposes. In addition, the calls in each ERZ will be separately measured in the layers identified in Table 4. Priorities 1 - 6 are defined based on the MPDS or as determined by the MPD. Non-9-1-1 ("Routine") transport requests for ambulance service are defined as Non-9-1-1 ("Routine") transports at the BLS or ALS level of service. The applicable Response Time Standard performance requirements for the ERZ's are specified in Table 4. Contractor shall submit Response Time Standards breaches to the

EMS Program Analyst and the Operations Manager on the monthly compliance report due date. Contractor's Response Time on requests for emergency medical service originating from within the service area shall meet the following performance standards:

Article 4.2.b.iv

iv. **Non-9-1-1 ("Routine") Transport Response (this section applies only to the RSA).** Contractor is the exclusive provider for this service in the RSA.

The Contractor shall place a BLS or ALS ambulance on the scene of all Non-9-1-1 ("Routine") scheduled ambulance requests within thirty minutes zero seconds (30:00) of the scheduled time for at least 80 percent of all response requests in any calendar month of the Term. This standard shall apply to all requests for service where the scheduled time for patient pickup is greater than 12 hours from the time the call is received in the Contractor's Dispatch Center. If the service receives an emergency request for an ALS Non-9-1-1 ("Routine") transport, the applicable Response Time requirement will be the same as that for Emergent requests.

If Contractor receives a Non-9-1-1 ("Routine") transport request with less than a 12-hour notice (unscheduled) the Response Time requirement will be arrival of the ambulance at the patient location within one hundred twenty minutes zero seconds (120:00) of the time of the request for not less than 80 percent of all response requests as measured within any calendar month. Contractor will not go below threshold level 2 for Non-9-1-1 ("Routine") transports.

Response times shall not apply to (i) transports that have a transport of equal to or more than 40 miles, or (ii) transports ending in Oregon.

Article 4.2.d and e

f. Lift Assists, Non-Emergency (Priority 5 & 6) and Non-9-1-1 ("Routine") Calls – The Contractor agrees to be the sole provider of extrication and transportation for all non-bariatric patients (weighing less than 300 pounds) with no assistance from the City. Contractor shall not contact City for non-bariatric patient lift assist or for Non-Emergency (Priority 5 & 6) and Non-9-1-1 ("Routine") Calls. This section may be extended to additional agencies within the CSA during the term of this Agreement with 90 days advance notice to Contractor.

g. Summary of Response Time Requirements - Table 4 summarizes the Response Time compliance requirements – also referred to as the Response Time Standards - for ambulances in the specified ERZ for each priority.

Table 1: Response Time Requirements

Priorities 1 & 2	**Time Life Priority ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 9:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 3 & 4	**Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
ALS Transporting Ambulance	*≤ 12:59 mins*	*≤ 19:59 mins*	*Best Effort*
Priorities 5 & 6	**Non-Emergent ≥ 90% Compliance**		
	High Call Density (urban)	Low Call Density (suburban)	Remote (rural)
Transporting Ambulance	*≤ 17:59 mins*	*≤ 29:59 mins*	*Best Effort*
Routine For the EMSD2 area only	**Non-9-1-1 ≥ 80% Compliance**		
	Scheduled (Promised Pick-Up Time)	Non-scheduled	Remote (rural)
Transporting Ambulance	*≤ 30 mins (12 hr Pre-scheduled)*	*≤ 120 mins (less than 12 hr Pre-scheduled)*	*Best Effort*

13. Notification of Delays for Non-9-1-1 ("Routine") and Non-Emergency Responses - Whenever emergency ambulance response volume necessitates temporary delays in Non 9-1-1 ("Routine") and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting Non 9-1-1 ("Routine") and non-emergency services.

Article 4.4

14. Notification of Delays for Non-9-1-1 ("Routine") and Non-Emergency Responses - Whenever emergency ambulance response volume necessitates temporary delays in Non 9-1-1 ("Routine") and non-emergency responses, Contractor shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall provide a realistic estimate of when service will be available. Notification of the individual or organization will not reduce or eliminate liquidated damages for such delays and the original Response Time requirements will be used to calculate any liquidated damages. The Contractor shall make every reasonable effort to reduce and eliminate delays for those requesting Non 9-1-1 ("Routine") and non-emergency services.

Article 4.7

Table 2: Non-9-1-1 ("Routine") Responses Liquidated Damage

Compliance %	Liquidated Damages
≥75% <80%	$5,352
≥70%< 75%	$8,028
<70%	$10,035

Article 4.9.d

Contractor's ambulances may be standard Type I or Type III for 9-1-1 ALS and/or 9-1-1 BLS use. Type II ambulances may be considered for Non-9-1-1 ("Routine") calls only.

Article 4.9.q

u. Contractor shall retrieve equipment from hospitals and deliver it back to the applicable CSA agency. Contractor's supply technician will make routine hospital rounds to local hospitals, retrieve and decontaminate the equipment prior to return to the applicable CSA agency.

Article 4.11.g

Contractor shall ensure its equipment and supplies are interoperable with the existing equipment and supplies of the CSA agencies.

Article 6.c.xi

a. Data Integration - Contractor agrees to work closely with the City, EMSD2, MPD and local hospitals to identify and implement ways to pursue further system integration and improve the patient experience such as EPIC and LifeNet. These shall include training integration, medical records systems, and quality review processes. Contractor will provide payment for their equitable portion of the data integration process.

Article 7.4

10. Multi-casualty and Disaster Response – Contractor shall cooperate with CSA agencies in rendering emergency assistance during a declared or an undeclared disaster or in multi-victim response as identified in the multi-casualty and disaster response CSA plan.

Contractor shall provide standby service in the event of a disaster as declared by the Operations Manager, at no cost to the CSA agencies.

If a disaster occurs within the CSA, the Contractor shall assign a Field or Dispatch Manager/Supervisor to deploy to the designated department operations center (DOC) (when activated) as a liaison upon request. In the event the disaster is within the CSA, or in the event the City directs Contractor to respond to a disaster in a neighboring jurisdiction, normal operations may be suspended at the discretion of the City and Contractor shall respond in accordance with the multi-casualty and disaster response CSA plan. Contractor shall use best efforts to maintain primary emergency services and may suspend Non 9-1-1 ("Routine") services upon mutual written agreement with City, which may be by email.

At a multi-victim scene, Contractor's personnel shall perform in accordance with the applicable City and EMSD2 multi-victim response plan and within Incident Command System (ICS).

Article 7.5(a)

e. Mutual Aid Requirements – Contractor shall respond in a mutual aid capacity for ambulance services only, or to other service areas outside of the Contract if so directed by the Operations Manager, or in accordance with mutual aid agreements previously approved by the Operations Manager. Contractor shall maintain documentation of the number and nature of mutual aid responses it makes, and nature of mutual aid responses made by other agencies to calls originating within the CSA.

The Contractor should be aware the maximum use of mutual aid responses made by other agencies to calls originating within the City/EMSD2 is capped at 3% of calls.

Article 7.7

Communities May Contract Directly for Level of Effort - Contractor may contract directly with RSA agencies to have an ambulance located within their community with the prior written approval of the EMS Program Analyst.

Article 9.3

Product Endorsement/Advertising/Use of Name – The Contractor shall not use the City or any CSA agency name to endorse any products, services, or political activities without the express written consent of the Contract Administrator and applicable CSA agency.

Article 11.1

4. **Indemnification** - Contractor shall indemnify, defend, and hold the City, its officers, elected and appointed officials, employees, and agents harmless from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor, except for a claim resulting from City's sole negligence or willful misconduct. City will promptly notify Contractor of a claim under this Section 1 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing and at its own cost.

   In addition to City indemnification, Contractor shall indemnify, defend and hold harmless, Fire District 5 and EMSD2, its and their commissioners, officers, employees and agents from and against any from and against any claim, including third-party claims, loss, liability, damage, fine, cost, charge or expense, including reasonable attorney's fees and court costs arising out of or relating to any act or omission of Contractor.

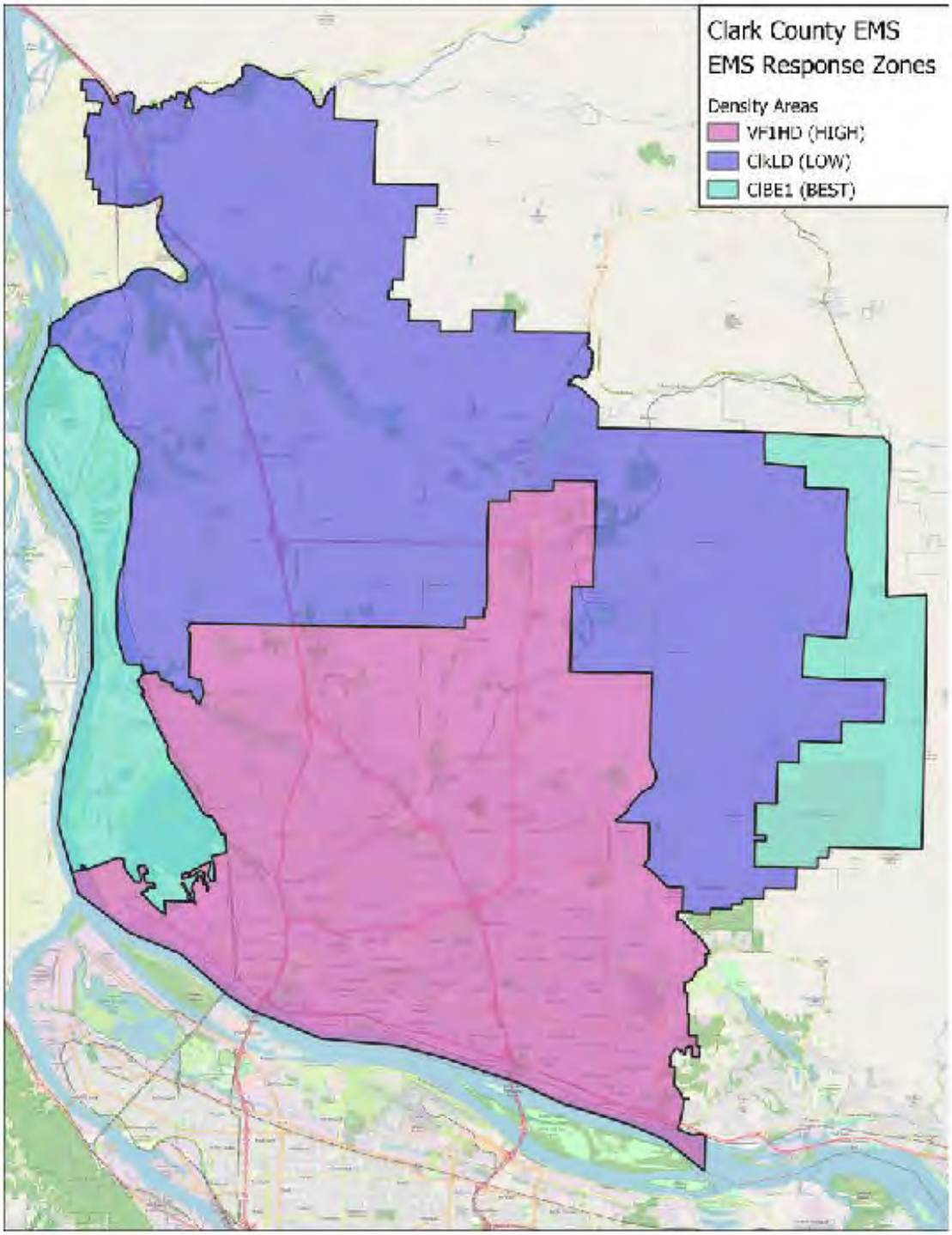
   Contractor assumes liability for actions brought by its own personnel against City, Fire District 5, or EMSD2 and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.

Article 11.3(a)

a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director, Clark County Fire Districts #3, 5, and 6, Clark-Cowlitz Fire Rescue, the City of Battle Ground, La Center, Ridgefield, and Woodland and Clark County, their Agents, Representatives, Officers, Directors, Elected

and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

Figure 1: Map of Total CSA



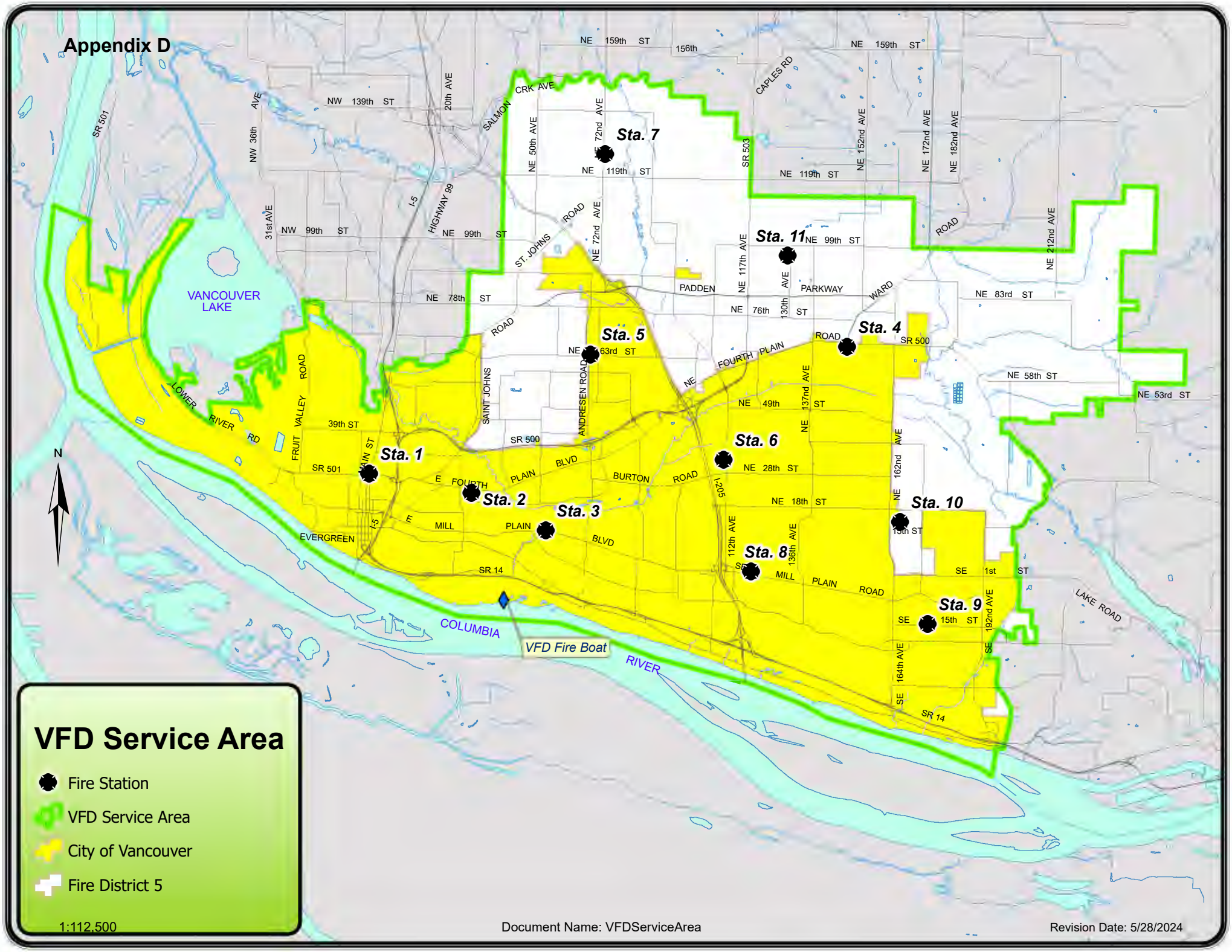

Appendix D
Sta. 1
Sta. 2
Sta. 3
Sta. 4
Sta. 5
Sta. 6
Sta. 7
Sta. 8
Sta. 9
Sta. 10
Sta. 11
VANCOUVER LAKE
COLUMBIA RIVER
VFD Fire Boat
LOWER RIVER RD
FRUIT VALLEY ROAD
MAIN ST
E FOURTH PLAIN BLVD
E MILL PLAIN BLVD
BURTON ROAD
FOURTH PLAIN ROAD
ST. JOHNS ROAD
SAINT JOHNS ROAD
ANDRESEN ROAD
PADDEN PARKWAY
WARD ROAD
CAPLES RD
LAKE ROAD
SALMON CRK AVE
HIGHWAY 99
SR 501
SR 500
SR 503
SR 14
I-5
I-205
NW 139th ST
NE 159th ST
NE 119th ST
NE 99th ST
NE 78th ST
NE 76th ST
NE 83rd ST
NE 58th ST
NE 53rd ST
NE 49th ST
NE 28th ST
NE 18th ST
39th ST
15th ST
SE 1st ST
N
1:112,500
Document Name: VFDServiceArea
Revision Date: 5/28/2024
VFD Service Area
Fire Station
VFD Service Area
City of Vancouver
Fire District 5

Exhibit B

INTERLOCAL AGREEMENT FOR THE PROVISION OF AMBULANCE TRANSPORT SERVICES BETWEEN THE CITY OF VANCOUVER AND CLARK COUNTY EMERGENCY MEDICAL SERVICES DISTRICT # 2

THIS IS AN INTERLOCAL AGREEMENT (“Interlocal”) entered into this ____ day of _____, 2024 under the authority of the Interlocal Cooperation Act, chapter 39.34 RCW, between the City of Vancouver, a municipal corporation organized under the laws of the State of Washington ("City"), and Clark County Emergency Medical Services District #2, an emergency medical services district authorized under RCW 36.32.480 ("EMSD2"), related to the receipt of ambulance services by EMSD2. City and EMSD2 are each a “Party” and together, the “Parties."

RECITALS

WHEREAS, pursuant to RCW 39.34.080 of the Interlocal Cooperation Act, one or more public agencies may contract to perform any government service, activity, or undertaking that each public agency is authorized by law to perform;

WHEREAS, the City advertised a request for proposals for ambulance services in March, 2024 and subsequently entered into an Ambulance Services Agreement (“Agreement”) with American Medical Response Northwest, Inc. ("AMR") effective January 1, 2025 for the provision of care, which may include transport for emergency and non-emergency patients, when the request for care is initiated in the City (including Fire District 5), or the District, as defined below (“Services”);

WHEREAS, EMSD2 has entered into a separate Interlocal Agreement, attached as Exhibit B, under the Interlocal Cooperation Act with Clark County and the cities of Battle Ground, La Center, Ridgefield, and Woodland authorizing EMSD2 to enter into this Interlocal with the City

for the provision of Services to EMSD2 (together, these cities and unincorporated areas of Clark County excluding EMS District 1 and EMS District 3 are the "District");

WHEREAS, the City has partnered with EMSD2 over the past ten years to provide emergency response services to areas served by EMSD2 through the City's 2015-2024 Ambulance Services Agreement with AMR pursuant to an interlocal agreement between the City and EMSD2 that terminates on December 31, 2024;

WHEREAS, the City has determined that the level of complexity introduced by its rapid growth and urbanization requires it to focus all of its attention on providing the highest possible level of emergency medical services to the residents of the City of Vancouver and those residents in the Fire District 5 service area, which the Vancouver Fire Department serves through a cooperative fire services agreement;

WHEREAS, the City sent a letter to EMSD2 on May 10th, 2024 that stated it would pursue an ambulance services agreement for 2025-2029 that focuses on the City and Fire District 5's needs and offered EMSD2 the option of remaining in the Contracted Service Area (as defined in Exhibit A) for the first year of the Agreement (2025), piggybacking off the Agreement, or engaging in a separate ambulance services RFP process; and,

WHEREAS, in its June 7th, 2024 letter to the City EMSD2 opted to receive Services under the Agreement from January 1, 2025 through December 31, 2025;

WHEREAS, the Parties must enter this Interlocal to ensure EMSD2 receives ambulance services under the Agreement from January 1, 2025 through December 31, 2025.

NOW, THEREFORE, THE CITY AND EMSD2 AGREE:

AGREEMENT

1. **Definitions**. The definitions in Article I and Appendix C of the Agreement apply to this Interlocal and those defined terms used in this Interlocal are attached as Exhibit A.
2. **Purpose**. The purpose of this Interlocal is to provide for the delivery of ambulance services to the District as set forth in the Agreement during the 2025 calendar year.
3. **Term**. The term of this Interlocal is January 1, 2025 through December 31, 2025 ("Term").
4. **Termination**. This Interlocal will terminate at 12:00 AM on January 1, 2026. The Parties may not terminate this Interlocal for any reason prior to its termination date except that if City terminates the Agreement with AMR, it will provide 60 days written notice to EMSD2, following which this Interlocal will terminate and City will have no further obligations to EMSD2 related to the provision of ambulance services.
5. **City Obligations**.
    a. *Enforcement*. City will ensure that AMR provides the Services to the District as contemplated by the Agreement during the Term.
    b. *Communication*. City will be the sole Party to this Interlocal that communicates with AMR about the Agreement as it relates to the Services. For the avoidance of doubt, the EMS Program Analyst and EMSD2 staff persons may communicate on administrative issues including reports and liquidated damages distribution.
    c. *Administration*. City will administer the Agreement between AMR and City.
    d. *Pilot Projects*. City will confer in good faith with EMSD2 prior to engaging in any Pilot Projects that involves EMSD2. EMSD2 may request involvement in any Pilot Project, which the City may agree to at its discretion. If City engages in a

Pilot Project, it will ensure the Pilot Project does not impair the provision of Services to EMSD2.

e. *Reporting*. City will provide monthly compliance reports regarding the Agreement to EMSD2 within thirty days of receiving the reports from AMR. City will provide EMSD2 with an annual report for 2025 in 2026.

6. **EMSD2 Obligations**.

a. *District Agreement*. EMSD2 will remain bound by the separate interlocal agreements it holds with the District during the Term.

b. *Communication*. EMSD2 will solicit feedback from the District regarding the Services and appoint one representative to communicate with City representatives about the Services. All communications from any fire district providing services to the District must be conveyed solely to the EMSD2-appointed representative, who will communicate with City representatives. For the avoidance of doubt, the EMS Program Analyst and EMSD2 staff persons may communicate on administrative or litigation-related matters, including with AMR as necessary related to these matters.

c. *Business Associate Agreement*. EMSD2 will agree to and remain compliant with the Business Associate Agreement attached as Exhibit 3. The Business Associate Agreement will survive the termination of this Interlocal for so long as EMSD2 retains information protected by the Business Associate Agreement.

d. *Non-Emergency Ground Ambulance Services Ordinance*. The Agreement includes provision for non-emergency ground ambulance services exclusivity in the District as required by Clark County Code Chapter 5.48B.025 except as provided

in Section 5.48B.190. EMSD2 will be solely responsible for enforcement of the relevant ordinance.

7. **Financial Matters**.

   a. *Funding*. There is no cost to the Parties during the Term of this Interlocal.

   b. *Distribution of Liquidated Damages*. AMR may be required to pay liquidated damages under the Agreement for failure to comply with certain obligations. Following City's receipt of those liquidated damages, the City will determine the percentage of liquidated damages applicable to EMSD2 based on calls by Emergency Response Zone. The City will provide the applicable percentage of liquidated damages to EMSD2 within thirty days.

   c. *Increased Services*. EMSD2 may request to pay for additional services under the Agreement, which the City will consider in good faith and approve at its discretion.

   d. *Early Termination*. If EMSD2 breaches Section 4 Termination and withdraws from this Interlocal prior to December 31st, 2025 at 11:59:59 PM, EMSD2 agrees to pay reasonable costs associated with its early termination, including any Services cost increase to City from the date of termination through December 31, 2025 at 11:59:59 PM.

8. **Indemnification**.

   a. *By EMSD2*. EMDS2 will indemnify, defend, and hold harmless City, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgments, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with EMSD2's obligations or receipt of

ambulance services originating in the District under this Interlocal, including any direct or third-party Claims related to Clark County Code Chapter 5.48B.025 or the provision for that exclusivity in the Agreement.

b. *By City*. City will indemnify, defend, and hold harmless EMSD2, its elected officials, employees, and agents from all third-party liability, demands, causes of action, lawsuits, and judgements, including costs, attorneys fees, and expenses ("Claims") arising from or in connection with the City's obligations under this Interlocal and any Claims arising in the City (including Fire District 5).

c. *Participation / Settlement*. Either Party may participate in the defense of indemnified Claims through counsel of their own choosing. Neither Party will settle any claim that affects the rights of the indemnified Party without prior written consent of the indemnified Party.

d. *Notice of Claim*. The Party seeking indemnification will promptly (within seven business days) notify the other Party of any Claims made by a third party.

e. *Survival.* The Parties' indemnification obligations will survive termination of this Agreement.

9. **Dispute Resolution**.

a. *Initial Dispute Resolution*. In the event of a dispute between the City and EMSD2 regarding the delivery of Services pursuant to the Agreement under this Interlocal, the Parties' designated representatives will confer to amicably resolve the dispute within fourteen business days of a Party's written notice of the dispute requiring resolution. If the Parties' designated representatives are unable to resolve the dispute, those designated representatives will refer the dispute to the City

Manager and the EMSD2 Chair for resolution. The decision of the City Manager and EMSD2 Chair regarding the dispute shall be final as between the Parties.

b. *Mediation*. If the City Manager and EMSD2 Chair are unable to resolve the dispute, the Parties will submit the dispute to mediation with a neutral mediator agreed to by the Parties. If the Parties cannot agree on a mediator, each will select a mediator, who will together select a third mediator to hear the dispute. Both Parties shall participate in mediation in good faith, but the Parties are not required to resolve the dispute in mediation. The Parties will equally share the cost of mediation.

c. *Claims*. In accordance with Section 12, the Parties may bring any claim regarding this Interlocal in Superior Court in Clark County if they are unable to resolve the dispute under Section 9A or 9B. The Parties will pay their own costs and fees, including attorneys' fees related to any Superior Court claim.

10. **Notices**. All notices under this Interlocal will be hand delivered, emailed with confirmation of receipt, or mailed in the U.S. Mail, postage paid with return receipt and effective on the delivery date. A Party may change its address for notices at any time by providing notice in writing to the then-current address. Notices must be addressed to:

For City:

If by email: fireemsd2@cityofvancouver.us

If by mail: City of Vancouver, Attn: City Manager P.O. Box 1995, Vancouver, WA 98668 with a copy to: EMS Program Analyst and Procurement Manager P.O. Box 1995, Vancouver, WA 98668

If by in-person delivery: City of Vancouver, Attn: City Manager, 415 W 6th Street, Vancouver, WA 98660

For EMSD2:

If by email: Michelle.Schuster@clark.wa.gov

If by mail: Clark County, Attn: Emergency Service District #2, PO Box 5000, Vancouver, WA 98666

If by in-person delivery: Clark County, Attn: Emergency Service District #2, 1300 Franklin Street, Vancouver, WA 98660

11. **Amendment**. This Agreement may not be amended except by an instrument in writing executed by the Parties' authorized representatives.
12. **Governing Law; Venue**. This Agreement is governed by the laws of the State of Washington. Exclusive venue for any action arising under this Agreement will be the Superior Court located in Clark County, Washington in accordance with RCW 36.01.050.
13. **Severability**. If a court with jurisdiction over the matter determines that any clause of this Agreement is unenforceable it shall strike the clause and the remainder of the Agreement will remain in full force and effect.
14. **Interlocal Execution and Filing.** This is an Interlocal entered into pursuant to Chapter 39.34 RCW. The governing body of each Party shall authorize the Agreement, which sets forth the purposes, powers, rights, objectives, and responsibilities of each Party. Its purpose is set forth in Section 2 (Purpose). Its duration is as specified in Section 3 (Term). Its manner of financing is set forth in Section 7 (Financial Matters). Its method of termination is set forth in Section 4 (Termination). No property shall be acquired pursuant

to this Agreement that will need to be disposed of upon partial or complete termination. This Agreement may be executed in two counterparts, which together will constitute a single instrument. Upon execution, the Vancouver City Clerk will cause a copy of this Agreement to be posted on the City website pursuant to RCW 39.34.040.

15. **Entire Agreement**. This Interlocal, together with its exhibits, is the entire agreement between the Parties and supersedes all other agreements between them whether written or oral in nature.

[*signature page follows*]

IN WITNESS WHEREOF, the parties agree to enter this Interlocal Agreement by their duly authorized signatures below as of _____, ____, 2024. The term of this Interlocal Agreement begins on January 1, 2025.

FOR THE CITY OF VANCOUVER, a municipal corporation

_____

Lon Pluckhahn, City Manager

Attest:

_____

Natasha Ramras, City Clerk

Approved as to form:

_____

Jonathan Young, City Attorney

FOR EMSD2

_____

Sue Marshall, Chair EMSD2

Attest:

_____

Rebecca Messinger, Clerk of the Board

Approved as to form:

_____

Deb Wechselblatt, Senior Deputy Prosecuting Attorney

Exhibit A - Agreement Definitions and EMSD2 Appendix 1 Year One Definitions

Definitions applicable solely to EMSD2 in the first year of the Agreement are underlined. Definitions that apply throughout the term of the Agreement are not underlined.

"Contracted Service Area" or "CSA" - The combined geographic area within the corporate limits of the cities of Battle Ground, LaCenter, Ridgefield, Vancouver and Woodland; and within the portions of unincorporated Clark County, including Fire District 5, for the purpose of group purchasing of ambulance services, as shown on Exhibit 1 - "CSA - Map" attached hereto and incorporated herein by reference.

"County" - Clark County, Washington.

"District" or "EMSD2" - Clark County Emergency Medical Services District #2 established by ordinance pursuant to RCW 36.32.480.

"Interlocal Cooperation Agreement" - Interlocal Agreement for the Provision Of Ambulance Transport Services Between The City Of Vancouver And Clark County Emergency Medical Services District # 2 effective on January 1, 2025 through December 31, 2025.

"EMS Program Analyst" - The City Project Fire Management Analyst for the terms of this Agreement, or their designee. The EMS Program Analyst supports the Interlocal Cooperation Agreement, and provides analysis and data included in Contractor's reporting, billing and audit requirements.

"Regulated Service Area or RSA" - The combined area of the corporate limits of the cities plus the unincorporated areas of Clark County and all other general-purpose jurisdictions that have adopted the Uniform EMS Ordinance and entered into the EMS Interlocal Cooperation Agreement. This includes EMSD2 and any jurisdiction that may join or leave EMSD2 in the future. As of 2/8/24, the City is not included in the RSA.

Exhibit B – Interlocal between EMSD2 and the District

Exhibit C – Business Associate Agreement

Exhibit C – Business Associate Agreement

This Business Associate Agreement ("BAA") is by and between the City of Vancouver, a Washington municipal corporation ("City" or "Covered Entity") and Clark County Emergency Medical Services District #2, an emergency medical services district authorized under RCW 36.32.480 ("EMSD2" or "Business Associate"), and is effective on January 1, 2025 ("Effective Date") in connection with the Interlocal Agreement between the Parties relating to ambulance services and effective from January 1 through December 31, 2025 ("Interlocal"), to which this BAA is an exhibit. City and EMSD2 are each a Party and collectively the Parties. Capitalized but undefined terms will have the meaning given them in the Interlocal.

Recitals

1. City is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the "Privacy Standards" and "Security Standards").
2. EMSD2 is a "Business Associate" as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the "PHI") in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with Business Associate's receipt of the Services under the Interlocal.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW ("Applicable Law").
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with receiving the Services in compliance with the Interlocal and Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI**. All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity's behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with receiving the Services pursuant to the Interlocal, including its internal management and administration in connection with the Interlocal, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses**. Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.

3. **Business Associate Safeguards to Protect PHI**. Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal

Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.

4. **Business Associate Safeguards**. In addition to all safeguards it may implement to comply with the Security Standards, EMSD2 shall implement the following security safeguards:
    A. *Least Privilege*. EMSD2 will ensure only Authorized Persons have access to PHI. EMSD2 will implement authentication and access controls to enforce least privilege. Authorized Persons means EMSD2's authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Interlocal. EMSD2 shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
    B. *Site Security*. EMSD2 shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
    C. *Vulnerability Management*. EMSD2 shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
    D. *Data Encryption*. EMSD2 shall encrypt all PHI in transit and at rest. EMSD2 shall ensure any mobile media that may contain PHI is encrypted. EMSD2 shall ensure its internal networks, including wireless networks, encrypt network activity. EMSD2 encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. EMSD2 encryption at rest must be FIPS 197 certified and at least 256-bit strength.
    E. *Privacy and Security Training*. EMSD2 shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
    F. *Location of PHI*. EMSD2 shall maintain PHI solely in data centers located in the United States.
    G. *Business Continuity and Disaster Recovery*. EMSD2 shall maintain a business continuity plan and a disaster recovery plan. EMSD2's backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices**. Business Associate acknowledges that City is relying on the administrative, physical, and technical safeguards implemented by Business Associate in providing PHI to Business Associate as part of receiving the Services. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure**. Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its representatives, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. EMSD2 shall provide notice to the City party named in Notice section of the Interlocal.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI**.
   A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.
   B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5 (*last accessed* July 25, 2024).
   C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, representative, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
   D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.
   E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).
   F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply City with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.

9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.

10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.

11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the date EMSD2 no longer retains any of Covered Entity's PHI and no subcontractor or agent of EMSD2 retains any of Covered Entity's PHI. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven days from the date of written notice of the material breach. City may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement**. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form in connection with termination of the Agreement. However, Business Associate may determine that return or destruction of PHI is not feasible due to records retention obligations under Applicable Law. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The Parties agree that Business Associate will be required to retain PHI pursuant to Applicable Law beyond the termination of the Agreement and will retain it only for so long as required by Applicable Law, after which it will return the PHI to Covered Entity or destroy it in accordance with Applicable Law. The obligations under this section will survive termination of this Agreement.

13. **Covered Entity Audit Rights**. Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. EMSD2 will complete City's information security questionnaire upon request from City at no cost to City.

14. **Other Provisions**. Section 10-12 and 15 of the Interlocal are fully incorporated into this Agreement. The Parties will amend this BAA pursuant to Section 11 of the Interlocal if any Applicable Law changes to ensure continued compliance with Applicable Law.

[signature page follows]

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity	**Business Associate**
_____	_____
By: Lon Pluckhahn	By: Sue Marshall
Title: City Manager	Title: EMSD2 Chair
Date Signed:	Date Signed:

Exhibit C

Chapter 5.48B
EMERGENCY MEDICAL SERVICES

Sections:

5.48B.010 Purpose.
5.48B.020 Definitions.
5.48B.025 Exclusive ambulance service provider.
5.48B.115 Ambulance service license—Required.
5.48B.180 Prohibited activities.
5.48B.190 Affirmative defenses under this chapter.
5.48B.200 Enforcement—Liability limitations.
5.48B.210 Misdemeanor when—Penalties.
5.48B.220 Violations—Civil.
5.48B.230 Civil violation—Notice, penalties and appeal process.

5.48B.010 Purpose.

It is the purpose of this chapter:

(1) To adopt oversight and regulatory standards for the provision of ambulance and emergency medical services consistent with the terms of an ambulance contract negotiated by Vancouver;

(2) To promote state-of-the-art clinical quality of EMS care with reasonable, reliable response-time standards, and with the goal of furnishing the best possible chance of survival, without disability or preventable complication, to each EMS patient consistent with the requirements of an ambulance contract negotiated by Vancouver;

(3) To encourage methods for developing specific performance standards, adequate review and medical protocols for such services; and

(4) To establish a uniform EMS ordinance which may be adopted by other general purpose governmental units which have chosen to take advantage of a uniform standard of care in recognition of the roles of the Vancouver/Clark County medical facilities and health care community as regional providers of primary, secondary and tertiary medical care. (Sec. 2 of Ord. 2015-08-03)

5.48B.020 Definitions.

Unless a different meaning is plainly required by the context, words and phrases used in this chapter shall have the meanings attributed to them in RCW 18.73.030 or in this section; provided, that in case of any conflict, this chapter shall control.

"Ambulance patient" means any patient being transported in an ambulance, as defined in RCW 18.73.030.

"Ambulance service" means an agency licensed by the state of Washington to operate one (1) or more ground ambulances, as defined by RCW 18.73.030.

"Ambulance service contract" means the contract entered into between Vancouver and the ambulance service contractor for exclusive market rights for emergency ambulance transports (9-1-1) throughout the regulated service area and non-9-1-1 or nonemergency

services outside Vancouver. Contract responsibilities include, but are not limited to, providing all ground ambulance service originating within the contract service area, regardless of whether the patient's destination is within or outside Clark County, subject to the defenses defined in this chapter.

"Ambulance service contractor" means the entity which is under contract with Vancouver to provide ambulance services.

"Board" means the Clark County board of councilors.

"Cities" means the cities of Battle Ground, La Center, Ridgefield and Woodland, Washington, which have adopted the uniform EMS ordinance and entered into the EMS interlocal cooperation agreement.

"County" means Clark County, Washington.

"District" means Clark County Emergency Medical Services District No. 2 established by ordinance pursuant to RCW 36.32.480.

"Emergency medical services" or "EMS" means medical treatment and care which may be rendered of any medical emergency, or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

"EMS interlocal cooperation agreement" means the agreement entered into between the cities, Clark County, and the district pursuant to Chapter 39.34 RCW, in part to effectuate the enforcement of this chapter.

"Medical call-taker" or "emergency medical dispatcher" means a person in the employ of or acting under the control of a private or public agency who receives and responds to calls requesting emergency medical services and administers emergency medical dispatch protocols approved by the medical program director.

"Medical program director" or "director" means the medical program director for Clark County certified by the Secretary of the Department of Health, pursuant to Chapter 18.71 RCW.

"Medical protocol" means any diagnosis-specific or problem-oriented written statement of standard procedures promulgated pursuant to state or local law or regulation for pre-hospital care for a given clinical condition.

"On-line medical control physician" means a physician who gives direction to ambulance or other EMS personnel through direct voice contact or other communication media, as required by applicable medical protocols.

"Patient" means any person who is injured, sick, incapacitated, or otherwise found by the medical program director to require emergency medical services.

"Person" means an individual, partnership, company, association, corporation (governmental or private) or any other legal entity including any receiver, trustee, assignee or similar representative.

"Regulated service area" means the combined area of the unincorporated area of Clark County within EMS District No. 2, plus the corporate limits of the cities and all other general purpose jurisdictions which have adopted the uniform EMS ordinance and entered into the EMS interlocal cooperation agreement.

"Response time zones" means those geographic areas established in the Vancouver ambulance service contract.

"System standard of care" or "standard of care" means the combined compilation of all standards for out-of-hospital medical care including, but not limited to, emergency medical dispatching protocols; EMS patient care guidelines (i.e., first responders and ambulance providers); protocols for selecting destination hospitals; standards for certification of pre-hospital care personnel (i.e., medical call-takers, emergency medical responders, emergency medical technicians, paramedics and on-line medical control physicians); standards for permits (i.e., ambulances, first responder units, helicopter rescue units, and special-use mobile intensive care services); response-time standards; standards governing on-board medical equipment and supplies; and standards for licensure of ambulance services. The standard of care shall serve as both a regulatory and contractual standard of care and performance.

"Uniform EMS ordinance" or "ordinance" means the ordinance codified in this chapter and all substantially identical ordinances adopted by general purpose governmental jurisdictions which are also parties to the EMS interlocal cooperation agreement.

"Vancouver" means the incorporated boundary of the city of Vancouver and Clark County Fire District No. 5. (Sec. 3 of Ord. 2015-08-03)

5.48B.025 Exclusive ambulance service provider.
Only the exclusive ambulance service provider under contract with Clark County Emergency Services District No. 2 or the city of Vancouver (pursuant to interlocal agreement with Clark County on behalf of Emergency Services District No. 2) may provide emergency or nonemergency ambulance service within the "regulated service area." Except as provided in Section 5.48B.190, no other person or entity shall provide such ambulance service within the regulated service area unless authorized by declaration of emergency or by a request for mutual aid. (Sec. 4 of Ord. 2015-08-03)

5.48B.115 Ambulance service license—Required.
Except as provided in Section 5.48B.190, no person shall provide ambulance services within the unincorporated area of the county of EMS District No. 2, plus the corporate limits of the cities and all other general purpose jurisdictions which have adopted the uniform EMS ordinance and entered into the EMS interlocal cooperation agreement, unless they possess a current license to provide ambulance service that has been issued by the state of Washington. (Sec. 5 of Ord. 2015-08-03)

5.48B.180 Prohibited activities.
Except as provided in Section 5.48B.190 or by contract with Vancouver or Clark County EMS District No. 2, it shall be unlawful for any person, including any ambulance service, its agents or employees, to intentionally, knowingly, or recklessly:

(1) Make a false statement of a material fact, or omit disclosure of a material fact, in connection with any requirement of this chapter;

(2) Perform the services of or allow the performance of first responder, EMT or trainee activities by any first responder, EMT or trainee who suffers a suspension, revocation or termination of certification by the Department of Health;

(3) Solicit the performance of ambulance services or the transport of an ambulance patient by any person not licensed in the manner required by this chapter or by use of any vehicle or equipment for which an attestation has not been filed with the Clark County clerk;

(4) Perform the services of a first responder or EMT, unless in full conformity with state law, this chapter and the standard of care established hereunder;

(5) Provide private ambulance service within Clark County or Clark County EMS District No. 2, unless under contract to do so with Vancouver or Clark County EMS District No. 2 or is otherwise authorized by declaration of emergency or by a request for mutual aid;

(6) Fail or refuse to immediately advise CRESA of receipt of a request for emergency medical assistance;

(7) Falsify, deface or obliterate any license, certificate or permit required under this chapter;

(8) Transport an ambulance patient in any vehicle other than an ambulance, except as provided in RCW 18.73.170;

(9) Advertise on a vehicle a level of services not being provided by that particular vehicle. The level of service must be available any time that vehicle is available for service; provided, that this chapter shall not be construed to require level of service advertising on vehicles;

(10) Wear any badge or device similar to the badge traditionally worn by police or fire personnel while serving on or with an ambulance providing emergency medical transportation within Clark County, unless such ambulance is owned or controlled by a public safety agency and the personnel are employees of the agency;

(11) Deny or delay emergency ambulance or other EMS service to any person on account of possible inability to pay, race, creed, religion, age, sex, national origin, physical or mental disability, place of residence, financial condition, presence or absence of medical insurance coverage; provided, that it shall not be a violation of this chapter for ambulance personnel to obtain at the time of service information required for effective billing, to comply with state or federal regulations pertaining to patient care and transport, or to comply with special benefit eligibility procedures established by medical insurers or medical service providers; or

(12) Charge for any service, equipment or supplies not provided to the patient. (Sec. 7 of Ord. 2015-08-03)

5.48B.190 Affirmative defenses under this chapter.

(1) Vehicles or aircraft, when being used to render temporary assistance in the case of a public catastrophe or emergency when licensed ambulances under contract with

Vancouver or Clark County EMS District No. 2 are not available or cannot meet overwhelming demand;

(2) Vehicles or aircraft owned or controlled by the United States government, unless required to comply with state and local regulations by the United States government;

(3) Vehicles operated only on private property or within the confines of institutional grounds;

(4) Persons providing wholly volunteer emergency transportation or emergency medical services without compensation or the expectation of compensation on an unplanned and nonregular basis;

(5) Vehicles or aircraft responding at the request of an ambulance service provider licensed under this chapter, pursuant to a mutual aid agreement approved by the MPD;

(6) Persons or vehicles providing ambulance service for patient transports originating outside the regulated service area or nonstop patient transports through the regulated service area;

(7) Persons or vehicles providing non-9-1-1 ambulance service for inter-county patient transports originating inside the regulated service area and are in excess of forty (40) loaded miles using the most direct route. (Sec. 8 of Ord. 2015-08-03)

5.48B.200 Enforcement—Liability limitations.

Nothing in this chapter is intended to create a cause of action or claim against the cities and/or Clark County or its officials, employees or agents running to specific individuals. Any duty created by this chapter is a general duty running in favor of the public. Nothing in this chapter shall be construed to make the cities and/or Clark County liable for the costs of ambulance or EMS services. (Sec. 9 of Ord. 2015-08-03)

5.48B.210 Misdemeanor when—Penalties.

Any of the following violations of this chapter, committed in the regulated service area outside Vancouver, constitutes a misdemeanor punishable upon conviction by not more than ninety (90) days in jail and/or a fine not to exceed one thousand dollars ($1,000):

(1) Section 5.48B.180(1), false statements;

(2) Section 5.48B.180(2), performing or allowing performance while under suspension, revocation, or termination of Department of Health certification; or

(3) Section 5.48B.180(3) and (4), providing services without complying with Washington State laws applicable to ambulances or personnel. (Sec. 10 of Ord. 2015-08-03)

5.48B.220 Violations—Civil.

(1) Civil Violations. Any other violation of this chapter shall be a civil violation. Each day a violation exists shall be deemed a separate violation.

(2) Notice of Civil Violation/Notice to Correct. Whenever Clark County has reasonable grounds to believe that a violation of this chapter not listed in Section 5.48B.210 has been committed or exists, Clark County is authorized to issue to the violator a notice of civil violation and/or order to correct notifying the violator of the code authority upon which the determination of violation is based; order the violation to be corrected within a reasonable period of time; notify the violator of the right to appeal of the notice and/or order pursuant to Section 5.48B.230; and/or assess civil penalties against any violator within any twelve (12) month period as follows:

First violation	$500
Second violation	$750
Third violation	$1,000
Subsequent violations	$1,000 each

All penalties shall be paid to Clark County within thirty (30) days after service of the notice of civil violation. If penalties are unpaid between thirty-one (31) and sixty (60) days of service, an additional late penalty of one hundred (100) percent of the original penalty shall be assessed; and if unpaid between sixty-one (61) and ninety (90) days after service, an additional late penalty of two hundred (200) percent of the original penalty shall be assessed.

(3) Service of Notices. The notice of civil violation/order to correct shall be served upon the violator by personal service or by certified mail, postage prepaid, return receipt requested, to the violator at his or her last known address. (Sec. 11 of Ord. 2015-08-03)

5.48B.230 Civil violation—Notice, penalties and appeal process.
Persons to whom a notice of civil violation and/or order to correct has been issued may appeal the notice and/or order.

The notice of appeal shall be filed with Clark County within ten (10) working days following notice of Clark County's decision and shall state the facts and legal authority supporting the appeal.

Upon the filing of an appeal, the county board shall cause to have scheduled a hearing thereon before the hearing examiner appointed by the board within thirty (30) days, and provide at least five (5) days' notice of the hearing to the applicant or holder. The decision of Clark County shall be upheld unless the hearing examiner finds that the decision was arbitrary, capricious or contrary to law. The decision of the board or hearing examiner shall be final and conclusive unless review is sought in a court of competent jurisdiction within ten (10) days of the written decision. (Sec. 12 of Ord. 2015-08-03)

The Clark County Code is current through Ordinance 2023-11-28, passed November 28, 2023.

Disclaimer: The Clerk of the Board's Office has the official version of the Clark County Code. Users should contact the Clerk of the Board's Office for ordinances passed subsequent to the ordinance cited above.

County Website: https://www.clark.wa.gov/ (https://www.clark.wa.gov/)
County Telephone: (564) 397-2232
Code Publishing Company (https://www.codepublishing.com/)

Exhibit D – Business Associate Agreement

This Business Associate Agreement ("BAA") is by and between Clark County Emergency Medical Service District #2, an emergency medical services district authorized under RCW 36.32.480 ("EMSD2" or "Business Associate"), Clark County ("County") and the cities of Battle Ground, La Center, Ridgefield and Woodland ("the Cities"), and is effective on January 1, 2025 ("Effective Date") in connection with the EMS Interlocal Cooperation Agreement ("Interlocal") between the Parties relating to ambulance services and effective from January 1 through December 31, 2025, to which this BAA is an exhibit. EMSD2, the County and the Cities are each a "Party" and collectively the "Parties" or the "District". Capitalized but undefined terms will have the meaning given them in the Interlocal.

Recitals

1. EMSD2 is a "Covered Entity" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA"), Privacy Standards and Security Standards, 45 C.F.R. Parts 160, 164 (the "Privacy Standards" and "Security Standards").
2. The County and the Cities are a "Business Associate" as that term is defined in the Privacy Standards and Security Standards, and may access, use, create, maintain, transmit, receive and/or disclose Protected Health Information on behalf of the Covered Entity as well Health Care Information as defined in RCW 70.02.010 (together, the "PHI") in connection with providing the Services.
3. Covered Entity will share PHI with Business Associate in connection with Business Associate's receipt of the Services under the Interlocal.
4. Pursuant to the Privacy Standards and Security Standards, the Business Associate must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI and compliance with applicable law, including HIPAA, the HITECH Act, and Ch 70.02 RCW ("Applicable Law").
5. This BAA contains the terms and conditions under which Covered Entity will share and Business Associate will receive, access, and manage PHI in connection with receiving the Services in compliance with the Interlocal and Applicable Law.

Agreement

The Parties agree as follows:

1. **Permitted and Required Uses of PHI**. All PHI that is created or received by Covered Entity and disclosed or made available in any form to Business Associate, including paper record, oral communication, audio recording, and electronic display or is created used, accessed, maintained, transmitted, disclosed, or received by Business Associate on Covered Entity's behalf is subject to this BAA. Business Associate shall create, receive, maintain, and transmit PHI solely in connection with receiving the Services pursuant to the Interlocal, including its internal management and administration in connection with the Interlocal, in compliance with Applicable Law and this BAA.

2. **Business Associated Prohibited Uses**. Business Associate shall not create, receive, maintain, or transmit PHI except as permitted by this BAA or Applicable Law.

3. **Business Associate Safeguards to Protect PHI**. Business Associate shall (1) implement administrative, physical and technical safeguards that reasonably and appropriately protect the

confidentiality, integrity and availability of Covered Entity's PHI (including electronic PHI or "ePHI") in accordance with Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations; (2) ensure that any third party agent or subcontractor who receives Covered Entity's PHI or ePHI from Business Associate agrees to implement equivalent administrative, physical and technical safeguards; and (3) deploy appropriate safeguards to implement the Secretary of Health and Human Services' annual guidance on the most effective and appropriate technical safeguards for use in carrying out security standards; (4) report any security breaches involving Covered Entity's PHI within 24 hours of discovery; and (5) perform periodic risk assessments regarding its security practices.

4. **Business Associate Safeguards**. In addition to all safeguards it may implement to comply with the Security Standards, the Parties shall implement the following security safeguards:
    A. *Least Privilege*. The Parties will ensure only Authorized Persons have access to PHI. The Parties will implement authentication and access controls to enforce least privilege. Authorized Persons means the Parties' authorized employees and authorized subcontractors that have a legitimate need to access PHI to perform obligations under the Interlocal. The Parties shall ensure all Authorized Persons are subject to confidentiality obligations at least as protective as those in this BAA.
    B. *Site Security*. The Parties shall ensure its locations, data centers, disaster recovery and back up sites are secure from unauthorized entry.
    C. *Vulnerability Management*. The Parties shall maintain a vulnerability management program or ensure its vendors maintain a vulnerability management program and regularly patch software vulnerabilities; all Critical and High vulnerabilities must be patched within thirty days of discovery.
    D. *Data Encryption*. The Parties shall encrypt all PHI in transit and at rest. The Parties shall ensure any mobile media that may contain PHI is encrypted. The Parties shall ensure its internal networks, including wireless networks, encrypt network activity. The Parties encryption in transit must be FIPS 140-2 certified and use minimal 128-bit strength symmetric cipher key. The Parties encryption at rest must be FIPS 197 certified and at least 256-bit strength.
    E. *Privacy and Security Training*. The Parties shall provide all Authorized Persons with training on information security and data privacy knowledge, including protection of PHI, at least once per year.
    F. *Location of PHI*. The Parties shall maintain PHI solely in data centers located in the United States.
    G. *Business Continuity and Disaster Recovery*. The Parties shall maintain a business continuity plan and a disaster recovery plan. The Parties backup or disaster recovery sites that maintain PHI should be geographically separated.

5. **Business Associate Representation and Warranty Regarding Security Practices**. Business Associate acknowledges that the District is relying on the administrative, physical, and technical safeguards implemented by Business Associate in providing PHI to Business Associate as part of receiving the Services. Business Associate represents and warrants that it has adopted, implemented, and shall maintain, for so long as Business Associate has access to, creates, maintains, uses, or transmits PHI or other confidential information, adequate and appropriate

safeguards in order to: (i) protect the confidentiality and security of PHI obtained from, or created on behalf of, Covered Entity and (ii) prevent the use or disclosure of PHI other than as provided for by this BAA and Applicable Law.

6. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure**. Business Associate shall report to Covered Entity any unauthorized use or disclosure of any PHI not more than 24 hours after becoming aware of an unauthorized use or disclosure of PHI by Business Associate, its representatives, employees, contractors, agents or by a third party to which Business Associate disclosed the PHI. The Parties shall provide notice to the District party named in Notice section of the Interlocal.

7. **Business Associate Reporting Obligations for Unauthorized Use or Disclosure of Unsecured PHI**.
   A. Breach Defined. A PHI breach occurs when Unsecured PHI may have been used, accessed, disclosed, or acquired in a manner not permitted under this BAA.
   B. Unsecured PHI Defined. Unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111–5.
   C. Breach Notice. If Business Associate has reason to believe that a breach has occurred, Business Associate will, within twenty-four hours of discovery, give Covered Entity notice. A breach shall be treated as discovered by the Business Associate as of the first day on which such breach is known to the Business Associate, (which includes any person, other than the individual committing the breach, who is an employee, representative, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
   D. Breach Mitigation and Remediation. Business Associate shall immediately mitigate and remediate any unauthorized access to PHI and shall devote such resources as may be required to accomplish that goal. The Business Associate shall cooperate with all Covered Entity efforts, including providing information necessary to enable Covered Entity to fully understand the nature and scope of the breach including but not limited to identification of each individual who has been affected by the breach.
   E. Breach Investigation. The Business Associate will investigate a breach of unsecured PHI to determine if the PHI has been compromised based upon a risk assessment in accordance with Section 164.402(2).
   F. Notification; Costs. Business Associate will provide assistance at no cost to Covered Entity and in accordance with the Covered Entity's policies and standards. Business Associate must coordinate with Covered Entity on any public notification or notice to any individual, media outlet, or the Secretary of Health and Human Services and will take no action prior to consulting with Covered Entity. Business Associate shall pay the full costs of any required notice to affected individuals, including the costs to retain an outside consulting firm to undertake the notification effort and will supply the District with the following information to make such notification: (1) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known. (2) A description of the types of unsecured PHI that were involved in the breach (such as full

name, Social Security number, date of birth, home address, account number, or disability code). (3) A brief description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.

8. **Business Associate Agents and Subcontractors**. Business Associate shall enter into an agreement with its agents and subcontractors to ensure that its obligations under this BAA apply to the agents or subcontractor(s), including the Security Standards as applicable.

9. **HHS Audit**. Business Associate shall make its internal practices, books and records ("Documents") relating to its obligations under this BAA regarding PHI available to the Secretary of the U.S. Department of Health and Human Services upon request ("HHS") for purposes of determining the Parties' compliance with the HIPAA Standards. Business Associate shall provide Covered Entity with a copy of any Documents within five days of providing Documents to HHS.

10. **Record Requests**. Business Associate will provide Covered Entity with information requested by an individual that exists in a designated records set within ten days of receiving the request from Covered Entity in accordance with 45 CFR § 164.528. Business Associate will amend any information following a request by an individual in accordance with 45 CFR § 164.526.

11. **Term; Termination**. The term of this BAA begins on the Effective Date and terminates on the date the Parties no longer retains any of Covered Entity's PHI and no subcontractor or agent of the Parties retains any of Covered Entity's PHI. Covered Entity may terminate this BAA if it determines Business Associate has violated a material term of the Agreement and does not cure the violation within seven (7) days from the date of written notice of the material breach. The District may determine the breach cannot be remedied and terminate this BAA immediately in its discretion.

12. **Business Associate PHI Obligations upon Termination of the Agreement**. Business Associate shall return or destroy all PHI received from Covered Entity, or created or received on behalf of Covered Entity, that Business Associate maintains in any form upon termination of the Agreement. Business Associate will retain no copies of PHI. If Business Associate determines that return or destruction of any PHI is not feasible, Business Associate shall notify Covered Entity of the reasons why return or destruction is not feasible. If Covered Entity is in agreement that return or destruction is not feasible, then Covered Entity will agree to extend the protections of this Agreement to that information and to limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible, for as long as Business Associate or its business associates maintain PHI. The obligations under this section will survive termination of this Agreement.

13. **Indemnification**. The Parties and Business Associate shall indemnify the District and Covered Entity pursuant to Section 9 of the Interlocal arising from any actual or suspected breach of this BAA. The obligations under this section will survive termination of this Agreement.

14. **Covered Entity Audit Rights**. Covered Entity may, at any time, monitor, audit, and review Business Associate's activities and methods in implementing this BAA in order to ensure Business Associate's compliance with it. The Parties will complete the District's information security questionnaire upon request from the District at no cost to the District.

15. **Other Provisions**. Section 13(a), 15, and 16 of the Interlocal are fully incorporated into this Agreement. The Parties will amend this BAA pursuant to Section 13(a) of the Interlocal if any Applicable Law changes to ensure continued compliance with Applicable Law.

In Witness Whereof, the Parties have entered this Agreement by their signatures below as of the Effective Date.

Covered Entity

_____
By: Sue Marshall
Title: EMSD2 Chair
Date Signed:

Approved as to form:

_____
Deborah Wechselblatt , Senior Deputy Prosecuting Attorney

Business Associate

_____
By: Gary Medvigy
Title: Clark County Council Chair
Date Signed:

Business Associate

_____
By: Kris Swanson
Title: City of Battle Ground City Manager
Date Signed:

Business Associate

_____
By: Tom Strobehn
Title: City of La Center Mayor
Date Signed:

Business Associate

_____
By: Steve Stuart
Title: City of Ridgefield City Manager
Date Signed:

Business Associate

_____

By: Todd Dinehart
Title: City of Woodland Mayor
Date Signed:

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	November 4, 2024
Proceeding Type:	Consent
Subject:	Tukes Mountain Reservoir #6 – Bid Award

Legislative History:	
• Action (PSA):	November 20, 2023
• Action (Bid):	November 4, 2024

Staff Report Summary

The City Council will consider awarding a contract to Tapani of Battle Ground, WA for the Tukes Mountain Reservoir #6 project in the amount of $5,199,007.80 through passage of the consent agenda.

Background

During the Water System Plan Update it was determined that the City would need an additional 1.5-million gallons of water storage for the 20-year build out of the plan. Additionally, there are three old reservoirs that have reached the end of their useful life and would not stand an earthquake. Based on all of these factors, the City will be constructing a new 2.5-million gallon reservoir on top of Tukes.

The City went through the Bid process and received four Bids of which Tapani was the low responsive and responsible Bidder.

Goals and Objectives Relevance

Approving this project would achieve the City Council's goal to improve and maintain infrastructure systems by providing a new reservoir, which would withstand an earthquake and provide for 20-years of growth.

Fiscal and Policy Implications

This project is in the proposed budget for 2025. Approximately, $3.1 million in ARPA funds and $1.25 million in a state grant will be used on the project. The remainder will be funded by SDCs.

Options

Option	Results
• Award Bid	Construction will proceed.
• Reject Bid	The project will need to rebid in order to move forward.
• No Action	Construction would be delayed until a final decision was made.

Staff Recommendation

Staff recommends that City Council award the Tukes Mountain Reservoir #6 project to Tapani via passage of the Consent agenda in the amount of $5,199,007.80 and authorize the City Manager to sign the Contract.

Attachments

A.	Bid Tabs

Legal Review

N/A

TUKES MOUNTAIN RESERVOIR NO. 6 - BID TABS

Item No.	Description	Quantity	Unit	Engineers Estimate		Tapani		Rotschy		T Bailey		JH Kelly	
				Bid Unit Price	Bid Price	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization, bonds, permitting, insurance, and demobilization	1	LS	$423,500.00	$423,500.00	$400,000.00	$400,000.00	$307,991.00	$307,991.00	$200,000.00	$200,000.00	$244,267.00	$244,267.00
2	Minor change	1	FA	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
3	Traffic control	1	LS	$50,000.00	$50,000.00	$7,000.00	$7,000.00	$16,000.00	$16,000.00	$15,000.00	$15,000.00	$21,483.00	$21,483.00
4	Demolition of existing concrete reservoirs	1	LS	$50,000.00	$50,000.00	$150,000.00	$150,000.00	$175,000.00	$175,000.00	$20,000.00	$20,000.00	$203,413.00	$203,413.00
5	Construction survey and staking	1	LS	$30,000.00	$30,000.00	$25,000.00	$25,000.00	$20,000.00	$20,000.00	$20,000.00	$20,000.00	$50,958.00	$50,958.00
6	Erosion control plan and maintenance	1	LS	$80,000.00	$70,000.00	$10,000.00	$10,000.00	$28,000.00	$28,000.00	$60,000.00	$60,000.00	$21,702.00	$21,702.00
7	Tree protection, removal, clearing, and grubbing	1	LS	$40,000.00	$40,000.00	$8,000.00	$8,000.00	$20,000.00	$20,000.00	$50,000.00	$50,000.00	$6,186.00	$6,186.00
8	Site preparation, excavation, backfill, and grading	1	LS	$81,000.00	$81,000.00	$140,000.00	$140,000.00	$140,000.00	$140,000.00	$230,000.00	$230,000.00	$267,540.00	$267,540.00
9	Rock excavation	3400	CY	$210.00	$714,000.00	$78.00	$265,200.00	$40.00	$136,000.00	$56.00	$190,400.00	$187.00	$635,800.00
10	Removal and replacement of unsuitable material	50	CY	$75.00	$3,750.00	$80.00	$4,000.00	$40.00	$2,000.00	$85.00	$4,250.00	$96.00	$4,800.00
11	All work required to construct the new 2.58 MG Welded Steel, complete, other than as provided for under separate unit prices:												
	a. Shop drawings and approvals	1	LS	$20,000.00	$20,000.00	$50,000.00	$50,000.00	$64,000.00	$64,000.00	$70,000.00	$70,000.00	$11,313.00	$11,313.00
	b. Tank construction, including reservoir foundation, access hatches, roof vent, interior piping and pipe blocks, interior and exterior ladders with cabled fall prevention system, and all other accessories	1	LS	$2,000,000.00	$2,000,000.00	$1,950,000.00	$1,950,000.00	$2,300,000.00	$2,300,000.00	$2,250,000.00	$2,250,000.00	$2,412,343.00	$2,412,343.00
	c. Interior Surface Preparation and Coating	1	LS	$485,000.00	$485,000.00	$385,000.00	$385,000.00	$265,000.00	$265,000.00	$250,000.00	$250,000.00	$707,984.00	$707,984.00
	d. Exterior surface preparation and Coating	1	LS	$285,000.00	$285,000.00	$380,000.00	$380,000.00	$280,000.00	$280,000.00	$265,000.00	$265,000.00	$478,072.00	$478,072.00
	e. Foundation Drains	1	LS	$7,300.00	$7,300.00	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$50,000.00	$50,000.00	$173,040.00	$173,040.00
	f. Tank testing, disinfection and start-up	1	LS	$8,000.00	$8,000.00	$3,600.00	$3,600.00	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$28,319.00	$28,319.00
12	Site access roads	1	LS	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$45,000.00	$45,000.00	$90,000.00	$90,000.00	$56,736.00	$56,736.00
13	Retaining walls	1	LS	$48,000.00	$48,000.00	$90,000.00	$90,000.00	$78,000.00	$78,000.00	$120,000.00	$120,000.00	$163,401.00	$163,401.00
14	Site fencing	1	LS	$38,000.00	$38,000.00	$29,000.00	$29,000.00	$32,000.00	$32,000.00	$30,000.00	$30,000.00	$27,979.00	$27,979.00
15	On-site storm drainage	1	LS	$172,000.00	$172,000.00	$185,000.00	$185,000.00	$185,000.00	$185,000.00	$280,000.00	$280,000.00	$309,631.00	$309,631.00
16	On-site water piping	1	LS	$245,000.00	$245,000.00	$150,000.00	$150,000.00	$180,000.00	$180,000.00	$280,000.00	$280,000.00	$557,050.00	$557,050.00
17	Existing utility abandonment	1	LS	$35,000.00	$35,000.00	$25,000.00	$25,000.00	$12,000.00	$12,000.00	$15,000.00	$15,000.00	$68,998.00	$68,998.00
18	Reservoir valve vault	1	LS	$226,000.00	$226,000.00	$150,000.00	$150,000.00	$196,000.00	$196,000.00	$235,000.00	$235,000.00	$103,619.00	$103,619.00
19	Existing reservoir improvements	1	LS	$85,000.00	$85,000.00	$12,000.00	$12,000.00	$40,000.00	$40,000.00	$50,000.00	$50,000.00	$34,061.00	$34,061.00
20	Final site grading, surface restoration, site clean-up, and demobilization	1	LS	$30,000.00	$30,000.00	$3,500.00	$3,500.00	$12,000.00	$12,000.00	$12,500.00	$12,500.00	$73,742.00	$73,742.00
21	Electrical and instrumentation improvements	1	LS	$430,000.00	$430,000.00	$200,000.00	$200,000.00	$250,000.00	$250,000.00	$355,000.00	$355,000.00	$337,480.00	$337,480.00

Project Subtotal	**$5,716,550.00**		**$4,787,300.00**		**$4,923,991.00**		**$5,247,150.00**		**$7,099,917.00**
Tax	**$491,623.30**		**$411,707.80**		**$423,463.23**		**$451,254.90**		**$610,592.86**
Project Total	**$6,208,173.30**		**$5,199,007.80**		**$5,347,454.23**		**$5,698,404.90**		**$7,710,509.86**

Rank	**N/A**		**First**		**Second**		**Third**		**Fourth**
% Under(Over) Engineer's Estimate	**N/A**		**16.26**		**13.86**		**8.21**		**(24.20)**

Approved By: Ryan M. Jeynes
City Engineer

10/29/24
Date

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	November 4, 2024
Proceeding Type:	Consent
Subject:	NW Regional Training Center – Interlocal Agreement

Legislative History:	
• Action:	November 4, 2024

Staff Report Summary

The City Council will consider authorizing the City Manager to sign an Agreement with Clark County Fire District 5 for participation in the NW Regional Training Center for required training through passage of the consent agenda.

Background

City Operations staff is required by the State to take a number of trainings because of the work being done by them. For many years the City has received that training through the NW Regional Training Center run by Fire District 5.

District 5 has made some improvements, which will allow for a number of the trainings to be taken online as needed.

Goals & Objectives

Goal: Encourage Employee Development And Organization Excellence

Approval of the Agreement with Fire District 5 allows for Operations staff to be fully trained and allow them to do their jobs safely.

Fiscal and Policy Implications

The training will cost $5,070.00 for the year. Funding for this training is included in the proposed 2025 budget.

Options

Option	Results
• Authorize Signing Of Agreement	City will continue to receive required training.
• Do Not Authorize Signing Of Agreement	City will have to figure out how to receive required training elsewhere.
• No Action	Signing of Agreement will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the Agreement for the NW Regional Training Center for 2025.

Attachments

A.	Agreement

Legal Review

n/a, same Contract that has been previously reviewed by the City Attorney.

CONTRACT FOR SERVICES

SAFETY AND COMPLIANCE PROGRAM

Clark County Fire District 5 (District 5), and the City of Battle Ground (City) hereby agree to the following program for calendar year 2025.

A. Services to be provided – District 5 shall provide safety training to City employees as follows:

1. Classroom Instruction and Training – District 5 will make available to City employees classroom instruction and training in all OSHA and WISHA required areas, as outlined in Appendix B. This training will occur at District 5 facilities unless otherwise agreed by the District 5's Administrator or Deputy Administrator.

2. Online Instruction and Training – District 5 will make available to City employees, online instruction and training in all OSHA and WISHA required areas, as outlined in Appendix C. Each employee will receive a URL link to their online account, where they will take the training at their convenience.

3. Maintenance of all Training Records – District 5 will maintain a database of all training that is conducted for the City. Reports showing all training conducted year-to-date will be provided to the City monthly.

4. Notification and Scheduling of Training Classes – District 5 will provide the City with information on upcoming classes via its website https://ccfd5.org. The website provides class schedules and times. The City can also register for classes through the website.

5. Assistance with Labor and Industries Audits – District 5 personnel will be available to assist the City with all records and information associated with training conducted by District 5. This will include copies of class rosters, training curriculum, and competency records (if needed).

B. Responsibilities of the City – The City shall be responsible for the following:

1. Listing of Employees by Division – The City shall provide District 5 with a roster of employees who will need training, broken down by division.

2. Assistance in Determining Required Training – The City shall work with District 5 in determining what type of training is needed for personnel in each division.

3. Notification of Intent to Attend Classes (Excludes Online Training) – At least 7 calendar days prior to a class being conducted, the City shall notify District 5 of their intent to have employees participate, and if so, the number wo will be participating. Additionally, the City can register students directly through District 5 website (https://ccfd5.org).

4. Promptly Pay Clark County Fire District 5 Invoices – Appendix A includes the annual 2025 charges which the City is agreeing to pay. District 5 will bill the City in the months of January, April, July, October. These billings will be for the current quarter and will be due upon receipt.

C. Additional Training – The classes provided under this agreement are listed in Appendix B & C. The City may participate in other classes offered by District 5; however, they will pay the same rate for such classes as other customers. Please refer to the Clark County Fire District 5 website for current pricing (https://ccfd5.org). Private class group rates are available upon request.

D. Liability – Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel and to save and hold the other parties, including their respective employees and officials, harmless from all costs, expenses, losses and damages, including the cost of defense, incurred as a result of any acts or omissions of the parties' employees relating to the performance of this agreement.

E. Modification of this Agreement – This agreement may be modified only with the consent of both parties.

F. Termination of This Agreement – Either party may terminate their participation in this agreement by providing 120 days' notice of their intent to withdraw. In the event District 5 is unable to provide services as outlined in this agreement, the City shall be reimbursed for any services paid for but not yet received.

EXECUTED ON __October 18__ , 2024

CLARK COUNTY FIRE DISTRICT 5

By: Jennifer Bethke

Jennifer Bethke, District Administrator

City of Battle Ground

By: _____

Approved as to Form: _____

APPENDIX A

Training Costs

Each employee will be charged a per seat fee of $195. This gives them access to their online and in-class training.

The estimated per-seat licenses are for **26 employees.**

In January of each year, we will conduct an audit to determine if all licenses were used. If licenses were not activated a refund will be issued. If the City has utilized more licenses, than they paid for, an invoice will be issues at the rates outlined in this agreement

For 2025 the City of Battle Ground shall pay to Clark County Fire District 5 a total of **$5,070.00** for online and in-class training conducted for regular and summer employees.

This shall be paid based on four quarterly invoices each in the amount of **$1,267.50.**

The City of Battle Ground is permitted to select 3 additional online training courses from our digital library. Please see the attachment.

APPENDIX B

Classroom Training Courses Provided Under This Agreement

It is understood that employees who are required to have a particular type of training will receive that training as soon as possible following their date of hire. Refresher courses will then be provided for employees at the intervals noted below.

Classroom Training Courses Provided	Refresher
Fire Extinguishers/Evacuation	*12 Months*
First Aid/CPR	*24 Months*
Flagging and Traffic Control	*36 Months*
Forklift Training	*36 Months*

Additional in person training options for initial courses listed below, with associated fees discounted from public rates. These will be billed separately and invoiced within 30 days of class date.

Confined Space Initial- minimum of 12 students	*$100/employee*
Fall Protection Initial- minimum of 12 students	*$75/employee*
Trenching and Shoring Initial- minimum of 15 students	*$125/employee*

Please note:

Minimum attendance required for additional in person classes above with all agencies interested in participating included in the minimum student count. If attendee counts do not meet the minimum, the class will be canceled and rescheduled.

No shows and late cancelation for additional classes only

For **additional** in person classes only- If your agency has employees registered and they "no show" or do not cancel at least 72 hours in advance, the full fee for those employees will be charged. **These will be billed separately and invoiced within 30 days of class date.**

APPENDIX C

Online Training Courses Provided Under This Agreement

Employees will be registered and receive an email with login instructions. Each employee will have training based on their job title assigned to them. Available courses are as follows.

Bloodborne Pathogens in First Response Environments

OHSA General Industry: Bloodborne Pathogens

OHSA Construction: Fall Protection

Surviving the Fall: The Proper Use of Your Personal Fall Arrest System

Aerial Lifts in Industrial And Construction Environments

Confined Space Entry

Survive Inside: Employee Safety in Confined Spaces

Rigging Safety In Industrial And Construction Environments

Driving Safety: The Basics

Driving Defensively

Using Fire Extinguishers

Fire Prevention in the Office

Evacuation Procedures

Slips, Trips And Falls: How To Fall Properly And First Aid

First Aid

Forklift Operator Certification 1: Operator Training and Pre-Operational Inspection

Forklift Operator Certification 2: Stability

Forklift Operator Certification 3: Loading and Operation

Forklift Operator Certification 4: Classification and Refueling

Emergency Preparedness and Response

Hearing Protection and You

Lockout Tagout: It Would Have Saved His Life

Lock-Out/Tag-Out

Breathe Safely: The Proper Use of Respiratory Protection

Respiratory Protection and Safety

Excavation and Trenching Safety

Trenching and Shoring in Construction Environments

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
From:	Meagan Lowery, Finance and Information Services Director
Date:	November 4, 2024
Proceeding Type:	PRESENTATION/PUBLIC HEARING
Subject:	Resolution 2024-12 Fee Schedules-2025

Legislative History:	
• Presentation/Public Hearing:	November 4, 2024
• Motion:	November 18, 2024

Staff Report Summary

This presentation provides city council the opportunity to consider the proposed 2025 fee schedules.

Background

Staff have reviewed fee schedules and made the appropriate adjustments for fees. Fees considered as pass-through fees match expenditures made by the city.

Fiscal and Policy Implications

Fiscal implications are determined by specific activity. Estimates have been projected in the 2025 budget.

Goals and Objectives Relevance

Options

Presentation and Public Hearing

Attachments

A.	Resolution No. 24-12 City of Battle Ground Fee Schedules for the 2025 Budget
B.	Attachments: Schedule A General Fees

	Schedule B	Transportation Impact Fees
	Schedule C	Fire Fees
	Schedule D	Parks and Recreation

Legal Review

The following document was reviewed by legal:

Resolution 2024-12

CITY OF BATTLE GROUND
RESOLUTION NO. 2024-12

A RESOLUTION ADOPTING THE CITY OF BATTLE GROUND FEE SCHEDULES FOR THE 2025 BUDGET

WHEREAS, the City of Battle Ground, Washington has the authority to establish fees, charges, and rates for services provided by the City; and

WHEREAS, it is prudent business to review fees, charges, and rates imposed by the City; and

WHEREAS, it is necessary to establish such fees at rates that reasonably assure recovery of the full direct and indirect costs of the time and materials expended to provide the service for which the fee is charged; and

WHEREAS, it should be understood that these fees, charges, and rates are an important part of the resources for the operation of the City and in many cases do not cover the costs involved; and

WHEREAS, staff has reviewed the anticipated expenditure requirements for the budget year 2025 and recommends adopting fee schedules in order to provide support for these services; and

WHEREAS, the fee schedules and administrative provisions set forth in this resolution are supported by the analysis performed by the City; and

WHEREAS, it is desirable to improve the City's ability to communicate its fees, charges, and rates to its citizens and customers through the preparation of fee schedules;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, AS FOLLOWS:

SECTION ONE: The fees, charges, and rates on the attached schedules are adopted and made part of the City of Battle Ground Fee Schedules effective January 1, 2025.

Schedule A	General Fees
Schedule B	Transportation Impact Fees
Schedule C	Fire Fees
Schedule D	Parks and Recreation

SECTION TWO: SEVERABILITY: In the event that any section, sentence or clause of this resolution shall be held unconstitutional or invalid, such action shall not be deemed to affect any other section, sentence or clause of this resolution.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, THIS 18th DAY OF NOVEMBER, 2024.

Approved:

CITY OF BATTLE GROUND, WASHINGTON

_____

Troy McCoy, Mayor

Attest:

_____

Elizabeth Halili, City Clerk

Approved as to form:

_____

Kirk Ehlis, City Attorney

City of Battle Ground 2025 Fee Schedule

City Hall 109 SW 1st Street, Battle Ground, WA 98604 www.cityofbg.org 360-342-5000

Department	Fee Type	Fee Description	Effective January 1, 2024 Resolution 23-11 2024 Fees	Effective January 1, 2025 Resolutoin 24-12 2025 Fees
Citywide	Public Records	Customized service change (in addtion to fees for copies - see copying fee)*	Actual Cost	Actual Cost
Citywide	Public Records - Copies	Photocopies, printed copies of electronic records when requested by the requestor, or for the use of the city equipment to make copies*	15 cents per page	15 cents per page
Citywide	Public Records - Copies	Scanned records or use of city equipment to scan*	10 cents per page	10 cents per page
Citywide	Public Records - Copies	Electronic records uploaded to email, cloud-based storage, or other means of electronic delivery*	7 cents for each 4 electronic files or attachments	7 cents for each 4 electronic files or attachments
Citywide	Public Records - Copies	Records transmitted in electronic format or for use of city equipment to send records electronically*	12 cents per gigabyte	12 cents per gigabyte
Citywide	Public Records - Copies	Digital storage media or devices*	Actual Cost	Actual Cost
Citywide	Public Records - Copies	Any container used to mail copies or media*	Actual Cost	Actual Cost
Citywide	Public Records - Copies	Postage or delivery charges*	Actual Cost	Actual Cost
Citywide	Public Records - Video	Body Worn Camera video redaction	$33.60 per hour, 10% deposit may be required before request is processed	$33.60 per hour, 10% deposit may be required before request is processed
		*charges above may be combined to the extent more than one type of charge applies to copies responsive to a public records request		
Citywide	Administrative	Return check charge	$40.00	$40.00
Citywide	EV Rate	Electronic Vehicle charging station rate	$.29 per KWH	$.15 per KWH
Clerk	Administrative	Certified True Copy	$5.00 first page and $1.00 each subsequent page	$5.00 first page and $1.00 each subsequent page
Municipal Court	Administrative	Work Crew Administrative Fee	$30.00	$30.00
Municipal Court	Administrative	Filing fee per case	$150.00	$150.00
~~Municipal Court~~	~~Administrative~~	~~Warrant cancellation fee - per warrant~~	~~$100.00~~	
Municipal Court	Fine	Parking on a sidewalk or planting strip - RCW 46.61.570 A.2		$35.00
Municipal Court	Fine	Parking in a signed area - RCW 46.61.570 A.10		$35.00
Municipal Court	Fine	Parking within 5 feet of a driveway - RCW 46.61.570 B.1		$35.00
Municipal Court	Fine	Parking within 15 feet of a fire hydrant - RCW 46.61.570 B.2		$35.00
Municipal Court	Fine	Parking within 20 feet of a crosswalk - RCW 46.61.570 B.3		$35.00
Municipal Court	Fine	Parking within 30 feet of a stop sign - RCW 46.61.570 B.4		$35.00
Municipal Court	Fine	Parking facing the wrong way - RCW 46.61.575		$35.00
Municipal Court	Fine	Parking more than 12” from the curb - RCW 46.61.575		$35.00
Municipal Court	Fine	Overtime parking in park facilities lot - BGMC 10.14.047		$35.00
Municipal Court	Fine	Overtime parking in 15-minute zone - BGMC 10.14.005		$35.00
Municipal Court	Fine	Overtime parking in 2-hour zone - BGMC 10.14.005		$35.00
Municipal Court	Fine	Overtime parking in 4-hour zone - BGMC 10.14.060		$35.00
Municipal Court	Fine	Reparking a vehicle within 14 days - BGMC 10.14.060		$250.00
Municipal Court	Fine	Parking in a fire lane - BGMC 10.14.035		$250.00
Municipal Court	Fine	Expired registration less than 2 months - BGMC 10.14.030		$75.00
Municipal Court	Fine	Expired registration more than 2 months - BGMC 10.14.030		$150.00
Police	Administrative	Fingerprinting - per card	$15.00	$15.00
Police	Administrative	Traffic accident report (per report)	$10.00	$10.00
Finance	Administrative	Lien placement and removal fee: cost recovery for county fees	cost	cost
Community Services	Animal License	Annual license fee for unaltered domesticated dogs/cats	$43.00	$43.00
Community Services	Animal License	Annual license fee for altered domesticated dogs/cats	$18.50	$18.50
Community Services	Animal License	Altered dogs/cats for seniors 62 and older	$8.00	$8.00
Community Services	Animal License	Service dogs	$5.00	$5.00
Community Services	Animal License	Dangerous dogs - upon determination	$325.00	$325.00
Community Services	Animal License	Dangerous dog renewal	$110.00	$110.00
Community Services	Animal License	Late Fee - Animal License	$5.00	$5.00
Community Services	Animal License	Lost Tag replacement fee	$5.00	$5.00
Community Services	Animal Impound	First Impound	$25.00	$25.00
Community Services	Animal Impound	Second Impound	$50.00	$50.00
Community Services	Animal Impound	Third Impound	$100.00	$100.00
Community Services	Animal Impound	Daily Boarding Fee	$25.00	$25.00
Community Services	Animal License	Fee for unlicensed animal	$25.00	$25.00
Community Services	Animal License	Animal hearing appeal fee	$46.00	$46.00
Community Development	Business License	Initial Filing Fee	$24.00	$24.00
Community Development	Business License	Annual (no fee for nonprofits)	$41.00	$41.00
Community Development	Business License	Late Fee - Business License	$21.00	$21.00
Community Development	Business License	Annual peddler/transient	$78.00	$78.00
Community Development	Business License	6 month peddler/transient	$42.00	$42.00
Community Development	Business License	Renewal peddler/transient	$52.00	$52.00
Community Development	Business License	Background search per person	$38.00	$38.00
Community Development	Franchise Fee	Franchise Application Fee	$5,000.00	$5,000.00
Community Development	Permit Fee	Small wireless facility permits	Deposit $500, Cost Recovery (1) to be billed from deposit	Deposit $500, Cost Recovery (1) to be billed from deposit
Community Development	Permit Fee	Wireless communication facilities permit	Deposit $500, Cost Recovery (1) to be billed from deposit	Deposit $500, Cost Recovery (1) to be billed from deposit
Community Development	Land Use	Annexation at notice of intent	$373	$384
Community Development	Land Use	Annexation at time of petition	$2,191	$2,259
Community Development	Land Use	Comprehensive Plan and Map Amendments	$4,320	$4,454
Community Development	Land Use	Hearings examiner appeal of code enforcement decisions for existing residential & non-residential	$363	$375
Community Development	Land Use	Appeals of Land Use Decisions - Type I	$3,024	$3,118
Community Development	Land Use	Appeals of Land Use Decisions - Type II (base fee plus hearing examiner cost recovery)	base fee $3,065 + hearing examiner cost recovery	base fee $3,160 + hearing examiner cost recovery
Community Development	Land Use	Binding Site Plan Review	$3,755	$3,871
Community Development	Land Use	Boundary Line Adjustment: per lot after the first 2 lots	$253	$260
Community Development	Land Use	Change of Use	$159	$164
Community Development	Land Use	Code/Planning Director's Interpretation	$189	$195
Community Development	Land Use	Concurrent Re-review Fee	$548	$565

City of Battle Ground 2025 Fee Schedule

City Hall 109 SW 1st Street, Battle Ground, WA 98604 www.cityofbg.org 360-342-5000

Department	Fee Type	Fee Description	Effective January 1, 2024 Resolution 23-11 2024 Fees	Effective January 1, 2025 Resolutoin 24-12 2025 Fees
Community Development	Land Use	Conditional Use Permit	$4,319	$4,453
Community Development	Land Use	Covenant Release	$3,755	$3,871
Community Development	Land Use	Critical area review per critical area for fish and wildlife habitat areas, frequently flooded area, geologic hazard areas	$349	$360
Community Development	Land Use	Critical area review (wetland areas)	$753	$776
Community Development	Land Use	Development agreement (cost recovery plus base fee)	$916 + Cost Recovery (1)	$916 + Cost Recovery (1)
Community Development	Land Use	Development Review Planning Services - Pass thru option: Cost recovery - actual cost of consultant review plus 10% - This fee is applicable when applicant and City choose to use the city's planning consultant.	(Consultant cost + 10%)	(Consultant cost + 10%)
Community Development	Land Use	EIS Preparation (cost recovery - staff time at current billing rate)	Cost Recovery (1)	Cost Recovery (1)
Community Development	Land Use	Engineering Plan Review & Construction Inspection - In City Review: 2% of estimated construction costs of improvements at approval plus the base fee, which is due at time of submittal	$574 at time of submittal + 2% of construction cost	$592 at time of submittal + 2% of construction cost
Community Development	Land Use	Engineering Plan Review & Construction Inspection - Pass Thru: Cost recovery - actual cost of consultant review plus 10% - This fee is applicable when City chooses to use the city's engineering consultant for civil plan review. 1.5% of estimated construction costs of improvements will be for inspection fee (city approval required).	(Consultant cost + 10%) + 1.5% of construction cost	(Consultant cost + 10%) + 1.5% of construction cost
Community Development	Land Use	Engineering Preliminary Plan Review & Staff Report - Pass Thru: Cost recovery - actual cost of consultant review plus 10% - This fee is applicable when the City chooses to use the city's engineering consultant for preliminary plan review and staff report writing.	(Consultant cost + 10%)	(Consultant cost + 10%)
Community Development	Land Use	Fence Permit	$46	$48
Community Development	Land Use	Final Site Plan	$1,132	$1,167
Community Development	Land Use	Final Short Plat	$1,415	$1,459
Community Development	Land Use	Final Subdivision	$2,582	$2,662
Community Development	Land Use	Grading Permits: 50-100 cubic yards	$123	$127
Community Development	Land Use	Grading Permits: 101-1,000 cubic yards	$125 + $9.97 per 100 cubic yards over 100 and fraction thereof	$129 + $10.28 per 100 cubic yards over 100 and fraction thereof
Community Development	Land Use	Grading Permits: 1,001-10,000 cubic yards	$218 + $18.87 per 1,000 cubic yards over 1,000 and fraction thereof	$225 + $19.45 per 1,000 cubic yards over 1,000 and fraction thereof
Community Development	Land Use	Grading Permits: 10,001-100,000 cubic yards	$394 + $30 per 10,000 cubic yards over 10,000 and fraction thereof	$406 + $30.93 per 10,000 cubic yards over 10,000 and fraction thereof
Community Development	Land Use	Grading Permits: 100,001-200,000 cubic yards	$673 + $36.45 per 10,000 cubic yards over 100,000 and fraction thereof	$694 + $37.58 per 10,000 cubic yards over 100,000 and fraction thereof
Community Development	Land Use	Grading Permits: >200,000 cubic yards	$1,025 + $36 per 10,000 cubic yards over 200,000 and fraction thereof	$1,057 + $37.11 per 10,000 cubic yards over 200,000 and fraction thereof
Community Development	Land Use	Hearing Continuance: cost recovery (staff time+hearings examiner)	Cost Recovery (1)	Cost Recovery (1)
Community Development	Land Use	Hearing Remand: cost recovery (staff time+hearings examiner)	Cost Recovery (1)	Cost Recovery (1)
Community Development	Land Use	Home Occupation: plus business license fee	$63	$65
Community Development	Land Use	Impact Fee Deferral Program Administrative Fee	$119	$123
Community Development	Land Use	Reimbursment Agreement: Administrative Fee - 17.200.200/12.119	$574 at time of application + Cost Recovery(1)	$592 at time of application + Cost Recovery(1)
Community Development	Land Use	Reimbursement Satisfaction: Administrative Fee	Recording cost + Cost Recovery(1)	Recording cost + Cost Recovery(1)
Community Development	Land Use	Legal Lot Determination	$253	$260
Community Development	Land Use	Master Plan (Type III)	$5,875 (if submitted concurrently with site plan/subdivision or binding site plan then 1/2 review fee of subsequent review).	$6,057 (if submitted concurrently with site plan/subdivision or binding site plan then 1/2 review fee of subsequent review).
Community Development	Land Use	Mobile Food Cart Placement	$377	$389
Community Devleopment	Land Use	Mobile Food Cart Renewal	$46	$48
Community Development	Land Use	Multi-Family Tax Exemption (MFTE) Program -application base fee	$300	$300
Community Devleopment	Land Use	MFTE County Assessor Fee	$120	$120
Community Development	Land Use	MFTE Per Unit Fee	$50 per unit, up to a maximum of $1,000	50 per unit, up to a maximum of $1,000
Community Devleopment	Land Use	MFTE Annual monitoring fee (applicable only for approved projects)	$500	$500
Community Development	Land Use	Plat Alteration	$3,024	$3,118
Community Development	Land Use	Post Decision Review: Type I	$188	$194
Community Development	Land Use	Post Decision Review: Type II	$627	$647
Community Development	Land Use	Post Decision Review: Type III	$3,024	$3,118
Community Development	Land Use	Pre-application conference	$453	$467
Community Development	Land Use	Pre-application waiver	$74	$76
Community Development	Land Use	Preliminary Short Plat 2 lots	$548	$565
Community Development	Land Use	Preliminary Subdivision 3-9 lots	$4,349	$4,484
Community Development	Land Use	Preliminary Subdivision: 10-25 lots	$5,875 + Hearing Examiner Cost Recovery	$6,057 + Hearing Examiner Cost Recovery
Community Development	Land Use	Preliminary Subdivision: 26-50 lots	$7,357 + Hearing Examiner Cost Recovery	$7,585 + Hearing Examiner Cost Recovery
Community Development	Land Use	Preliminary Subdivision: >50 lots ($11,000 maximum)	$4,378 + $102/lot + Hearing Examiner Cost Recovery	$4,514 + $105/lot + Hearing Examiner Cost Recovery
Community Development	Land Use	Pump Station Review: Actual cost of consultant review plus 10% - this fee is applicable when a pump station is required as part of a development, fee is due prior to Eng. Acceptance	Cost + 10%	Cost + 10%
Community Development	Land Use	Report or data preparation: cost recovery	Cost Recovery (1)	Cost Recovery (1)
Community Development	Land Use	Residential Plot Plan Review or Revision	$66	$68

City of Battle Ground 2025 Fee Schedule

City Hall 109 SW 1st Street, Battle Ground, WA 98604 www.cityofbg.org 360-342-5000

Department	Fee Type	Fee Description	Effective January 1, 2024 Resolution 23-11 2024 Fees	Effective January 1, 2025 Resolutoin 24-12 2025 Fees
Community Development	Land Use	Traffic Study Review: Actual cost of consultant review plus 10% - this fee is applicable when a traffic study is required as part of a development review and City has consultant review	Cost + 10%	Cost + 10%
Community Development	Land Use	Road modification request: per modification	$315	$325
Community Development	Land Use	SEPA Checklist Review	$647 or 50% if in conjunction with parent application	$667 or 50% if in conjunction with parent application
Community Development	Land Use	Shorelines Substantial Development Permit	$2,113 + Cost of Development Permit	$2,179 + Cost of Development Permit
Community Development	Land Use	Shorelines Conditional Use Permit	$2,873 + Cost of Development Permit	$2,962 + Cost of Development Permit
Community Development	Land Use	Shorelines Variance Permit	$2,873 + Cost of Development Permit	$2,962 + Cost of Development Permit
Community Development	Land Use	Shorelines Exemption Request	$232	$239
Community Development	Land Use	Sign Review Fee plus Building Permit (see building below)	$188	$194
Community Development	Land Use	Site Plan Review: Residential or non-residential (Type I)	$585	$603
Community Development	Land Use	Site Plan Review: Residential (Type II) $10,500 maximum	$912 + $43 per unit	$940 + $44 per unit
Community Development	Land Use	Site Plan Review: Non-residential (Type II) $10,500 maximum	$1,072 + $0.10 sf ground floor + $0.07 sf other floors	$1,105 + $0.11 sf ground floor + $0.08 sf other floors
Community Development	Land Use	Special Events (block parties, other)	$54	$55
Community Development	Land Use	Special Event Permit (festivals, parades, outdoor events, other)	160 + Cost Recovery (1)	166 + Cost Recovery (1)
Community Development	Land Use	Stormwater Review Only: MR #2 Only	$280	$288
Community Development	Land Use	Stormwater Review Only: MR #1-#5	$727	$750
Community Development	Land Use	Stormwater Review Only: MR #1-#9	$1,455	$1,500
Community Development	Land Use	Temporary Use	$186	$192
Community Development	Land Use	Variance	$3,033 or 50% in conjunction with parent application that requires a public hearing	$3,127 or 50% in conjunction with parent application that requires a public hearing
Community Development	Land Use	Variance - Administrative	$186	$192
Community Development	Land Use	Zone Change (text/map amendments)	$4,321 + $275/2.5 acres over 2.5 acres	$4,455 + $284/2.5 acres over 2.5 acres
Community Development	Land Use	Zoning Verification Letter	$181	$187
Community Development	Land Use	Interim Pump Station - Maintenance Fee	$20,000	$20,000.00
Community Development	Land Use	Interim Pump Station - Decommissioning Costs - This fee may be waived when allowed by Policy.	100% of construction cost	100% of construction cost
Community Development	Land Use	Multi-Family Tax Exemption Application	$300 base fee plus $50 per multi-family unit with a maximum fee of $1001	$300 base fee plus $50 per multi-family unit with a maximum fee of $1001
Community Development	Land Use	Multi-Family Tax Exemption Recording fee	$100 -if application denied fee to be refunded	$100 -if application denied fee to be refunded
Community Development	Land Use	Multi-Family Tax Exemption Extension fo Conditional Certificate	$100	$100.00
Community Development	Land Use	Multi-Family Tax Exemption - Annual Monitoring fee	$500	$500.00
Community Development	Building Permits	Building Permit: Valuation $1 to $500	$71	$73
Community Development	Building Permits	Building Permit: Valuation $501 to $2,000	$71 for the first $500 plus $4.61 for each $100 or fraction thereof, to and including $2,000	$73 for the first $500 plus $4.75 for each $100 or fraction thereof, to and including $2,000
Community Development	Building Permits	Building Permit: Valuation $2,001 to $25,000	$126 for the first $2,000 plus $18.87 for each $1,000 or fraction thereof, to and including $25,000	$130 for the first $2,000 plus $19.45 for each $1,000 or fraction thereof, to and including $25,000
Community Development	Building Permits	Building Permit: Valuation $25,001 to $50,000	$518 for the first $25,000 plus $14.37 for each $1,000 or fraction thereof, to and including $50,000	$534 for the first $25,000 plus $14.82 for each $1,000 or fraction thereof, to and including $50,000
Community Development	Building Permits	Building Permit: Valuation $50,001 to $100,000	$830 for the first $50,000 plus $10.93 for each $1,000 or fraction thereof, to and including $100,000	$856 for the first $50,000 plus $11.27 for each $1,000 or fraction thereof, to and including $100,000
Community Development	Building Permits	Building Permit: Valuation $100,001 to $500,000	$1,251 for the first $100,000 plus $8.58 for each $1,000 or fraction thereof, to and including $500,000	$1,290 for the first $100,000 plus $8.85 for each $1,000 or fraction thereof, to and including $500,000
Community Development	Building Permits	Building Permit: Valuation $500,001 to $1,000,000	$3,986 for the first $500,000 plus $7.50 for each $1,000 or fraction thereof, to and including $1,000,000	$4,110 for the first $500,000 plus $7.73 for each $1,000 or fraction thereof, to and including $1,000,000
Community Development	Building Permits	Building Permit: Valuation $1,000,000 and up	$6,882 for the first $1,000,000 plus $4.61 for each $1,000 or fraction thereof	$7,095 for the first $1,000,000 plus $4.75 for each $1,000 or fraction thereof
Community Development	Building Permits	Building Permit: Reroofing and residing for single family residence (commercial based on valuation)	$117	$120
Community Development	Building Permits	Inspections outside normal hours: Per hour minimum charge 2 hours	$75/HR	$75/HR
Community Development	Building Permits	Reinspection fees : Charged per hour, 1 hour minimum	$75/HR	$75/HR
Community Development	Building Permits	Inspections: Per hour charge for which no fee is specifically indicated minimum 1 hour charge	$75/HR	$75/HR
Community Development	Building Permits	Additional plan review: Per hour charge required by changes, additions, or revisions to plans - minimum charge 1 hour	$75/HR	$75/HR
Community Development	Building Permits	Structural or other specialized building plan review by Consultant: Actual cost of consultant review, as invoiced. This fee is applicable when additional review is necessary as part of a building permit.	$75/HR	$75/HR
Community Development	Building Permits	Building Plan Review and Inspection Services - Pass thru option: Cost recovery - actual cost of consultant review plus 10% - This fee is applicable when applicant and City choose to use the city's building services consultant.	(Consultant cost + 10%)	(Consultant cost + 10%)
Community Development	Building Permits	Building Plan Review: Separate building plan review fee is calculated at 65% of building permit fee (due at time of submittal)	65% of permit fee	65% of permit fee
Community Development	Building Permits	State Building Fee - Residential	$6.50	$6.50
Community Development	Building Permits	State Building Fee - Commercial	$25.00	$25.00

City of Battle Ground 2025 Fee Schedule

City Hall 109 SW 1st Street, Battle Ground, WA 98604 www.cityofbg.org 360-342-5000

Department	Fee Type	Fee Description	Effective January 1, 2024 Resolution 23-11 2024 Fees	Effective January 1, 2025 Resolutoin 24-12 2025 Fees
Community Development	Building Permits	Temporary Certificate of Occupancy	$250.00	$250.00
Community Development	Building Permits	Temporary Certificate of Occupancy Extension	$500.00	$500.00
Community Development	Mechanical Permits	Mechanical Permit Issuance	$71	$74
Community Development	Mechanical Permits	New Single Family Home Mechanical Permit	$.10 per finished square feet	$.11 per finished square feet
Community Development	Mechanical Permits	Mechanical Permit Issuance: For issuing each supplemental permit for which the original permit has not expired, has been cancelled or finalized	$16	$16
Community Development	Mechanical Permits	Unit Fee - Furnace: For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance, up to and including 100,000Btu/h (29.3kw)	$20	$21
Community Development	Mechanical Permits	Unit Fee - Furnace: For the installation or relocation of each forced air or gravity type furnace or burner including ducts and vents attached to such appliance, over 100,000 u/h (29.3kw)	$25	$26
Community Development	Mechanical Permits	Unit Fee - Furnace: For the installation or relocation of each floor furnace, including vent	$20	$21
Community Development	Mechanical Permits	Unit Fee - Furnace: For the installation or relocation of each suspended heater, recessed wall heater or floor mounted unit heater	$20	$21
Community Development	Mechanical Permits	Unit Fee - Appliance Vents: For the installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit	$12	$13
Community Development	Mechanical Permits	Unit Fee - Repairs and Additions: For the repair, alteration, or addition of each heating appliance, refrigeration unit, cooling, unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code	$19	$20
Community Development	Mechanical Permits	Unit Fee - Boilers, Compressors, and Absorption Systems: For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6kw) or each absorption system to and including 100,000 Btu/h(29.3kw)	$20	$21
Community Development	Mechanical Permits	Unit Fee - Boilers, Compressors, and Absorption Systems: For the installation or relocation of each boiler or compressor over 3 horsepower (10.6kw) to and including 15 horsepower (52.7kw) or each absorption system to and including 100,000 Btu/h(29.3kw) to and including 500,000 Btu/h(146.6kw)	$35	$36
Community Development	Mechanical Permits	Unit Fee - Boilers, Compressors, and Absorption Systems: For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kw) to and including 30 horsepower (105.5kw) or each absorption system over 500,000 Btu/h(146.6kw) to and including 1,000,000 Btu/h(293.1kw)	$49	$50
Community Development	Mechanical Permits	Unit Fee - Boilers, Compressors, and Absorption Systems: For the installation or relocation of each boiler or compressor over 30 horsepower (105.5kw) to and including 50 horsepower (176 kw) or each absorption system over 1,000,000 Btu/h(293.1kw) to and including 1,750,000 Btu/h(512.9 kw)	$71	$74
Community Development	Mechanical Permits	Unit Fee - Boilers, Compressors, and Absorption Systems: For the installation or relocation of each boiler or compressor over 50 horsepower (176kw) or each absorption system over 1,750,000 Btu/h (512.9kw)	$117	$120
Community Development	Mechanical Permits	Unit Fee - Air Handlers: For each air-handling unit to and including 10,000 cubic feet per minute (cfm)(4719 L/s), including ducts attached thereto***	$16	$16
Community Development	Mechanical Permits	Unit Fee- Air Handlers: For each unit over 10,000 cfm (4,719 L/s)	$25	$26
Community Development	Mechanical Permits	Unit Fee - Evaporative Coolers: For each evaporative cooler other than portable type	$16	$16
Community Development	Mechanical Permits	Unit Fee - Ventilation and Exhaust: For each ventilation fan connected to a single duct	$12	$13
Community Development	Mechanical Permits	Unit Fee - Ventilation and Exhaust: For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit	$16	$16
Community Development	Mechanical Permits	Unit Fee - Ventilation and Exhaust: For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood	$16	$16
Community Development	Mechanical Permits	Unit Fee - Incinerators: For the installation or relocation of each domestic-type incinerator	$25	$26
Community Development	Mechanical Permits	Unit Fee - Incinerators: For the installation or relocation of each commercial or industrial type incinerator	$20	$21
Community Development	Mechanical Permits	Miscellaneous: For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table.	$16	$16
Community Development	Mechanical Permits	Inspections outside normal hours: Per hour minimum charge 2 hours	$75/HR	$75/HR
Community Development	Mechanical Permits	Reinspection fees: Charged per hour, 1 hour minimum	$75/HR	$75/HR
Community Development	Mechanical Permits	Inspections: Per hour charge for which no fee is specifically indicated minimum 1 hour charge	$75/HR	$75/HR
Community Development	Mechanical Permits	Additional plan review: Per hour charge required by changes, additions, or revisions to plans - minimum charge 1 hour	$75/HR	$75/HR
Community Development	Mechanical Permits	Mechanical Plan Check Fee	65% of fee	65% of fee
Community Development	Plumbing Permits	Plumbing Permit Issuance	$71	$74
Community Development	Plumbing Permits	New Single Family Home Plumbing Permit	$.15 per finished square feet	$.16 per finished square feet
Community Development	Plumbing Permits	Plumbing Permit Issuance: For issuing each supplemental permit for which the original permit has not expired, been cancelled, or finalized	$16	$16
Community Development	Plumbing Permits	Unit Fee- Fixtures and Vents: For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow prevention thereof)	$15	$15
Community Development	Plumbing Permits	Unit Fee- Fixtures and Vents: For repair or alteration of drainage or vent piping each fixture	$12	$13
Community Development	Plumbing Permits	Unit Fee - Sewers, Disposal Systems and Inceptors: For each building sewer and each trailer park sewer	$32	$33

City of Battle Ground 2025 Fee Schedule

City Hall 109 SW 1st Street, Battle Ground, WA 98604 www.cityofbg.org 360-342-5000

Department	Fee Type	Fee Description	Effective January 1, 2024 Resolution 23-11 2024 Fees	Effective January 1, 2025 Resolutoin 24-12 2025 Fees
Community Development	Plumbing Permits	Unit Fee - Sewers, Disposal Systems and Inceptors: each cesspool	$49	$50
Community Development	Plumbing Permits	Unit Fee - Sewers, Disposal Systems and Inceptors: each private sewage disposal system	$95	$98
Community Development	Plumbing Permits	Unit Fee - Sewers, Disposal Systems and Inceptors: For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen type grease interceptors functioning as fixture traps	$27	$28
Community Development	Plumbing Permits	Unit Fee - Sewers, Disposal Systems and Inceptors: Rainwater systems - per drain (inside building)	$15	$15
Community Development	Plumbing Permits	Unit Fee - Water Piping and Water Heaters: For installation, alteration, or repair of water piping or water-treatment equipment or both each	$12	$13
Community Development	Plumbing Permits	Unit Fee - Water Piping and Water Heaters: For each water hearing including vent - For vents only, see Mechanical Permit Fees	$17	$18
Community Development	Plumbing Permits	Unit Fee - Water Piping and Water Heaters: Installation or replacement of water supply line	$32	$33
Community Development	Plumbing Permits	Unit Fee - For each gas piping system of one to five outlets	$11	$12
Community Development	Plumbing Permits	For each additional outlet over five, each	$5	$5
Community Development	Plumbing Permits	Unit Fee - Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Devices: For each lawn sprinkler system on any one meter, including backflow protection devices thereof	$20	$21
Community Development	Plumbing Permits	Unit Fee - Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Devices: For atmospheric-type vacuum breakers or backflow protection devices - 1 to 5 devices	$18	$19
Community Development	Plumbing Permits	Unit Fee - Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Devices: For atmospheric-type vacuum breakers or backflow protection devices - over 5 devices each	$6	$6
Community Development	Plumbing Permits	Unit Fee - Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Devices: For each backflow-protection device other than atmospheric-type vacuum breakers - 2 inches (50.8,,) and smaller	$18	$19
Community Development	Plumbing Permits	Unit Fee - Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Devices: For each backflow-protection device other than atmospheric-type vacuum breakers - over 2 inches (50.8 mm)	$32	$33
Community Development	Plumbing Permits	Unit Fee - public swimming pool	$117	$120
Community Development	Plumbing Permits	Unit Fee - public spa	$78	$81
Community Development	Plumbing Permits	Unit Fee - private swimming pool	$78	$81
Community Development	Plumbing Permits	Unit Fee - private spa	$40	$41
Community Development	Plumbing Permits	Miscellaneous: For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance category or for which no other fee is listed in this code	$15	$15
Community Development	Plumbing Permits	Inspections outside normal hours: Per hour minimum charge 2 hours	$75/HR	$75/HR
Community Development	Plumbing Permits	Reinspection fees : Charged per hour, 1 hour minimum	$75/HR	$75/HR
Community Development	Plumbing Permits	Inspections: Per hour charge for which no fee is specifically indicated minimum 1 hour charge	$75/HR	$75/HR
Community Development	Plumbing Permits	Additional plan review: Per hour charge required by changes, additions, or revisions to plans - minimum charge 1 hour	$75/HR	$75/HR
Community Development	Plumbing Permits	Plumbing Plan Check Fee	65% of fee	65% of fee
Community Development	Demolition/Moving Permit	Demolition Permit	$253	$260
Community Development	Demolition/Moving Permit	Moving Permit	$253	$260
Community Development	Manufactured Homes	Placement Permits	$266	$274
Community Development	Right of Way	Right of Way Permit Fee: 1 foot to 100 feet	$85 + $1 per foot	$86 + $1 per foot
Community Development	Right of Way	Right of Way Permit Fee: 101 feet to 1,000 feet	$191 + $0.52 per foot over 101	$197 + $0.54 per foot over 101
Community Development	Right of Way	Right of Way Permit Fee: 1,001 feet to 5,000 feet	$673 + $0.41 per foot over 1,001	$693 + $0.42 per foot over 1,001
Community Development	Right of Way	Right of Way Permit Fee: 5,001 feet or more	$2,386 + $0.31 per foot over 5,001	$2,460 + $0.32 per foot over 5,001
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 5/8" Meter	$3,852	$3,972
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 3/4" Meter	$5,775	$5,954
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 1" Meter	$9,625	$9,923
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 1.5" Meter	$23,095	$23,811
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 2" Meter	$38,488	$39,681
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 3" Meter	$88,514	$91,258
Utilities	System Development Charge	Water SDC Connection Fee: Inside City Limits 4" Meter	$157,784	$162,675
Utilities	System Development Charge	Sewer SDC Connection Fee - Inside City Limits Per ERU	$14,573	$15,025
Utilities	System Development Charge	SDC Connection Fee - Outside City Limits Per ERU	1.5 times the in-city rates/charges	1.5 times the in-city rates/charges
Utilities	System Development Charge	Stormwater Drainage Connection Fee: per residence	$467	$482
Utilities	System Development Charge	Stormwater Drainage Connection Fee: Commercial per 3,000 impervious area	$467	$482
Community Development	Impact Fee	Battle Ground School Impact Fee: single family	$10,760	$10,760
Community Development	Impact Fee	Battle Ground School Impact Fee: Multi-Family per unit	$3,845	$3,845
Community Development	Impact Fee	Hockinson School Impact Fee: single family	$7,790	$7,790
Community Development	Impact Fee	Hockinson School Impact Fee: Multi-Family per unit	$3,434	$3,434
Community Development	Impact Fee	Traffic Impact Fee: per new trip (see Battle Ground Traffic Impact Fee Table)	$372.03	$407.19
Community Development	Impact Fee	Traffic Impact Fee: Single Family	$3,508.24	$3,839.85
Community Development	Impact Fee	Park Impact Fee: Single Family	$4,419	$4,419
Community Development	Impact Fee	Park Impact Fee: Multi-Family per unit	$3,670	$3,670
Community Development	Impact Fee	Fire Impact Fee: Single Family	$696	$992
Community Development	Impact Fee	Fire Impact Fee: Multi-Family per unit	$327	$505
Community Development	Impact Fee	Fire Impact Fee: Per square foot for non-residential	$0.85	$1.36
.	Water Rates	Water meter set & inspection: city will supply and install 5/8" through 1" - larger meters and flange meters will be supplied by the city	$256	$256.00
Utilities	Water Rates	Water Meter Charge: 3/4" meter - City supplied and installed	$306	$306.00
Utilities	Water Rates	Water Meter Charge: 1" meter - City supplied and installed	$397	$397.00

City of Battle Ground 2025 Fee Schedule

City Hall 109 SW 1st Street, Battle Ground, WA 98604 www.cityofbg.org 360-342-5000

Department	Fee Type	Fee Description	Effective January 1, 2024 Resolution 23-11 2024 Fees	Effective January 1, 2025 Resolutoin 24-12 2025 Fees
Utilities	Water Rates	Water Meter Charge: 1 1/2" meter - City supplied	$626	$626.00
Utilities	Water Rates	Water Meter Charge: 2" meter - City supplied	$693	$693.00
Utilities	Water Rates	Water Meter Charge: 3" meter - City supplied	$3,799	$3,799.00
Utilities	Water Rates	Water Meter Charge: 4" meter - City supplied	$4,339	$4,339.00
Utilities	Water Rates	Water meter service line	Cost Recovery [1]	Cost Recovery (1)
Utilities	Water Rates	Utility account set up charge	$22.00	$22.00
Utilities	Water Rates	Fire hydrant set up charge	$53.00	$53.00
Utilities	Water Rates	Fire flow test	$154.00	$154.00
Utilities	All Utilities	Late Charge	$10 or 10%, whichever is more	$10 or 10%, whichever is more
Utilities	Water Rates	Service Charge to reinstate/Adm Fee	$27.00	$27.00
Utilities	Water Rates	After hours service fee: Weekdays 4:00-8:00 pm, week-ends and holidays 7:30am-8:00pm	$95.00	$95.00
Utilities	Water Rates	Meter removal fee	$45.00	$45.00
Utilities	Water Rates	Residential monthly base meter charge - 5/8" meter	$12.51	$13.01
	Water Rates	Residential monthly base meter charge - 3/4" meter	$36.90	$38.37
	Water Rates	Residential monthly base meter charge - 1" meter	$55.38	$57.60
	Water Rates	Residential monthly base meter charge - 1.5" meter	$97.42	$101.32
	Water Rates	Residential monthly base meter charge - 2" meter	$155.26	$161.47
Utilities	Water Rates	Residential monthly consumption per ccf: 0-6 ccf	$2.01	$2.09
Utilities	Water Rates	Residential monthly consumption per ccf: 7-12 ccf	$2.87	$2.99
Utilities	Water Rates	Residential monthly consumption per ccf: over 12 ccf	$4.60	$4.78
Utilities	Water Rates	Commercial/Multi-Family/multi-family monthly base meter charge - 5/8" meter	$27.36	$28.45
Utilities	Water Rates	Commercial/Multi-Family monthly base meter charge - 3/4" meter	$35.74	$37.17
Utilities	Water Rates	Commercial/Multi-Family monthly base meter charge - 1.0"meter	$53.64	$55.78
Utilities	Water Rates	Commercial/Multi-Family monthly base meter charge - 1.5" meter	$94.35	$98.13
Utilities	Water Rates	Commercial/Multi-Family monthly base meter charge - 2.0" meter	$150.37	$156.39
Utilities	Water Rates	Commercial/Multi-Family monthly base meter charge - 3.0" meter	$359.43	$373.80
Utilities	Water Rates	Commercial/Multi-Family monthly base meter charge - 4.0" meter	$524.01	$544.97
Utilities	Water Rates	Commercial/Multi-Family monthly consumption per ccf - all usage	$3.72	$3.87
Utilities	Water Rates	Irrigation monthly base meter charge - 5/8" meter	$13.17	$13.69
Utilities	Water Rates	Irrigation monthly base meter charge - 3/4" meter	$14.34	$14.92
Utilities	Water Rates	Irrigation monthly base meter charge - 1.0"meter	$17.87	$18.59
Utilities	Water Rates	Irrigation monthly base meter charge - 1.5" meter	$22.58	$23.48
Utilities	Water Rates	Irrigation monthly base meter charge - 2.0" meter	$35.51	$36.93
Utilities	Water Rates	Irrigation monthly base meter charge - 3.0" meter	$130.80	$136.03
Utilities	Water Rates	Irrigation monthly base meter charge - 4.0" meter	$166.10	$172.74
Utilities	Water Rates	Irrigation monthly consumption per ccf - all usage	$5.29	$5.50
Utilities	Water Rates	Irrigation reactivation charge	$25.00	$25.00
Utilities	Water Rates	Irrigation deactivation charge	$25.00	$25.00
Utilities	Water Rates	Outside the city boundary - Rates and Charges	1.5 times in-city rates/charges	1.5 times in-city rates/charges
Utilities	Sewer Rates	Inside City- Combined Fixed Charge: On winter average usage for residential and total usage for commercial	$45.18	$47.43
Utilities	Sewer Rates	Inside City - Volume Charge: On winter average usage for residential and total usage for commercial	$1.75	$1.84
Utilities	Sewer Rates	Sewer Capital Surcharge Rate per ERU	$42.30	$44.42
Utilities	Sewer Rates	Sewer Capital Surcharge Rate - volume charge	2.96/ccf	3.11/ccf
Utilities	Sewer Rates	Clark Regional Wastewater District Flow Charge	.60/ccf	.60/ccf
Utilities	Sewer Rates	Outside the city boundary - Rates and Charges	1.5 times in-city rates/charges	1.5 times in-city rates/charges
Utilities	Storm Drainage Rates	Basic per month charge	$12.94	$13.39
Public Works	Streets	Private tree removal from public right-of-way	Cost Recovery [1]	Cost Recovery (1)

[1] Or the total hourly costs to the city, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved

Schedule B
City Of Battle Ground - Traffic Impact Fee Table
Cost Per Trip = $407.19

Land Use Category	Land Use Type[1]	ITE Land Use Code	Unit Of Measure	ITE Vehicle Trip Rate[2]	Pass-By Trip Rate[3]	Adjusted Vehicle Trip Rate	Fee Per Unit Of Measure
Industrial	General Light Industrial	110	1,000 sf GFA	4.87	0%	4.87	$1,983.02
	Industrial Park	130	1,000 sf GFA	3.37	0%	3.37	$1,372.23
	Manufacturing	140	1,000 sf GFA	4.75	0%	4.75	$1,934.15
	Warehousing	150	1,000 sf GFA	1.71	0%	1.71	$696.29
	Mini-Warehouse (Self-Storage)	151	1,000 sf GFA	1.45	0%	1.45	$590.43
	Utility	170	1,000 sf GFA	12.29	0%	12.29	$5,004.37
	Specialty Trade Contractor	180	1,000 sf GFA	9.82	0%	9.82	$3,998.61
Residential	Single-Family Detached	210	Dwelling	9.43	0%	9.43	$3,839.80
	Single-Family Attached	215	Dwelling	7.20	0%	7.20	$2,931.77
	Apartments	220	Dwelling	6.74	0%	6.74	$2,744.46
	Mobile Home Park	240	Dwelling	7.12	0%	7.12	$2,899.19
	Senior Adult Housing - Multifamily	252	Dwelling	3.24	0%	3.24	$1,319.30
	Congregate Care Facility	253	Dwelling	2.21	0%	2.21	$899.89
	Assisted Living	254	Beds	2.60	0%	2.60	$1,058.69
Lodging	Hotel	310	Rooms	7.99	0%	7.99	$3,253.45
	Motel	320	Rooms	3.35	0%	3.35	$1,364.09
Recreational	Public Park	411	Acres	0.78	0%	0.78	$317.61
	Movie Theater	445	Screens	220.00	0%	220.00	$89,581.80
	Recreational Community Center	495	1,000 sf GFA	28.82	0%	28.82	$11,735.22
Institutional	Elementary School	520	Students	2.27	0%	2.27	$924.32
	Middle School	522	Students	2.10	0%	2.10	$855.10
	High School	525	Students	1.94	0%	1.94	$789.95
	Private School (K-8)	530	Students	4.11	0%	4.11	$1,673.55
	Private School (K-12)	532	Students	2.48	0%	2.48	$1,009.83
	Private High School	534	Students	2.17	0%	2.17	$883.60
	Community College	540	Students	1.15	0%	1.15	$468.27
	University/College	550	Students	1.56	0%	1.56	$635.22
	Church[4]	560	1,000 sf GFA	31.46	0%	31.46	$12,810.20
	Day Care Center	565	1,000 sf GFA	47.62	0%	47.62	$19,390.39
	Library	590	1,000 sf GFA	72.05	0%	72.05	$29,338.04
Medical	Hospital	610	1,000 sf GFA	10.77	0%	10.77	$4,385.44
	Nursing Home	620	Beds	3.06	0%	3.06	$1,246.00
	Clinic	630	1,000 sf GFA	37.60	0%	37.60	$15,310.34
	Veterinary Clinic	640	1,000 sf GFA	21.50	0%	21.50	$8,754.59
Office	General Office	710	1,000 sf GFA	10.84	0%	10.84	$4,413.94
	Small Office Building	712	1,000 sf GFA	14.39	0%	14.39	$5,859.46
	Single Tenant Office	715	1,000 sf GFA	13.07	0%	13.07	$5,321.97
	Medical-Dental Office	720	1,000 sf GFA	36.00	0%	36.00	$14,658.84
	Government Office	730	1,000 sf GFA	22.59	0%	22.59	$9,198.42
	United States Post Office	732	1,000 sf GFA	103.94	0%	103.94	$42,323.33

Land Use Category	Land Use Type[1]	ITE Land Use Code	Unit Of Measure	ITE Vehicle Trip Rate[2]	Pass-By Trip Rate[3]	Adjusted Vehicle Trip Rate	Fee Per Unit Of Measure
Retail	Building Material & Lumber Store	812	1,000 sf GFA	17.05	0%	17.05	$6,942.59
	Discount Superstore (With Grocery)	813	1,000 sf GFA	50.52	29%	35.87	$14,605.58
	Variety Store	814	1,000 sf GFA	63.66	34%	42.02	$17,108.33
	Discount Superstore (Without Grocery)	815	1,000 sf GFA	53.87	17%	44.71	$18,206.32
	Hardware/Paint Store	816	1,000 sf GFA	8.07	26%	5.97	$2,431.66
	Nursery (Garden Center)	817	1,000 sf GFA	68.10	0%	68.10	$27,729.64
	Shopping Center	820	1,000 sf GLA	37.01	34%	24.43	$9,946.27
	Automobile Sales (New)	840	1,000 sf GFA	27.84	0%	27.84	$11,336.17
	Automobile Sales (Used)	841	1,000 sf GFA	27.06	0%	27.06	$11,018.56
	RV Sales	842	1,000 sf GFA	5.00	0%	5.00	$2,035.95
	Automobile Parts Sales	843	1,000 sf GFA	54.57	0%	54.57	$22,220.36
	Tire Store	848	1,000 sf GFA	27.69	28%	19.94	$8,118.07
	Tire Superstore	849	1,000 sf GFA	20.37	0%	20.37	$8,294.46
	Supermarket	850	1,000 sf GFA	93.84	36%	60.06	$24,454.85
	Convenience Market	851	1,000 sf GFA	762.28	51%	373.52	$152,092.47
	Discount Club	857	1,000 sf GFA	42.46	37%	26.75	$10,892.25
	Sporting Goods Superstore	861	1,000 sf GFA	23.78	0%	23.78	$9,682.98
	Home Improvement Superstore	862	1,000 sf GFA	30.74	42%	17.83	$7,259.87
	Electronics Superstore	863	1,000 sf GFA	41.05	40%	24.63	$10,029.09
	Toy/Children's Superstore	864	1,000 sf GFA	5.00	0%	5.00	$2,035.95
	Discount Home Furnishing Superstore	869	1,000 sf GFA	20.00	0%	20.00	$8,143.80
	Pharmacy Without Drive-Through	880	1,000 sf GFA	90.08	53%	42.34	$17,239.45
	Pharmacy With Drive-Through	881	1,000 sf GFA	108.40	49%	55.28	$22,511.09
	Marijuana Dispensary	882	1,000 sf GFA	211.12	0%	211.12	$85,965.95
	Furniture Store	890	1,000 sf GFA	6.30	53%	2.96	$1,205.69
	Liquor Store	899	1,000 sf GFA	107.21	0%	107.21	$43,654.84
Services	Drive-In Bank	912	1,000 sf GFA	100.35	35%	65.23	$26,559.99
	Fast Casual Restaurant	930	1,000 sf GFA	97.14	0%	97.14	$39,554.44
	Fine Dining Restaurant	931	1,000 sf GFA	83.84	44%	46.95	$19,117.73
	High-Turnover (Sit-Down) Restaurant	932	1,000 sf GFA	107.20	43%	61.10	$24,880.94
	Fast Food Restaurant Without Drive-Through	933	1,000 sf GFA	450.49	0%	450.49	$183,435.02
	Fast Food Restaurant With Drive-Through	934	1,000 sf GFA	467.48	50%	233.74	$95,176.59
	Coffee/Donut Shop With Drive-Through	937	1,000 sf GFA	533.57	89%	58.69	$23,899.08
	Quick Lubrication Vehicle Shop	941	1,000 sf GFA	69.57	0%	69.57	$28,328.21
	Automobile Parts & Service Center	943	1,000 sf GFA	16.60	0%	16.60	$6,759.35
	Gasoline/Service Center	944	Fueling Positions	172.01	42%	99.77	$40,623.64
	Convenience Store/Gas Station (2k-4k)	945	Fueling Positions	265.12	56%	116.65	$47,499.85
	Self-Service Car Wash	947	Wash Stalls	108.00	0%	108.00	$43,976.52
	Wine Tasting Room	970	1,000 sf GFA	45.96	0%	45.96	$18,714.45
	Brewery Tap Room	971	1,000 sf GFA	61.69	0%	61.69	$25,119.55

Updated: January 1, 2025

Footnotes:

1 = For uses not listed, the fee will be based on the per trip fee multiplied by trips per the traffic study.

2 = Based on the Eleventh Edition of the ITE Trip Generation Manual.

3 = Based on the Third Edition of the ITE Trip Generation Handbook.

4 = Trip rate based on weekend daily trips.

CITY OF BATTLE GROUND
2025 FIRE FEES

		Resolution 23-11	Draft
Section	**Activity**	**2024 Fee**	**2025 Fee**
1	**Reviews—Planning and Development Review**		
A	Site plan review Type I, II, III, road modifications and all other land use applications as applicable.	$ 177	$ 182
2	**Reviews—Building Construction/Change in Use/Special or Temporary Use**		
A	Building construction/change in use		
I	1—10,000 square feet	$ 333	$ 343
II	Each additional 10,000 square feet	$ 164	$ 169
3	**Reviews—Fire Protection Features**		
B	Issuance fee	$ 106	$ 110
C	Fire pumps and private or dedicated fire hydrant systems	$ 211	$ 217
D	Automatic sprinkler systems		
I	13D system (single-family) installation or revision	$ 143	$ 147
II	Other system—Per riser	$ 267	$ 275
III	System revision > 5 heads	$ 143	$ 147
IV	Review for system adequacy or change in use	$ 143	$ 147
V	Underground only	$ 143	$ 147
E	Standpipe systems	$ 143	$ 147
F	Commercial cooking protection	$ 143	$ 147
G	Other extinguishing system	$ 211	$ 217
H	Smoke removal system	$ 211	$ 217
I	Zoned fire alarm systems		
I	New system installation or revision to an existing system		
	First zone	$ 143	$ 147
	Each additional zone	$ 71	$ 74
II	Addressable fire alarm systems		
	1—50 devices	$ 323	$ 333
	51—100	$ 463	$ 477
	101—150	$ 602	$ 621
	151—200	$ 773	$ 797
	201—300	$ 913	$ 942
	301—400	$ 1,120	$ 1,154
	401 or more	$ 1,400	$ 1,444
J	Plan review for installation of gates obstructing fire department access	$ 84	$ 86
K	Plan review for single-family residences, residential additions/alterations and miscellaneous building reviews	$ 84	$ 86
L	Additional plan review	$ 168	$ 173
M	Inspection, testing, and maintenance review for fire protection systems	$ 33	$ 34
4	**Reviews—Special Processes and Equipment**		
A	Application of flammable/combustible finishes		
I	Application of flammable/combustible finishes including dip tank operations and application of combustible powders	$ 211	$ 217
II	Dip tanks	$ 143	$ 147
III	Unlisted spray booth	$ 211	$ 217
IV	Listed spray booth	$ 143	$ 147
V	Organic peroxides and coatings and dual-component coatings	$ 211	$ 217

CITY OF BATTLE GROUND
2025 FIRE FEES

		Resolution 23-11	Draft
B	Semiconductor fabrication		
I	Semiconductor fabrication using HPM, each process	$ 444	$ 457
II	Special tool, machinery or equipment used in fabrication, each tool	$ 211	$ 217
C	Commercial drying ovens	$ 143	$ 147
D	Refrigeration systems	$ 309	$ 319
E	Stationary Storage Battery System	$ 177	$ 182
5	**Reviews—Special Hazards**		
A	Compressed gasses		
I	In excess of exempt amounts	$ 143	$ 147
B	Cryogenic systems or processes		
I	Each system, process or product	$ 106	$ 110
II	Each tank or vessel	$ 54	$ 56
C	Explosive materials		
I	Storage of black or smokeless powder, small arms ammunition, percussion caps and primers for consumer consumption	$ 106	$ 110
II	Manufacture, assembly, testing of ammunition, fireworks, blasting agents and other explosives or explosive material	$ 531	$ 547
III	Other storage, use, handling or demolition of explosives or explosive material	$ 177	$ 182
IV	Magazines		
	Permanent Class 1, 4, or 5	$ 177	$ 182
	Portable Class 1, 4, or 5	$ 177	$ 182
	Type 2 or 3	$ 177	$ 182
V	Fireworks		
	Retail sales (one season)	$ 100	$ 100
	Retail sales (two seasons)	$ 200	$ 200
	Display	$ 100	$ 100
VI	Pyrotechnic special effect	$ 211	$ 217
D	Hazardous materials		
I	Storage tank or vessel installation, removal, abandonment, repair or reline		
	First tank or vessel	$ 143	$ 147
	Each additional	$ 61	$ 63
II	Container or portable tank storage	$ 143	$ 147
III	Product piping or vapor recovery—Motor fuel dispensing (with tank installation)	$ 54	$ 56
IV	Other product piping or vapor recovery—Per product	$ 106	$ 110
V	Flammable or combustible mixing, use, dispensing room or area	$ 211	$ 217
VI	Hazardous material recycling systems	$ 211	$ 217
VII	Hazardous material storage facility, construction, modification or abandonment	$ 211	$ 217
VIII	Review of hazardous material inventory statement or management plans	$ 211	$ 217
IX	Storage, use or handling of hazardous materials in excess of exempt amounts not listed	$ 211	$ 217
E	High-piled combustible storage		
I	Designated storage area 501—2,500 square feet	$ 143	$ 147
II	Designated storage area 2,501—12,000 square feet	$ 177	$ 182
III	Designated storage area 12,001—20,000 square feet	$ 211	$ 217
IV	Designated storage area 20,001—300,000 square feet	$ 267	$ 275
V	Each additional 300,000 square feet or portion thereof	$ 320	$ 330
F	Liquefied petroleum gas		
I	Fixed installation of portable or nonportable tanks with a water capacity in excess of 125 gallons		
	First tank	$ 143	$ 147
	Each additional tank	$ 34	$ 35
II	Dispensing	$ 177	$ 182
G	Storage or display of aerosol products	$ 177	$ 182

CITY OF BATTLE GROUND
2025 FIRE FEES

		Resolution 23-11	Draft
6	**Reviews—Additional Reviews Beyond Original Submittals**		
A	Minor revision to plan previously submitted	25% of original fee	25% of original fee
B	Significant revision to or resubmittal of plan or review previously submitted	Original fee	Original fee
7	**Inspections—Land Development/Building Construction/Certificate of Occupancy/Special or Change in Use**		
A	Fire Inspection fee	$ 177	$ 182
8	**Inspections—Fire Protection Features**		
A	Fire pumps	$ 320	$ 330
B	Automatic sprinkler systems		
I	13D (single-family) or 13R (multifamily)—Per building	$ 177	$ 182
II	Other systems, each riser	$ 267	$ 275
III	System revision > 5 heads	$ 177	$ 182
IV	Plus each head for the above	$ 2.43	$ 2.51
C	Standpipe systems per riser	$ 222	$ 229
D	Commercial cooking protection	$ 213	$ 219
E	Other extinguishing system	$ 320	$ 330
F	Smoke removal system	$ 320	$ 330
G	Zoned fire alarm systems		
I	First zone	$ 177	$ 182
II	Each additional zone	$ 106	$ 110
III	Plus each device	$ 4	$ 4
IV	Addressable fire alarm systems		
	1—50 devices	$ 213	$ 219
	51—100	$ 292	$ 301
	101—150	$ 366	$ 377
	151—200	$ 487	$ 502
	201—300	$ 597	$ 615
	301—400	$ 700	$ 721
	401 or more	$ 804	$ 829
H	Partial system inspection	$ 177	$ 182
I	Inspection for installation of gates obstructing fire department access	$ 168	$ 173
J	Inspection for single-family residences, residential additions/alterations and miscellaneous building reviews	$ 84	$ 86
K	Reinspections	$ 177	$ 182
9	**Inspections—Special Processes and Equipment**		
A	Application of flammable/combustible finishes	$ 177	$ 182
B	Application of flammable/combustible finishes including dip tank operations and application of combustible powders		
I	Dip tanks	$ 177	$ 182
II	Spray booths	$ 177	$ 182
C	Organic peroxides and coatings and dual-component coatings	$ 177	$ 182
D	Semiconductor fabrication		
I	Semiconductor fabrication using HPM, each process	$ 177	$ 182

CITY OF BATTLE GROUND
2025 FIRE FEES

		Resolution 23-11	Draft
II	Special tool, machinery or equipment used in fabrication, each tool	$ 177	$ 182
E	Commercial drying ovens	$ 177	$ 182
F	Refrigeration systems	$ 177	$ 182
G	Stationary Storage Battery System	$ 177	$ 182
10	**Inspections—Special Hazards**		
A	Compressed gases		
I	All classifications in excess of exempt amounts—First 20 outlets	$ 177	$ 182
II	Each additional 20 outlets or portion thereof	$ 91	$ 93
B	Cryogenic systems or processes		
I	Each system, process or product	$ 267	$ 275
II	Each tank or vessel	$ 45	$ 47
C	Explosive materials		
I	Storage of black or smokeless powder, small arms ammunition, percussion caps and primers for consumer consumption	$ 177	$ 182
II	Other storage, use, handling or demolition of explosives or explosive material	$ 177	$ 182
III	Magazines		
	Permanent Class 1, 4 or 5	$ 177	$ 182
	Portable Class 1, 4 or 5	$ 177	$ 182
	Type 2 or 3	$ 177	$ 182
IV	Fireworks		
	Retail Sales (one season)	Review and inspection not to exceed $100	Review and inspection not to exceed $100
	Retail Sales (two seasons)	Review and inspection not to exceed $200	Review and inspection not to exceed $200
	Display	Review and inspection not to exceed $100	Review and inspection not to exceed $100
V	Pyrotechnic special effect	$ 177	$ 182
D	Hazardous materials		
I	Storage tank or vessel installation, removal, abandonment, repair or reline		
	First 3 tanks or vessels	$ 177	$ 182
	Each additional	$ 45	$ 47
II	Container or portable tank storage	$ 177	$ 182
III	Product piping or vapor recovery—Motor fuel dispensing (with tank installation)	Included	Included
IV	Other product piping or vapor recovery—Per product	$ 177	$ 182
V	Hazardous material recycling systems	$ 177	$ 182
VI	Storage use or handling of hazardous materials in excess of exempt amounts not listed	$ 177	$ 182
E	High-piled combustible storage	$ 177	$ 182
F	Liquefied petroleum gas		
I	Fixed installation of portable or nonportable tanks with a water capacity in excess of 125 gallons		
	First tank	$ 177	$ 182
	Each additional tank	$ 45	$ 47
II	Dispensing	$ 177	$ 182
G	Storage or display of aerosol products	$ 177	$ 182
11	**Reinspections—Each**[2]	177	182
12	**Fire Code Existing Occupancy Inspections**		
	Commercial Occupancies	Square Feet / Cost	Square Feet / Cost
		1-501 / 50	1-501 / 50

CITY OF BATTLE GROUND
2025 FIRE FEES

		Resolution 23-11		Draft	
		502 - 30,000	150	502 - 30,000	150
		30,001-70,000	200	30,001-70,000	200
		70,001-100,000	250	70,001-100,000	250
		Over 100,000	300	Over 100,000	300
13	**Fire Code Operational Permits**	$50 per occupancy		$50 per occupancy	

Notes:

2 This fee applies where no progress has been made toward correction of noted violation(s) related to work on an existing permit.

Battle Ground Parks & Recreation
2025 Fee Schedule

Battle Ground Community Center

	ENTIRE BUILDING RENTAL	LEWIS RIVER RECEPTION HALL	MOULTON FALLS ROOM	WOODIN CREEK MEETING ROOM
Hourly Room Rental Rates	**Sunday-Friday** $220/hour 4-hour minimum Friday after 2pm and Sunday **Saturday** $240/hour 5-hour minimum	**Sunday-Friday** $140/hour 4-hour minimum Friday after 2pm and Sunday **Saturday** $175/hour 5-hour minimum	**Hourly Rate** $55/hour 4-hour minimum Friday after 2pm, Saturday and Sunday	**Hourly Rate** $35/hour 4-hour minimum Friday after 2pm, Saturday and Sunday
Reservation Deposit	A non-refundable 25% of Rental Cost due within 10 business days of receipt of application. This amount will be applied towards the total rental fees. *		~~Full rental fees are due at time of booking.~~Full rental fees are due 10 business days of receipt of application	
A/V Equipment Fee	Use of A/V equipment included	Use of A/V equipment included	Optional fee $50	Optional fee $50
Alcohol Fee	$170**	$170**	$150**	$150**
Staffing Fees	$150	$150 for events over 100 guests or when alcohol is being served	$150 when alcohol is being served	N/A
Damage Deposit	$750 refundable*** $1,000 refundable rentals with alcohol***	$500 refundable*** $1,000 refundable rentals with alcohol***	$350 refundable***	$100 refundable***
Cleaning Fee	$370 non-refundable	$235 non-refundable	$150 non-refundable	$75 non-refundable

** Remaining rental fees are due 60 days prior to the scheduled event.*
***Event must also have event liability insurance and banquet permit or special occasion license.*
****Due at least 60 days prior to event.*
Any deviations from the fee schedule must be approved by the City Manager (or his/her designee).
Any rental that goes beyond the rental time will be charged 2 times the rental rate as noted above for the corresponding room rental.

~~Battle Ground Community Center Kitchen Only~~

	~~Commercial Kitchen Only~~
~~Hourly Rental Rate~~	~~**Monday-Thursday**~~ ~~$45/hour – 4-hour minimum~~
~~Damage Deposit~~	~~$500 refundable~~
~~Cleaning Fee~~	~~$100 non-refundable~~

~~*Liability insurance and all necessary Clark County Public Health Requirements must be satisfied*~~

Battle Ground Parks & Recreation
2025 Fee Schedule

Battle Ground Senior Center

	Senior Center Main Room with Kitchen
Hourly Room Rental Rates	$45/hour 4-hour minimum Friday after 2pm, Saturday and Sunday
Damage Deposit	$100 refundable
Cleaning Fee	$75 non-refundable
	*A/V equipment not available at the Senior Center

Long Term Rental Fees

Long-term rentals are defined as a group who is regularly scheduled activities equal to at least one time per month for nine (9) months or twelve (12) hours over quarterly meetings/classes.

	Battle Ground Community Center			Senior Center	
Long Term Facility Rental Rates^*	**Lewis River Room** $55/hour non-profit $65/hour private/ commercial	**Moulton Falls Multi-Purpose Room** $35/hour non-profit $45/hour private/ commercial	**Woodin Creek Meeting Room** $25/hour non-profit $30/hour private/ commercial	**Main Room** $10/hour non-profit $25/hour private/ commercial	**Main Room with Kitchen** $15/hour non-profit $30/hour private/ commercial
Annual Maintenance Fee, up to/including 100 people	$175 non-refundable	$100 non-refundable	$50 non-refundable	$50 non-refundable	
Annual Maintenance Fee, over 100 people	$350 non-refundable	~~$200 non-refundable~~N/A	N/A	N/A	
Key Replacement	N/A			$10 per key	
	LT renters are required to set-up their own tables and chairs, clean area prior to leaving and take all trash & recycle out to the dumpster.			LT renters are required to clean room and kitchen prior to leaving and take all trash & recycle with them.	

**Any deviations from the long-term fee schedule must be approved by the City Manager (or his/her designee).*
^ Regular cleaning fees included in rental rates

Charitable Organization & Non-Profit Discounts

Groups that meet the following criterial will receive a **50% discount** on the hourly rate (not applicable to the use of only the kitchen).

- Charitable organization or non-profit group must be currently registered with the State of Washington and provide a copy of their certificate to the Parks & Recreation Department.
- Must conduct their regular business meetings within the City of Battle Ground Urban Growth Area and/or provide a service which directly benefits a significant portion of the Battle Ground Community.
- School district and other local governmental agencies that provide services to the City of Battle Ground Urban Growth Area may also receive a discounted rate.

Battle Ground Parks & Recreation
2025 Fee Schedule

Charitable Organizations will receive **free rental** space based on the following criteria

- Event must meet state requirements for being for the poor or infirm.
- Event must directly benefit Battle Ground residents.
- Event does not collect an admission fee, entry fee, request donation fee, vendor booth fee or conduct sales of any type.
- Event must be community service related (example include Food Bank drive, Rotary Christmas Party or Blood Drives).
- Additional fees and deposits still apply

Volunteer Rental Points

Groups wishing to utilize Volunteer Rentals Points must submit a Volunteer Rental Points Applications informing City of Battle Ground Staff the desire to track and utilize rental points. Rental points cover the cost of hourly rental rate and does not include additional fees such as cleaning, staffing, alcohol, equipment, or damage deposit.

	Entire Community Center	Lewis River	Moulton Falls	Woodin Creek	Senior Center
Number of Volunteer Hours needed for one Facility Rental Hour	**Sunday- Friday** 7 hours	**Sunday- Friday** 5 hours	2 hours	1 hours	2 hours

Park & Field Space

	Parks (general)	Kiwanis Park Fields	
		Whole Field	**Single T-Ball Backstop**
Rental Rates	$10/hour non-profit $15/hour private/commercial	$20/hour non-profit $30/hour private/commercial	$10/hour non-profit $15/hour private/commercial
Maintenance Fee *	$35/day	$50/day	$25/day

**May be waived or adjusted based on season maintenance or type of activity.*

Bricks Program

Honor and recognize a veteran who has served our country and protected our freedom by purchasing a brick in the Battle Ground Veterans Memorial. Funds raised through these brick sales help to pay for the maintenance and operation of the Veterans Memorial. Bricks are engraved and installed on an annual basis, with veteran's name, branch of service, and date of service. Bricks ordered by March 1st of each year will be installed in time for the same year's Memorial Day. Each brick is $250, with funds going towards maintenance and operation of the Veterans Memorial.

~~Banner Program~~

~~Banners can be purchased for $250 (and subject to change) and will be displayed in the City from May 1 through the 3rd week in June. Banners are the property of the purchaser and will need to be claimed by July 1 or the banner will be disposed of. This program will be promoted beginning June 2021 with initial year banners displayed in 2023. Banner orders can be placed~~

~~anytime until March 1 of each year. Due to vendor minimum order requirements, if the City does not receive five banner orders by March 1, the order will not be made and a full refund will be issued to the banner purchaser. Once the banner is purchased, the purchaser can pay a re-hanging fee each subsequent year to cover the cost of hanging the banner and taking it down. This fee will be determined at a later date but shall not exceed $50.~~

Parks & Recreation Community Programs

Fees for determination on the cost of delivering some additional programs and services. In most cases the primary costs is staffing or external group instruction costs and any new supply, equipment or material costs. The parks and recreation department strives to keep our fees as low as possible, to find efficiencies and being creative wherever possible. We will see outside donations, sponsorship and grant opportunities when available to assist in reducing costs for programs.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
From:	Meagan Lowery, Finance and Information Services Director
Date:	November 4, 2024
Proceeding Type:	PRESENTATION/PUBLIC HEARING
Subject:	Ordinance No. 2024-11 Property Tax Levy - 2025

Legislative History:	
• Public Hearing:	November 4, 2024
• Motion:	November 18, 2024

Staff Report Summary

This presentation provides council an opportunity to consider the property tax levy for the city's 2025 budget. The recommended tax increase is 1% percent over the 2024 levy, a $0.02 *decrease* in the levy rate from 2024.

Background

RCW 35A.33.130 requires the legislative body to adopt an ordinance establishing the amount to be raised by property taxes in the 2025 budget. The city can increase its 2024 property tax levy by the lesser of one percent (1%) or the percentage increase in the implicit price deflator on its highest lawful levy since 1985. The implicit price deflator (IPD) as of September 26, 2024 for personal consumption expenditures over the past 12 months is 2.57% percent.

Fiscal and Policy Implications

The city's levy rate will change when the final certified levy is received from the Clark County Assessor. In addition, each owner's increased house value will differ depending on location and assessor's valuation. The City's median assessed value for 2024 property taxes is $443,000, however, we have also included assessed values of $450,000, $500,000 and $600,000 to show the tax value of the City's property tax levy. The estimated property tax levy calculation for the 2025 budget is:

Tax Levy	No Increase	1% Increase
Levy Base (2024)	4,113,268	4,113,268
1% increase	-	41,133
New Construction	157,376	157,376
Other	3,500	3,500
2025 Est Levy Budget	4,274,144	4,315,277
Est City Assessed Value	4,301,099,409	4,301,099,409
Estimated Rate per $1,000	$0.99	$1.00

AV Increase	*House Value*	*Tax @ $0.99*	*Tax @ $1.00*	*Change from 24*	*Change from 24*	*Difference*
2024 base*	**450,000**	**456.86**	**456.86**	**$0.96**	**$0.97**	**$0.01**
0%	450,000	447.18	451.48	(9.68)	(5.37)	4.30
5%	472,500	469.54	474.06	12.68	17.20	4.52
10%	495,000	491.90	496.63	35.04	39.77	4.73
15%	517,500	514.26	519.21	57.40	62.35	4.95
20%	540,000	536.62	541.78	79.76	84.92	5.16
25%	562,500	558.97	564.35	102.12	107.50	5.38

AV Increase	*House Value*	*Tax @ $0.99*	*Tax @ $1.00*	*Change*	*Change*	Difference
2024 base*	**550,000**	**586.29**	**586.29**	**$0.96**	**$0.97**	**$ 0.01**
0%	550,000	546.55	551.81	(39.74)	(34.48)	5.26
5%	577,500	573.88	579.40	(12.41)	(6.89)	5.52
10%	605,000	601.21	606.99	14.91	20.70	5.79
15%	632,500	628.54	634.58	42.24	48.29	6.05
20%	660,000	655.86	662.18	69.57	75.88	6.31
25%	687,500	683.19	689.77	96.90	103.47	6.57

AV Increase	*House Value*	*Tax @ $0.99*	*Tax @ $1.00*	*Change*	*Change*	Difference
2024 base*	**650,000**	**692.89**	**692.89**	**$0.96**	**$0.97**	**$ 0.01**
0%	650,000	645.93	652.14	(46.97)	(40.75)	6.22
5%	682,500	678.22	684.75	(14.67)	(8.14)	6.53
10%	715,000	710.52	717.36	17.63	24.46	6.84
15%	747,500	742.82	749.96	49.92	57.07	7.15
20%	780,000	775.11	782.57	82.22	89.68	7.46
25%	812,500	807.41	815.18	114.51	122.28	7.77

*2024 levy rate $1.02

Goals and Objectives Relevance

Having a sustainable funding source for the general fund assists the City with all of its goals as it gives the funds to carry them out.

Options

Presentation/public hearing only

Staff Recommendation

Staff recommends that council conduct public hearing and accept public comment.

Attachments

A.	Ordinance No. 2024-11 Property Tax Levy

Legal Review

The following document was reviewed by legal:

Type of Document	Title of Document
Ordinance	*Ordinance 2024-11 Levying the Annual Property Tax to Provide Revenue for the City of Battle Ground, Washington, for the Fiscal Year Ending December 31, 2025*

ORDINANCE NO. 2024-11

AN ORDINANCE LEVYING THE ANNUAL PROPERTY TAX TO PROVIDE REVENUE FOR THE CITY OF BATTLE GROUND, WASHINGTON, FOR THE FISCAL YEAR ENDING DECEMBER 31, 2025.

WHEREAS, the City has the need and the authority to levy property taxes to meet its financial requirements; and,

WHEREAS, the City Council of the City of Battle Ground has met and considered its budget for the calendar year 2025; and,

WHEREAS, pursuant to RCW 35A.33.135, the City Council is required to determine and fix by ordinance the amount to be raised by ad valorem taxes, and

WHEREAS, RCW 84.55.120 requires that the increase in the levy over the prior year shall be stated both as to dollars and percentage, and

WHEREAS, the City's actual levy amount from the previous year was $4,113,268; and,

WHEREAS, the City has banked levy capacity of $0, and,

WHEREAS, the population of the City is more than 10,000; and,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATTLE GROUND AS FOLLOWS:

Section 1. The City of Battle Ground resolves that an increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2025 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be $41,133 which is a percentage increase of 1.0% percent. This increase is exclusive of additional revenues resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. SEVERABILITY: In the event that any section, sentence or clause of this Ordinance shall be held unconstitutional or invalid, such action shall not be deemed to affect any other section, sentence or clause of this Ordinance.

Section 3. This ordinance shall take effect and be in force on January 1, 2025, in accordance with law.

ADOPTED AT THE REGULAR SESSION OF CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, THIS 18th DAY OF NOVEMBER 2024.

CITY OF BATTLE GROUND

_____

Troy McCoy, Mayor

Attest:

_____
Elizabeth Halili, City Clerk

Approved as to form:

_____
Kirk Ehlis, City Attorney

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
	Kris Swanson, City Manager
From:	Robert Ferrier, Deputy City Manager
Date:	November 4, 2024
Proceeding Type:	Presentation/Motion
Subject:	2025 Clark County Transportation Alliance Policy Statement

Legislative History:	
• First Presentation	November 4, 2024
•	

Staff Report Summary

Each year the Clark County Transportation Alliance (CCTA) adopts a policy statement regarding regional transportation policies and projects. The City Council is asked to review and endorse the proposed 2025 CCTA Policy Statement.

Background

On behalf of its public, private, and non-profit partners in Southwest Washington, the CCTA has long been an advocate for transportation policies and projects that benefit the region. A strong and united voice increases the likelihood our region will receive funding for critical transportation projects, which keep Southwest Washington's economy productive and moving forward. The CCTA's advocacy effort is memorialized through an annual policy statement that is endorsed by affected partner agencies.

Fiscal and Policy Implications

While the CCTA policy statement is intended to be broad and focus on the larger region, it nevertheless includes several catalytic projects within partner jurisdictions that can help address matters of regional concern, such as traffic congestion and/or traffic/pedestrian safety, as well as improve or enhance multi-modal transportation systems. The 2025 CCTA Policy Statement includes two catalytic projects located in Battle Ground: the Eaton Boulevard Improvement Project and the Downtown Revitalization and Circulation Study.

Options

Option	*Results*
• *Endorse the 2025 CCTA Policy Statement*	If approved, the City of Battle Ground logo will be added as an official endorsement.
• *No Action*	If no action is taken, then the City of Battle Ground will not endorse the 2025 CCTA Policy Statement nor will the City of Battle Ground logo be added as an official endorsement.

Staff Recommendation

Staff recommends the City Council endorse the 2025 CCTA Policy Statement.

Attachments

A.	2025 CCTA Policy Statement

Legal Review

N/A

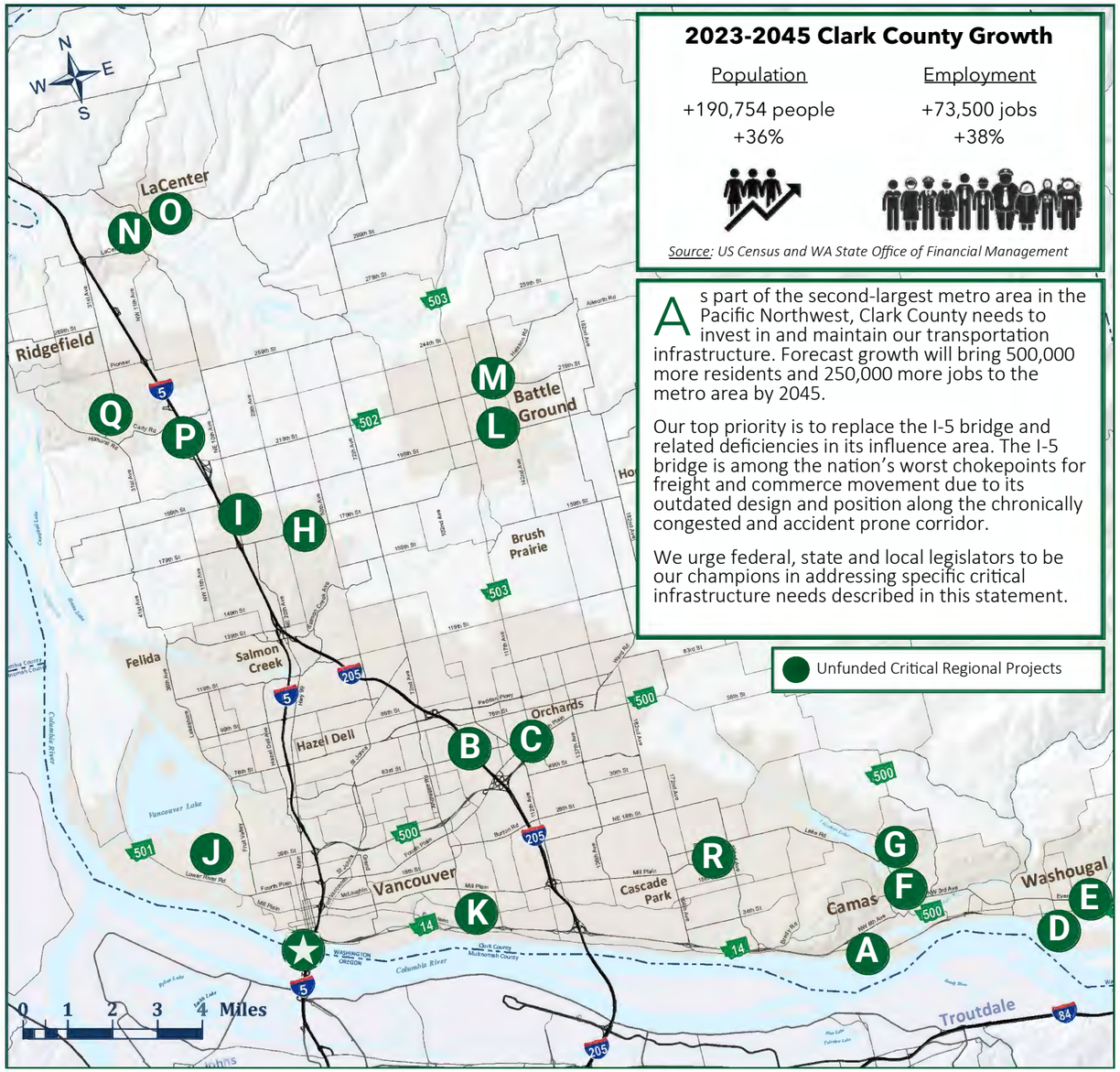
Clark County Transportation Alliance
2025 Policy Statement

[INSERT ENDORSING ORGANIZATION LOGOS HERE]

[INSERT ENDORSING ORGANIZATION NAMES HERE]

For more information, contact admin@iccbusiness.org or call 360.695.4116

Clark County Transportation Alliance
2025 Policy Statement



2023-2045 Clark County Growth

Population	Employment
+190,754 people	+73,500 jobs
+36%	+38%

Source: US Census and WA State Office of Financial Management

As part of the second-largest metro area in the Pacific Northwest, Clark County needs to invest in and maintain our transportation infrastructure. Forecast growth will bring 500,000 more residents and 250,000 more jobs to the metro area by 2045.

Our top priority is to replace the I-5 bridge and related deficiencies in its influence area. The I-5 bridge is among the nation's worst chokepoints for freight and commerce movement due to its outdated design and position along the chronically congested and accident prone corridor.

We urge federal, state and local legislators to be our champions in addressing specific critical infrastructure needs described in this statement.

A CALL TO FURTHER ACTION

I-5 Bridge Replacement and Influence Area Improvements

Challenge: *The I-5 bridge spans are functionally obsolete, seismically vulnerable and require outsized maintenance investments to remain operational. A bi-state approach focused on practical solutions to improve mobility through the I-5 corridor will deliver needed multi-modal infrastructure congruent with the I-5 Corridor Strategic Plan (2002).*

Action #1

Support Timely I-5 Bridge Replacement: We fully support replacement of the I-5 bridges and related corridor improvements:

- Supplemental EIS: support timely completion of studies, reports and permit applications.
- Bi-state legislative consensus: drive toward regional consensus for a long-term multi-modal solution.
- Funding commitments: deliver balanced project funding by providing additional federal grants, commitments from both states and local contributions.



108-year-old I-5 Bridge.

Freight and Commerce Challenge

Washington and Oregon are among the top freight-dependent states in the US. Yet we are hampered by two of the nation's worst freight and commerce chokepoints just six miles apart (ATRI, 2024) requiring bi-state cooperation: **I-5 Bridge across the Columbia River** (#30) and **I-5 at I-84 Rose Quarter** (#28). These are the two worst chokepoints in the Pacific Northwest.

Regional Preservation and Operations Needs

Challenge: *Within Clark County, deferred preservation due to persistent underfunding threatens the state highway system. Nearly 50% of state highways are overdue for major work, including Clark County's rough road section of I-5 south. To begin to catch up statewide: $500-$600M is needed next biennium and $2-$3B over the next 10 years.*

Action #2

Pursue Consistent Funding to Advance State of Good Repair: Make near-term investments to reduce the funding gap for preserving existing assets. Consider new, stable funding models (e.g. road-usage charge) and updates to local options and authorities.

Fund Operations: Dedicate additional maintenance, planning and traffic operations funds for critical urban areas (SR-14, SR-500, I-5 and I-205) to optimize safety and mobility on our existing system.

Target Zero and Safety Program Enhancements

Challenge: *Inaction annually costs Washingtonians $18.1B inclusive of medical care, emergency services, market productivity and related expenses (WSDOT).*

Action #3

We fully support high impact investment of state and federal resources to stem the tide of fatal and serious injury crashes on state and local roadways.

Prioritize grant and program enhancements for:

- Safe Routes to Schools, Complete Streets and Active Transportation programs.
- Public awareness programs deployed by local agencies and the Washington Traffic Safety Commission.
- Expand tools/technologies for traffic enforcement.
- Leverage federal Safe Streets & Roads For All planning and implementation grants.

Facilitating Transportation Mobility, Economic Growth and Equity

We urge legislators to embrace the following priorities where possible:

- Support Lower Columbia River deepwater shipping channel for the next 20-years, through the USACE's channel maintenance plan.
- Fund regionally significant freight mobility improvements for river, road and rail for Ports, as well as track improvements for the county-owned Chelatchie Prairie Railroad.
- Stabilize statewide programs including the Public Works Trust Fund, CERB, FMSIB, TIB and FRAP, and protect Tax Increment Financing (TIF).
- Support broadband infrastructure to disperse economic opportunity.
- Actively embrace smart technologies to support conversion of public and private fleets to alternative fuels.
- Support the evaluation of transportation investments to help ensure equity and climate goals.
- **Place high priority on long-range land-use and strategic transportation corridor planning to serve steadily rising population and commerce forecasts.**



Chronically-congested SR-500/Fourth Plain/SR-503 intersection.

CATALYTIC REGIONAL PROJECTS AND NEEDS

Challenge: *To support community development, population and economic growth, and urban vibrancy, our communities have a growing list of transportation and infrastructure priorities totaling $700M.*

Action #4

Fund Regionally Catalytic Projects to Address Immediate Needs: secure funding for priorities that reduce congestion hotspots, improve safety and deliver multi-modal investments. Each project has been vetted through the regional planning process.



60-year-old West Camas Slough Bridge.

	PROJECT NAME	PROJECT DESCRIPTION	~ COST	LEAD AGENCY
A	SR-14 – West Camas Slough Bridge Improvements	Add multimodal capacity and increase earthquake resilience; cost estimate updated considering site and risk details, market increases and inflation	$125M	WSDOT
B	I-205/SR-500 to Padden Pkwy	Add auxiliary lanes to address congestion hotspot (Note: scoping study underway to update cost estimate)	$50M	WSDOT
C	SR-500/Fourth Plain/ SR-503	Initial intersection improvement to address congestion hot spot	$25M	WSDOT
D	Washougal 32nd St Rail Underpass	Have secured $50M of total need, to eliminate at-grade rail-crossing, improving safety, community connectivity and economic opportunity	$80M	City of Washougal
E	Washougal River Rd Safety Improvements	Install dual roundabouts on Washougal River Road at 18th/O St and Shepherd Rd to improve safety and accommodate future growth	$10M	City of Washougal
F	SR-500/Everett St — Lacamas Lake Bridge	Install new Lacamas Lake Bridge and landings above the floodplain with multimodal capacity	$15M	City of Camas
G	SR-500/Everett St — NE 35th Ave to NE 43rd Ave	Improve SR-500 to multi-modal urban arterial standards supporting new economic development opportunities	$15M	City of Camas
H	179th St from NE 15th Ave to NE 50th Ave	Improve roadway to multi-modal arterial standards supporting expanded capacity and economic development opportunities	$76.6M	Clark County
I	NE 15th Ave from 179th St to NE 10th Ave	Add arterial connection to increase capacity in conjunction with 179th/I-5 interchange upgrade	$21.8M	Clark County
J	Fruit Valley Freight Access and Safety Improvements	Planning, engineering, environmental review and construction for new north-south freight arterial	$130M	City of Vancouver
K	MacArthur between N Blandford and S Lieser	Corridor improvements including multi-modal paths, roundabouts at key intersections and traffic safety enhancements	$50M	City of Vancouver
L	Eaton Blvd from SW 20th Ave to SR-503	Improve roadway to urban arterial standards and improve traffic safety	$11M	City of Battle Ground
M	Downtown Revitalization and Circulation Study	Design for the downtown circulation and revitalization plan including focus on alternative transportation options	$0.5M	City of Battle Ground
N	4th St Widening/Brezee Creek Culvert	Complete street makeover with fish bearing culvert replacement for improved environmental outcomes	$13.5M	City of La Center
O	Pacific Hwy Shared Use Path	Complete pathway connection between downtown and northeast communities	$3.5M	City of La Center
P	Ridgefield/I-5 S Connector/ I-5 to Hillhurst Rd	Add western ramp access at I-5 and arterial street extension to Hillhurst Rd	$40M	City of Ridgefield
Q	Royle Road — South Phase; S 19th St to Hillhurst Rd	Improve roadway, multimodal improvements, remove fish barrier, resiliency for water and sewer extensions	$20M	City of Ridgefield
R	Public Transit	Help fund construction of C-TRAN's extension of the Fourth Plain BRT line that will interconnect with Mill Plain BRT line	$10M	C-TRAN

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	November 4, 2024
Proceeding Type:	Presentation
Subject:	Facilities Capital Plan Update

Legislative History:	
• First Presentation:	November 4, 2024

Staff Report Summary

Public Works staff will present an update to the Facilities Capital Plan.

Background

The City's current Facilities Capital Plan was adopted in 2018. Since it has been so long since it was last updated, City staff did a full analysis of all current buildings, which is what is presented in the updated plan.

Goals and Objectives Relevance

Approving this plan would achieve the City Council's goal to improve and maintain infrastructure systems by providing a funding source for facilities improvements.

Fiscal and Policy Implications

N/A

Options

N/A

Staff Recommendation

This presentation is intended to inform the City Council about the Facilities Capital Plan Update. Staff's recommendation would be to have City Council set a public hearing for the December 2nd City Council meeting, in order to receive input from the citizens of Battle Ground.

Attachments

A.	Plan

Legal Review

N/A

2025-2045 FACILITIES CAPITAL PLAN AND BUILDING CONDITION ASSESSMENT

City of Battle Ground

Public Works Department

July 2024

Version 1

Introduction

The City of Battle Ground is located approximately 25 miles northeast of Portland, Oregon and 161 miles south of Seattle, Washington. Battle Ground is near the geographical center of Clark County and, according to the United States Census Bureau, the city has a total area of 8.68 square miles.

In the summer of 1951, the Town of Battle Ground was officially established and recognized by the State of Washington and had a population of 742. Battle Ground became a Code City in the fall of 1975 with a population of 3,720. Since then, the city has experienced significant growth with a current population of 22,758 based on projections from the last official US Census in 2020.

The city has evolved and grown over time to meet the changing needs and desires of the community and it is the intention of this document to provide a strategic plan that will maintain existing facility investments and meet future growth needs by identifying when existing building elements need to be replaced and where expansions need to occur that align with the organization's long-term goals and the needs of the community. This ensures efficient resource use and supports sustainable facility planning.

While there are numerous structures throughout the city specific to utility operations and park recreation, this plan covers 13 buildings that either are occupied by staff or house essential equipment for city operations, with over 84,000 square feet of space and a current insured value of over $27.5 million. These buildings include City Hall, Police Station, Community Center, Senior Center, and multiple structures at the Operations Center.



Facility Condition Assessment

In preparation for this plan, a facility condition assessment was performed at each of these locations. Results for each building element are documented in Appendix “A”. Photos taken during the assessment can be found in Appendix “B”. The 20 Year Capital Plan Outlay charts can be found in Appendix “C”. Data for the assessment was captured in the following areas:

- Category
- Location/Name
- Element Description
- Commentary
- Overall Condition
- Action Year
- Repeat Interval
- Data Source

Life cycle repeat intervals were assigned to each building element that are generally recognized as industry standards. Action years were determined by known service periods of each building element. Most action years were based on the year a facility was constructed as the starting point the element was put into service. If a building element was known to have been replaced, the service period for that element was adjusted accordingly. Building elements were assessed and given a color code (see below) indicating the remaining service life for each respective element.



= No action; element in good condition



= Action pending; prepare for replacement



= End of life cycle; replace.

Results from the assessments were reviewed and an overall rating was assigned to each building.

Year Built	Description	Address	Square Feet	Condition
2001	City Hall	109 SW 1st Street	31,110	4
2007	Police Station	507 SW 1st Street	18,277	4
2008	Community Center	912 E Main Street	11,600	3
1973	Senior Center	116 NE 3rd Avenue	2,400	3
2008	Fleet/Facilities Bldg	1308 SE Grace Avenue	2,350	4
2005	Operations Center Bldg	1308 SE Grace Avenue	2,600	4
1976	Old Operations Center Bldg	1308 SE Grace Avenue	1,170	2
1982	Drainage/Streets/Parks Bldg	1308 SE Grace Avenue	4,800	1
1976	Water/Sewer Bldg	1308 SE Grace Avenue	2,448	1
2005	Brine/Mower Bldg	1308 SE Grace Avenue	1,500	4
2021	Sweeper/Vactor Bldg	1308 SE Grace Avenue	2,585	5
2012	Drainage/Streets Covered Vehicle & Equipment Bldgs (2)	1308 SE Grace Avenue	1,400	5
2001	Police Department Evidence Storage Building	1308 SE Grace Avenue	2,100	4

5 - Excellent
4 - Good
3 - Fair
2 - Poor
1 - Critical

City Hall



Description:

The City Hall Building was constructed in 2001 and purchased by the City of Battle Ground in 2004. It operates as the civic center for the City of Battle Ground and houses various city departments including Executive, Finance, Court Services, Engineering, Community Development, and Information Technology. The building also includes several suites that are leased to various private tenants. The building is 31,110 square feet and consists of a two-story steel-framed structure constructed over a concrete slab-on-grade, with brick masonry cladding and commercial storefront system for windows and doors. The building's roof is clad with a mechanically fastened thermoplastic membrane with sheet metal capping the parapet walls.

Overall condition of building:

- Good

Recent accomplishments/queued projects:

- Roof replacement
- HVAC replacement and automated controls added

- New flooring (carpet, sheet goods, base)
- New paint
- Parking lot slurry-sealed
- Landscaping refresh

Findings:

- Appliances should be replaced in 2nd floor employee break room
- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Ductless mini split should be replaced in IT server room
- Water heater supporting 2nd floor employee break area should be replaced
- Elevator should be evaluated for modernization
- Property fencing needs to be further evaluated for repairs or replacement
- Access Control System should be replaced due to existing system discontinuation
- Findings from City's ADA Transition Plan should be addressed

Space considerations:

Leases with existing tenants should be managed to accommodate future staff growth. There is ample room in the facility to accommodate growth in staffing numbers for several years to come.

Police Station



Description

The Police Station Building is 18,277 square feet and serves to accommodate command staff, support staff, and officers. The interior of the building includes office space, a large space suitable to support an Emergency Operations Center or to accommodate large inter-agency meetings, locker rooms, an evidence room, holding cells, and interview rooms. Constructed in 2007, the building is a two-story steel-framed structure constructed over a concrete slab-on-grade with split face CMU block and EIFS for exterior wall cladding, and a commercial store front system for windows and doors. The building's roof is clad with a mechanically fastened thermoplastic membrane with sheet metal capping the parapet walls.

Overall condition of building:

- Good

Recent accomplishments/queued projects:

- Roof replacement
- HVAC replacement and automated controls added
- Carpet replacement in records area

- Parking lot slurry-sealed

Findings

- Appliances should be replaced in 2nd floor employee break room
- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Elevator should be evaluated for modernization
- Carpet should be replaced in remaining areas
- Sheet goods should be replaced
- Prepare for generator replacement in 2030
- Prepare for Fire Alarm Control Panel replacement in 2030
- Access Control System should be replaced due to existing system discontinuation
- Findings from City's ADA Transition Plan should be addressed

Space considerations:

Space constraints were observed in the Evidence Room & men's locker room. Recommend undergoing an architectural programming analysis to evaluate and predict the future space needs of the department.

Community Center



Description:

The Community Center Building is 11,600 sq/ft and serves as a public center where community members gather for group activities and social support. Seasonal activities, sports and fitness programs, day camps for children, and the Summer Playground Program are managed from within the space. There are several amenities available for rental including the Lewis River Room, Moulton Falls Multi-Purpose Room, and Woodin Creek Meeting Room. There is also a covered outdoor patio and an ample commercial kitchen available for events. The building itself was built in 2008 and is a single-story, wood-framed structure constructed over a concrete slab-on-grade. The exterior walls are clad with engineered wood and precast stone, a commercial storefront system is used for windows and doors, and the roof is constructed of exposed glue-laminated timber and is clad with a combination of standing seam metal roofing and a mechanically fastened thermoplastic membrane. In areas of the roof where thermoplastic membrane is used, sheet metal caps the parapet walls.

Overall condition of building:

- Fair

Recent accomplishments/queued projects:

- Carpet replaced in reception area
- Counter tops and cabinets replaced in reception area
- HVAC and controls design work
- Parking lot slurry-seal

Findings:

- Stain exposed glue laminated timber, soffit, and facia
- Prepare for commercial kitchen equipment replacement in 2028
- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Consider effectiveness of existing lighting controls system during LED conversion
- Convert existing stand-alone HVAC controls to automated controls system
- Replace all rooftop HVAC units and building exhaust equipment
- Evaluate unit heater in Fire Alarm Control Panel room for replacement in 2028
- Replace both water heaters
- Evaluate room divider in Woodin Creek Meeting Room for replacement in 2028
- Prepare for sheet goods to be replaced in 2028
- TPO membrane needs to be replaced
- Repair existing courtyard fence and gates
- Prepare for fireplace replacement in 2028
- Access Control System should be replaced due to existing system discontinuation
- Findings from City's ADA Transition Plan should be addressed

Space considerations:

The facility is right sized for the current program. If additional elements are added to the program, a space needs assessment may be necessary.

Senior Center



Description:

The Senior Center is a 2,400 sq/ft single-story building constructed in 1973 with a refresh of some finishes and electrical/mechanical upgrades performed in 2005. Like the Community Center, the facility serves as a public center where community members gather for group activities and social support. The facility has one large room and a small kitchen that can be rented for small gatherings, parties, meetings, arts and crafts or card and game activities. The building is a wood-framed structure constructed over slab-on-grade. Exterior walls are constructed with CMU block and there is wood siding on the gable ends of the roof structure. The steel doors and extruded aluminum frame windows are set within openings of the CMU wall. The roof system is composed of manually fastened architectural composition shingles.

Overall condition of building:

- Fair

Recent accomplishments/queued projects:

- Parking lot slurry-sealed

- Design for modest remodel that includes architectural enhancements, replacing roof and adding flashing, gable siding, HVAC replacement, water heater, kitchen appliances, grease trap.

Findings:

- All kitchen appliances should be replaced
- All fluorescent fixtures should be converted to LED (House Bill 1185)
- 1976 electrical panel and associated wiring needs to be evaluated
- Building exhaust equipment need to be replaced
- HVAC equipment need to be replaced
- Convert existing stand-alone HVAC controls to automated controls system
- Water heater needs to be replaced
- Restroom faucets, water closet and urinal flush valves need to be evaluated for replacement
- Sheet goods and carpet need to be replaced
- Windows need to be evaluated for replacement
- Roofing needs to be replaced
- Gable siding needs to be replaced at roofline due to rot
- Sidewalks need to be evaluated for replacement
- Chain link fencing to be replaced
- Findings from City's ADA Transition Plan should be addressed

Space considerations:

The facility is right sized for the current program. If additional elements are added to the program, a space needs assessment may be necessary

Operations Center



The Public Works Operations Center consists of 8 support facilities that are included in this plan. A building condition assessment was conducted at the following structures:

- Fleet/Facilities Building (commonly known as the Flex Building)
- Operations Center Building
- Old Operations Center Building
- Drainage/Streets/Parks Building
- Water/Sewer Building
- Brine/Mower Building
- Sweeper/Vactor Building
- Drainage/Streets Covered Vehicle & Equipment Building
- Police Department Evidence Building

Additionally, there are four sewer specific structures and one decant facility shared by the Sewer and Drainage programs. These structures may be included in a future assessment that is more utility program specific.

Fleet/Facilities Building



Description:

The Fleet/Facilities Building is a 2,350 sq/ft structure built in 2008 intended to house the community float entry for the Portland Rose Festival as well as be available to rent for small community gatherings. In the early 2020's, the Fleet and Facilities programs moved into the space and utilize it for fleet vehicle and small engine equipment repairs, locksmithing, storage, and other program-specific activities. It is a single-story wood framed structure constructed over concrete slab-on-grade. The exterior walls are clad with cementitious lap siding with vinyl windows. The roofing system is composed of manually fastened architectural composition shingles.

Overall condition of building:

- Good

Recent accomplishments/queued projects:

- Exterior painting
- Parking lot slurry-sealed
- Operations Center – Expansion Phase 1

Findings:

- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Preparations should be made to replace unit heaters and exhaust fans in 2029

Space considerations:

This building is included in Operations Center – Expansion Phase 1 effort and is being considered to house the Work Crew when a new Fleet Facilities Building is constructed.

Operations Center Building



Description:

The Operations Center Building was built in 2005 and is a 2,600 sq/ft single-story wood frame structure constructed over a concrete slab-on-grade foundation. The walls are clad with cementitious lap siding and precast split block. Steel doors are set within the wood framing as are the vinyl windows. The roofing system is composed of manually fastened architectural composition shingles. Public Works operations management and administrative staff occupy the facility. There is a small break room and a mid-sized conference room available for staff meetings.

Overall condition of building:

- Good

Recent accomplishments/queued projects:

- Exterior painting
- Parking lot slurry-sealed
- Operations Center – Expansion Phase 1

Findings:

- Preparations should be made to replace break room appliances in 2025
- Preparations should be made to replace security system control panel in 2030
- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Convert existing stand-alone HVAC controls to automated controls system
- Packaged HVAC unit should be replaced
- Restroom faucets, water closet and urinal flush valves need to be evaluated for replacement
- Carpet should be replaced
- Break room appliances should be replaced
- Access Control System should be replaced due to existing system discontinuation
- Findings from City's ADA Transition Plan should be addressed

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort. It is recommended to defer action on identified findings until a timeline for further phases is developed.

Old Operations Center Building



Description:

The Old Operations Center was built in 1976 and is a 1,170 sq/ft single-story wood-framed structure constructed over a concrete slab-on-grade foundation. The exterior walls are clad with rabbeted cedar siding, the exterior doors are solid wood and set within the wood framing as are the vinyl windows. The roofing system is manually fastened architectural composition shingles. The building was originally intended for sewer treatment control activities. There are two offices, a break room, a locker room, and a laundry/shower room. The building is not in compliance with the American Disabilities Act.

Overall condition of the building:

- Poor

Recent accomplishments/queued projects:

- Operations Center – Expansion Phase 1

Findings:

- Preparations should be made to replace the break room appliances in 2029
- Preparations should be made to replace security system hardware in 2030
- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Convert existing stand-alone HVAC controls to automated controls system
- Suspended unit heater needs to be replaced
- Electrical distribution system and wiring needs to be evaluated for replacement
- Exhaust system equipment needs to be replaced
- Restroom faucets, water closet and urinal flush valves need to be replaced
- Asbestos floor tile and associated mastic needs to be abated and replaced
- Sheet goods and associated mastic needs to be tested for asbestos, abatement is likely necessary
- Roofing system needs to be replaced
- Exterior and interior needs to be painted
- Parking area and drive aisle need to be paved due to missing asphalt, potholes, and “alligatoring”
- Sidewalk approach is deteriorating and needs to be replaced

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort. It is recommended to defer action on identified findings until a timeline for further phases is developed.

Drainage/Streets/Parks Building



Description:

The Drainage/Streets/Parks Building was built in 1982 and is a 4,800 sq/ft single-story wood-framed pole barn structure over a concrete slab-on-grade foundation. The exterior walls are clad with manually fastened corrugated metal panels as is the roof system. There are 5 metal overhead doors to provide access for employees and vehicles. The building serves as vehicle and equipment storage for the Drainage, Streets, and Parks programs. There is a small loft on the south side of the building with two separate areas below that act as an office and equipment/consumables storage.

Overall condition of the building:

- Critical

Recent accomplishments/queued projects:

- Operations Center – Expansion Phase 1

Findings:

- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Unit heater in Drainage Bay needs to be replaced

- Exhaust fan in Drainage Bay needs to be replaced
- Downspouts need to be directed to stormwater containment facility
- Blanket insulation and sheetrock ceiling need to be abated and replaced due to visible mold and stains
- Roofing system has failed, needs to be replaced
- Building superstructure needs to be inspected for structural integrity, rot, and termites
- Rotten wood and evidence of termites found in south wall
- Asphalt and adjacent drive aisle need to be repaved due to potholes and “alligatoring”

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort. It is recommended to defer action on identified findings until a timeline for further phases is developed.

Water/Sewer Building



Description:

The Water/Sewer Building was built in 1976 and is a 2,448 sq/ft single-story wood-framed pole barn structure over a concrete slab-on-grade foundation. The exterior walls are clad with manually fastened corrugated metal panels as is the roof system. There are 6 metal overhead doors to provide access for employees and vehicles. The building serves as vehicle and equipment storage for the Water and Sewer Programs. There is a small, enclosed space on the northeast corner of the building that holds abandoned equipment used in former sewage treatment operations.

Overall condition of the building:

- Critical

Recent accomplishments/queued projects:

- Operations Center – Expansion Phase 1

Findings:

- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Downspouts need to be directed to stormwater containment facility

- Stab-Lok electrical panel needs to be replaced
- Blanket insulation needs to be abated and replaced due to visible mold and water damage
- Sheet rock on walls needs to be abated and replaced due to visible mold and water damage
- Roofing system has failed, needs to be replaced
- Rotten headers found at overhead doors
- Building superstructure needs to be inspected for structural integrity, rot, and termites
- Asphalt and adjacent drive aisle need to be repaved due to potholes and “alligatoring”

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort. It is recommended to defer action on identified findings until a timeline for further phases is developed.

Brine/Mower Building



Description:

The Brine/Mower Building was built in 2005 and is an approximately 1,500 sq/ft wood-framed pole barn structure built over a concrete slab-on-grade foundation. The exterior walls are clad with manually fastened corrugated metal panels as is the roof system. The northern façade of the structure is exposed and allows access for employees and vehicles. The building serves as mower storage for the Park program and brine manufacturing and storage for the Streets program. There is a small, enclosed space on the southeastern corner of the building used for small equipment and consumable storage.

Overall condition of the building:

- Good

Recent accomplishments/queued projects:

- Operations Center – Expansion Phase 1

Findings:

- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Failed downspout on SW corner of building needs to be repaired

- Asphalt and adjacent drive aisle need to be repaved due to potholes and “alligatoring”

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort. It is recommended to defer action on identified findings until a timeline for further phases is developed.

Sweeper/Vactor Building



Description:

The Sweeper/Vactor Building was built in 2021 and is a 2,585 sq/ft wood-framed pole barn structure built on a concrete slab-on-grade foundation. The exterior walls are clad with manually fastened corrugated metal panels as is the roof system. There are 5 vehicle bays with insulated metal overhead doors. The building serves as vehicle storage for the Drainage and

Sewer programs. In the summertime, the building is used as a break area for seasonal employees.

Overall condition of the building:

- Excellent

Recent accomplishments/queued projects:

- Recently constructed (2021)
- Operations Center – Expansion Phase 1

Findings:

- None

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort.

Drainage/Streets Covered Vehicle & Equipment Buildings



Description:

The Drainage/Streets Vehicle & Equipment Buildings are two nearly identical 1,440 sq/ft wood-framed pole barn structures. The first was built in 2012 and the second shortly after in 2014. The gable ends are clad with manually fastened corrugated metal panels as is the roof system. The buildings serve as vehicle and equipment storage for the Streets and Drainage programs.

Overall condition of the building:

- Excellent

Recent accomplishments/queued projects:

- Recently constructed (2021)
- Operations Center – Expansion Phase 1

Findings:

- None

Space considerations:

These buildings are included in the Operations Center – Expansion Phase 1 effort.

Police Department Evidence Storage Building



Description:

The Police Department Evidence Storage Building is an approximately 2,100 sq/ft wood framed pole barn constructed over a concrete slab-on-grade. The exterior walls and roof system are clad with manually fastened corrugated metal panels. The structure was originally built to store small equipment and tools used in daily Public Works operations. At some point, the building was turned over to the Police Department to use for evidence that could not be accommodated for at the Police Station.

Overall condition of the building:

- Good

Recent accomplishments/queued projects:

- Operations Center – Expansion Phase 1

Findings:

- All fluorescent fixtures should be converted to LED (House Bill 1185)
- Electric unit heaters need to be replaced
- Roof drainage system is absent

- Evidence of bird roosting inside small equipment storage room
- Roof leak observed at NE corner of the building

Space considerations:

This building is included in the Operations Center – Expansion Phase 1 effort.

Operations Center – Expansion Phase 1



Space constraints have already been identified by staff at the Operations Center and have engaged in a programming effort with TCF Architecture. An architectural programming effort is a critical phase in the architectural design process where the requirements and constraints are identified and documented. This phase involves several key activities:

- **Client Consultation -** Engaging with the client to understand their needs, goals, and expectations.
- **Site Analysis -** Evaluating the site where the project will be located to understand its conditions, constraints, and opportunities.
- **Space Requirements -** Defining the types and sizes of spaces needed, their function, and how they will relate to one another.
- **Budget and Schedule -** Establishing a preliminary budget and timeline for the project
- **Codes and Regulations -** Identifying relevant building codes, zoning, and other requirements that must be met.
- **Feasibility -** Assessing the practicality of the project in terms of design, budget, and schedule.
- **Preliminary Design Concepts** - Developing initial design ideas based on the gathered information.

The result of this effort is a comprehensive program that serves as a guideline for the design team, ensuring that the final design meets the client's needs and adheres to all constraints.

The effort is nearly complete with budget and schedule development still needing to occur. A final draft of the program can be found in Appendix “C”.

Conclusion

The City of Battle Ground has effectively maintained their buildings with minimal deferred maintenance found during the building condition assessment. This is often not the case for a government agency as budget constraints and competing priorities often lead to postponing necessary building upkeep. This can result in accumulating maintenance backlogs and increased costs over time, which makes Battle Ground’s scenario rare.

The city should continue to review building elements within the respective assessments, revise annually moving forward, and budget accordingly. Good facility stewardship and management requires strategic plans to ensure buildings are appropriately funded, managed, and maintained. Proactive maintenance techniques, such as preventative and predictive maintenance have been proven as cost-effective strategies for increasing asset life cycle and reducing unplanned downtime.

An architectural programming effort should be pursued for the City of Battle Ground Police Department as there are areas within the facility that are currently space constrained. It is critical the facility function optimally for the services provided to the community and having a documented plan to meet predicted growth needs of the department is essential for data-driven decision making in future planning exercises.

It is expected that the deficiencies found at the Senior Center will be addressed during the upcoming remodel project and will improve the overall rating for the facility. A budgetary strategy should be developed for the Community Center to fund several building element replacements that are reaching the end of their life cycle.

Continued efforts for expansion should be made at the Operations Center to meet 20 year projections. Expansion plans are critical for a facility experiencing growth in staff and equipment for several reasons:

- **Space Management –** As the number of staff and equipment increases, the existing space becomes insufficient. Expansion plans ensure that there is adequate space for new employees and equipment, preventing overcrowding and maintaining a safe and comfortable working environment
- **Operational Efficiency –** Properly planned expansions can help streamline operations by providing additional space for new processes reducing bottlenecks and improving workflow. This can lead to increased productivity and efficiency.
- **Safety and Compliance –** More staff and equipment can strain existing conditions, potentially leading to safety hazards or compliance issues with regulations. Expansion plans can address these concerns by ensuring the facility meets all necessary safety and regulatory standards.
- **Scalability –** Expansion plans allow a facility to scale operations in a controlled manner, preparing for future growth. This includes planning for additional office space, production areas, storage, or specialized facility needs.

- **Employee Morale and Retention –** Adequate space and facilities contribute to a positive work environment, which can improve employee morale and retention. Overcrowded or poorly planned spaces can lead to dissatisfaction and higher turnover rates.
- **Technological Integration –** New equipment often comes with new technological requirements. Expansion plans can include updates to the facility's infrastructure, such as electrical, HVAC, and IT systems, ensuring that new equipment can be integrated seamlessly.
- **Client and Stakeholder Confidence –** Demonstrating a proactive approach to growth through well-planned expansions can enhance the confidence of stakeholders in the organizations ability to identify and appropriately address demands and constraints while continuing to provide high level services to the community.

Appendix "A" - Facility Condition Assessment

Category	Location/Name	Element Description	Commentary	Overall Condition	ActionCost - RSMeans	Action Year	Repeat Interval*	Data Source	Built in 2001
D3056 - Unit Air Conditioner		Mitsubishi Mr Slim	Photo		$ 4,725.00	2002	15	2024 Audit	
E1010 - Commercial Equipment		Residential stove/oven (whirlpool)	2005 (assume)		$ 1,423.00	2015	10	2024 Audit	
E1010 - Commercial Equipment		Microwave (ge)	2005 (assume)			2015	10	2024 Audit	
E1010 - Commercial Equipment	upstairs	refrigerator	2005 (assume)		$ 1,117.00	2015	10	2024 Audit	
E1010 - Commercial Equipment	downstairs	refrigerator (whirlpool)	2005 (assume)		$ 1,117.00	2015	10	2024 Audit	
D2095 - Domestic Water Heaters		AO Smith 2002	Photo		$ 6,211.00	2017	15	2024 Audit	
D5091 - Exit & Emergency Light Systems		fluorescent illuminated exit signs	House Bill 1185		$ 120,053.00	2022	20	2024 Audit	
D5022 - Lighting Equipment		2 x 4 fluorescent troffers	House Bill 1185			2022	20	2024 Audit	
D5022 - Lighting Equipment		recessed cans	House Bill 1185			2022	20	2024 Audit	
D5022 - Lighting Equipment		wall sconces	House Bill 1185			2022	20	2024 Audit	
D5022 - Lighting Equipment		Misc. fixtures	House Bill 1185			2022	20	2024 Audit	
D3053 - Unit Heaters	Main Entrance Vestibule/east entrance	wall unit heater			$ 2,600.00	2022	20	2024 Audit	
D2010 - Plumbing Fixtures	restrooms	Chromed fixtures			$ 22,600.00	2022	20	2024 Audit	
D2010 - Plumbing Fixtures	kitchen	stainless fixture				2022	20	2024 Audit	
D1010 - Elevators & Lifts		ThyssenKrupp	Need evaluation for modernization		$ 20,000.00	2022	20	2024 Audit	
C1010 - Partitions		toilet partitions			$ 12,797.00	2026	25	2024 Audit	
Access Control System					$ 9,000.00	2026	20	2024 Audit	
C3030 - Ceiling Finishes		2 x 4 cellulose tile				2027	25	2024 Audit	
Fencing		chainlink			$ 45,774.00	2027	25	2024 Audit	
D5038 - Security Systems		Sonitrol			$ 3,821.00	2030	25	2024 Audit	
D5037 - Fire Alarm System		Honeywell			$ 6,286.00	2030	25	2024 Audit	
E1010 - Commercial Equipment		dishwasher (bosch 2021)			$ 2,427.00	2031	10	2024 Audit	
D4020 - Standpipes		2002				2032	30	2024 Audit	
D4010 - Sprinklers		2002				2032	30	2024 Audit	
D3041 - Air Distribution Systems		flex duct				2032	30	2024 Audit	
D2040 - Rain Water Drainage			internal			2032	30	2024 Audit	
D2010 - Plumbing Fixtures	restrooms	porcelin fixtures w/sloan valves				2032	30	2024 Audit	
D2010 - Plumbing Fixtures	kitchen	stainless sink				2032	30	2024 Audit	
C1020 - Fittings		cabs				2032	30	2024 Audit	
B2030 - Exterior Doors		Storefront			$ 22,025.00	2032	30	2024 Audit	
B2020 - Exterior Windows		Storefront				2032	30	2024 Audit	
Parking Lot		asphalt			$ 19,545.00	2032	30	2024 Audit	
C3030 - Ceiling Finishes						2034	10	2024 Audit	
C3020 - Floor Finishes		carpet	new 2024		$ 185,100.00	2034	10	2024 Audit	
C3020 - Floor Finishes		sheet goods			$ 3,636.00	2034	20	2024 Audit	
C3020 - Floor Finishes	Mein entry/east entrance	walkoff mat	new 2024			2034	10	2024 Audit	
D2095 - Domestic Water Heaters		Bradford White 2020	Photo		$ 6,211.00	2035	15	2024 Audit	
D3012 - Gas Supply System						2037	35	2024 Audit	
D3060 - Controls And Instrumentation		Schneider	Photo			2038	15	2024 Audit	
D3045 - Exhaust Ventilation Systems	roof	Belt Driven unit (2023 assume)				2038	15	2024 Audit	
D3034-D - VAV Terminal Units		multiple (2023)				2038	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Trane RTU1 2023	Photo		$ 253,546.00	2038	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Trane RTU2 2023	Photo			2038	15	2024 Audit	
D3035 - Dedicated Outside Air System		2023				2038	15	2024 Audit	
Sidewalk		concrete				2042	40	2024 Audit	
B30 - Roofing		TPO (2022)			$ 159,654.00	2043	20	2024 Audit	
C3020 - Floor Finishes		sheet goods	new 2024			2044	20	2024 Audit	
C1010 - Partitions		systems furniture	new 2024		$ 110,000.00	2044	20	2024 Audit	
D5092 - Emergency Power & Generation Systems		Kohler (2020)				2045	25	2024 Audit	
D5021 - Branch Wiring		Copper				2052	50	2024 Audit	
D5010 - Electrical Service And Distribution		Eaton Cutler Hammer	Photo			2052	50	2024 Audit	
D2020 - Domestic Water Distribution		Copper				2052	50	2024 Audit	
C3030 - Ceiling Finishes		sheetrock				2052	50	2024 Audit	
C3020 - Floor Finishes	Main entry/east entrance	tile				2052	50	2024 Audit	
C3010 - Wall Finishes		sheet rock				2052	50	2024 Audit	
C20 - Stairs	lobby/east					2052	50	2024 Audit	
B2010 - Exterior Walls		Brick				2052	50	2024 Audit	
D2030 - Sanitary Waste		ABS (assume)				2062	60	2024 Audit	
C1030 - Interior Doors		solid wood core/wood veneer				2062	60	2024 Audit	
B10 - Superstructure		steel column/wood frame				2077	75	2024 Audit	
A10 - Foundations		slab on grade				2077	75	2024 Audit	
E1026 - Detention Equipment									
D5098 - Snow Melting & Heat Tracing Systems									
D5032 - Intercommunications And Paging									
D4030 - Fire Protection Specialties									
B2040 - Industrial Doors									
Gates									

*Assumes preventative maintenance has occurred on element

	Total	$ 1,019,668.00
	Add 3% each year for inflation	

No action; element in good condition
Action pending; prepare for replacement
End of life cycle; replace

City of Battle Ground - City Hall

Category	Location/Name	Element Description	Commentary	Overall Condition	ActionCost - RSMeans	Action Year	Repeat Interval*	Data Source	Built in 2005
E1010 - Commercial Equipment	Kitchen	GE Profile dishwasher	Photo		$2,395.00	2015	10	2024 Audit	
E1010 - Commercial Equipment	Kitchen	GE Profile refrigerator	Photo		$1,110.00	2015	10	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Microwave	Photo		$367.00	2015	10	2024 Audit	
E1010 - Commercial Equipment	Evidence	Whirlpool refrigerator	Photo		$1,110.00	2015	10	2024 Audit	
E1010 - Commercial Equipment	Evidence	Kenmore refrigerator	Photo		$1,110.00	2015	10	2024 Audit	
C3020 - Floor Finishes		carpet			$50,796.00	2015	10	2024 Audit	
D5091 - Exit & Emergency Light Systems		Illuminated fluorescent	House Bill 1185		$61,524.00	2025	20	2024 Audit	
D5022 - Lighting Equipment	Throughout	2 x 4 3-lamp fluorescent troffers	House Bill 1185			2025	20	2024 Audit	
D5022 - Lighting Equipment	Briefing	single 4' lamp fluorescent decorative	House Bill 1185			2025	20	2024 Audit	
D5022 - Lighting Equipment	sporadic	double/single 4' lamp fluorescent surface	House Bill 1185			2025	20	2024 Audit	
D1010 - Elevators & Lifts		Schindler	Need evaluation for modernization every 20 years		$20,000.00	2025	20	2024 Audit	
C3020 - Floor Finishes		Sheet goods			$14,706.00	2025	20	2024 Audit	
C1020 - Fittings		Mats	Photo		$7,534.00	2025	20	2024 Audit	
C1010 - Partitions		Office partitions			$82,500.00	2025	20	2024 Audit	
Access Control					$22,000.00	2026	20	2024 Audit	
C1010 - Partitions		toilet partitions			$2,709.00	2030	25	2024 Audit	
D5092 - Emergency Power & Generation Systems		Kohler 125	Photo		$90,000.00	2030	25	2024 Audit	
D5037 - Fire Alarm System		FireWarden - 100	Photo		$6,200.00	2030	25	2024 Audit	
C3030 - Ceiling Finishes		2 X 4 cellulose ceiling tiles				2030	25	2024 Audit	
Fencing		Chain link				2030	25	2024 Audit	
E1026 - Detention Equipment	Holding Cells	ADA Stainless toilet/sink				2035	30	2024 Audit	
E1026 - Detention Equipment	Holding Cells	Stainless toilet/sink				2035	30	2024 Audit	
E1026 - Detention Equipment	Chain of custody lockers for evidence	Speacilty painted metal lockers	Photo			2035	30	2024 Audit	
D4020 - Standpipes	Fire Riser Room		Photo			2035	30	2024 Audit	
D4010 - Sprinklers						2035	30	2024 Audit	
D3041 - Air Distribution Systems		Flex/ metal spiral (assume)				2035	30	2024 Audit	
D2040 - Rain Water Drainage		internal roof drains				2035	30	2024 Audit	
D2010 - Plumbing Fixtures		chromed fixtures			$12,240.00	2035	30	2024 Audit	
D2010 - Plumbing Fixtures		porcelin sinks/wc's/urinals				2035	30	2024 Audit	
D2010 - Plumbing Fixtures		flush valves				2035	30	2024 Audit	
C1020 - Fittings		Lockers	Photo			2035	30	2024 Audit	
C1020 - Fittings		Rolling Files	Photo		$74,800.00	2035	30	2024 Audit	
B2040 - Industrial Doors		Metal roll-up w/operator	Photo		$2,600.00	2035	15	2024 Audit	
B2030 - Exterior Doors		Storefront			$21,425.00	2035	30	2024 Audit	
B2020 - Exterior Windows		Storefront				2035	30	2024 Audit	
Parking Lots		Asphalt recently slurry-sealed			$21,045.00	2035	30	2024 Audit	
D2095 - Domestic Water Heaters		Bradford White	Replaced August 2022		$11,275.00	2037	15	2024 Audit	
D3060 - Controls And Instrumentation			Replaced Summer 2024		$417,400.00	2039	15	2024 Audit	
D3056 - Unit Air Conditioner	MiniSplits in Elev. Rm. And Tele/Data RM	Total of 2	Replaced Summer 2024		$9,610.00	2039	15	2024 Audit	
D3045 - Exhaust Ventilation Systems	Entire Building		Replaced Summer 2024		$50,490.00	2039	15	2024 Audit	
D3034 - Packaged Air Conditioning Units			Replaced Summer 2024			2039	15	2024 Audit	
D3034 - Packaged Air Conditioning Units			Replaced Summer 2024			2039	15	2024 Audit	
D3034 - Packaged Air Conditioning Units			Replaced Summer 2024			2039	15	2024 Audit	
D3034 - Packaged Air Conditioning Units			Replaced Summer 2024			2039	15	2024 Audit	
D3034 - Packaged Air Conditioning Units			Replaced Summer 2024			2039	15	2024 Audit	
D3034 - Packaged Air Conditioning Units			Replaced Summer 2024			2039	15	2024 Audit	
B30 - Roofing		TPO (2019)			$285,693.00	2039	20	2024 Audit	
D3012 - Gas Supply System						2040	35	2024 Audit	
C20 - Stairs	back	rubber treads and risers			$3,252.00	2040	35	2024 Audit	
C3020 - Floor Finishes		12 x 12 VCT				2045	40	2024 Audit	
Sidewalks		Concrete				2045	40	2024 Audit	
D5010 - Electrical Service And Distribution	Electrical closet	Siemens	Photo			2055	50	2024 Audit	
D5010 - Electrical Service And Distribution	Electrical Room	Siemens	Photo			2055	50	2024 Audit	
D5021 - Branch Wiring		copper				2055	50	2024 Audit	
D2020 - Domestic Water Distribution		Copper	Copper			2055	50	2024 Audit	
C3030 - Ceiling Finishes		sheet rock				2055	50	2024 Audit	
C3010 - Wall Finishes		sheet rock				2055	50	2024 Audit	
C20 - Stairs	entry	tiled				2055	50	2024 Audit	
D2030 - Sanitary Waste		ABS (assume)				2065	60	2024 Audit	
C1030 - Interior Doors		Metal frame solid wood w/plam skin				2065	60	2024 Audit	
B2030 - Exterior Doors		Metal frame hollow metal				2065	60	2024 Audit	
B2010 - Exterior Walls		Masonry and EIFS clad				2065	60	2024 Audit	
C3020 - Floor Finishes		epoxied concrete				2080	75	2024 Audit	
B10 - Superstructure		Woodframe construction				2080	75	2024 Audit	
A10 - Foundations		Slab on grade				2085	75	2024 Audit	
D5098 - Snow Melting & Heat Tracing Systems									
D5038 - Security Systems									
D5032 - Intercommunications And Paging									
D4030 - Fire Protection Specialties									
D3053 - Unit Heaters									
D3034-D - VAV Terminal Units									
Gates								2024 Audit	
*Assumes preventative maintenance has occurred on element				Total	$1,273,891.00				
				Add 3% each year for inflation					

No action; element in good condition
Action pending; prepare for replacement
End of life cycle; replace

Category	Location/Name	Element Description	Commentary	Overall Condition	ActionCost - RSMeans	Action Year - Replace or Inspect	Repeat Interval*	Data Source	Built in 2008
D5091 - Exit & Emergency Light Systems		Illuminated exit signs				2023	15	2024 Audit	
D2095 - Domestic Water Heaters	Meeting Rm	2008 Bradford White Water Hea	Photo		$ 6,427	2023	15	2024 Audit	
D2095 - Domestic Water Heaters	Closet off Dining Hall	2008 Bradford White Water Hea	Photo		$ 6,427	2023	15	2024 Audit	
Access Control Equipment					$ 9,000	2026			
E1010 - Commercial Equipment	Kitchen	Manitowac ice machine	Photo		$ 4,504	2028	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Cleveland Steamer	Photo		$ 33,870	2028	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Blodgett MarkV warming ovens	Photo		$ 10,296	2028	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	True Freezer (2)	Photo		$ 21,149	2028	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Stainless Steel Dishwashing sir	Photo			2028	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	CMA Commercial Dishwasher	Photo		$ 8,369	2028	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	True Refrigerator	Photo		$ 4,477	2028	20	2024 Audit	
D5037 - Fire Alarm System		Silent KnightSilent Knight	Photo		$ 6,286	2028	20	2024 Audit	
D5022 - Lighting Equipment		Control Keeper Lighting control	Photo		$ 18,500	2028	20	2024 Audit	
D5022 - Lighting Equipment		4' troffer			$ 88,475	2028	20	2024 Audit	
D5022 - Lighting Equipment		4' 2 lamp exposed				2028	20	2024 Audit	
D3053 - Unit Heaters	FACP	Qmark electric Qmark electric	Photo		$ 1,300	2028	20	2024 Audit	
D3045 - Exhaust Ventilation Systems		Building				2028	20	2024 Audit	
D3045 - Exhaust Ventilation Systems		Bathrooms				2028	20	2024 Audit	
D2010 - Plumbing Fixtures		Stainless faucets in kItchen			$ 3,400	2028	20	2024 Audit	
D2010 - Plumbing Fixtures		Chromed faucets in restrooms			$ 9,520	2028	20	2024 Audit	
C3030 - Ceiling Finishes		2' x 4' acoustic tile				2028	20	2024 Audit	
C3020 - Floor Finishes	restrooms/kitchen	sheet goods				2028	20	2024 Audit	
C1020 - Fittings		Plam skinned cabinetry				2028	30	2024 Audit	
C1010 - Partitions	Meeting Room	Room Divider	Photo		$ 25,000	2028	20	2024 Audit	
B30 - Roofing		TPO membrane			$ 44,109	2028	20	2024 Audit	
Gates						2028	20	2024 Audit	
Fireplace		Gas inserts (2)			6779.44	2028	20	2024 Audit	
C3020 - Floor Finishes		sheet goods			$ 12,120	2028	20		
E1010 - Commercial Equipment	Kitchen	Montague Grizzly Oven/Range	Photo		$ 9,034	2033	25	2024 Audit	
E1010 - Commercial Equipment	Kitchen	GreenHeck exhaust hood	Photo		$ 3,072	2033	25	2024 Audit	
C1010 - Partitions	Restrooms	Plam Toilet partitions			$ 12,026	2033	25	2024 Audit	
Fencing		Damage at Courtyard	Photo			2033	25	2024 Audit	
C3020 - Floor Finishes		carpet including walk off mat			$ 10,310	2034	10		
E1010 - Commercial Equipment	Kitchen	Stainless Steel Dishwashing sir	Photo			2038	30	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Stainless Steel Dishwashing sir	Photo			2038	30	2024 Audit	
E1010 - Commercial Equipment	SW Meeting Rm	SCHWEISS Bifold door operato	Photo		$ 6,993	2038	30	2024 Audit	
D4030 - Fire Protection Specialties	Kitchen	Ansul Wet Chem Fire Supressio	Photo		$ 6,000	2038	30	2024 Audit	
D4020 - Standpipes	FACP/FIRE RISER ROOM		Photo			2038	30	2024 Audit	
D4010 - Sprinklers						2038	30	2024 Audit	
D3041 - Air Distribution Systems		Exposed spiral ducting and flex				2038	30	2024 Audit	
D2040 - Rain Water Drainage		exterior downspouts				2038	30	2024 Audit	
D2010 - Plumbing Fixtures		Porcelin sinks, urinals, toilets				2038	30	2024 Audit	
C1030 - Interior Doors		wood veneer skinned wood core				2038	30	2024 Audit	
B2030 - Exterior Doors		Store front			$ 27,454	2038	30	2024 Audit	
B2020 - Exterior Windows		Store front				2038	30	2024 Audit	
Parking Lots		asphalt	recently seal coated. Need crackseal though in spots		16216	2038	30	2024 Audit	
D3060 - Controls And Instrumentation		Honeywell Tstats	Photo			2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025			$ 362,987	2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025				2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025				2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025				2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025				2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025				2040	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Getting Replaced in 2025				2040	15	2024 Audit	
D3012 - Gas Supply System						2043	35	2024 Audit	
Sidewalks						2048	40	2024 Audit	
D5021 - Branch Wiring		copper				2058	50	2024 Audit	
D5010 - Electrical Service And Distribution		GE A-Series II	Photo			2058	50	2024 Audit	
D2020 - Domestic Water Distribution		Copper (assume)				2058	50	2024 Audit	
C3030 - Ceiling Finishes		sound panels				2058	50	2024 Audit	
C3030 - Ceiling Finishes	restrooms/kitchen	sheet rock				2058	50	2024 Audit	
C3010 - Wall Finishes		sheet rock				2058	50	2024 Audit	
B30 - Roofing		Standing seam				2058	50	2024 Audit	
B2010 - Exterior Walls		LP/applied stone	LP 4x8 and trim needs to be re-painted			2058	50	2024 Audit	
D2030 - Sanitary Waste		ABS (assume)ABS (assume)				2068	60	2024 Audit	
C3020 - Floor Finishes		sealed concrete				2083	75	2024 Audit	
B10 - Superstructure		Steel column/wood frame				2083	75	2024 Audit	
A10 - Foundations		Slab on grade				2083	75	2024 Audit	
E1026 - Detention Equipment									
D5098 - Snow Melting & Heat Tracing Systems									
D5092 - Emergency Power & Generation Systems									
D5038 - Security Systems									
D5032 - Intercommunications And Paging									
D5022 - Lighting Equipment		Decorative							
D3056 - Unit Air Conditioner									
D3034-D - VAV Terminal Units									
D1010 - Elevators & Lifts									
C20 - Stairs									
B2040 - Industrial Doors									

*Assumes preventative maintenance has occurred on element				Total	$ 774,100				
				Add 3% each year for inflation					
No action; element in good condition									
Action pending; prepare for replacement									
End of life cycle; replace									

City of Battle Ground - Community Center

Category	Location/Name	Element Description	Commentary	Overall Condition	ActionCost - RSMeans	Action Year - Replace or Inspect	Repeat Interval*	Data Source	Built in 1973
C3020 - Floor Finishes	small room	carpet				1986	10	2024 Audit	
D3034 - Packaged Air Conditioning Units		1983 Carrier split system			$ 24,100.00	1998	15	2024 Audit	
Fencing		chain link			$ 5,040.00	2001	25	2024 Audit	
C1030 - Interior Doors		Solid wood core				2006	30	2024 Audit	
C1020 - Fittings	Kitchen and Restrooms	Cabinetry				2006	30	2024 Audit	
B2020 - Exterior Windows		Aluminum clad			$ 3,885.00	2006	30	2024 Audit	
Parking Lots		asphalt	recently cracksealed and slurry sealed		$ 2,304.96	2006	30	2024 Audit	
C3020 - Floor Finishes	Carpet				$ 3,060.00	2016	10	2024 Audit	
C3020 - Floor Finishes	sheet goods				$ 2,142.00	2016	20	2024 Audit	
C3020 - Floor Finishes	Restrooms	Tile			$ 4,027.14	2016	40	2024 Audit	
Sidewalks		concrete (eroded)			$ 28,640.00	2016	40	2024 Audit	
D2095 - Domestic Water Heaters		2008 AO Smith			$ 6,320.00	2023	15	2024 Audit	
E1010 - Commercial Equipment	Kitchen	residential style electric stove (2)	To be replaced with 2024 Reno		$ 2,830.00	2024	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	exhaust for stove (2)	To be replaced with 2024 Reno		$ 540.00	2024	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Dishwasher	To be replaced with 2024 Reno		$ 2,395.00	2024	20	2024 Audit	
E1010 - Commercial Equipment	Kitchen	Refrigerator	To be replaced with 2024 Reno		$ 1,110.00	2024	20	2024 Audit	
D3035 - supplemental HVAC equip		2009 Carrier Ducted Heat Recovery V			$ 1,950.00	2024	15	2024 Audit	
B2010 - Exterior Walls		block wall/wood siding on gables	cost is for T1-11 replacement		$ 7,600.00	2024	80	2024 Audit	
D5022 - Lighting Equipment		2 x 4 surface mounted fluorescent	House Bill 1185		$ 9,528.05	2025	20	2024 Audit	
D5022 - Lighting Equipment		wall lighting fluorescent	House Bill 1185			2025	20	2024 Audit	
D5022 - Lighting Equipment		decorative single lamp fluorescent	House Bill 1185			2025	20	2024 Audit	
D3045 - Exhaust Ventilation Systems	Kitchen	Exhaust over stove cooktop (2)				2025	20	2024 Audit	
D3045 - Exhaust Ventilation Systems	Bathrooms	Ceiling-mount fan			$ 452.00	2025	20	2024 Audit	
D2010 - Plumbing Fixtures	Restrooms	chromed faucets			$ 1,360.00	2025	20	2024 Audit	
D2010 - Plumbing Fixtures	Kitchen	stainless finish faucet			$ 680.00	2025	20	2024 Audit	
C3020 - Floor Finishes	Kitchen/Restrooms	Sheetgoods				2025	20	2024 Audit	
D5021 - Branch Wiring		copper				2026	50	2024 Audit	
D5010 - Electrical Service And Distribution		200 amp GE panel (1976)		**	$ 5,100.00	2026	50	2024 Audit	
D2020 - Domestic Water Distribution		copper				2026	50	2024 Audit	
C1010 - Partitions	Restrooms	Powdercoated steel			$ 1,806.00	2030	25	2024 Audit	
B30 - Roofing		30 year arch comp	Moss visible;prematurely aging		$ 10,740.00	2030	25	2024 Audit	
C3020 - Floor Finishes	Carpet				$ 3,060.00	2034	10	2024 Audit	
D3041 - Air Distribution Systems		flex ducting (ass.)				2035	30	2024 Audit	
D2040 - Rain Water Drainage			good shape			2035	30	2024 Audit	
D2010 - Plumbing Fixtures	Restrooms	Porcelain toilets, urinal, sinks				2035	30	2024 Audit	
D2010 - Plumbing Fixtures	Electrical Room	Porcelain utility sink				2035	30	2024 Audit	
D2010 - Plumbing Fixtures	Kitchen	Stainless sink				2035	30	2024 Audit	
C3020 - Floor Finishes	Hall	12" VCT				2035	30	2024 Audit	
D2030 - Sanitary Waste		ABS & cast iron (assume)				2036	60	2024 Audit	
B2030 - Exterior Doors		Metal				2036	60	2024 Audit	
D3034 - Packaged Air Conditioning Units		1983 Carrier split system			$ 24,100.00	2039	15	2024 Audit	
D2095 - Domestic Water Heaters		2008 AO Smith			$ 6,320.00	2039	15	2024 Audit	
D3035 - supplemental HVAC equip		2009 Carrier Ducted Heat Recovery V			$ 1,950.00	2039	15	2024 Audit	
C3020 - Floor Finishes	Carpet				$ 3,060.00	2044	10	2024 Audit	
B10 - Superstructure		wood frame				2051	75	2024 Audit	
A10 - Foundations		slab on grade				2051	75	2024 Audit	
D5010 - Electrical Service And Distribution		200 amp GE panel (2005)				2055	50	2024 Audit	
C3030 - Ceiling Finishes	Kitchen/Restrooms	Sheetrock				2056	50	2024 Audit	
C3030 - Ceiling Finishes	Big Hall and small room	12" acoustic tile				2056	50	2024 Audit	
C3010 - Wall Finishes		Sheetrock				2056	50	2024 Audit	
E1026 - Detention Equipment	[redacted]								
D5098 - Snow Melting & Heat Tracing Systems									
D5092 - Emergency Power & Generation Systems									
D5091 - Exit & Emergency Light Systems		illuminated	House Bill 1185				15	2024 Audit	
D5038 - Security Systems									
D5037 - Fire Alarm System									
D5032 - Intercommunications And Paging									
D4030 - Fire Protection Specialties									
D4020 - Standpipes									
D4010 - Sprinklers									
D3060 - Controls And Instrumentation									
D3056 - Unit Air Conditioner									
D3053 - Unit Heaters									
D3034-D - VAV Terminal Units									
D3012 - Gas Supply System									
D1010 - Elevators & Lifts									
C20 - Stairs									
B2040 - Industrial Doors									
Gates									
*Assumes preventative maintenance has occurred on element									
** red due to wiring associated with original panel									
				Total	$ 164,100.15				
No action; element in good conditior				Add 3% each year for inflation					
Action pending; prepare for replacemen									
End of life cycle; replace									

City of Battle Ground - Senior Center

Category	Location/Name	Element Description	Commentary	Overall Condition	ActionCost - RSMeans	Action Year - Replace or Inspect	Repeat Interval*	Data Source	Built in 2005
D5091 - Exit & Emergency Light Systems		Illuminated fluorescent				2020	15	2024 Audit	
D3060 - Controls And Instrumentation		Honeywell T-stat				2020	15	2024 Audit	
D3034 - Packaged Air Conditioning Units		Carrier 2005	Photo		$ 29,200	2020	15	2024 Audit	
D2095 - Domestic Water Heaters		Bradford White 2005	Photo		$ 6,534	2020	15	2024 Audit	
C3020 - Floor Finishes		Polished concrete/carpet			$ 12,240	2024	75	2024 Audit	
E1010 - Commercial Equipment		Refrigerator - GE	Photo		$ 1,110	2025	20	2024 Audit	
E1010 - Commercial Equipment		Dishwasher - GE	Photo		$ 930	2025	20	2024 Audit	
D5022 - Lighting Equipment		3 Lamp T-8 fluorescent	House Bill 1185		$ 6,558	2025	20	2024 Audit	
D5022 - Lighting Equipment		2 Lamp T-8 fluorescent	House Bill 1185			2025	20	2024 Audit	
D2010 - Plumbing Fixtures		Faucets x 4				2025	20	2024 Audit	
C3020 - Floor Finishes		Carpet				2025	20	2024 Audit	
Gates		motorized slide gate - Liftmaster	Photo		2525	2025	20	2024 Audit	
D5038 - Security Systems		ADEMCO				2030	25	2024 Audit	
D3041 - Air Distribution Systems		Flex (ass.)				2035	30	2024 Audit	
D2040 - Rain Water Drainage		gutters & downspouts direct to g				2035	30	2024 Audit	
D2010 - Plumbing Fixtures		Toilets with flushometer x 2			$ 1,540	2035	30	2024 Audit	
D2010 - Plumbing Fixtures		Urinal with flushometer				2035	30	2024 Audit	
D2010 - Plumbing Fixtures		Lavs x 2			$ 1,540	2035	30	2024 Audit	
D2010 - Plumbing Fixtures		Mop sink			$ 680	2035	30	2024 Audit	
C1030 - Interior Doors		P-lam skinned solid wood				2035	30	2024 Audit	
C1020 - Fittings		Wood cabinets & fixtures				2035	30	2024 Audit	
B30 - Roofing		30 yr Arch Comp			$ 9,308	2035	30	2024 Audit	
B2020 - Exterior Windows		Vinyl Clad				2035	30	2024 Audit	
Parking Lots		Asphalt	Needs crack seal (minor). Recently slurry-		7819	2035	30	2024 Audit	
D3045 - Exhaust Ventilation Systems		Restroom x 2	both replaced 2024		$ 452	2044	20	2024 Audit	
B2010 - Exterior Walls		Masonry Veneer wainscoting				2045	40	2024 Audit	
Sidewalks						2045	40	2024 Audit	
D5021 - Branch Wiring		copper				2055	50	2024 Audit	
D5010 - Electrical Service And Distribution		Cutler Hammer	Photo			2055	50	2024 Audit	
D2020 - Domestic Water Distribution		Copper				2055	50	2024 Audit	
C3030 - Ceiling Finishes		Drywall	TLC needed at wall/ceiling joints			2055	50	2024 Audit	
C3010 - Wall Finishes		Drywall				2055	50	2024 Audit	
B2010 - Exterior Walls		Cement Lap Siding				2055	50	2024 Audit	
D2030 - Sanitary Waste		ABS (ass.)				2065	60	2024 Audit	
B2030 - Exterior Doors		Hollow Metal				2065	60	2024 Audit	
B10 - Superstructure		Wood frame				2080	75	2024 Audit	
A10 - Foundations		Slab on grade				2080	75	2024 Audit	
Access Control Replacement					$ 9,000	2026	20		
E1026 - Detention Equipment	[redacted]								
D5098 - Snow Melting & Heat Tracing Systems									
D5092 - Emergency Power & Generation Systems									
D5037 - Fire Alarm System									
D5032 - Intercommunications And Paging									
D4030 - Fire Protection Specialties									
D4020 - Standpipes									
D4010 - Sprinklers									
D3056 - Unit Air Conditioner									
D3053 - Unit Heaters									
D3053 - Unit Heaters									
D3034-D - VAV Terminal Units									
D3012 - Gas Supply System									
D1010 - Elevators & Lifts									
C20 - Stairs									
C1010 - Partitions									
B2040 - Industrial Doors									
Fencing									
*Assumes preventative maintenance has occurred on element				Total	$ 89,436				
				Add 3% each year for inflation					
No action; element in good condition									
Action pending; prepare for replacement									
End of life cycle; replace									

City of Battle Ground - Operations Center

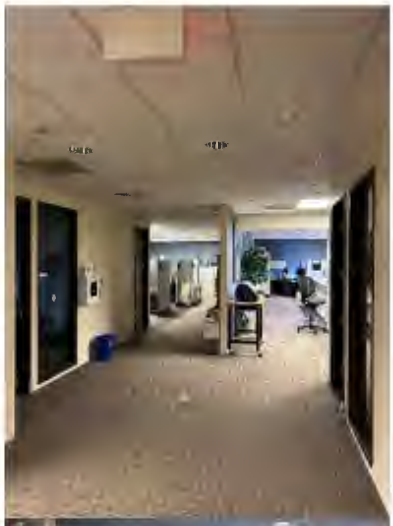
Appendix “B” - Photos

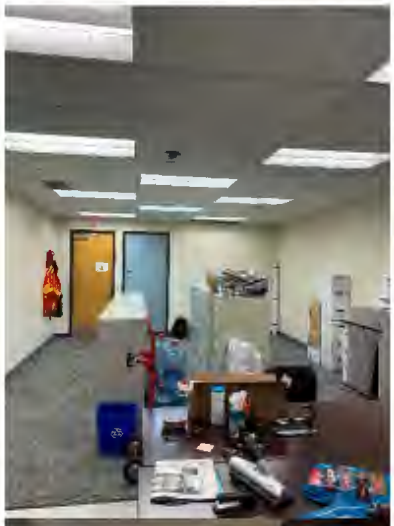
City Hall





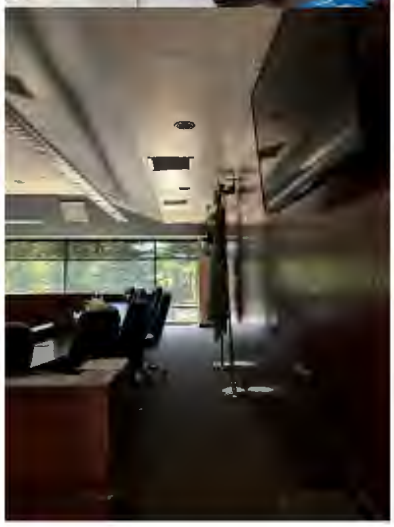


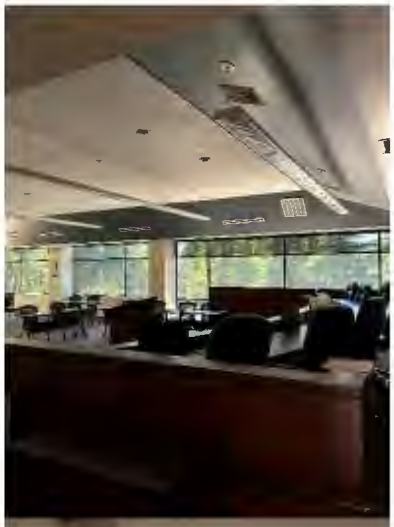
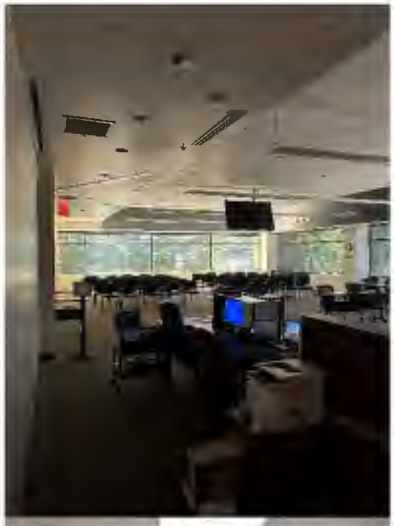
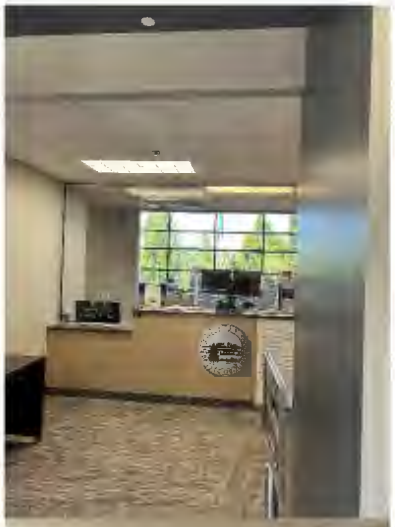










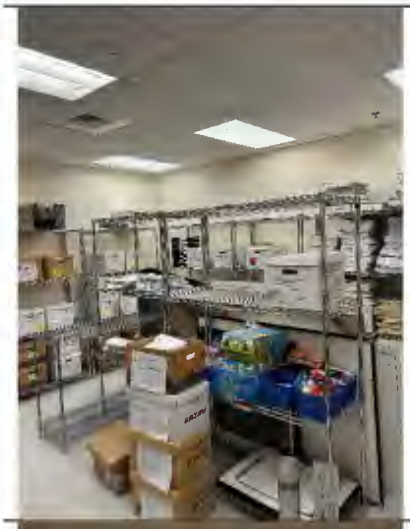




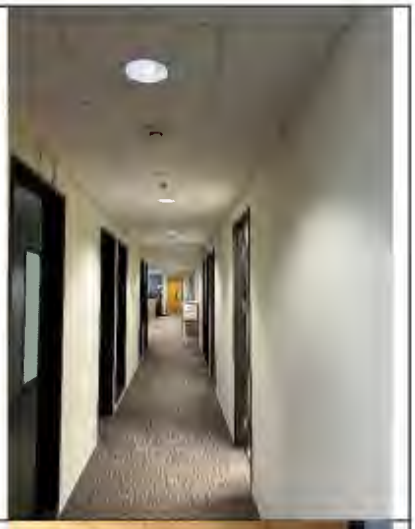


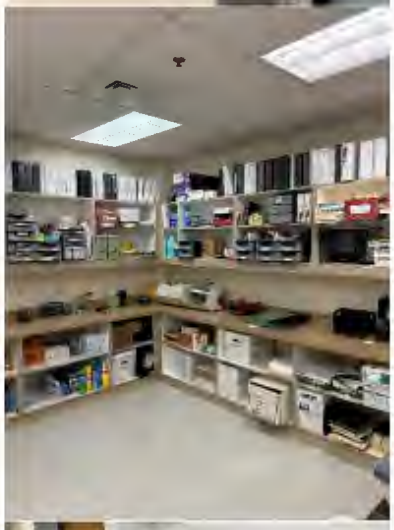















ROOF
ACCESS



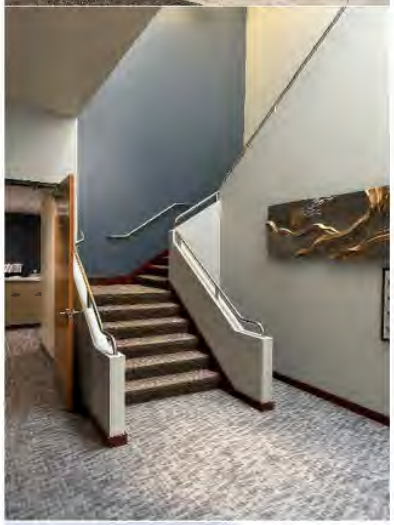



Fire-Lite Alarms
by Honeywell


PULL
FIRE
ALARM












RTU-2
2119911631L


MITSUBISHI
ELECTRIC
Mr.SLIM
R410A


TRANE
RTU-2
2119911631L


RTU-1

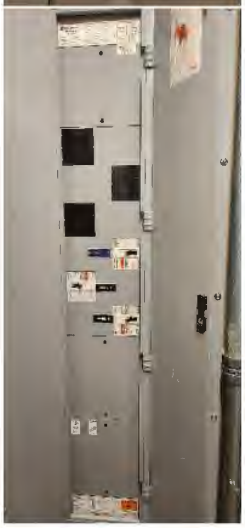



MOTOROLA





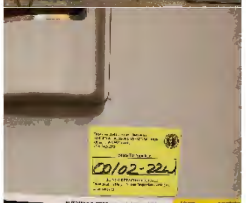

2767D

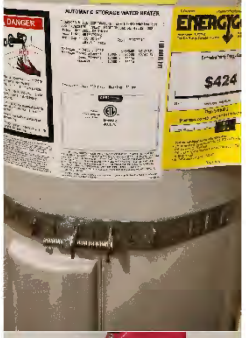








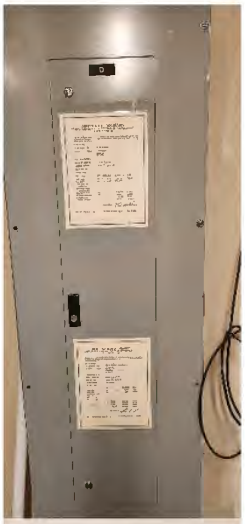



DANGER
$424



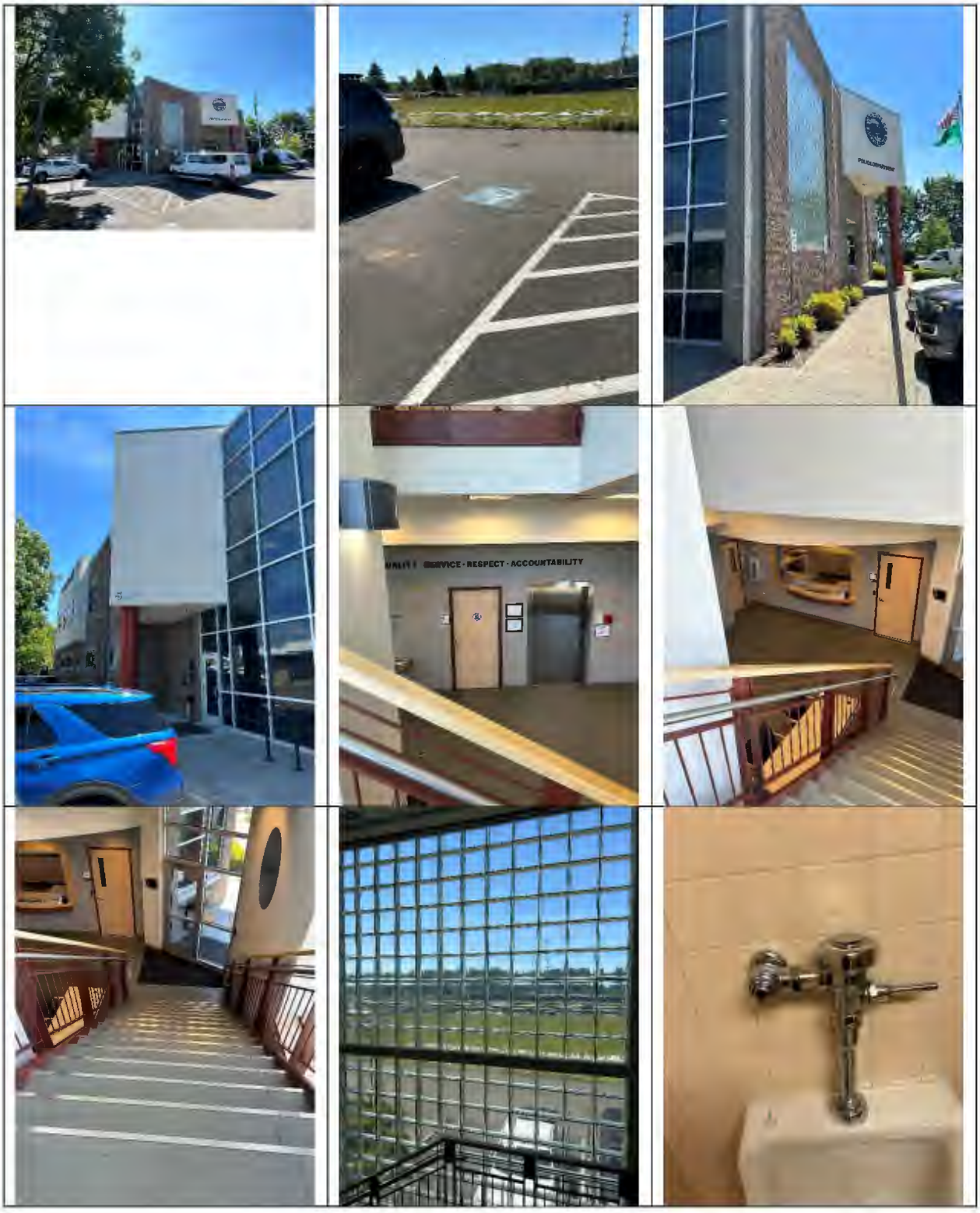

PANEL D2


EnergySaver

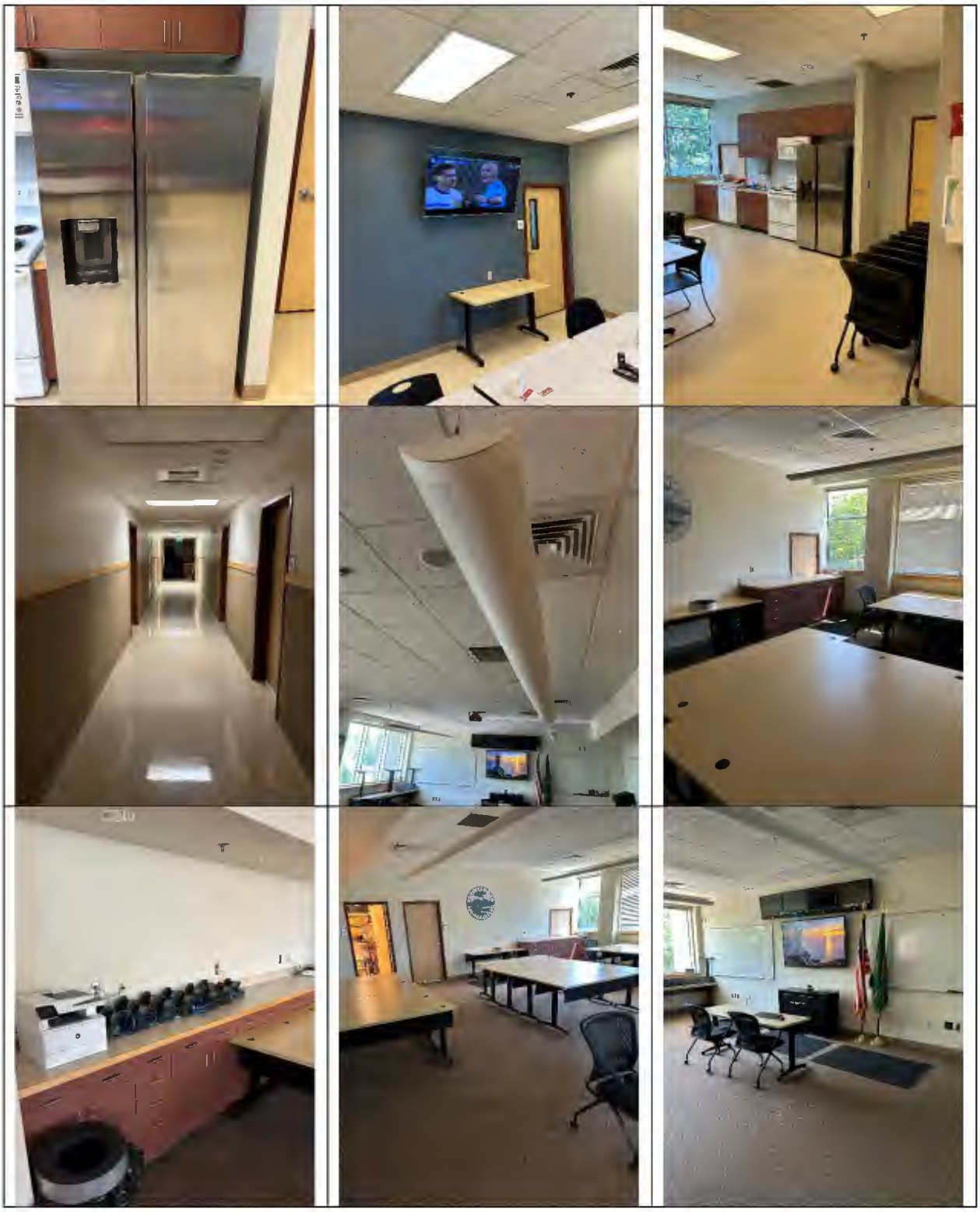




Police Station









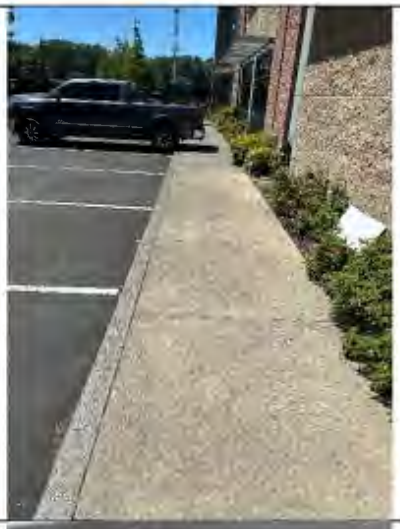

EXIT


POLICE


















KOHLER. POWER SYSTEMS
125

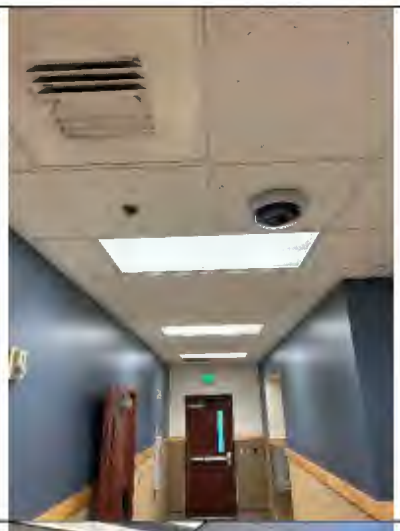














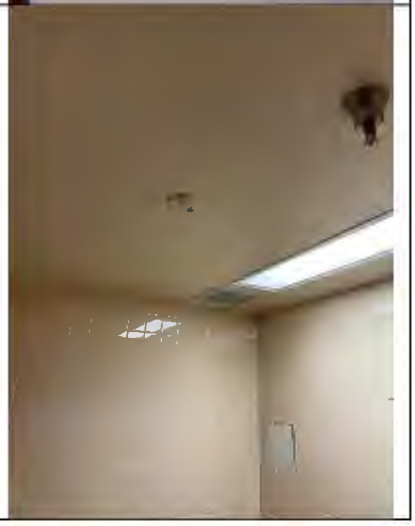





FIRE ALARM ANNUNCIATOR

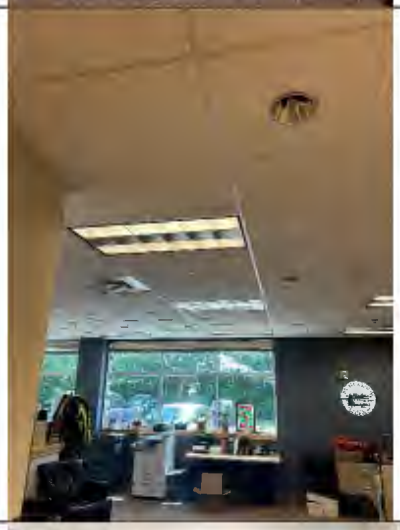

QUADEX ALARM ANNUNCIATOR



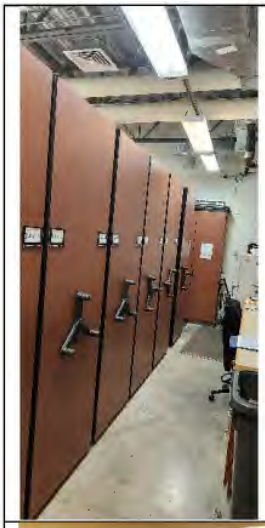






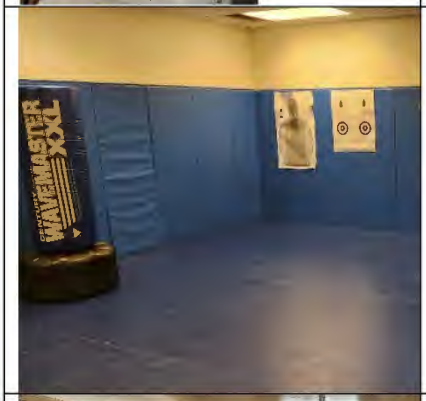







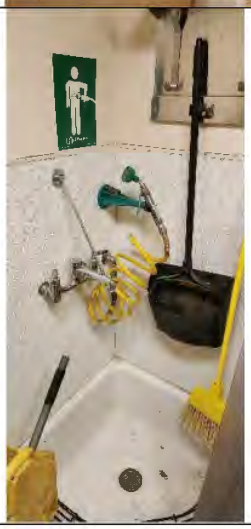

BIOHAZARD


WAVEMASTER XXL























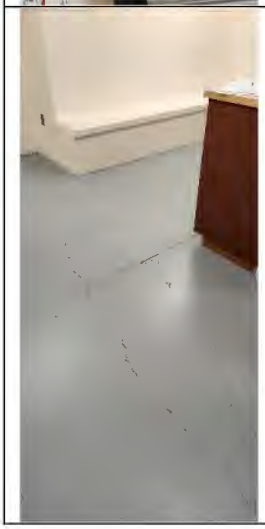

BUSSMANN POWER MODULE




OVERHEAD DOOR
RHX
WARNING
AVERTISSEMENT



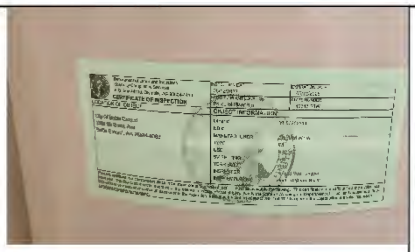


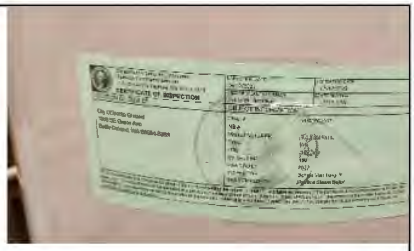




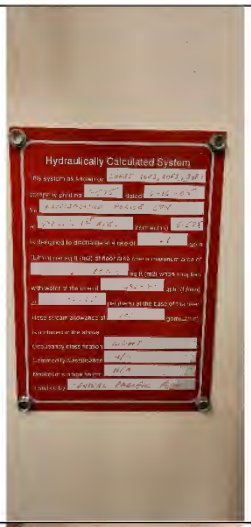











Hydraulically Calculated System

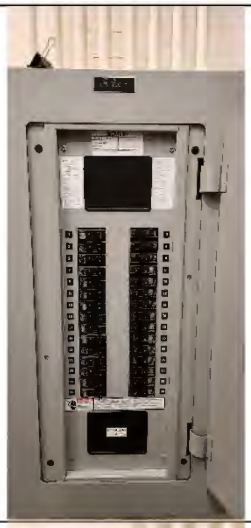


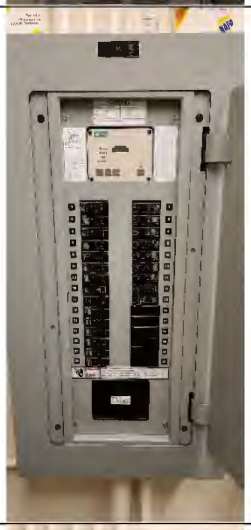


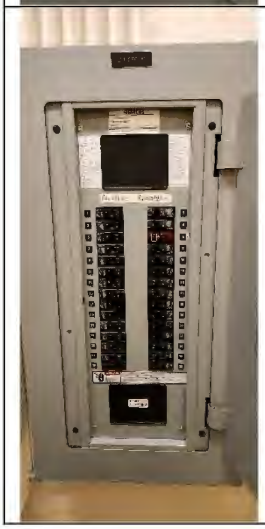


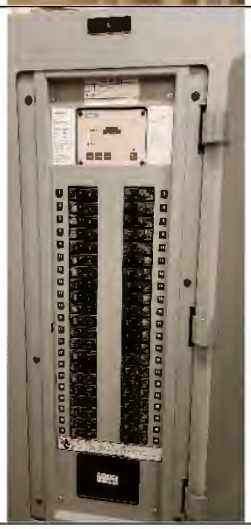












Community Center




WARNING











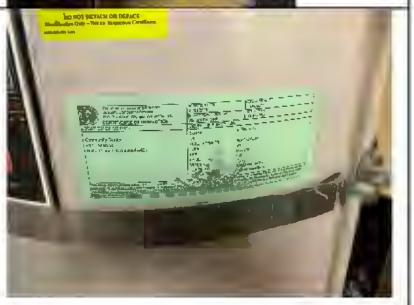










BRADFORD WHITE







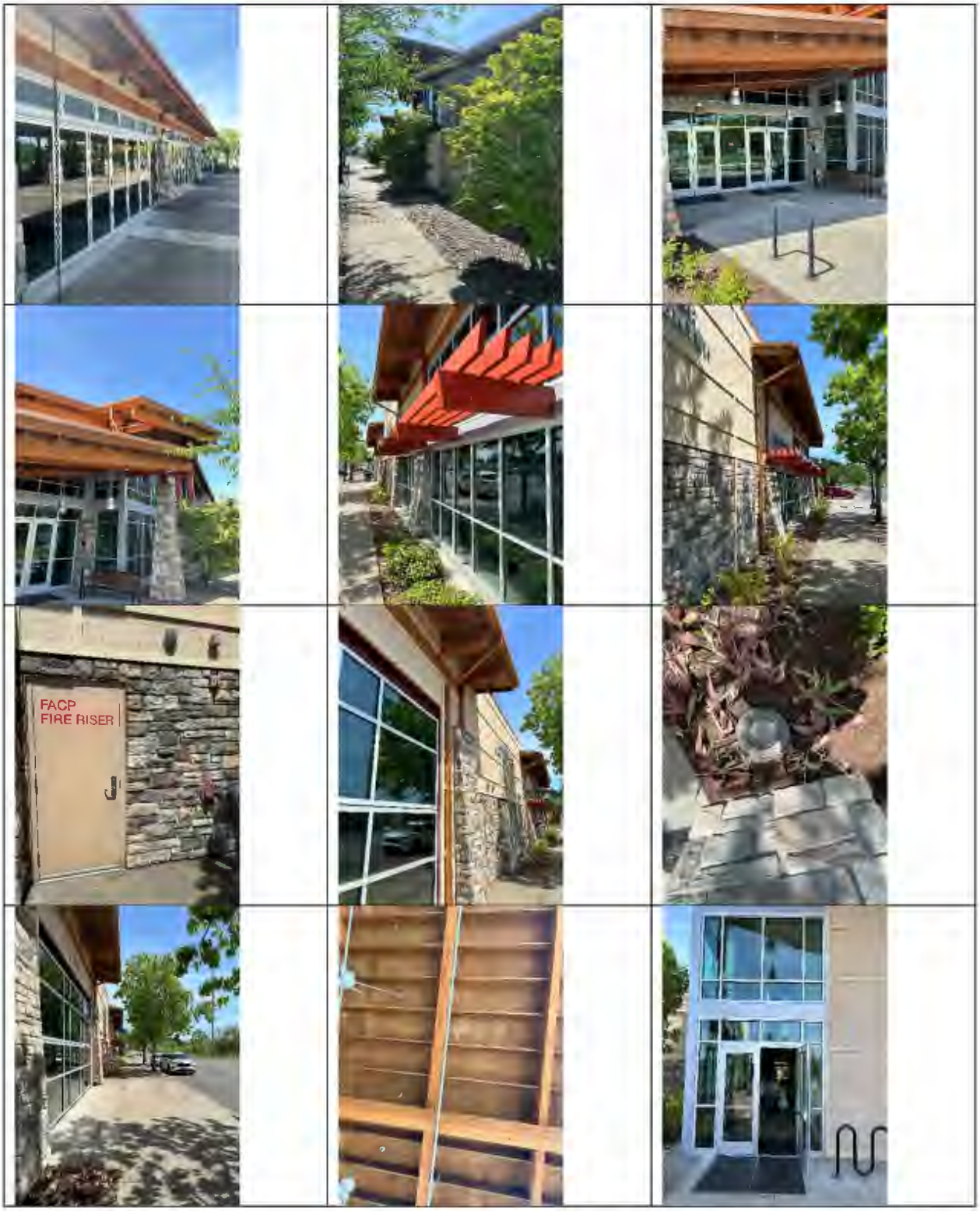


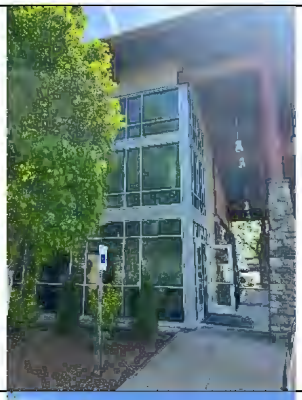
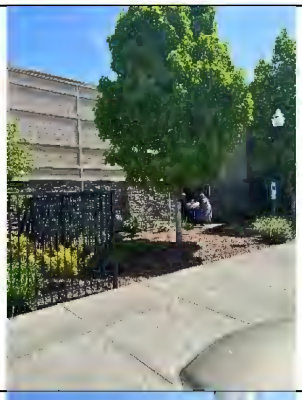


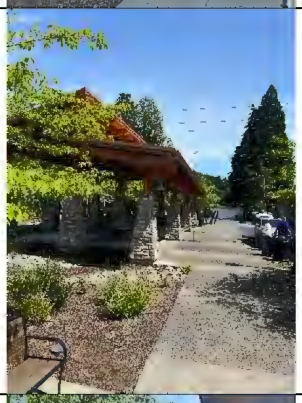
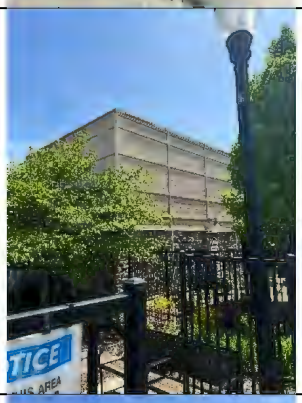


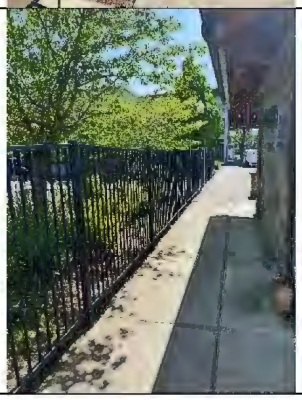


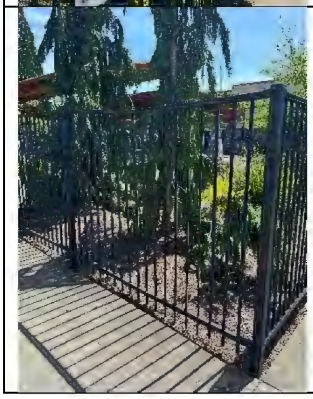




FACP
FIRE RISER

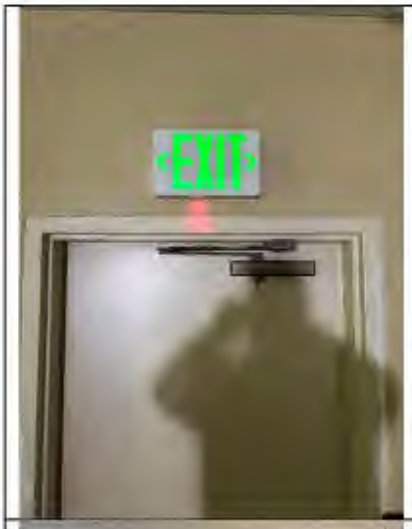


TICE





Senior Center

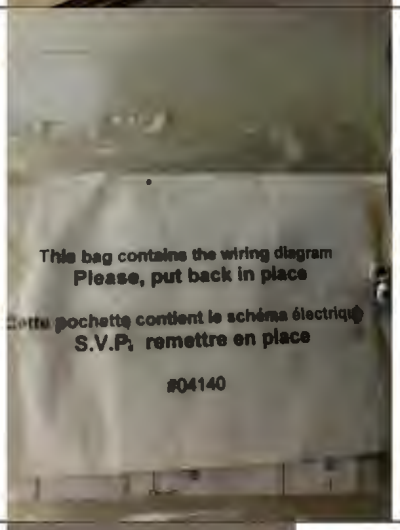



EXIT




Carrier Corporation
7310 West Morris Street
Indianapolis, IN 46231
HVI CERTIFIED RATING

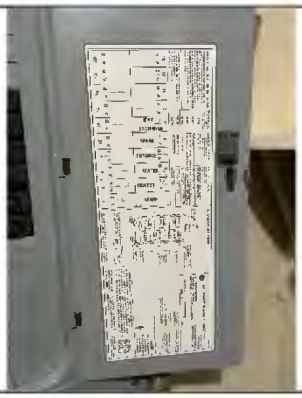



This bag contains the wiring diagram
Please, put back in place
Cette pochette contient le schéma électrique
S.V.P. remettre en place
#04140

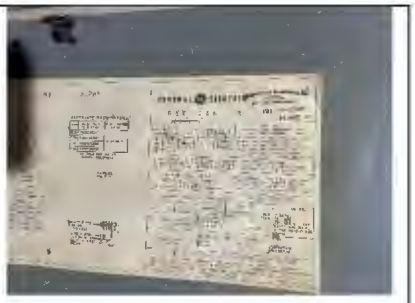


























PLEASE DON'T TOUCH ANY BUTTONS
ACCEPT THE UP AND DOWN ARROWS TO
ADJUST THE TEMPERATURE.
THE SYSTEM IS AUTOMATED SO IT IS SET
TO KEEP COOL IN THE SUMMER AND
WARMER IN THE WINTER
ON OCCASION IF YOU COME IN AT O
TIMES, LIKE THE WEEKEND, YOU MAY
NEED TO HIT THE WAKE BUTTON TO TURN
THE SYSTEM ON

























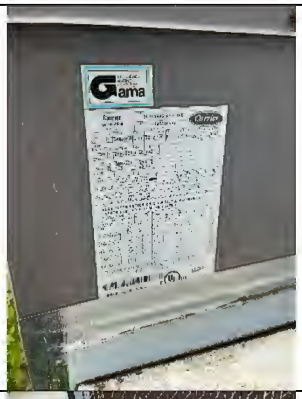







Operations Center







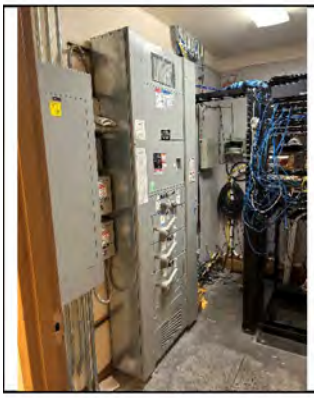






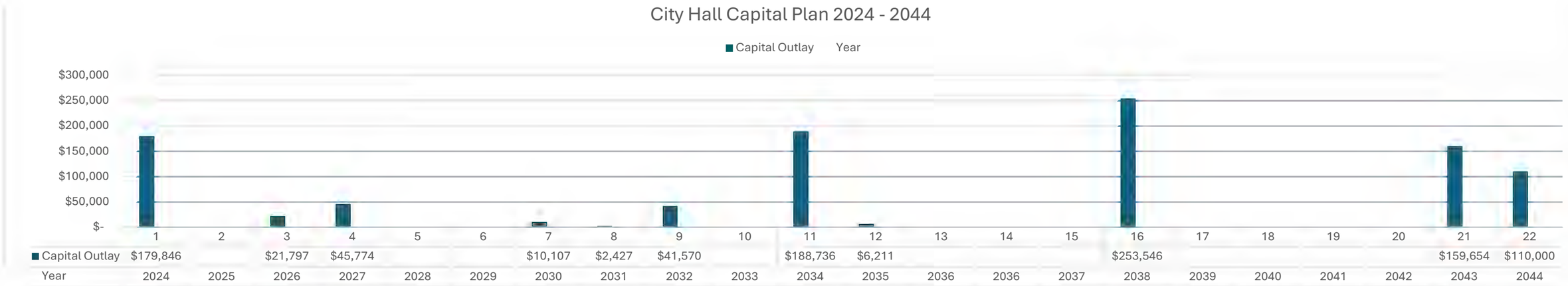




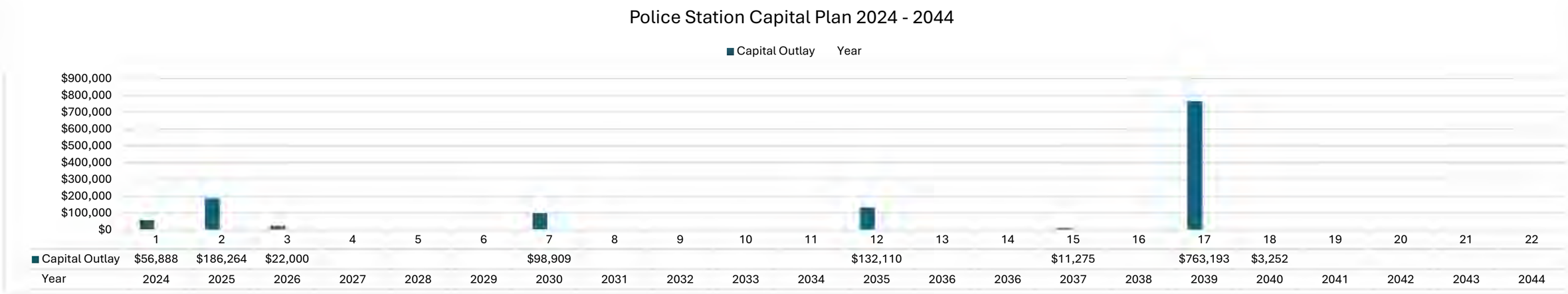
		

Appendix “C” – Capital Outlay Charts

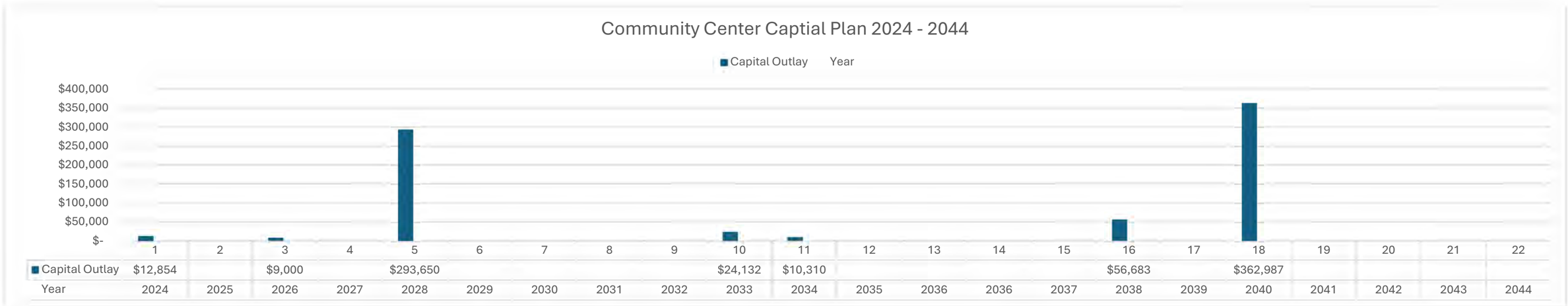
City Hall



Police Station

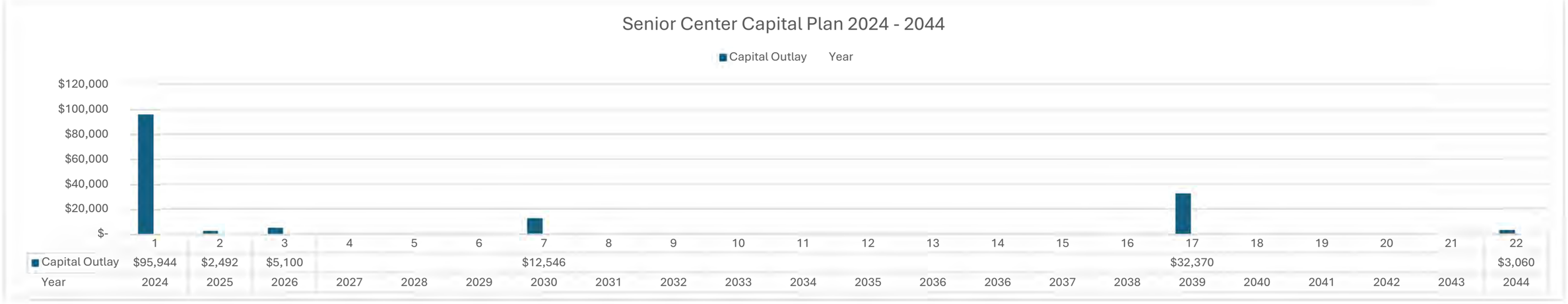


Community Center



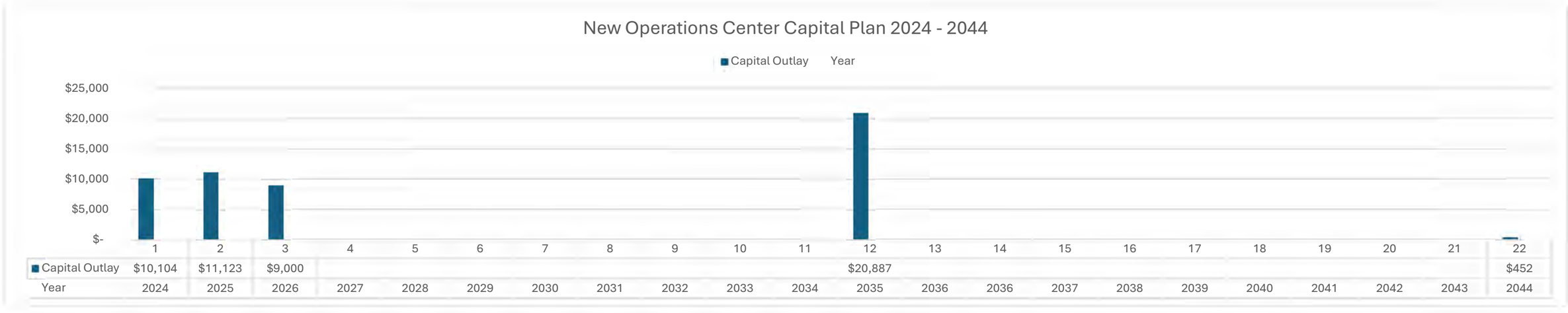
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Capital Outlay	$12,854		$9,000		$293,650					$24,132	$10,310					$56,683		$362,987				
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2036	2037	2038	2039	2040	2041	2042	2043	2044

Senior Center



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Capital Outlay	$95,944	$2,492	$5,100				$12,546										$32,370					$3,060
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2036	2037	2038	2039	2040	2041	2042	2043	2044

New Operations Center



	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Capital Outlay	$10,104	$11,123	$9,000									$20,887										$452
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2036	2037	2038	2039	2040	2041	2042	2043	2044

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	November 4, 2024
Proceeding Type:	Presentation
Subject:	Parks, Recreation, And Open Space Plan Update

Legislative History:	
• First Presentation:	November 4, 2024

Staff Report Summary

Public Works staff will present some minor updates to the Parks, Recreation, And Open Space (PROS) Plan.

Background

The City's current PROS Plan was adopted in 2022. The City has several parks projects in the works for 2025. In order to fund these projects with Park Impact Fees (PIF), as appropriate, these projects need to be listed in the plan.

Based on this the following changes are proposed:

- Added the restrooms project at Fairgrounds Park.
- Added the remaining sport court improvements at Kiwanis Park.
- Added the restrooms project at Kiwanis Park.
- Added the design of McConnell Park improvements.
- Adjusted the costs for the Remy Park improvements.

Goals and Objectives Relevance

Approving this Agreement would achieve the City Council's goal to improve and maintain infrastructure systems by providing a funding source for parks improvements.

Fiscal and Policy Implications

N/A

Options

N/A

Staff Recommendation

This presentation is intended to inform the City Council about the PROS Plan Update. Staff's recommendation would be to have City Council set a public hearing for the December 2nd City Council meeting, in order to receive input from the citizens of Battle Ground.

Attachments

A.	PROS Plan Updates

Legal Review

N/A

CITY OF BATTLE GROUND

Parks, Recreation and Open Space (PROS) Plan

July 2022

December 2024 (Updated)



FINAL DRAFT

Battle Ground PROS

20-Year Capital Improvements Plan (2024-2044)

Costs factored using 4% inflation rate

PIF Eligible	Project Type	Site	Project	Current Cost	% Related to Growth	Cost Related to Growth	2024	2025	2026	2027	2028	2029	2030+
Y	D	Battle Ground Village Park	Picnic shelter addition	$70,000	100%	$85,200							$85,200
Y	D	Brook Haven Park	Paved pathway addition	$36,000	20%	$9,120							$45,600
Y	D	Cedar Trails Open Space	Paved pathway addition	$24,000	50%	$14,600							$29,200
Y	D	Cedar Trails Open Space	Playground Addition	$125,000	100%	$152,100							$152,100
	R	Cresap Park	Play equipment replacement	$100,000	0%	$0	$50,000	$50,000					
Y	D	Cresap Park	Paved pathway addition	$7,200	20%	$1,560							$7,800
	R	Dublin Meadows Park	Play equipment replacement	$80,000	0%	$0	$40,000	$40,000					
Y	P	Durkee Property	Master Plan	$170,000	100%	$170,000	$170,000						
Y	D	Durkee Property	Phase I Implementation	$1,500,000	0%	$0							$1,754,800
Y	P	Fairgrounds Park	Master Plan	$75,000	100%	$75,000	$75,000						
	P	Fairgrounds Park	Athletic Field Planning	$50,000	0%	$0							
	D	Fairgrounds Park	Athletic Field Implementation	$750,000	0%	$0							$811,200
Y	D	Fairgrounds Park	Additional bathrooms	$250,000	100%	$250,000		$250,000					
Y	D	Florence Robison - North	Paved pathway addition	$6,000	20%	$0							
Y	R	Florence Robison - South	Play equipment replacement, inclusive	$900,000	75%	$759,300							$1,012,400
Y	P	Gardner Oaks Park	Master Plan	$170,000	100%	$170,000	$170,000						
Y	D	Gardner Oaks Park	Phase I Implementation	$3,000,000	100%	$3,509,600							$3,509,600
Y	P	Hidden Glen Park	Master Plan	$50,000	100%	$60,800							$60,800
Y	D	Hidden Glen Park	Phase I Implementation	$400,000	100%	$506,100							$506,100
	R	Horse Thief Canyon Park	Play equipment replacement	$50,000	0%	$0		$50,000					
Y	D	Horse Thief Canyon Park	Paved pathway addition	$21,000	20%	$5,320							$26,600
	R	Horse Thief Canyon Park	Extend barrier fence	$2,100	0%	$0							$2,700
	R	Kiwanis Park	Play equipment replacement	$500,000	0%	$0	$25,000						$608,300
Y	D	Kiwanis Park	Picnic shelter addition	$140,000	100%	$170,300	$170,300						
Y	D	Kiwanis Park	Sports court additions	$1,200,000	50%	$600,000	$600,000	$600,000					
Y		Kiwanis Park	Additional bathrooms	$250,000	100%	$250,000		$250,000					
Y	R	Kiwanis Park	Add buffer and frontage plantings	$2,000	0%	$0							$2,400
Y	P	Lewisville Meadows Natural Area	Master Plan	$200,000	100%	$234,000							$234,000
	R	Mac McConnell Park	Play equipment replacement	$250,000	0%	$0							
Y	D	Mac McConnell Park	Picnic shelter addition	$90,000	100%	$113,900	$113,900						
Y	D	Mac McConnell Park	Design - Additional park improvements	$75,000	100%	$75,000		$75,000					
Y	P	Parkview Trails (combined)	Master Plan	$100,000	100%	$112,500							$112,500
Y	P	Remy Property	Master Plan	$170,000	100%	$170,000	$170,000						
Y	D	Remy Property	Phase I Implementation	$6,000,000	100%	$9,650,000		$150,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$3,500,000
	R	Savannah Village Park	Play equipment replacement	$150,000	0%	$0							$189,800
	R	Savannah Village Park	Add buffer and frontage plantings	$2,000	0%	$0							$2,500
	R	Wingate Park	Add planting beds	$4,000	0%	$0							
Y	A	Neighborhood park (N-1)	Acquisition to address distribution gap	$350,000	100%	$0							
Y	A	Neighborhood park (N-2)	Acquisition to address distribution gap	$500,000	100%	$540,800							$540,800
Y	A	Neighborhood park (N-3)	Acquisition to address distribution gap	$600,000	100%	$730,000							$730,000
Y	A	Neighborhood park (N-4)	Acquisition to address distribution gap	$650,000	100%	$822,500							$822,500
Y	A	Neighborhood park (N-5)	Acquisition to address distribution gap	$1,300,000	100%	$1,520,800							$1,520,800
Y	A	Neighborhood park (N-6)	Acquisition to address distribution gap	$1,500,000	100%	$1,825,000							$1,825,000
Y	A	Neighborhood park (N-7)	Acquisition to address distribution gap	$1,800,000	100%	$2,368,700							$2,368,700
Y	A	Community park (C-1)	Acquisition to address distribution gap	$4,000,000	100%	$4,499,500							$4,499,500

PIF Eligible	Project Type	Site	Project	Current Cost	% Related to Growth	Cost Related to Growth	2024	2025	2026	2027	2028	2029	2030+
Y	D	Parkview Trails	Various trail segments to link Parkview Trails	$3,200,000	50%	$2,024,500							$4,049,000
Y	A/D	Parkview to 92nd	Connector trail between Parkview Trails and NE 92nd Avenue	$2,000,000	100%	$2,530,600							$2,530,600
Y	D	Lewisville Meadows	Loop trail including boardwalk	$2,500,000	100%	$3,163,300							$3,163,300
Y	D	Horse Thief Canyon W	Local trail through city open space	$175,000	100%	$221,400							$221,400
Y	A/D	Woodin Creek	Trail acquisition and development along Woodin Creek corridor	$8,500,000	50%	$5,377,600							$10,755,200
Y	D	Eaton to Gardner Oaks Park	Connector trail between Gardner Oaks Park and Eaton Boulevard	$1,400,000	100%	$1,771,400							$1,771,400
Y	D	Cedars to Woodin Creek	Connector trail between Cedars Golf Course and Woodin Creek	$1,400,000	50%	$885,700							$1,771,400
Y	D	Other Trail Segments	Various minor trail segments (TBD)	$1,250,000	75%	$1,186,200							$1,581,600
	D	System-wide	Signage program - wayfinding & identification signs	$30,000	0%	$0	$10,000	$10,000	$6,000				
	D	System-wide	Shade Tree Plantings	$35,000	0%	$0			$10,000	$10,000	$10,000	$10,000	
	R	System-wide	ADA Upgrade Program	$200,000	0%	$0			$35,000	$30,000	$30,000	$30,000	
	R	System-wide	Site Furnishing Replacement	$300,000	0%	$0	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	
			Total Estimated Project Costs	$48,659,300		$46,612,400	$1,619,200	$1,500,000	$1,576,000	$1,565,000	$1,565,000	$1,565,000	$50,804,800

Project Type

A	Acquisition
P	Master planning
D	Development - new
R	Replacement/Upgrade

NOTES:

This list identifies planning-level cost estimates and does not assume the value of volunteer or other non-City contributions.

Detailed costing may be necessary for projects noted.

This list is not an official budget and intended as a guiding document for city staff in the preparation of departmental budgets.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	November 4, 2024
Proceeding Type:	Presentation
Subject:	Fire Capital Facilities Plan Update

Legislative History:	
• First Presentation:	November 4, 2024

Staff Report Summary

The City Council will receive a presentation regarding the Fire Capital Facilities Plan (CFP) Update, which was completed by Fire District 3.

Background

In September of 2024, Fire District 3 adopted an update to its CFP. The District is requesting that the City adopt the plan.

Goals and Objectives Relevance

The future approval of this CFP would achieve the City Council's goal to ensure long-term fiscal stability for one of the City's major partners.

Fiscal and Policy Implications

N/A

Options

N/A

Staff Recommendation

This presentation is intended to inform the City Council about the Fire CFP Update. Staff's recommendation would be to have City Council set a public hearing for the December 2nd City Council meeting, in order to receive input from the citizens of Battle Ground.

Attachments

A.	Letter
B.	Fire Capital Facilities Plan

Legal Review

N/A

(360) 892-2331 • Fax: (360) 892-7603
www.fire3.org

Fire District 3
CLARK COUNTY WASHINGTON

17718 NE 159th Street
Brush Prairie, Washington 98606

September 11, 2024

Battle Ground City Council

Re: Fire District 3 Capital Facilities Plan (CFP)

Battle Ground City Councilors,

During the September 11th Clark County Fire Commissioners Board Meeting, the board adopted the Fire District 3's update to the Fire Capital Facilities Plan as presented.

Clark County Fire District 3 is formally requesting that City Council include this Fire Capital Facilities plan in the upcoming review of the City Comprehensive Plan.

We would like to express our gratitude in your continued support and feedback. Please feel free to contact us if you have any questions.

Sincerely,

Scott Sorenson
Fire Chief
Clark County Fire District 3

CLARK COUNTY FIRE DISTRICT 3

FIRE CAPITAL FACILITIES PLAN
2025-2045



Introduction

This document is the Capital Facilities Plan (CFP) of Clark County Fire District 3. It contains all the elements required by Washington law for capital facilities plans that comply with Washington's Growth Management Act. This document is created with the ability to be adopted by reference into the 20-year Comprehensive Growth Management plans of the City of Battle Ground and Clark County, Washington.

Purpose

Capital facilities are the facilities needed to support growth. For a fire district, these facilities include fire stations, training facilities, and the major apparatus needed to provide service, such as fire engines and aid vehicles.

The purpose of the Fire District 3 Capital Facilities Plan is to use sound fiscal policies to ensure adequate public fire facilities are planned and provided for as necessitated by growth over a 20-year period.

Components of the CFP

In accordance with RCW 36.70A.070, Fire District 3's capital facilities plan contains the following elements:

A. Fire Protection Services and Inventory: This section provides a narrative description of the fire district operations and the current inventory of stations and apparatus.

B. Capital Projects: This section lists the capital improvements that will eliminate existing deficiencies, make available adequate facilities for future growth, and repair or replace obsolete or worn-out facilities.

C. Forecast of Future Needs: This section identifies the level of service standards and analyzes the need for capital improvements to achieve levels of service.

D. Financing Plan: This section lists the funding sources that will pay for needed capital improvements. It also addresses the requirement that the land use element and capital facilities plan element are coordinated and consistent.

E. Periodic Review and Update: This section identifies methods to be used to assure that the accuracy and functionality of the capital facilities plan is periodically evaluated, updated, and maintained.

A. Fire Protection Services and Inventory

Fire Protection Services

Fire District #3 serves an approximate 92 square mile area including the communities of Hockinson, Brush Prairie, Venersborg, Heisson/Battle Ground Lake, Rawson Rd/Hockinson Highlands and the City of Battle Ground. The fire district consists of many land uses to include urban residential, single family residential, multi-family residential, commercial and industrial development. The population within this area is approximately 46,000 people.

The district provides various services to the citizens within its service area including, but not limited to:

- Responding to all fire related emergencies.
- Providing Advanced Life Support (ALS) and Basic Life Support (BLS) services.
- Responding to hazardous material emergencies with the ability to mitigate most emergencies and a contract with a regional hazardous materials team to handle extraordinary emergencies.
- Providing technical rescue capabilities through a countywide team in which the district participates.
- An active public education program.
- A model wildland fire prevention program.
- Enforcing the fire code, conducting fire investigations and inspections.
- Responding to many non-emergency type calls.
- Offering home safety surveys, address identification, smoke detector checks, etc.

Fire District 3 is a combination organization comprised of an elected board of three Fire Commissioners, one Fire Chief, two Division Chiefs, one Administrative Officer, one Administrative Assistant, one Fire Inspector, three Battalion Chiefs, 47-line personnel, and 10 Intern/Volunteer Firefighters. District operations are comprised of three 24-hour shifts (A, B, and C shift) led by a Battalion Chief who oversees assigned suppression/EMS personnel, apparatus, and equipment, that operates from four staffed stations.

Inventory of Current Facilities

Figure 1 shows the current inventory of career (staffed) and volunteer fire stations for Clark County Fire District 3, including the location, size and apparatus capacity (number of bays).

FIGURE 1: CURRENT FIRE STATIONS					
STATION	YEAR CONSTRUCTED	LOCATION	SQUARE FEET	NUMBER OF BAYS	ACRES
31	1994	17718 NE 159th St, Brush Prairie	16,270	6	5.79
32	1975	21503 NE 227th Ave, Battle Ground	3,936	2	0.66
33	1975	18209 NE 259th St, Battle Ground	5,000	5	0.81
34	1996	24812 NE Rawson Rd, Brush Prairie	4,000	3	2.2
35*	1979	505 SW 1st St, Battle Ground	5,718	3	1.93
Station Total:			**34,924**		**11.39**
*Station 35 building and property is currently owned by the City of Battle Ground					

Figure 2 shows the current apparatus inventory as assigned to each of the five fire stations.

FIGURE 2: CURRENT FIRE APPARATUS							
STATION	ENGINE	LADDER TRUCK	SQUAD VEHICLE	RESCUE VEHICLE	WATER TENDER	STAFF VEHICLE	WATER RESCUE
31	3		1	1	1	4	
32	1		1				
33	1		1		1		1
34	1		2				
35	1	1	1			3	

B. Capital Projects

Facilities Needed for Growth by 2045

The need for additional fire protection facilities is determined using standards for levels of service to calculate the quantity of facilities that are required. The required quantity is then compared to the existing inventory to determine needed facilities. On an ISO rating scale of 1 to 10, with 1 being the highest rating and 10 the lowest, Fire District 3 and City of Battle Ground have a current ISO rating of 4 from the Fire Service Rating Bureau. With adoption of this plan, District 3 establishes an ISO rating of 4 as the lowest acceptable rating for the balance of the planning period. The capital facilities described in this plan are necessary to maintain this minimum level of service over the planning period. **Figure 3** shows the total future fire capital needs based upon the anticipated growth in both residential and non-residential land uses.

FIGURE 3: TOTAL FUTURE FIRE PROTECTION FACILITIES	
QUANTITY	**FACILITY DESCRIPTION**
1	New Fire Station 36
1	Fire Station 35 Remodel
1	New Training Tower
1	Fire Station 34 Remodel
7	Engine
1	Ambulance/Rehab
7	Squad Vehicle
2	Command Vehicle
6	Staff Vehicle
3	Water Tender
1	Ladder Truck

To determine the portion of future fire protection facilities attributable to new growth, this capital plan assumes that only new capital investments, not the costs associated with existing facility capacity will be attributable to growth. Therefore, while only a portion of the capital investments will benefit new development (existing capacity plus future capacity); the proportionate share is based upon future investment only.

Figure 4 indicates the 20-year costs of new fire facilities needed to serve the combined demand of both existing and new development. In this table, the quantity of facilities identified in **Figure 3** are multiplied by the average costs of new facilities to determine the 20-year costs of each type of facility. The average costs identified in **Figure 4** are based upon actual costs of similar facilities in Clark County. This inventory of capital needs indicates that there is a total 20-year capital cost of approximately. This figure does not include costs for interest or other costs of financing. Further, the estimates contained in **Figure 4** assume current construction and acquisition costs for facilities. These capital costs are in 2024 dollars. The data contained in **Figure 4** also assumes that the fees and other revenue sources will be reviewed on a regular basis and real costs of the capital items adjusted to reflect increases due to inflation.

FIGURE 4: COST OF FIRE CAPITAL FACILITIES NEEDED TO SERVE NEW DEVELOPMENT			
QUANTITY	**FACILITY**	**RATE**	**COST**
1	New Fire Station 36		$8,400,000
1	Fire Station 35 Remodel		$10,740,000
1	New Training Tower		$750,000
1	Fire Station 34 Remodel		$650,000
7	Engine	$1,000,000	$7,000,000
1	Ambulance/Rehab	$475,000	$475,000
7	Squad Vehicle	$171,000	$1,197,000
2	Command Vehicle	$99,000	$198,000
6	Staff Vehicle	$95,000	$570,000
3	Water Tender	$497,000	$1,491,000
1	Ladder Truck	$1,500,000	$1,500,000
Total Estimated 20-Year Expenditures:			**$32,971,000**

C. Forecast of Future Needs for Capital Improvements

Levels of Service Measures

Clark County Fire District 3's Capital Facilities Plan (CFP) analyzes the need for fire stations and apparatus, including capital improvements needed to achieve level of service standards (e.g., the response time objectives). Fire District 3's level of service performance standards for response times do not directly measure the number of fire stations and apparatus, therefore the analysis of needs in this CFP uses several indicators of need to establish the relationship between the performance objectives and the quantity of fire stations and apparatus. The final determination of need is not the result of a formula but is the result of the interpretation of the multiple indicators of need by fire service professionals and the Fire District 3 Commissioners.

Indicators of Need

There are several quantitative measures that indicate the need for fire stations and apparatus. The indicators of need used by Fire District 3 in this analysis include:

Call Load per Facility
Forecast for Calls of Service
Acceptable Response Time
New Growth
Call Volume, Type and Distribution
Response by Land Use

Call Load per Facility

An analysis of the average number of calls attributed to each station (**Figure 5**) aid in determining not only staffing distribution needs, but also facility adequacy and quantity/type of fire apparatus.

FIGURE 5: CALL LOAD PER FACILITY

STATION	CALLS	PERCENTAGE
Station 31	1034	20%
Station 32	238	5%
Station 33	439	8%
Station 34	145	3%
Station 35	3157	61%
Total	5175	100%

Forecast for Calls of Service (CFS)

Trends in calls for service can be established by looking back at the number of calls for service over a period of time. A linear projection of 4% annual increase indicates the following projected call loads per year as shown in **Figure 6**:

FIGURE 6: CALL LOAD PER YEAR			
YEAR	CALLS	YEAR	CALLS
2024	5,382	2035	8,285
2025	5,597	2036	8,617
2026	5,821	2037	8,961
2027	6,054	2038	9,320
2028	6,296	2039	9,693
2029	6,548	2040	10,080
2030	6,810	2041	10,484
2031	7,082	2042	10,903
2032	7,366	2043	11,339
2033	7,660	2044	11,793
2034	7,967	**2045**	**12,264**

Acceptable Response Time

In the field of fire and rescue protection, the most meaningful measure of service is the time it takes to provide fire and/or rescue equipment at the scene of an emergency.

Standard of Cover

Goal: An initial response force will arrive within 6 minutes to priority calls, 90% of the time in all station areas.

Goal: An initial response force will arrive in the frontier area within 15 minutes, 75% of the time.

Goal: An effective response force will arrive at all incidents in 12 minutes, 90% of the time.

Year 2023

- Response in the Station 31 area met the 6-minute goal 44% of the time.
- Response in the Station 32 area met the 6-minute goal 44% of the time.
- Response in the Station 33 area met the 6-minute goal 52% of the time.
- Response in the Station 34 area met the 6-minute goal 9% of the time.
- Response in the Station 35 area met the 6-minute goal 88% of the time.
- **Overall Response in All Station areas met the 6-minute goal 69% of the time**

New Growth

Two aspects of growth contribute to the total capital facility demand; an estimate of a *growth component* that represents the quantity of new demand in both new population and employment base over the planning period, and a *growth share* of the project capital needs, which is usually expressed as a percentage of total need. Total capital need increases with the increase in the volume of fire related responses resulting from an increase in the number of new residential dwellings and new non-residential development within the district.

Establishment of future capital demand must be based upon an estimate of the total new demand from new residential and non-residential growth that will occur during the planning period. This

estimate in large part determines what the final amount of capital costs per unit of measure may be covered by an impact fee. Growth covered by an impact fee is broken into two basic parts: residential (including single- and multi-family) and non-residential (including commercial, industrial, business park and institutional).

To ensure an accurate district-wide representation is achieved, this CFP uses an analysis of both incorporated areas and unincorporated areas. It is the goal of the district that this CFP coincide with the comprehensive growth management plans implemented by both the City of Battle Ground and Clark County.

Total Growth

The following statements represent existing and potential district-wide development:

District Wide

- Population is expected to increase by 19,965 people between 2025 and 2045.
- Approximately 11,190 new housing units are projected by 2045, equaling 19,303,146 square feet.
- Of the total future residential units to occur within the district, the anticipated split between single- family and multi-family is approximately 8,393 units and 2,798 units, respectively assuming a 25% to 75% split between single and multi-family units.
- Approximately 2,482,317 square feet of newly developed commercial projects are anticipated by 2045.

City Growth

- Incorporated areas (City of Battle Ground) are projected to have a projected growth of 6,997 residential units. This represents 63% of residential growth.
- An average of 350 annual housing units (single family and multi-family) are anticipated in the City of Battle Ground.
- Approximately 2,367,843 square feet of newly developed commercial projects are anticipated in the City of Battle Ground by 2045. This represents approximately 95% of commercial growth.

Unincorporated Growth

- Unincorporated areas are projected to have a projected growth of 4,193 residential units. This accounts for approximately 37% of the total district growth.
- An average of 210 annual housing units (single family and multi-family) are anticipated in the unincorporated areas of the district.
- Approximately 114,474 square feet of newly developed commercial projects are anticipated in unincorporated areas of the district by 2045. This represents approximately 5% commercial growth.

- Based upon the preceding analyses, the total square footage of future residential and non-residential development district-wide is expected to be in accordance with **Figure 7***:

FIGURE 7: SUMMARY OF EXISTING AND PROJECTED FUTURE DEVELOPMENT

DISTRICT WIDE

	RESIDENTIAL	NON-RESIDENTIAL	TOTAL
Average Annual New Units	560	N/A	
Annual New Square Feet	965,157	124,116	
New Single Family Homes (2045)	8,393	N/A	
New Multi-Family Units (2045)	2,798	N/A	
Total New Residential Units (2045)	11,190	N/A	
Total New Square Feet (2045)	19,303,146	2,482,317	21,785,463
Total Existing Square Feet	29,858,042	3,172,933	33,030,976
Total Projected Square Feet (2045)	49,161,188	5,655,250	54,816,439
New square footage totals 40% of the 2045 projected levels.			

CITY OF BATTLE GROUND

	RESIDENTIAL	NON-RESIDENTIAL	TOTAL
Average Annual New Units	350	N/A	
Annual New Square Feet	603,482	118,392	
New Single Family Homes (2045)	5,248	N/A	
New Multi-Family Units (2045)	1,749	N/A	
Total New Residential Units (2045)	6,997	N/A	
Total New Square Feet (2045)	12,069,639	2,367,843	14,437,483
Total Existing Square Feet	14,972,672	2,937,365	17,910,038
Total Projected Square Feet (2045)	27,042,312	5,305,209	32,347,520
City represents 63% of residential growth and 95% of commercial growth			

UNINCORPORATED AREAS

	RESIDENTIAL	NON-RESIDENTIAL	TOTAL
Average Annual New Units	157	N/A	
Annual New Square Feet	361,675	5,724	
New Single Family Homes (2045)	3,145	N/A	
New Multi-Family Units (2045)	1,048	N/A	
Total New Residential Units (2045)	4,193	N/A	
Total New Square Feet (2045)	7,233,507	114,474	7,347,980
Total Existing Square Feet	14,885,370	235,568	15,120,938
Total Projected Square Feet (2045)	22,118,877	350,042	22,468,918
Unincorporated areas represent 37% of residential growth and 5% of commercial growth			

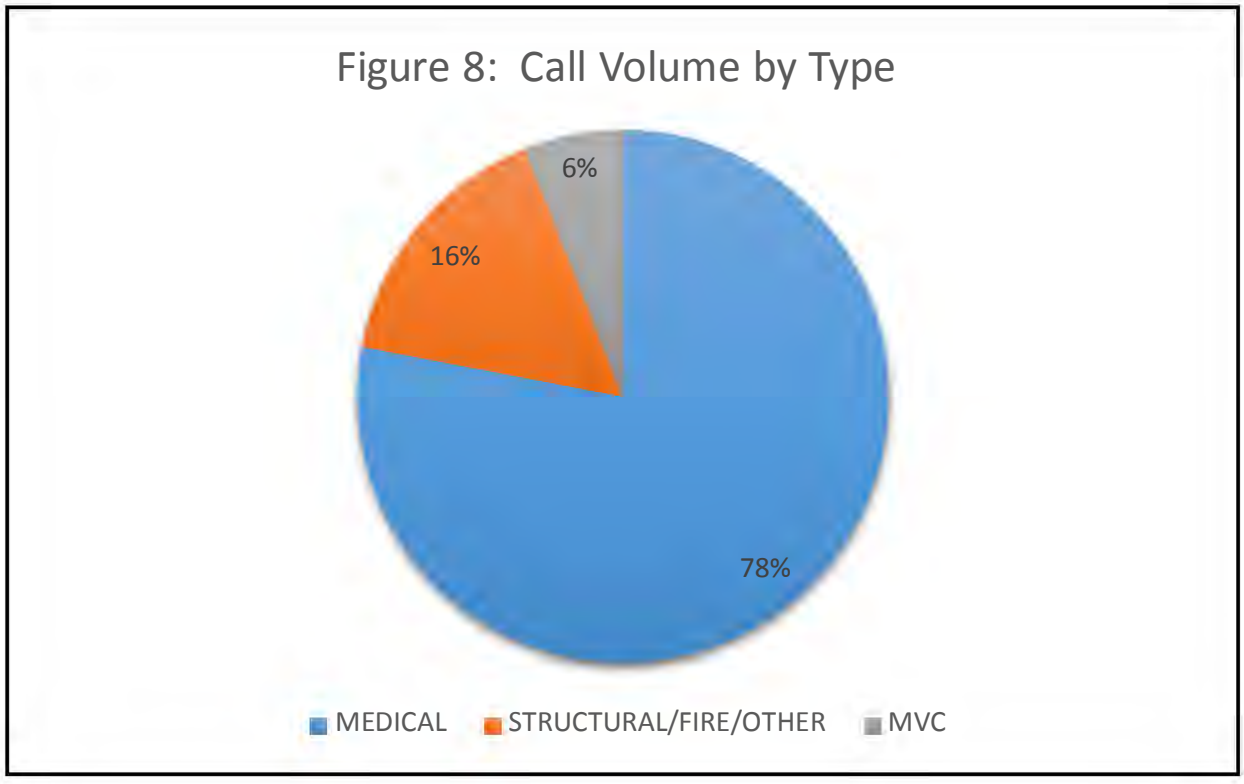
*Sources for growth data include City of Battle Ground Comprehensive Plan, Clark County Comprehensive Plan, Office of Financial Management, Clark County GIS, and Washington Surveying and Rating Bureau.

Call Volume, Type and Distribution

Another variable affecting the attribution of capital costs to new development is the actual benefit derived by new development based upon call volumes and emergency response types. The benefit of fire capital facilities, because of their broad emergency response purpose, is a more complex measurement than other capital facilities, such as streets, which generally serve a single purpose and benefit all new development equally.

Further, there is no definition or specific direction given in state statute as to what constitutes "reasonable benefit" to new development of investment in fire facilities. Therefore, it is necessary to provide a definition of reasonable benefit in Fire District 3 based upon historic call volume data, existing and future land uses, projected new development over the balance of the planning period, and the projected increase in different call types resulting for new development over the planning period.

In 2023, there were a total of 5,175 emergency calls in Fire District 3. These numbers are representative of a typical year of emergency responses with both respect to volume and call type distribution. The total call volume represents three different types of emergency calls, which are represented in **Figure 8**.



All of the call types indicated in **Figure 8** increase in frequency with an increase in development. The data indicates that a significant amount of emergency responses are medical emergencies and hence are not directly fire related. The balance of the calls responded to by the district are either directly fire related (structural fire calls) or carry with them a risk of fire in addition to the need for other emergency services (vehicle accidents). However, the ability to maintain the minimum "state

of readiness" to fight and suppress fires is dependent upon the availability of adequate capital resources and how those resources are managed and deployed.

This capital plan identifies the minimum facilities necessary to meet the fire suppression demand within the district. The distribution of fire calls identified in **Figure 8** indicates that 84% of emergency calls are not directly related to structure fires. However, the capital facilities described in this plan are necessary to meet the minimum "state of readiness" demands of the emergency calls that are fire related, and hence all development will reasonably benefit from these capital facilities. The proportionate benefit is established in Section D of this plan.

In addition, the emergency responses that comprise the 78% of total call volume preserve the general health, safety, and welfare of the district. The use of fire apparatus (capital facilities) to respond to these calls assures a timely response only when medical aid units are not available and fire apparatus may serve such emergency responses. Finally, the total volume of all types of emergency calls within the district increases with an increase in new development.

Therefore, based upon the above analysis, the capital facilities described in this plan are necessary to maintain the minimum "state of readiness" to fight and suppress fires in development within the district. The costs of the facilities should therefore be apportioned between existing and new development as established in Section D.

Information in **Figure 7** indicates that 40% of fire capital facility needs will be attributed to new growth. **Figure 9** uses this 40% to establish the proportion of benefit between existing and new development for facilities financed in part through an impact fee adopted to implement this plan. This percentage is based upon the ratio of existing development to potential future development. The proportions of capital costs attributable to new development are identified in **Figure 9**.

FIGURE 9: CAPITAL COSTS ATTRIBUTED TO NEW DEVELOPMENT

QUANTITY	FACILITY	COST	PORTION ATTRIBUTABLE TO NEW GROWTH	COST ATTRIBUTABLE TO NEW GROWTH
1	New Fire Station 36	$8,400,000	40%	$3,338,376
1	Fire Station 35 Remodel	$10,740,000	40%	$4,268,352
1	New Training Tower	$750,000	40%	$298,069
1	Fire Station 34 Remodel	$650,000	40%	$258,327
7	Engine	$7,000,000	40%	$2,781,980
1	Ambulance/Rehab	$475,000	40%	$188,777
7	Squad Vehicle	$1,197,000	40%	$475,719
2	Command Vehicle	$198,000	40%	$78,690
6	Staff Vehicle	$570,000	40%	$226,533
3	Water Tender	$1,491,000	40%	$592,562
1	Ladder Truck	$1,500,000	40%	$596,139
Total		$32,971,000	40%	$13,103,524
Total Estimated 20-Year Expenditures Attributable to New Growth:				**$13,103,524**

Response by Land Use

In addition to the call type and distribution, the distribution of calls between residential and non-residential use must be considered for the purposes of allocating the fee-supported costs of the fire facilities. The following table (**Figure 10**) represents the split between call types based upon historic call records of Fire District #3:

FIGURE 10: RESPONSE BY LAND USE		
SINGLE FAMILY	MULTI-FAMILY	NON-RESIDENTIAL
50%	10%	40%

Once the response percentages are determined, they are compared against each property type's growth share to determine the adjusted land use percentage as shown in **Figure 11**:

FIGURE 11: LAND USE PERCENTAGE			
	SINGLE FAMILY	MULTI-FAMILY	NON-RESIDENTIAL
CALL PERCENT	50%	10%	40%
GROWTH PERCENT	77%	12%	11%
ADJUSTED PERCENT	**64%**	**11%**	**26%**

D. Financing Plan

Current Funding

Currently the District funds all operations primarily through property tax revenues. The 2020 levy rates are as follows:

Operating Levy $1.16 per $1,000 assessed valuation.

The 2023 assessed valuation for properties within Fire District 3 was approximately $9,218,245,734.

Other sources of income include protection contracts with other governmental agencies, investment revenue, sale of surplus items, timber tax revenues, leasehold tax revenues, payment in lieu of taxes, contributions, and money from certain public education classes.

The district has the ability to increase the per thousand rate operating levy to $1.50. The district may fund through excess levies. These measures take a vote of the taxpayers. The district may also use both voter and non-voter approved bond funding. Fire District 3 does not have the option to levy an EMS levy due to the presence of two EMS districts within the boundaries.

Growth's Share of Projected Capital Needs

Proportionate Share

First, the "proportionate share" test requires that impact fees can only be charged for the portion of the cost of public facilities that is "reasonably related" to new development. In other words, impact fees cannot be charged to pay for the cost of reducing or eliminating deficiencies in existing

facilities. However, impact fees may be imposed to pay for system improvement costs previously incurred by the district to the extent that new growth and development will be served by those improvements. (RCW 82.02.060(8)).

The analysis contained in Section C demonstrates that the new facilities financed in part by an impact fee supported by this plan will not remedy any existing deficiencies, but rather will serve to meet the demands created by new development.

Second, there are several important implications of the proportionate share requirement that are not specifically addressed in the law, but which follow from the law:

- The costs of new facilities that will be used by new development and existing users must be apportioned between the two groups in determining the amount of the fee.

- Impact fees that recover the costs of existing unused capacity should be based on the actual cost, rather than the replacement cost of the facility. Carrying costs may be added to reflect the actual or imputed interest expense.

All the facilities described as future needs in this plan will be used by both existing and new development. The analysis contained within this facilities plan accounts for this distribution of benefit through an examination of the existing development within the district in contrast to the expected new development that will benefit from the facilities paid for in part by an impact fee supported by this plan.

The third aspect of the proportionate share requirement is its relationship to the requirement to provide adjustments and credits to impact fees, where appropriate. These requirements ensure that the amount of the impact fee does not exceed the proportionate share.

- The "adjustments" requirement reduces the impact fee to account for past and future payments of other revenues (if such payments are earmarked for or pro ratable to particular system improvements).

- The "credit" requirement reduces impact fees by the value of dedicated land, improvements or construction provided by the developer (if such facilities are in the adopted CFP and are required as a condition of development approval). The law does not prohibit a local government from establishing reasonable constraints on determining credits. For example, the location of dedicated land and the quality and design of a donated public facility can be required to conform to adopted local standards for such facilities.

With such adjustments and credits, new development which is well situated to provide system improvements will not overpay the impact fees applicable to it. However, the district currently does not have any past or future revenues that are earmarked for, dedicated to or pro ratable to particular fire facility system improvements other than the revenue instruments identified in this section of this plan. Further, any impact fee ordinance adopted by Fire District 3 to implement this facilities plan pursuant to RCW 82.02.060 will include the provision for "credits" requirement thereby reducing impact fees by the value of dedicated land, improvements or construction provided by the developer.

Reasonably Related to Need.

There are many ways to fulfill the requirement that impact fees shall only be imposed for system improvements that are reasonably related to new development, including use by the occupants, owners or users of the new development (direct benefit), use by persons or organizations who

provide goods or services to, or receive the same from the new development (indirect benefit), and geographical proximity (presumed benefit). These measures of relatedness are implemented by the following techniques:

- Impact fees for fire protection are charged to new developments which needs (i.e., benefits from) new fire protection facilities. Fire protection is provided to residences, businesses and other non-residential land uses. Impact fees for fire protection facilities are charged to all new development because the stream of benefits redounds to the occupants and owners of all residential and non-residential property.

- The relative needs of different types of growth are considered in establishing fee amounts.

- Fee-payers can pay a smaller fee if they can demonstrate that their use will have less impact than is presumed in the calculation of the impact fee schedule for their classification of property. Such reduced needs must be permanent and enforceable (i.e., through land use restrictions).

Another method of connecting a development to the need for public facilities is to establish impact fee service areas (zones). All impact fees paid by new development in the service area would be required to be spent on new public facilities in the same service area.

The geographical relationship between a fee-paying development and the impact on a public capital facility will differ according to the type of public facility. Roads, for example, may have discernable geographical service areas, based on average trip length. There is only a weak geographical linkage to fire protection facilities because of the use of back-up response, i.e., facilities not funded by impact fees imposed on new development in the district, by fire apparatus for a) multi-alarm fires, and b) when apparatus from the nearest station is engaged in a response. Therefore, the use of a single service area for fire protection facility needs in the district is reasonable.

Reasonably Related to Expenditures

Two provisions of the law tend to reinforce the requirement that expenditures be "reasonably related" to new development which is subject to the impact fee. First, the requirement that fee revenue must be earmarked for specific uses related to public facilities ensures that expenditures are for identifiable projects, the benefit of which can be demonstrated. Second, impact fee revenue must be expended within 10 years or otherwise encumbered, thus requiring timeliness of the benefit to the fee-payer.

The combination of the timeliness ensured by an appropriate expenditure plan as well as the analysis demonstrating proportional benefit contained within the plan assure expenditures of any impact fee adopted pursuant to RCW 82.02.050 to implement this plan will be for system improvements that reasonably benefit new development.

Per RCW 82.02.070, Impact fees shall be expended or encumbered for a permissible use within ten years of receipt, unless there exists an extraordinary and compelling reason for fees to be held longer than ten years. Such extraordinary or compelling reasons shall be identified in written findings by the governing body.

Impact Fee Formula

The impact fee component for fire protection facilities shall be calculated using the following formula:

FIF = (A x B)/C

"FIF" means the fire impact component of the total development impact fee.

"A" is the total estimated twenty-year expenditure attributable to new growth. (From **Figure 9**)

"B" means the land use percentage considering annual calls and growth by land use category (From **Figure 11**)

"C" means the projected growth by number of units per land use category. (From **Figure 7**)
Sample Impact Fee Calculations – Fire District 3

Single Family Fire Impact Fee

($13,103,524 x .64)/8,393) = $992 per home

Multi-Family Fire Impact Fee

($13,103,524 x .11)/2,798) = $505 per unit

Non-Residential Impact Fee

($13,103,524 x .26)/2,482,317) = $1.36 per square foot

E. Periodic Review and Update

To assure the accuracy and functionality of the capital plan and impact fee program, periodic updates of the policies and capital costs contained in the plan should be completed. There are two methods by which this may occur.

Annual Adjustments

The costs of capital needed to adequately fight and suppress fires in the district rise every year, frequently in excess of the rate of inflation. The capital facilities identified in this plan will regularly increase in cost. The district wishes to regularly keep pace with these cost increases to avoid the need for extreme adjustments in the capital costs and the impact fee rate at the periodic plan update interval. Based upon this, the district as a policy chooses to adjust the capital cost figures identified in this plan on an annual basis based upon the appropriate economic indicators as well as review and, if necessary, update the capital costs at regular plan review intervals.

In order to ensure costs are consistent with inflation, it is recommended that adopted impact fees are adjusted annually proportionate to the Consumer Price Index (CPI).

Periodic Update

In addition to the above annual adjustments, the Fire Capital Facilities Plan should be updated periodically in conjunction with other comprehensive plans and other capital elements. This will assure not only accuracy in the capital components and associated costs identified in the plan, but also a mechanism to reassess the land use element if probable funding falls short of meeting existing needs and to ensure that the land use element, capital facilities plan element, and financing plan within the capital facilities plan element are coordinated and consistent.

This should occur at least once every five years, and in conjunction with overall comprehensive plan reviews. Specifically, the following components should be reviewed:

- Estimate of the list of capital items identified in the plan and their associated capital costs. An update of these costs would reflect the actual price increases from the manufacturer. These costs would be adjusted to reflect growth's share of the need for these items as described in section C.

- Update the projected number of new dwelling units and new business square footage.

- Update the percentage split of fire responses attributable to residential versus nonresidential land uses based on actual responses during the time since adoption or last update of the plan.

It is the goal of the district that this CFP coincide with the comprehensive growth management plans implemented by both the City of Battle Ground and Clark County.

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kris Swanson, City Manager
Date:	October 30, 2024
Proceeding Type:	Presentation/Motion
Subject:	Senior Center Facility Use Agreement

Legislative History:	
• August 16, 2021	City Council – Presentation/Motion
• September 6, 2022	City Council - Presentation/Motion
• September 5, 2023	City Council – Presentation/Motion
• June 17, 2024	City Council – Presentation/Motion
• November 4, 2024	City Council – Presentation/Motion

Background

On August 16, 2021, the City Council passed Resolution No. 21-08 to establish a program to assist senior citizen groups with rental reimbursement at the Senior Center and Community Center. The reimbursement program required the activities to be open to all senior citizens and prohibited entry or membership fees to attend activities. The reimbursement program was not to exceed $8,000 and was initially set to expire on December 31, 2023.

On September 6, 2022, the Council passed Resolution 22-10 providing a continued annual allotment of $8,000 for the senior reimbursement program and extending the expiration of the annual program to December 31, 2028. On September 5, 2023, the Council passed Resolution No. 23-09, increasing the annual allotment to $12,000 and extending the program's expiration date to December 31, 2033.

On June 17, 2024, the Council passed Resolution No. 24-06, increasing the annual allotment of the senior reimbursement program to $17,000 and changing the expiration of the program to end on December 31, 2024.

Staff Report

On June 17, 2024, the Council directed staff to research best practices for facility use of senior centers in other communities and to bring back a recommendation before the end of the year.

Staff Recommendation

Staff recommends Council approve the Facility Use Agreement between the City of Battle Ground and the Battle Ground Senior Citizens, Inc.

Attachments

Facility Use Agreement between the City of Battle Ground and the Battle Ground Senior Citizens, Inc.

Legal Review

The Facility Use Agreement has been reviewed by legal.

FACILITY USE AGREEMENT
BETWEEN THE CITY OF BATTLE GROUND
AND
THE BATTLE GROUND SENIOR CITIZENS, INC.

THIS AGREEMENT is entered into on this _____ day of November, 2024, under the authority of RCW 36.39.060, by the City of Battle Ground ("City") and the Battle Ground Senior Citizens, Inc. ("Seniors"), which allows cities to establish and administer senior citizens programs and to carry out the programs and to expend their own funds for such purposes.

The purpose and intent of this Agreement is for the City to provide the senior citizens of Battle Ground an opportunity to join with other senior citizens of the community for social, cultural, health, education and recreational activities. It is a public purpose for cities to administer senior citizen's programs, either directly or indirectly, through public corporations under RCW 36.39.060. Battle Ground Senior Citizens, Inc. is a non-profit corporation for the benefit of Battle Ground senior citizens.

WHEREAS, the City and the Seniors are mutually interested and authorized under RCW 67.20.020 to enter into an agreement that provides sustainable community programs that benefit the interests of Battle Ground residents; and

WHEREAS, in the interest of providing the best service with the least possible expenditure of public funds, cooperation between the City and the Seniors is deemed desirable by both parties; and

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the City and the Seniors do hereby agree to cooperate with each other in carrying out the above interests and purposes, and, to that end, do promise and agree as follows:

SECTION A

THE CITY SHALL:

1. Make available to the Seniors, for operations and activities, the city-owned building at 116 NE 3rd Avenue ("Senior Center"). This Senior Center is for use by the Seniors only in support of Senior's programs and activities. The Seniors shall enjoy use of the Senior Center Monday through Thursday, between the hours of 8 am to 4 pm, and Friday, between the hours of 12 noon and 4 pm. The City retains the authority to use the Senior Center for other community programs and activities, including the rental of the Senior Center to other patrons for public and/or private events, at all other times. The Seniors may use the Senior Center outside of the hours listed herein, free

of charge, so long as the City does not have a paying rental group during the additional times the Seniors desire to use the Senior Center.

2. Assign the City's Recreation and Facilities Manager to act as the City's representative in all details related to this Agreement, including responding to the Senior's inquiries, coordinating maintenance and repair projects with other City staff, and acting as the City's primary point-of-contact for the use of the Senior Center.

3. Be responsible for paying the cost of all utilities associated with the Senior Center.

4. Maintain general Senior Center infrastructure in accordance with the building codes established by the City, as well as be responsible for all general maintenance of the Senior Center and all existing and permanent building and mechanical structures. This includes walls, the roof, electrical, plumbing, and HVAC systems, and kitchen amenities.

5. Have the right to enter the Senior Center at any time for any reasonable purpose, which includes but is not limited to safety inspections and ensuring code compliance.

6. Advise Seniors to obtain additional insurance to cover the possible loss of equipment, property, or building damage not covered due to insurance deductible and limits.

7. Make a reasonable effort to repair or replace any part of the Senior Center damaged or destroyed by casualty. However, the City cannot guarantee that such repair or replacement effort will not impact Senior's use of the facility during the term of the Agreement. In the event repair or replacement activity interferes with Senior's use of the Senior Center, City will make a reasonable effort to accommodate the Seniors.

SECTION B

THE SENIORS SHALL:

8. Defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of City premises or from any activity, work or action, permitted, or suffered by Seniors in or about the City premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

   Seniors shall provide City with a Certificate of Insurance for Commercial General Liability Insurance with minimum limits of $2,000,000 each occurrence and

$2,000,000 general aggregate and provide a copy of the certificate of insurance naming the City as an additional insured prior to use of the facility.

9. Assign the Senior's President or designated representative as the official point of contact to the City. The Senior's President or designated representative shall provide the Recreation and Facilities Manager with both a phone number and email address to address operational concerns.

10. Use the Senior Center in accordance with the policies and procedures of the City for granting permits for use of city facilities in accordance with all applicable local, state, and federal laws.

11. Provide personnel to adequately and appropriately supervise Senior Center use and activities conducted within or upon the Senior Center appropriate to the activity. Seniors shall be responsible for the safety of participants during activities and shall provide appropriate programming.

12. Ensure use of the Senior Center is intended, primarily, for the benefit of members of the local senior population. The needs and opportunities of senior community members will be provided for and adequately protected.

13. Furnish and supply all expendable materials necessary or desirable in their use of the Senior Center, unless agreed to otherwise in writing by the parties.

14. Obtain a Clark County Health Department food service permit prior to serving food.

15. Not rent, subcontract, sublet, or allow use to any outside group or organization for any period without first receiving written permission of City.

16. Report safety hazards, facility problems, or liability issues immediately to City.

17. Maintain legal nonprofit status under all applicable state and/or federal laws during the term of this Agreement. Upon request, the Seniors shall submit proof of nonprofit status to City.

18. Comply, abide by, and uphold the policies and ordinances of the City of Battle Ground, and the laws, regulations, and codes of the State of Washington, as well as all applicable federal acts and laws.

19. Be responsible for storage, care, custody or control of equipment, materials, or furnishings owned by Seniors.

20. Be responsible for general maintenance and repair of all non-structural items in/on the Senior Center, including but not limited to computers, tables, chairs, appliances, and other furnished items and materials. Although the Senior Center has a limited storage space for the Senior's items and material, the Seniors agree to discuss the storage of said items and material with the Recreation and Facilities Manager to better minimize excess clutter in the designated storage area. The Seniors will use assigned storage space only and will not lock cabinet doors to use as additional space to store their items. If unsure, the Seniors will seek prior authorization to store items from the Recreation and Facilities Manager.

SECTION C

GENERAL PROVISIONS

21. Authority to Bind. Any individual signing this Agreement on behalf of a party represents and warrants that such individual has authority to do so and, upon such individual's execution, that this Agreement shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

22. Term. This Agreement shall continue in full force and effect for three (3) years with automatic renewals for additional three-year periods, subject to either party hereto causing termination of the Agreement by giving, in writing, to the other party, notice of its intention to terminate this Agreement, not less than six (6) months prior to the automatic renewal of this Agreement.

23. Improvements. Seniors may install, at their sole cost, improvements at the Senior Center, including but not limited to fixtures, furniture, furnishings, and equipment, but only upon the prior written approval of the City. Approval may be granted after submission and approval of complete plans and specifications for such improvements. Upon termination of this Agreement, the City may, at its option, require removal of those improvements by Seniors, at the Senior's sole cost. All injury or damage to City property caused by such removal shall be repaired at Senior's sole cost and expense. Should the City require removal of improvements, the Seniors shall remove all such property within thirty (30) days from agreement termination date. Should the Seniors fail to remove or dispose of such property, the City may, at its election, consider such property abandoned and may dispose of same at Senior's expense or after sixty (60) days declare the remnants of the Senior's property to be City property.

24. Disputes. If any disputes or differences arise because of the programs being conducted by Seniors in connection with the facility referenced in this Agreement, said disputes or differences shall be brought to the attention of the City Manager, or his/her designee, and the Senior Center President.

25. Non-Discrimination Clause. To the extent required by law, Seniors for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as follows:

    No person, on the grounds of race, creed, color, national origin, citizenship or immigration, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the Senior's personnel polices and practices or in the use or operation of Senior's services or Senior Center.

    The Senior's agree that in the construction of any improvements on, over, or under the Senior Center and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, citizenship or immigration, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

    During the performance of this Agreement, Seniors, for itself, its officers and assigns, shall comply with the following laws and regulations:

    - Title VI of the Civil Rights Act of 1964 (42 USC Chapter 21, Subchapter V, § 2000d through 2000d-4a)
    - Age Discrimination Act of 1975 (42 USC Chapter 76, § 6101, *et. seq.*)
    - Civil Rights Restoration Act of 1987 (Public Law 100-259)
    - Americans with Disabilities Act of 1990 (42 USC Chapter 126, §12101 *et. seq.*)
    - 49 CFR Part 21
    - 23 CFR Part 200
    - RCW 49.60.180

26. Notices. All notices under this Agreement shall be in writing and effective (i) when delivered in person, or (ii) three (3) days after being sent by registered or certified mail to the City or Seniors, as the case may be, at the notice addresses set forth herein, or such other addresses as may from time to time be designated by such parties in writing.

THE CITY:	SENIORS
Attn: Kris Swanson	Attn:
City of Battle Ground	Battle Ground Senior Citizens, Inc.
109 SW 1st Street	116 NE 3rd Avenue
Battle Ground, WA 98604	Battle Ground, WA 98604

27. Entire Agreement. This Agreement represents the entire Agreement between the City and the Senior and supersedes all prior negotiations, representations, or agreements, either verbal or written.

28. Amendments. This Agreement may be amended only upon mutual written agreement of the parties.

29. Breach. Failure to fulfill the terms, conditions, and obligations of this Agreement may be determined to constitute a breach of this Agreement, which could result in termination.

30. Severability. Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement.

31. Governing Law. This Agreement shall be covered by and construed in accordance with the laws of the State of Washington.

32. No Third Party Beneficiaries. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

33. Successors and Assigns. All covenants, agreements, terms and conditions contained in this Agreement shall apply to and be binding upon the City and Seniors and their respective heirs, executors, administrators, successors, marital communities, and/or assigns.

34. Headings. The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed the date and year first written above.

BATTLE GROUND SENIOR CITIZENS, INC.

By: _____

Title: _____

CITY OF BATTLE GROUND

By: _____

Title: _____

Approved as to form:

By: _____
City Attorney