



**RIDGEFIELD CITY COUNCIL
MEETING AGENDA**

**Thursday, December 19, 2024
RACC - Columbia Assembly Room
510 Pioneer Street, Ridgefield, WA 98642**

I. GENERAL SESSION CALL TO ORDER - 6:30 PM

- 1. Flag Salute**
- 2. Roll Call**
- 3. Late changes to the agenda**

II. APPOINTMENTS

- 1. Reappointment of Parks Board Member, Position No. 4**
- 2. Reappointment of Parks Board Member, Position No. 5**
- 3. Reappointment of Planning Commission Member, Position No. 7**
- 4. Appointment of Planning Commission Member, Position No. 5**
- 5. Appointment of Civil Service Commission Member, Position No. 2**
- 6. Reappointment of Roundabout Committee Member, Position No. 4**

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

IV. CONSENT AGENDA

- 1. Approval of Claims And/Or Payroll**
- 2. Approval of Minutes from the December 5, 2024 Meeting**
- 3. Approval of an Interlocal Agreement Between the City of Ridgefield and Clark County for Administration of Tax Increment Financing**

4. **Approval of EMS Interlocal Cooperation Agreement**
5. **Approval of Washington State Legislative Agenda**
6. **Approval of Federal Legislative Agenda**

V. PRESENTATION

1. **Ridgefield Main Street - Lee Knottnerus, Deputy City Manager**

VI. BUSINESS

1. **Motion - Approval of Paradise Pointe Park Master Plan - Corey Crownhart, Park Manager**
2. **Second Reading of Ordinance No. 1441 - Ridgefield Parks Board Membership - Lee Knottnerus, Deputy City Manager**
3. **Motion - Approval of the Collective Bargaining Agreement with the Chauffeurs, Teamsters and Helpers, Local 58 - Lee Knottnerus, Deputy City Manager**
4. **Motion - Approval of Updated Water System Development Charge (SDC) Rates. - Kirk Johnson, Finance Director**
5. **Motion - Award of Design and Environmental Services Contract for Hall and Elm Community Development Block Grant Project - Chuck Green, Public Works Director**
6. **Motion - Pioneer Widening and Discovery Drive (50th Place) Roundabout Project Update and Approval of Combined Change Orders - Chuck Green, Public Works Director**

VII. PUBLIC HEARING/BUSINESS

1. **Public Hearing and Approval of Resolution No. 657 - 2025-2030 Transportation Improvement Program - Chuck Green, Public Works Director**

VIII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. **Council**
2. **Mayor**
3. **City Manager**

X. EXECUTIVE SESSION

1. **Pursuant to RCW 42.30.110(b) - To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such**

consideration would cause a likelihood of increased price

XI. ADJOURN

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Approval of Claims And/Or Payroll

GOVERNING LEGISLATION

Revised Code of Washington Title 35A

PREVIOUS COUNCIL ACTION TAKEN:

The City Council approves claims and/or payroll of the City on a regular basis

SUMMARY/BACKGROUND:

Vendor claims

BUDGET/FINANCIAL IMPACTS:

See vendor details attached

RECOMMENDED ACTION OR MOTION:

Approve the claims and/or payroll by making the following motion:

"I move to approve the consent agenda as presented"

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. December 19, 2024 Claims Report

City of Ridgefield

Claims Payment Report

For Approval on:

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Sum of Amount					
Vendor Name	Vendor Number	Invoice Number	Resp. Department	Description	Total
ACTIVE CONSTRUCTION INC.	4038	C2024-019-04	Public Works	10.2024 Pioneer Widening Construction	1,716,372.34
ACTIVE CONSTRUCTION INC. Total					1,716,372.34
Adams Randy	UB*01089	(blank)	Genl Govt/Facilities	Refund Check 008207-000 1760 S 18th Cir	129.90
Adams Randy Total					129.90
ANDERSON GLASS COMPANY	4086	I155250	Public Works	Overlook Park Replacement Mirrors	315.37
ANDERSON GLASS COMPANY Total					315.37
AQUATIC INFORMATICS INC.	3337	111078	Public Works	10.2024 Web Tests	127.18
AQUATIC INFORMATICS INC. Total					127.18
ASSOCIATED CONSULTANTS INC.	1030	24-138-04	Community Development	Pioneer Village Building 13 Plan Review	427.50
		24-212-01	Community Development	Outer Rim Bicycle Mezzanine Plan Review	475.00
ASSOCIATED CONSULTANTS INC. Total					902.50
BACKWOOD BARK	3944	15201	Genl Govt/Facilities	11.2024 Yard Debris Removal & Soil Mix	4.48
			Public Works	11.2024 Yard Debris Removal & Soil Mix	2,337.03
			Community Development	11.2024 Yard Debris Removal & Soil Mix	20.00
BACKWOOD BARK Total					2,361.51
BANNER BANK - EPAY	3533	3533-202412	Genl Govt/Facilities	PW Ops Center Bond	176,471.00
BANNER BANK - EPAY Total					176,471.00
Bernabe Danilo	UB*01088	(blank)	Genl Govt/Facilities	Refund Check 012348-000 1838 S 46th Pl	9.93
Bernabe Danilo Total					9.93
BLUEFIN PAYMENT SYSTEMS - EPAY	2827	2827-202411A	Public Works	11.2024 Customer Web Payments	6,972.87
		2827-202411B	Public Works	11.2024 Customer Web Payments	71.85
BLUEFIN PAYMENT SYSTEMS - EPAY Total					7,044.72
BLUEROCK VENTURES LLC	4073	1003	Public Works	11.2024 Rec Center Project Management	19,162.50
BLUEROCK VENTURES LLC Total					19,162.50
BRITTANI FREIMUTH	3418	3418-20241219	Human Resources	5.2024-11.2024 Mileage & Expense Reimb. - Freimuth	304.56
BRITTANI FREIMUTH Total					304.56
BRUCE D PARK	4091	01-115-24	Public Safety	AR-15 Armorer Certification Training	7,500.00
BRUCE D PARK Total					7,500.00
BSK ASSOCIATES	2119	VH03315	Public Works	11.2024 Coliform Testing	2,225.50
BSK ASSOCIATES Total					2,225.50
Call Micheal	UB*01092	(blank)	Genl Govt/Facilities	Refund Check 011629-000 2401 S 17th Way	77.84
Call Micheal Total					77.84
CASCADE CENTERS INC.	3969	19674	Genl Govt/Facilities	12.2024 Employee Assistance Program	169.49
			Public Safety	12.2024 Employee Assistance Program	140.42
			Public Works	12.2024 Employee Assistance Program	135.09
			Community Development	12.2024 Employee Assistance Program	105.00
CASCADE CENTERS INC. Total					550.00
CFM STRATEGIC COMMUNICATIONS INC.	2551	28625	Genl Govt/Facilities	11.2024 Lobbyist	5,200.00
CFM STRATEGIC COMMUNICATIONS INC. Total					5,200.00
CINTAS CORPORATION NO 2	3497	5241804403	Genl Govt/Facilities	11.2024 First Aid Supplies - PW Ops	18.13
			Public Works	11.2024 First Aid Supplies - PW Ops	252.47

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CINTAS CORPORATION NO 2	3497	5241804403	Community Development	11.2024 First Aid Supplies - PW Ops	80.83	
		5241804406	Genl Govt/Facilities	11.2024 First Aid Supplies - RACC	23.38	
			Community Development	11.2024 First Aid Supplies - RACC	48.49	
		5241804404	Genl Govt/Facilities	11.2024 First Aid Supplies - CH	60.38	
CINTAS CORPORATION NO 2 Total					483.68	
CLARK COLLEGE	100	0100-20241219	Public Works	Union Ridge Parkway Easement Development	773,012.00	
CLARK COLLEGE Total					773,012.00	
CLARK COUNTY	0102	CI070244	Judicial	10.2024 Pretrial Supervision & Investigations	2,004.20	
CLARK COUNTY Total					2,004.20	
CLARK COUNTY FIRE DISTRICT #5	0104	50039	Genl Govt/Facilities	Confined Space Entry - PWFAC	12.27	
			Public Works	Confined Space Entry - PWFAC	87.73	
			Community Development	Confined Space Entry - CDD	400.00	
CLARK COUNTY FIRE DISTRICT #5 Total					500.00	
CLARK COUNTY TREASURERS OFFICE	0554	SIF202411	Genl Govt/Facilities	School Impact Fees	118,160.00	
CLARK COUNTY TREASURERS OFFICE Total					118,160.00	
CLARK PUBLIC UTILITIES - EPAY	0110	7559-485-202411	Genl Govt/Facilities	230 Pioneer St.	238.42	
				487 S 56th Pl. - PW Ops Center	55.30	
				Public Safety	101 Mill St Ste B - Police Station	323.98
				Public Works	City Park/Water Well	5,094.99
				400 N Abrams Park Rd	1,273.38	
				1504 NW Intertie 3 - Water	1,491.80	
				487 S 56th Pl. - PW Ops Center	643.00	
				255 S 56th Pl - Electricity	3,308.05	
				487 S 56th Pl.- PW Ops Center	246.49	
				2300 N 3rd Way Bellwood Trail Lights	37.18	
				800 NE 264 St Intertie 1 - Water	607.17	
				S 5th St and S Union Ridge Pkwy	87.34	
				Pioneer St. & Gee Creek Loop - Electricity	37.90	
				109 W Division St - Electricity	83.02	
				911 N 65th Ave Intertie 2 - Water	95.45	
				N Abrams Park/E Division	188.98	
				101 S Main Ave & Overlook Park	78.07	
				337 S Royal Rd.	198.42	
				N 1st Cir & N 65th Ave - Park & Ride	80.63	
				301 N 3rd Ave	340.84	
				SR/Pioneer ST & S 65 AVE	80.45	
				Municipal Lighting Lease	11,087.89	
				N 35th Ave and Pioneer St	83.37	
				535 N Abrams Park Rd.	22.28	
				214 S Riverview Dr	110.65	
				SR/Pioneer St & S 56 PL	175.55	
				3701 N 3rd Cir - Electricity	37.63	
				Traffic Signal - Hillhurst/Royal Rd.	73.74	
				512 N Allen Dr - Electricity	37.45	
				Overlook Park - Electricity	85.14	

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CLARK PUBLIC UTILITIES - EPAY	0110	7559-485-202411	Community Development Public Works	487 S 56th Pl. - PW Ops Center 487 S 56th Pl. - PW Ops Center	114.35 12.54
CLARK PUBLIC UTILITIES - EPAY Total					26,431.45
CLARK REGIONAL WASTEWATER DISTRICT - EPAY	0741	0741-202411	Genl Govt/Facilities Public Works Community Development Public Works	487 S 56th Pl - PW Ops Center - Sewer 109 W Division WWTP - CRWWD Portion - Sewer 230 Pioneer St City Hall - Sewer 535 N Abrams Park Rd. 487 S 56th Pl - PW Ops Center - Sewer 101 S Main Ave - Overlook Park Abrams Park Concessions Sewer 109 W Division WWTP - Sewer Abrams Park Kitchen - Sewer 255 S 56th Pl Well & Reservoir - Sewer Abrams Park Restrooms - Sewer 487 S 56th Pl - PW Ops Center - Sewer 487 S 56th Pl - PW Ops Center - Sewer	3.93 76.30 117.89 119.68 63.07 53.26 43.68 76.29 48.47 38.90 86.17 8.11 0.89
CLARK REGIONAL WASTEWATER DISTRICT - EPAY Total					736.64
CLEARGOV INC.	3109	2024-16022	Information Technology	2025 ClearGov Transparency Suite Subscription	4,410.45
CLEARGOV INC. Total					4,410.45
COLUMBIAN PUBLISHING	0116	49832	Public Works Finance 49769 Community Development Finance 49765 Community Development	UB Water Rate Increase UB Stormwater Rate Increase Property Tax Increase Carty Rd Development Code 2025 Proposed Budget Proposed Zone Change: Royle Ridge RMUO Expansion	43.20 46.80 48.60 73.80 68.40 102.60
COLUMBIAN PUBLISHING Total					383.40
COMCAST - EPAY	2271	2271-202412	Genl Govt/Facilities Public Safety Public Works Community Development	RACC Internet Services CH Communicatons PW OPS Internet Services CH Internet Services PW Ops Communications PD Communications-101 Mill PW OPS Internet Services PW Ops Communications Union Ridge & 5th St Traffic Light RACC Internet Services PW OPS Internet Services PW Ops Communications	65.34 66.65 10.40 409.43 13.80 78.11 168.96 224.59 139.85 135.45 21.44 28.47
COMCAST - EPAY Total					1,362.49
COMCAST BUSINESS - EPAY	1666	226471785	Genl Govt/Facilities Public Works Community Development 226471790 Public Safety	11.2024 Communications â€ 487 S 56th Pl. â€ PW Ops Center 11.2024 Communications â€ 487 S 56th Pl. â€ PW Ops Center 11.2024 Communications â€ 487 S 56th Pl. â€ PW Ops Center 11.2024 Communications â€ 101 Mill St. Police Station	101.47 1,653.05 209.50 911.23
COMCAST BUSINESS - EPAY Total					2,875.25
COOK SECURITY GROUP	2268	01159886	Genl Govt/Facilities	12.2024-11.2025 Alarm Monitoring - CH	391.32

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COOK SECURITY GROUP Total					391.32
CORE & MAIN LP	2906	W024144	Public Works	Universal Meter Wrench	287.94
CORE & MAIN LP Total					287.94
CT PUBLISHING LLC	3753	283133	Public Works	I-5 Overpass Decorative Fence	465.80
		286083	Public Works	Sanderling Park Development Agreement	142.80
		285807	Public Works	Six-Year Transportation Improvement Plan	105.40
		285902	Genl Govt/Facilities	2024 Hometown Celebration Ad	500.00
CT PUBLISHING LLC Total					1,214.00
DATEC INC	0136	64697	Public Safety	PD Vehicle Printers & Scanners	2,222.92
DATEC INC Total					2,222.92
DEPARTMENT OF LICENSING - EPAY	0154	RG0001754-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001752-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001756-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001753-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001750-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001748-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001755-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001749-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001747-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001744-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001751-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001745-2024	Genl Govt/Facilities	CPL Fees	18.00
		RG0001757-2024	Genl Govt/Facilities	CPL Fees	21.00
		RG0001746-2024	Genl Govt/Facilities	CPL Fees	18.00
DEPARTMENT OF LICENSING - EPAY Total					261.00
DICK'S TIRE FACTORY	0158	D14380	Public Safety	2022 Explorer 73432D - Oil Change	62.26
		D15009	Public Safety	2015 Explorer 55294D - Oil Change	62.26
		D15353	Public Safety	2015 Explorer 55293D - Oil Change Radiator Svc Wiper Replace	295.59
		D15037	Public Safety	2016 Explorer 59463D - Oil Change	73.07
DICK'S TIRE FACTORY Total					493.18
ELCOR INC	2081	OCBF-18358	Public Safety	11.2024 GCC Monthly Billing	1,443.64
			Public Works	11.2024 GCC Monthly Billing	1,388.79
			Community Development	11.2024 GCC Monthly Billing	1,079.48
			Information Technology	11.2024 GCC Monthly Billing	1,742.77
		18421	Information Technology	Battery Replacement - Lashua	129.90
		18422	Public Safety	3CX Enterprise 32 Simultaneous License Renewal	468.99
			Public Works	3CX Enterprise 32 Simultaneous License Renewal	451.18
		MSG-18357	Community Development	3CX Enterprise 32 Simultaneous License Renewal	350.69
			Information Technology	3CX Enterprise 32 Simultaneous License Renewal	566.17
			Public Safety	11.2024 IT Services	5,742.95
			Public Works	11.2024 IT Services	5,524.75
			Community Development	11.2024 IT Services	4,294.27
			Information Technology	11.2024 IT Services	6,932.92
		ELCOR INC Total			
ENCORE ONE LLC	3890	606255	Genl Govt/Facilities	11.2024 Janitorial Services	313.97

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ENCORE ONE LLC	3890	606255	Public Safety	11.2024 Janitorial Services	840.60
			Public Works	11.2024 Janitorial Services	435.40
			Community Development	11.2024 Janitorial Services	72.97
			Public Works	11.2024 Janitorial Services	140.19
ENCORE ONE LLC Total					1,803.13
ERIC L EISEMANN	0485	0485-202411	Community Development	11.2024 Planning Consulting Services	3,000.00
ERIC L EISEMANN Total					3,000.00
Ewald Christopher & Jena	UB*01091	(blank)	Genl Govt/Facilities	Refund Check 007776-000 1509 N Heron Dr	31.48
Ewald Christopher & Jena Total					31.48
FIFTH ASSET INC.	3974	DB2003943	Information Technology	2025 DebtBook Subscription	11,413.50
FIFTH ASSET INC. Total					11,413.50
GISI MARKETING GROUP	2811	286915	Public Works	2025 Utility Postcard	238.06
GISI MARKETING GROUP Total					238.06
GLOBAL GEOPHYSICS LLC	4062	114-0830.000	Public Works	Cemetery Grave Inventory	24,600.00
GLOBAL GEOPHYSICS LLC Total					24,600.00
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC.	3447	4643289	Genl Govt/Facilities	12.2024 PW Ops Alarm Monitoring Services	6.62
			Public Works	12.2024 PW Ops Alarm Monitoring Services	92.06
			Community Development	12.2024 PW Ops Alarm Monitoring Services	29.47
GLOBAL SECURITY & SAFETY COMMUNICATIONS INC. Total					128.15
GROUND'S EQUIPMENT MAINTENANCE (GEM)	4087	4087-20241205	Public Works	GEM Association Membership - Sampson	50.00
GROUND'S EQUIPMENT MAINTENANCE (GEM) Total					50.00
HAMPTON AUTO GLASS	0906	66905	Genl Govt/Facilities	PWFAC 2021 Kenworth Hook Truck Windshield Replacement	64.05
			Public Works	PWFAC 2021 Kenworth Hook Truck Windshield Replacement	457.90
HAMPTON AUTO GLASS Total					521.95
HARPER HOUF PETERSON RIGHELLIS INC.	1678	59981	Public Works	10.2024 51st Roundabout & Pioneer Widening	127,429.72
		59978	Public Works	10.2024 Sanfilippo City Boundary Line Adjustment	8,989.34
HARPER HOUF PETERSON RIGHELLIS INC. Total					136,419.06
HARRY'S KEY SERVICE INC.	0982	56910	Genl Govt/Facilities	City Hall Safes Combo Changes	156.53
HARRY'S KEY SERVICE INC. Total					156.53
HD SUPPLY INC.	3886	INV00549404	Public Works	PWWTR Printer Cartridge	104.98
		INV00543258	Public Works	PWWTR Inverted Paint & Diffuser Gasket	153.99
		INV00541870	Public Works	PWWTR Equipment Vanton Pump Oil	52.06
			Public Works	PWWTR Chemical Injector	242.34
HD SUPPLY INC. Total					553.37
Hill Maxwell & Rebecca	UB*01094	(blank)	Genl Govt/Facilities	Refund Check 014424-000 3155 S Cedar Ridge Dr	2.68
Hill Maxwell & Rebecca Total					2.68
HOME DEPOT VISA - EPAY	1805	7011484	Genl Govt/Facilities	Drill Kit - Embry	26.90
			Public Works	Drill Kit - Embry	80.71
		7352255	Genl Govt/Facilities	Drill Bits & Rotary Hammer	45.19
			Public Works	Drill Bits & Rotary Hammer	323.02
		5044279	Public Works	Sidewalk Repair - Concrete & Sponges	16.02
HOME DEPOT VISA - EPAY Total					491.84
HONEY BUCKETS	0223	0554568275	Public Works	11/29/2024-12/26/2024 Davis Park Port-a-Potty	373.00
HONEY BUCKETS Total					373.00
INTERMEDIA.NET INC.	3804	2412112976	Information Technology	11.2024 Voice Service Charges	96.15

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INTERMEDIA.NET INC. Total					96.15
J2 BLUE PRINT SUPPLY	0243	AR160799	Genl Govt/Facilities	2024 Hometown Celebration	655.47
J2 BLUE PRINT SUPPLY Total					655.47
JANEAN Z PARKER	2199	21	Public Works	11.2024 Legal Services	825.00
			Community Development	11.2024 Legal Services	68.75
			Legal	11.2024 Legal Services	5,568.75
JANEAN Z PARKER Total					6,462.50
JONES LANDSCAPE INC.	0743	55689	Public Works	Grape Roundabout Repair	2,499.33
JONES LANDSCAPE INC. Total					2,499.33
JOSUE M YAM NOH	4027	I-001-02051	Community Development	CDD 2013 Ford Escape 48618D - Upholstery Work	450.00
JOSUE M YAM NOH Total					450.00
KELSEY JONES	4088	4088-20241205	Genl Govt/Facilities	Bennet Hall Reservation Deposit Refund - Kelsey Jones	150.00
KELSEY JONES Total					150.00
KIRK JOHNSON	1716	1716-20241219	Finance	09.2024-11.2024 Mileage Reimb. - Kirk Johnson	150.08
KIRK JOHNSON Total					150.08
LANGUAGE LINE SERVICES INC.	3122	11470022	Judicial	11.2024 Interpreting Services - PD	55.10
LANGUAGE LINE SERVICES INC. Total					55.10
Lathim Andrew	UB*01090	(blank)	Genl Govt/Facilities	Refund Check 016335-000 1834 S Dusky Dr	5.04
Lathim Andrew Total					5.04
MACKAY AND SPOSITO INC.	0899	053018	Public Works	11.2024 Gee Creek Trail Heron to Main	4,485.13
MACKAY AND SPOSITO INC. Total					4,485.13
MARGUERITE SAMMS COACHING AND CONSULTING	4090	503715921	Genl Govt/Facilities	Business License Refund 503715921	50.00
MARGUERITE SAMMS COACHING AND CONSULTING Total					50.00
MARTA L. OCHOA-RUTHERFORD	3396	706	Judicial	11.21.2024 Interpreting Services	130.00
MARTA L. OCHOA-RUTHERFORD Total					130.00
MAUL FOSTER ALONGI INC.	0834	64213	Public Works	11.2024 Park Laundry Site Cleanup & Environmental Services	7,082.50
MAUL FOSTER ALONGI INC. Total					7,082.50
NEW DAY PEST MANAGEMENT LLC	4004	12253	Genl Govt/Facilities	12.2024 Pest Control - CH	107.61
		12256	Genl Govt/Facilities	12.2024 Pest Control - PW Ops	8.37
			Public Works	12.2024 Pest Control - PW Ops	116.34
			Community Development	12.2024 Pest Control - PW Ops	37.25
		12271	Public Works	12.2024 Pest Control - Bennett Hall	107.61
		12257	Genl Govt/Facilities	12.2024 Pest Control - 109 Division	107.61
NEW DAY PEST MANAGEMENT LLC Total					484.79
NORTH COAST ELECTRIC COMPANY	4057	291569	Public Works	PWSTW 2016 Ford F-2500 63638D - Oil Change	77.82
			Community Development	PWSTW 2016 Ford F-2500 63638D - Oil Change	6.31
		S013924230.001	Public Works	Street Lights - Service Charge	31.22
		S013605877.011	Public Works	Acorn Light Pole Fixtures	2,081.52
		S013605877.013	Public Works	Hapco Light Poles	24,828.06
NORTH COAST ELECTRIC COMPANY Total					27,024.93
NORTHWEST NATURAL GAS - EPAY	0315	0315-202411	Genl Govt/Facilities	11.2024 109 Division PW Shop - Natural Gas	1.67
				11.2024 487 S 56th PW Ops #A - Natural Gas	4.43
				11.2024 487 S 56th PW Ops #B - Natural Gas	170.18
				11.2024 230 Pioneer St City Hall - Natural Gas	337.37
			Public Safety	11.2024 101 Mill St Police Department - Natural Gas	257.41

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NORTHWEST NATURAL GAS - EPAY	0315	0315-202411	Public Works	11.2024 109 Division PW Shop - Natural Gas	26.29
				11.2024 487 S 56th PW Ops #A - Natural Gas	71.14
				11.2024 487 S 56th PW Ops #B - Natural Gas	2,684.90
			Community Development Public Works	11.2024 487 S 56th PW Ops #A - Natural Gas	9.14
				11.2024 109 Division PW Shop - Natural Gas	0.43
				11.2024 487 S 56th PW Ops #A - Natural Gas	1.00
				11.2024 487 S 56th PW Ops #B - Natural Gas	44.07
NORTHWEST NATURAL GAS - EPAY Total					3,608.03
ONE CALL CONCEPTS	0326	4119106	Public Works	11.2024 Excavation Notification/Modern Ticket Delivery	136.32
ONE CALL CONCEPTS Total					136.32
ON-HOLD CONCEPTS INC	2217	653511	Information Technology	12.2024 On-Hold Music Services	24.95
ON-HOLD CONCEPTS INC Total					24.95
PACIFIC POWER GROUP LLC	0819	508970	Public Works	Abram Park Generator Repair and Maint.	2,278.47
PACIFIC POWER GROUP LLC Total					2,278.47
PARKER PACIFIC DEVELOPMENT LLC	3765	4181	Public Works	Pioneer and 56th Pl Roundabout Repairs	2,880.55
		4180	Public Works	Pioneer and 56th Pl Roundabout Repairs	11,196.10
		4182	Public Works	Overlook Park Public Lavatory Facilities Maint	2,880.55
PARKER PACIFIC DEVELOPMENT LLC Total					16,957.20
PATRICK HILDRETH BRAND AND DESIGN	2372	3024	Genl Govt/Facilities	11.2024 General Design â€ Event Ads	463.24
				11.2024 General Design & PowerPoint Templates	416.90
			Public Works	11.2024 General Design â€ UB Postcards	169.86
PATRICK HILDRETH BRAND AND DESIGN Total					1,050.00
PBS ENGINEERING AND ENVIRONMENTAL LLC	0342	78346.000-2049	Public Works	10.2024 Hillhurst School Zone Safety Design	780.00
		78194.000-2431	Public Works	10.2024 Systemic Horizontal Curve Safety Improvements	17,986.25
		71069.009-1919	Public Works	10.2024 S Royle Rd 15th to 5th Way	342.50
		71402.000-2433	Public Works	09.2024-10.2024 S35th Ave Alternatives Analysis	2,192.60
		24010473-2105	Public Works	10.2024 11th St & S Timm Rd Safety Improvements	3,943.75
		0071402.000-13	Public Works	07.2024 S35th Ave Alternatives Analysis	3,626.25
PBS ENGINEERING AND ENVIRONMENTAL LLC Total					28,871.35
PETERSON CAT	1767	PC2A0013091	Public Works	Abram Park Wells Generator Maintenance	59.64
PETERSON CAT Total					59.64
Petrie Shawn & Christal	UB*01093	(blank)	Genl Govt/Facilities	Refund Check 010646-000 871 N 47th Ave	7.41
Petrie Shawn & Christal Total					7.41
PORTLAND ENGINEERING INC	2082	12707	Public Works	11.2024 Q178V Ridgefield Cellular Telemetry	228.27
PORTLAND ENGINEERING INC Total					228.27
RIDGEFIELD HARDWARE	0376	0376-202411	Genl Govt/Facilities	11.2024 Operational Supplies & Tools	81.14
			Public Works	11.2024 Operational Supplies & Tools	492.49
			Community Development	11.2024 Operational Supplies & Tools	4.20
RIDGEFIELD HARDWARE Total					577.83
SPRINGBROOK - GROUP EPAY	3544	241221926	Public Works	11.2024 UB Web Payments	1,034.88
SPRINGBROOK - GROUP EPAY Total					1,034.88
SPRINGBROOK SOFTWARE LLC	3444	INV-019223	Public Works	11.2024 Customer Web Payments	3,822.10
SPRINGBROOK SOFTWARE LLC Total					3,822.10
STERICYCLE INC	2504	8009196135	Genl Govt/Facilities	11.2024 Secure Shredding - RACC	12.38
				11.2024 Secure Shredding - CH	60.64

City of Ridgefield

Claims Payment Report

For Approval on:

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STERICYCLE INC	2504	8009196135	Community Development	11.2024 Secure Shredding - RACC	25.69
		8009141946	Genl Govt/Facilities	11.2024 Secure Shredding - PW Ops	5.47
			Public Safety	11.2024 Secure Shredding - PD	47.59
			Public Works	11.2024 Secure Shredding - PW Ops	88.98
			Community Development	11.2024 Secure Shredding - PW Ops	11.28
STERICYCLE INC Total					252.03
STEVEN SAMPSON	4079	4079-20241219	Public Works	WaterTreatment Plant Operator Test Reimb. - Sampson	106.00
STEVEN SAMPSON Total					106.00
THE MASTERS TOUCH LLC	1786	P93448	Public Works	11.2024 UB Final Bill - Postage	23.05
		93448	Public Works	11.2024 UB Final Billings	190.15
THE MASTERS TOUCH LLC Total					213.20
THE PARR COMPANY	0964	136533	Genl Govt/Facilities	Circle of Trees - Screws & Bits	74.38
		103860	Genl Govt/Facilities	PW Shop Sand Paper	1.04
			Public Works	PW Shop Sand Paper	16.74
		107849	Public Works	Streets Operational Supplies - Screws	491.22
		79515	Genl Govt/Facilities	PW Ops Door Trim	5.67
			Public Works	PW Ops Door Trim	78.88
			Community Development	PW Ops Door Trim	25.26
		108015	Public Works	Streets Operational Supplies - Shank Bit	10.53
		79510	Genl Govt/Facilities	PWFAC Scrapers	7.06
			Public Works	PWFAC Scrapers	50.49
		123548	Genl Govt/Facilities	Stanley Tape - Melroy	3.74
			Public Works	Stanley Tape - Melroy	33.65
		105829	Public Works	Saw Blade - Street Signs	15.96
		118988	Public Works	Streets Operational Supplies - Bolts	196.53
		128743	Public Works	Wishing Wells Street Sign Concrete Mix	15.62
		133102	Community Development	CDD Thermo Gloves	17.38
THE PARR COMPANY Total					1,044.15
TLC TOWING AND RECOVERY INC	3940	170012	Genl Govt/Facilities	PWFAC 2005 Chevy Silverado 3500 38655D - Brakeline Leak	189.90
TLC TOWING AND RECOVERY INC Total					189.90
TRAFFIC SAFETY SUPPLY	0432	INV076054	Public Works	Street Sign Mount	828.80
		INV076105	Public Works	Speed Advisory 20MPH & Arrow Symbol	108.75
		INV076142	Public Works	Street Sign Mounts & Anchor Bolts	178.00
		INV076192	Public Works	Yield Street Sign	134.20
		INV076053	Public Works	Yield Street Sign	123.00
TRAFFIC SAFETY SUPPLY Total					1,372.75
TRI-TECH FORENSICS INC	3056	01092285	Public Safety	DUI Blood Kits	132.61
TRI-TECH FORENSICS INC Total					132.61
UNIFIRST CORPORATION	3904	2240168457	Genl Govt/Facilities	12.03.2024 PWFAC Uniforms	10.70
				12.03.2024 PW Ops Floor Mats	2.73
			Public Works	12.03.2024 PWWTR Uniforms	40.53
				12.03.2024 PWFAC Uniforms	76.54
				12.03.2024 PW Ops Floor Mats	37.98
				12.03.2024 PWSTW Uniforms	46.69
			Community Development	12.03.2024 PW Ops Floor Mats	12.16

City of Ridgefield

Claims Payment Report

For Approval on:

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UNIFIRST CORPORATION	3904	2240168455	Genl Govt/Facilities	12.03.2024 Floor Mats - CH	16.46
		2240168454	Genl Govt/Facilities	12.03.2024 Floor Mats - RACC	3.41
			Community Development	12.03.2024 Floor Mats - RACC	7.08
		2240168456	Public Safety	12.03.2024 Floor Mats - PD	40.00
UNIFIRST CORPORATION Total					294.28
VERIZON WIRELESS - EPAY	0452	9979864985	Genl Govt/Facilities	11.2024 General iPad and Cellphones	43.73
				11.2024 PW iPad and Cellphones	36.10
			Public Safety	11.2024 PD iPad and Cellphones	701.47
			Public Works	11.2024 PW iPad and Cellphones	577.92
			Community Development	11.2024 CDD iPad and Cellphones	262.89
			Finance	11.2024 Finance iPad and Cellphones	43.73
			Executive	11.2024 Executive iPad and Cellphones	43.73
			Administration	11.2024 Admin iPad and Cellphones	350.60
			Council	11.2024 Council iPad and Cellphones	482.31
		9979864986	Public Works	11.2024 Hillhurst Pedestrian Crossing	145.17
			9979864987	Genl Govt/Facilities	11.2024 PW Cellphones
				11.2024 General Cellphones	142.61
		Public Safety		11.2024 PD Cellphones	665.33
		Public Works		11.2024 PW Cellphones	1,386.38
		Community Development		11.2024 CDD Cellphones	617.57
		Administration	11.2024 Admin Cellphones	237.48	
Council	11.2024 Council Cellphones	47.43			
VERIZON WIRELESS - EPAY Total					5,871.03
WALKER MACY LLC	3965	P3993.01-7	Public Works	06.2024-10.2024 Waterfront Park Master Plan	5,408.74
WALKER MACY LLC Total					5,408.74
WALTER E. NELSON COMPANY	3553	1911305	Genl Govt/Facilities	PW Shop Paper Products	26.93
			Public Works	PW Shop Paper Products	430.99
		1910113	Genl Govt/Facilities	CH Paper Products	123.94
WALTER E. NELSON COMPANY Total					581.86
WAPITI NW LLC	2545	41846	Genl Govt/Facilities	PWFAC 2005 Chevy Silverado 3500 38655D - BrakeRepair	314.95
			Public Works	PWFAC 2005 Chevy Silverado 3500 38655D - BrakeRepair	2,251.34
WAPITI NW LLC Total					2,566.29
WASHINGTON STATE PATROL	0463	I2502883	Genl Govt/Facilities	11.2024 Background Checks - CPL	238.50
WASHINGTON STATE PATROL Total					238.50
WELLS FARGO	1681	202411-1681	Genl Govt/Facilities	11.2024 Wells Fargo Visa Credit Cards	17,056.06
WELLS FARGO Total					17,056.06
WESTERN CONFERENCE OF TEAMSTERS PENSION TR	2947	2947	Genl Govt/Facilities	Employer No. 415008 - 2024 Payroll Audit	2,283.86
WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST Total					2,283.86
WEX BANK - EPAY	3552	101436596	Genl Govt/Facilities	11.2024 PW Fuel	273.65
			Public Safety	11.2024 PD Fuel	3,273.96
			Public Works	11.2024 PW Fuel	4,388.16
			Community Development	11.2024 CDD Fuel	529.08
WEX BANK - EPAY Total					8,464.85
WILCO FARM STORE	0655	735791-6	Public Works	PWSTW/PWWTR Winter Gloves	156.19
WILCO FARM STORE Total					156.19

City of Ridgefield
Claims Payment Report
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WOODLAND SAW AND CYCLE INC.	2223	3840	Public Works	PWSTW Hedge Trimmers Maintenance	375.46
		3826	Public Works	PWSTW Hedge Trimmers Maintenance	351.74
WOODLAND SAW AND CYCLE INC. Total					727.20
WSP USA INC.	3338	40117662	Genl Govt/Facilities	07.2024-09.2024 Comprehensive Plan & System Plan Updates	4,888.29
			Public Works	07.2024-09.2024 Comprehensive Plan & System Plan Updates	19,898.33
			Community Development	07.2024-09.2024 Comprehensive Plan & System Plan Updates	67,099.58
WSP USA INC. Total					91,886.20
Grand Total					3,331,167.19

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Approval of Minutes from the December 5, 2024 Meeting

GOVERNING LEGISLATION

N/A

PREVIOUS COUNCIL ACTION TAKEN:

N/A

SUMMARY/BACKGROUND:

Staff has prepared the minutes for Council consideration of adoption for the Council meeting(s).

BUDGET/FINANCIAL IMPACTS:

N/A

RECOMMENDED ACTION OR MOTION:

Approve the minutes by making the following motion: 1. "I move to approve the consent agenda"

STAFF CONTACT:

ATTACHMENTS:

1. 12-05-2024



**CITY OF RIDGEFIELD, WASHINGTON
CITY COUNCIL MEETING MINUTES
DECEMBER 5, 2024**

Regular Meeting - 5:00 PM

I. STUDY SESSION - 5:00 P.M.

- 1. 2025 Federal Agenda Update - Joel Rubin, Page Strickler**
- 2. Washington State Legislative Agenda Update - Mike Burgess**

II. GENERAL SESSION CALL TO ORDER - 6:30 PM

- 1. Flag Salute**
- 2. Moment of Silence**

Moment of silence observed in honor of Officer Triber.

3. Roll Call

Present:

Mayor Ron Onslow
Mayor Pro Tem Matt Cole
Council Member Lee Wells
Council Member Judy Chipman
Council Member Clyde Burkle
Council Member Katie Favela
Council Member Rian Davis

4. Late changes to the agenda

III. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

Comments received during public testimony can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](https://www.ridgefieldwa.us/City-Council/Meeting-Audio-Files).

IV. CONSENT AGENDA

MOTION TO APPROVE AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Judy Chipman
SECONDER:	Council Member Rian Davis
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela, Council Member Davis

1. **Approval of Claims And/Or Payroll**
2. **Approval of Minutes from the November 21, 2024 Meeting**
3. **Approve the Mutual Aid Agreement between the City of Ridgefield and the Cowlitz Indian Tribe - Cathy Doriot, Police Chief**

V. PRESENTATION

1. **Presentation - Paradise Pointe Park Master Plan Concept Discussion - Corey Crownhart, Park Manager**

The Paradise Pointe Park Master Plan is on track for completion by December 31, 2024. Council reviewed the proposed final concept and provided feedback on recreation facilities, accessibility, natural integration, and overall esthetics.

VI. BUSINESS

1. **Motion to Approve the Selection of Build Alternative(s) to Carry Forward into the Environmental Impact Study phase for the S 35th Avenue Extension Project - Chuck Green, Public Works Director**

The S 35th Avenue Extension project aims to create a new connection from South 10th Way in the Gee Creek Plateau to Pioneer Street, replacing the outdated Bertsinger Road. The concept originated in the late 2000s when studies identified high costs and limited effectiveness of improving the Pioneer Street/Bertsinger Road and Pioneer Street/Reiman Road intersections. Since late 2022, the City has collected a per-lot traffic impact fee surcharge dedicated to this project, requiring funds to be used within six years. The Gee Creek Plateau Subarea Plan designates the 35th Avenue corridor as a primary circulation route. An alternatives analysis began in early 2023, featuring neighborhood meetings, a public open house, and community engagement via Ridgefield Roundtable. Input shaped alignment concepts prioritizing minimal impacts on properties, natural features, and historic structures, while enhancing multimodal connectivity and maintaining property lines. At the July 25, 2024 Study Session, three alternatives—Red, Orange, and Green—were selected for further analysis, with added evaluation criteria of multimodal travel and system connectivity. Further analysis, including a community meeting in September 2024, incorporated ongoing public feedback. The next project phase involves an Environmental Impact Study (EIS), scheduled for 2025 as part of the draft Capital Budget. City Council conducted a discussion on the proposed alternatives and provided feedback.

MOTION: MOVED TO STUDY THE GREEN AND RED ALTERNATIVES TO BE MOVED FORWARD INTO THE 35TH AVENUE EXTENSION ENVIRONMENTAL IMPACT STUDY PHASE OF THE PROJECT.

RESULT:	(UNANIMOUS)
MOVER:	Council Member Lee Wells
SECONDER:	Council Member Judy Chipman

AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela, Council Member Davis
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2. First Reading of Ordinance No. 1441 - Ridgefield Parks Board Membership - Lee Knottnerus, Deputy City Manager

The Parks Board currently consists of seven adult members, all required to live within city limits and be qualified electors, serving three-year terms. The proposed ordinance retains a seven-member board, modifying it to include six adult members and one youth member. The youth member would:

- Be 14-17 years old at the time of appointment.
- Reside within city limits.
- Serve a two-year term with the same rights and responsibilities as adult members, including preparing for, attending, and voting in meetings.

The youth member would represent youth perspectives on the City's parks and trails system, contributing to inclusive parks planning and design. This role aims to enhance youth engagement with the city park system and positively impact Ridgefield's youth community.

City Council held a discussion and conducted the first reading of the ordinance.

VII. PUBLIC HEARING/BUSINESS

1. Public Hearing and Second Reading of Ordinance No. 1439 - 2025 Proposed Budget - Kirk Johnson, Finance Director

The proposed 2025 budget includes \$63.9 million in revenues and \$86.9 million in expenses, resulting in a \$23 million decrease in the overall fund balance. It allocates \$26.3 million for operating expenses, \$31.4 million for capital projects, \$1.1 million for special revenues, \$10.9 million for capital services, and \$17.1 million for debt service. Key funding sources include \$3.1 million in new grants, \$3.5 million from new debt issuance, and \$21.9 million in transfers for capital projects. Transfers between funds total \$28.7 million, including \$0.9 million for operating funds, \$3.3 million for debt service, and \$24.2 million for capital projects. The budget supports the addition of four new full-time equivalent (FTE) positions: a facilities maintenance worker, a stormwater maintenance worker, and two water maintenance workers (one with a two-year sunset). It also removes the sunset designation on a grant writer position, increasing the total FTE count to 86.75, with 85 full-time and 3 part-time positions. The proposed budget leverages contingent and capital reserves, as well as 2024 LTGO bond funds, to support capital projects and initiatives, ensuring sufficient resources for the outlined expenditures.

Mayor Onslow Opened the Hearing: 8:11PM

No testimony was received.

Mayor Onslow Closed the Hearing: 8:12PM

MOTION: MOVED TO ADOPT ORDINANCE NO. 1439 AS PRESENTED.

RESULT:	(UNANIMOUS)
MOVER:	Mayor Pro Tem Matt Cole

SECONDER:	Council Member Katie Favela
AYES:	Mayor Onslow, Mayor Pro Tem Cole, Council Member Wells, Council Member Chipman, Council Member Burkle, Council Member Favela, Council Member Davis

2. Public Hearing and First Reading of Ordinance No. 1440 - Carty Road Subarea Development Code - Claire Lust, Community Development Director

The Carty Road Subarea, a 270-acre area of low-density residential land located east of NW Hillhurst Road and South Royle Road, is guided by the Carty Road Subarea Plan adopted by Council on July 28, 2022. In July 2024, staff distributed the first draft ("Draft 1") of the proposed development standards to approximately 30 stakeholders, including subarea property owners and residents who participated in the planning process, as well as others interested in the subarea's development. Stakeholder feedback was reviewed during Planning Commission meetings on August 7 and September 4, 2024. During these meetings, stakeholders provided input, and the Commission formally recommended requiring 100% native plantings in perimeter landscape buffers. Following a Council study session on September 12, 2024, staff revised the standards and issued a second draft ("Draft 2") on October 30, 2024. Key updates include:

- Cottage Housing: Allowed for constrained parcels with environmentally sensitive areas, provided adequate buffering.
- Lot Area and Density: Reduced the minimum lot size to 7,500 square feet but maintained an average density of 4 units per net developable acre.
- Setbacks and Landscaping: Adjusted the public street setback to 25 feet along Carty Road, with a frontage wall and enhanced landscaping requirements. Reduced side yard setbacks to 10 feet and increased rear yard setbacks to 20 feet.
- Perimeter Buffers: Required buffers only adjacent to unsubdivided properties, reduced width to 20 feet, and mandated 100% native plantings in separate tracts.
- Subdivision Standards: Introduced a master plan requirement for all subdivisions.
- Engineering Standards: Added references for Carty Road right-of-way design.

Council reviewed and discussed both Draft 1 and Draft 2 and provided feedback.

Mayor Onslow Opened the Hearing: 8:46PM

Public testimony received during a public hearing can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

Mayor Onslow Closed the Hearing: 8:50PM

First reading conducted.

VIII. PUBLIC COMMENT

Anyone requesting to speak to the Council regarding all items not subject to a specific Public Hearing may come forward at this time. Please state your name and limit comments to three minutes. Written comments may be submitted to the Clerk prior to the meeting.

Comments received during public testimony can be heard on the City's website under [City Council Meeting Audio Files | Ridgefield, WA \(ridgefieldwa.us\)](#).

IX. COUNCIL/PRESIDING OFFICER/STAFF REPORTS

1. Council

Council Member Burkle attended the Neighbors Helping Neighbors Board Meeting, Port of Ridgefield Meeting, City Manager Briefing, Vancouver Chamber Legislative Session, BIA Luncheon, and Lions Club Christmas Tree Lot Sale.

Council Member Davis participated in the Turkey Trot, Vancouver Chamber Legislative Session, and BIA Luncheon.

Council Member Favela participated in the CCF&R Ride-Along and Meeting, and Vancouver Chamber Legislative Session.

Council Member Wells attended the City Manager Briefing, Port of Ridgefield Meeting, Vancouver Chamber Legislative Session, and BIA Luncheon.

Council Member Chipman attended the CREDC Board Meeting, Vancouver Chamber Legislative Session, BIA Luncheon, and Neighbors Helping Neighbors.

Mayor Pro Tem Cole volunteered at the Turkey Trot and expressed gratitude for the community and council.

2. Mayor

Mayor Onslow announced his retirement from the City Council after 17 years of dedicated public service.

3. City Manager

Community Development Director Claire Lust provided an update on the Planning Commission meeting.

Deputy City Manager Lee Knottnerus shared the event schedule for the Hometown Celebration.

X. ADJOURN

9:14PM

Julie Ferriss, City Clerk

Ron Onslow, Mayor

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Approval of an Interlocal Agreement Between the City of Ridgefield and Clark County for Administration of Tax Increment Financing

GOVERNING LEGISLATION

RCW 39.34 - Interlocal Cooperation Act; RCW 39.114 - Tax Increment Financing

PREVIOUS COUNCIL ACTION TAKEN:

The City Council adopted Ordinance No. 1410 on November 2, 2023 implementing a Tax Increment Area.

SUMMARY/BACKGROUND:

The City implemented a Tax Increment Area (TIA) by vote of the City Council on November 2, 2023. The TIA was implemented to provide funding options for several high priority infrastructure projects supporting private development in the TIA. The infrastructure projects were needed to support development on the west and east side of I-5 and are estimated to spur up to \$700 million in private development and bring 1,900 new jobs into the city.

The Clark County Assessor's and Treasurer's office are responsible for collection of new property taxes for the TIA. Per RCW 39.114.020 (6), a local government may reimburse the county assessor and treasurer for the costs to administer the new taxing district. City staff worked closely with County staff to implement the new TIA which will be effective January 1, 2025. The County identified additional costs for software and staff time to implement the changes to the tax software program and implementation costs to administer the City's TIA. The City agrees the costs should be reimbursed to the County per the cost sharing model developed by County staff in coordination with multiple entities in Clark County.

Per RCW 39.34 (The Interlocal Cooperation Act) Municipal Entities may contract with one another to provide governmental services.

BUDGET/FINANCIAL IMPACTS:

The cost sharing model developed by the County in cooperation with multiple public agencies, the charge to the city for providing administration services for the TIA will be \$26,282 in year one and \$5,768 ongoing until the sunset of the TIA. The first year cost includes Ridgefield's portion of the development and testing costs for the software to manage the administration of the TIA. Ongoing costs after year one include labor and overhead to administer the ongoing program.

RECOMMENDED ACTION OR MOTION:

If the City Council chooses to approve the interlocal agreement, a motion would be:
"I move to approve the consent agenda as presented."

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. LTIF Interlocal Agreement - Expense reimbursement for county administration - City of Ridgefield

INTERLOCAL AGREEMENT CONCERNING CLARK COUNTY TREASURER & ASSESSOR AND THE CITY OF RIDGEFIELD FOR ADMINISTRATION OF TAX INCREMENT FINANCING

THIS IS AN INTERLOCAL AGREEMENT among the City of Ridgefield, WA, hereinafter referred to as the "City", and the Clark County Assessor, hereinafter referred to as the "Assessor" and the Clark County Treasurer hereinafter referred to as the "Treasurer", whereby the City agrees to reimburse the County for expenses that the Assessor and Treasurer incur to administer the City's Tax Increment Area.

WHEREAS, pursuant to RCW 39.34.080, one or more public agencies may contract with one another to perform governmental services which each itself is, by law, authorized to perform; and

WHEREAS, pursuant to RCW Chapter 39.114, local governments including ports, cities, or the county or combination thereof may adopt an ordinance to designate a Tax Increment Area ("TIA") to fund public improvements utilizing tax increment financing; and

WHEREAS, TIA's are limited to no more than two per local government and may not exceed a combined taxable assessed value of more than \$200,000,000; and

WHEREAS, the City approved its TIA with **Ordinance No. 1410** on Nov 2, 2023 ("the City's TIA"); and

WHEREAS, pursuant to RCW 39.114.020 (1)(e), an ordinance must set a sunset date for the increment area, which may be no more than 25 years after the first year in which tax allocation revenues are collected from the increment area; and

WHEREAS, pursuant to RCW 39.114.050 (2), the apportionment of tax allocation revenues must cease when the taxing district certifies to the county assessor in writing that tax allocation revenues are no longer necessary or obligated to pay public improvement costs, but in no event shall the apportionment of tax allocation revenues continue beyond the sunset date established pursuant to RCW 39.114.020(1)(e); and

WHEREAS, pursuant to RCW 39.114.020 (6), a local government may reimburse county assessors and county treasurers for their costs as provided in RCW 39.114.010(6)(e), including expenses incurred in revaluing real property for the purpose of determining the tax allocation base value by a county assessor under chapter 84.41 RCW and expenses incurred by a county treasurer under chapter 84.56 RCW in apportioning the taxes and complying with this chapter and other applicable law. "Expenses incurred" means actual staff and software costs directly related to the implementation and ongoing administration of increment areas under RCW Chapter 39.114; and

Reimbursement for Administration of Tax Increment Areas

WHEREAS, the City, the Assessor and the Treasurer desire to establish a mechanism by which the City shall reimburse the Assessor and Treasurer for costs incurred pursuant to RCW 39.114.020(6).

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose.

The purpose of this Agreement is to establish a mechanism by which the City shall reimburse the Assessor and the Treasurer pursuant to RCW 39.114.020(6) for their costs, including one-time and ongoing expenses, incurred related to the implementation and administration of the City's TIA (hereinafter, "County Costs").

2. Participation and Duration.

Participation in this Agreement is a commitment for the duration of the City's TIA or until the City has certified to the county assessor in writing that the tax allocation revenues are no longer necessary or obligated to pay public improvement costs. Notwithstanding that commitment, this Agreement may be terminated pursuant to the terms of Paragraph 7 of this Agreement.

3. Cost Recovery Model.

The County Costs to be reimbursed under this Agreement shall be calculated using a cost recovery model based upon the following three (3) primary factors:

- County software development costs
- The number of parcels within the City's TIA
- Initial set up costs versus ongoing administrative costs

The Cost Recovery Model is attached hereto as **Exhibit A – Cost Recovery Model**. The Cost Recovery Model uses a blended hourly rate and is subject to change with 30 calendar days' notice to the City.

The County will review the Cost Recovery Model annually to ensure hourly estimates are in alignment with the actual hours expended to administer the City's TIA. Estimates will be sent to the City by July 31 of the year proceeding the billing for the reimbursement of County Costs.

4. Reimbursement of expenses: invoicing and payment.

The City will reimburse County Costs in the first year in which taxes are apportioned to the City for each approved tax increment area and for the duration of the City's TIA .

The Assessor or the Treasurer will invoice the City for any County Costs to be reimbursed by September 1 of each year this Agreement is in effect. The City will submit payment by the following October 31. Any disputes regarding the amounts invoiced

Reimbursement for Administration of Tax Increment Areas

should be in writing to the Assessor and Treasurer prior to the payment due date.

5. Dispute Resolution.

In the event the City disputes any portion of an invoice, the City shall promptly notify the Assessor and Treasurer in writing of the disputed portion within ten (10) days of the date of the invoice. The City shall deduct the disputed portion from such payment and pay the undisputed balance of the invoice to the Treasurer (without waiver of and with full reservation of rights). After receipt of such notice, the City, the Assessor and the Treasurer shall promptly work together to resolve the dispute and once resolved, the City shall promptly pay the amount still owing, if any.

6. Governing Law.

This Agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

7. Termination.

The Assessor or the Treasurer may terminate this Agreement upon 90 days written notice to the other parties. The City may terminate this Agreement upon at least 45 days written notice to the Assessor and the Treasurer.

8. Entire Agreement.

This Agreement constitutes the entire agreement between parties, superseding any and all previous written and oral contracts and agreements. This Agreement may not be changed unless amended in writing and accepted by all parties.

Reimbursement for Administration of Tax Increment Areas

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this
_____ day of December, 2024.

City of Ridgefield, WA

Signature: _____

Printed Name: Steve Stuart

Title: City Manager

Date: _____

Clark County Assessor

Signature: _____

Printed Name: Peter Van Nortwick

Title: Clark County Assessor

Date: _____

Clark County Treasurer

Signature: _____

Printed Name: Alishia Topper

Title: Clark County Treasurer

Date: _____

Approved as to Form Only
Stephen Archer
Deputy Prosecuting Attorney, Civil
Division

By: _____
Deputy Prosecuting Attorney

Cost Recovery of Expenses Incurred

City of Ridgefield / Ordinance 1410

Ordinance adopted: November 2, 2023

Expected completion date: December 31, 2049

Parcel count: 130

Development Allocation

System coordination, development, testing and implementation
allocated for each approved tax increment area

	Year 1	Year 2	Years 3 - 25
\$	15,570.00	\$ -	\$ -

Administration of Tax Increment Area

Description of administrative services provided

Maintain property accounts, TCA maintenance, splits/merges, mapping
Set up accounting, approved/release disbursements, financial reporting
Technical support for PACS, monitors, and property group codes
Assess LTIF properties in increment areas (Commercial)
Assess LTIF properties in increment areas (Residential)
Set up LTIF, capture base values, certify levies with LTIF components
Reporting and distribution
Billing and collection of LTIF property taxes
LTIF implementation and planning support
Appeals review, response, and cases

Forecasted Hours	Forecasted Hours	Forecasted Hours
16	8	8
4	4	4
8	2	2
16	16	16
10	6	6
2	2	2
6	6	6
36	6	6
6	6	6
Total estimated hours	56	56

Blended rate (wages, benefits, and indirect costs)

\$	103.00	\$	103.00	\$	103.00
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Administration expenses incurred

\$	10,712.00	\$	5,768.00	\$	5,768.00
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Total expenses to be reimbursed

\$	26,282.00	\$	5,768.00	\$	5,768.00
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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 [DATE] 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

Email

City of La Center:

City of La Center
Attn: City Mayor
210 East Fourth Street
La Center, WA 98629

Email

City of Battle Ground:

City of Battle Ground
Attn: City Manager
109 SW 1st Street
Battle Ground, WA 98604

Email

City of Ridgefield:

City of Ridgefield
Attn: City Manager
P.O. Box 608
Ridgefield, WA 98642

Email

City of Woodland:

City of Woodland
Attn: City Mayor
230 Davidson Avenue
Woodland, WA 98674
Email: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~~
Kathleen Otto, County Manager

Rebecca, Messinger, Clerk to the
Council

Approved as to form:



~~Leslie Lopez, Chief Civil Deputy~~
Prosecuting Attorney ^{SA}

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. Contractor 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	<i>Best Effort</i>
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	<i>Best Effort</i>
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	<i>Best Effort</i>

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 as 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 Contractor'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 Fee 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 5 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.

- 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.

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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:
Title: City Manager
Date Signed:

By:
Title:
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	<u>\$209.09</u>
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	<u>\$209.09</u>
Weighted Charge (A) =	\$1,736.16

ALS (Non-9-1-1 (Routine) Transport Response within EMS2

Bundled Emergency Base Charge	\$1,145.29
Mileage Charge: multiply the proposed per-mile charge times 17	<u>\$507.79</u>
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	<u>\$507.79</u>
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
<u>Routine</u> <u>For the EMSD2 area only</u>	<u>Non-9-1-1 ≥ 80% Compliance</u>		
	<u>Scheduled</u> <u>(Promised Pick-Up Time)</u>	<u>Non-scheduled</u>	<u>Remote (rural)</u>
<u>Transporting Ambulance</u>	<u>≤ 30 mins</u> <u>(12 hr Pre-scheduled)</u>	<u>≤ 120 mins</u> <u>(less than 12 hr Pre-scheduled)</u>	<u>Best Effort</u>

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

<u>Compliance %</u>	<u>Liquidated Damages</u>
<u>≥75% <80%</u>	<u>\$5,352</u>
<u>≥70% < 75%</u>	<u>\$8,028</u>
<u><70%</u>	<u>\$10,035</u>

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.

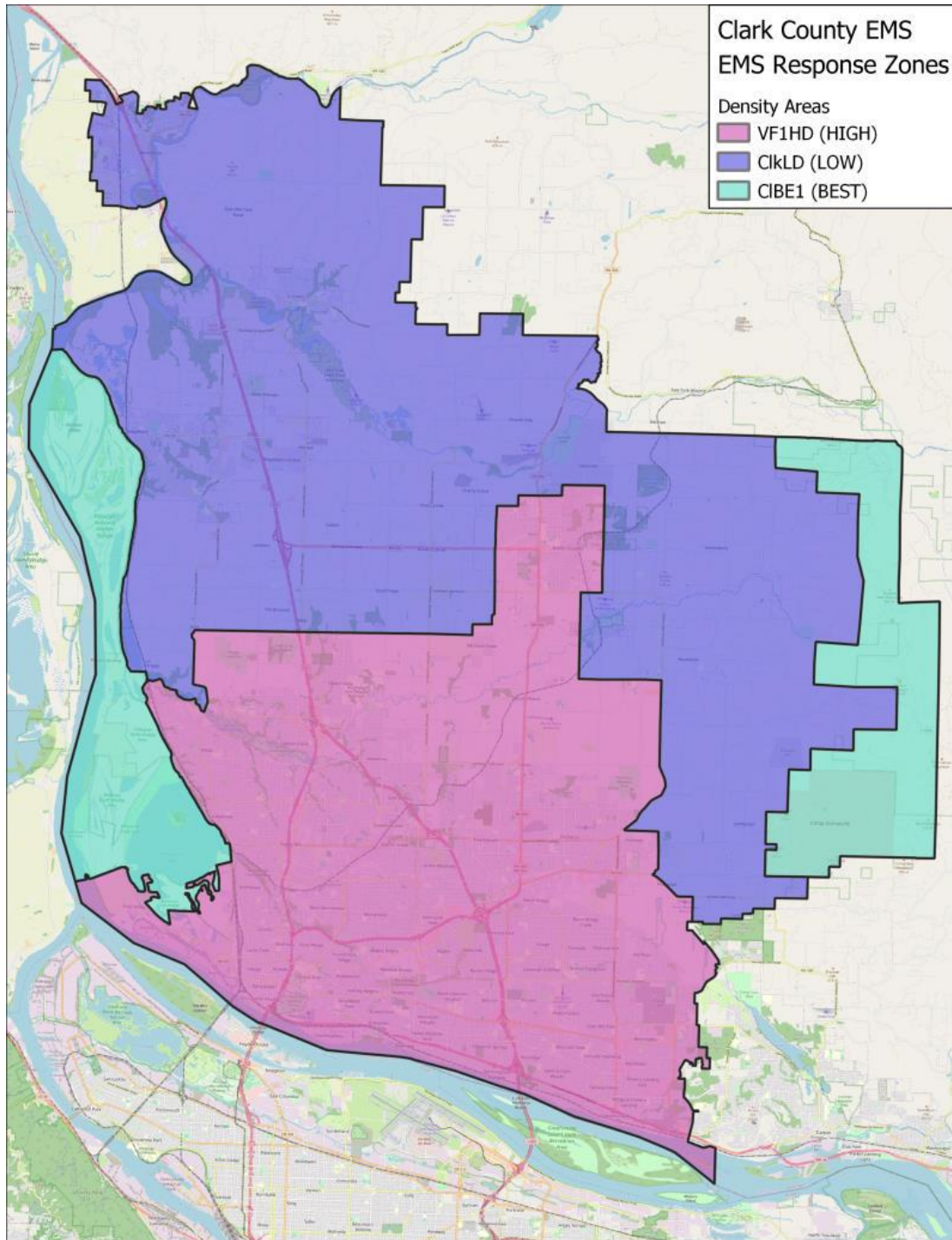
Contractor assumes liability for actions brought by its own personnel against City, Fire District 5, or EMSD2 and solely for the purpose of this indemnification and defense, Contractor waives any immunity under Washington State industrial insurance laws, RCW Title 51. This waiver was specifically negotiated by the parties.

Article 11.3(a)

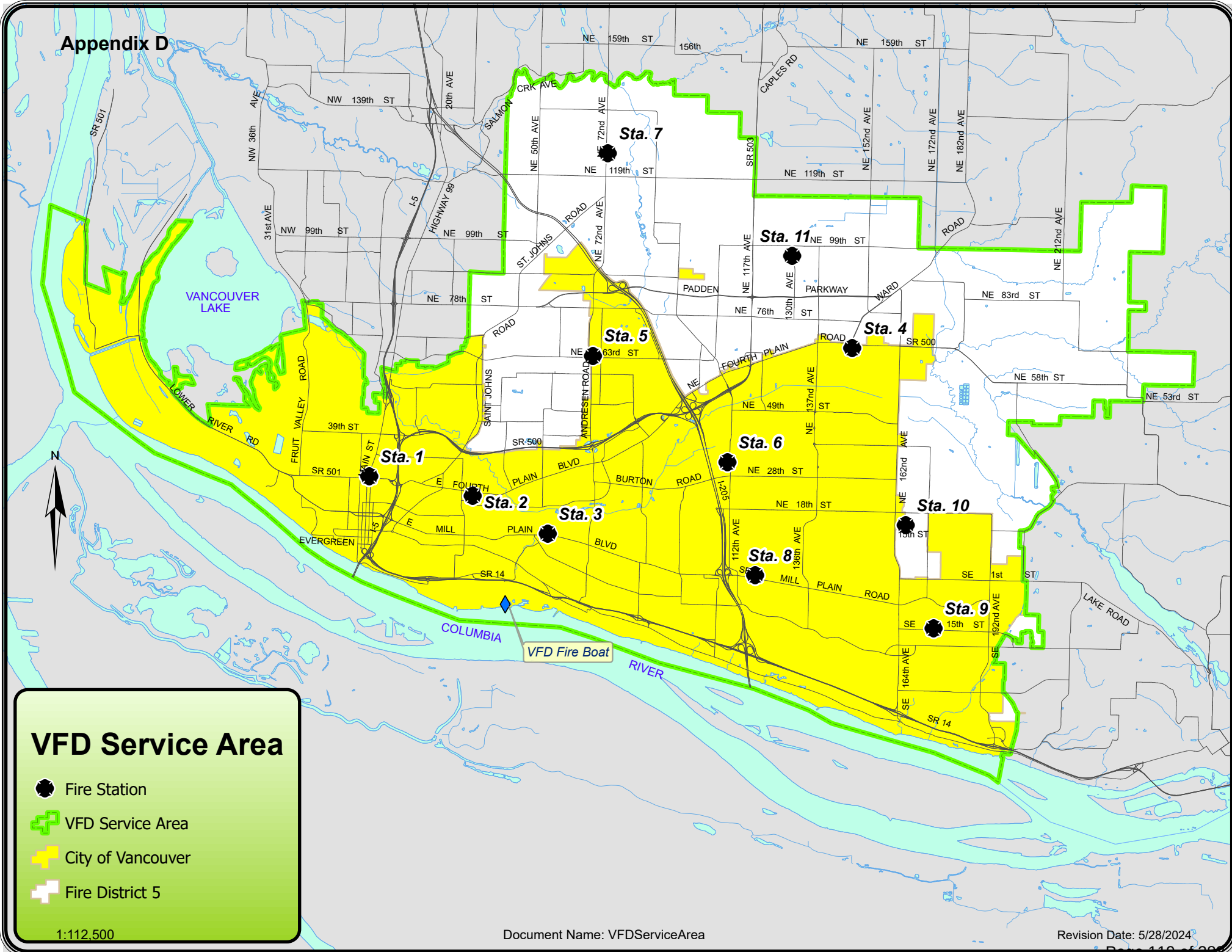
- a. City Listed as an Additional Insured to the General and Auto Liability Insurance policies. The City of Vancouver, Medical Program Director, Clark County Fire Districts #3, 5, and 6, Clark-Cowlitz Fire Rescue, the City of Battle Ground, La Center, Ridgefield, and Woodland and Clark County, their 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



VFD Service Area

- Fire Station
- ▬ VFD Service Area
- City of Vancouver
- Fire District 5

1:112,500

Document Name: VFDSERVICEAREA

Revision Date: 5/28/2024

**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 EMS2. City and EMS2 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, EMS2 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 EMS2 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
Title: City Manager
Date Signed:

By: Sue Marshall
Title: EMSD2 Chair
Date Signed:

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/)
(<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

Business Associate

By: Sue Marshall
Title: EMSD2 Chair
Date Signed:

By: ~~Gary Medvigy~~ Kathleen Otto
Title: Clark County ~~Council Chair~~ County Manager
Date Signed:

Approved as to form:

Business Associate

Deborah Wechselblatt , Senior Deputy
Prosecuting Attorney

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:



Draft - City of Ridgefield 2025 State Legislative Agenda

Introduction – The City of Ridgefield is one of the State’s fastest growing Cities, values greatly our partnership with the State of Washington, and appreciates the important role local Legislators play in fostering and enhancing that relationship. Ridgefield joins other cities challenged in meeting increasing demands for municipal services and equally challenged in meeting our needs in terms of infrastructure. Our state legislative agenda is oriented towards asking our local legislators to help us meet these challenges.

Ridgefield Requests –

Ridgefield Pioneer SR 501 – The Washington State Transportation Commission recommended in October 2023 to de-designate SR-501 through Ridgefield and transfer jurisdictional control to the City. To better understand the potential costs of such a transfer, the City worked with WSDOT and retained a geotechnical firm to assess potential hazards to people and the natural environment along the corridor. Through the “curves” between 35th Ave and downtown Ridgefield, there is a slide area which has recorded four slides since 2006, the most recent in 2016. Those slides created damage to the Gee Creek watershed and blocked traffic on the only East-West roadway through Ridgefield. Costs for each slide repair ranged between \$650,000 and \$1.1 million. Geotechs noted that it is not possible to predict the timing and location of future slope instability, however, based on historic slope instability, observations during geologic reconnaissance, and the known presence of active slope movement, future slope instability is highly likely within the roadway alignment in the current condition. To prevent future slides endangering people and the natural environment, a project to stabilize the banks and do deep patches has been scoped for \$3-4 million. The City is asking the State for this investment which will clear the way for Ridgefield to safely take over the responsibility of maintaining this important access road to Ridgefield in addition to saving future state preservation dollars in the event of a future slide.

South Ridgefield I-5 access – The City is grateful to have received planning money for this project during the 2019 Legislative Session. That work has been substantially completed, though determination of route alternatives will be finalized through coordination currently underway with the Clark County Council (where much of the jurisdictional authority for this project lies). The next step will be designing the connection from I-5 to Hillhurst Road with western ramp access, so that it is a shovel-ready project which might attract Federal Infra Package dollars. The estimated design and pre-construction costs are \$5 million.

General Legislative Requests

Law Enforcement Training Center – Ridgefield joins every jurisdiction in Clark County in supporting a request to add a regional law enforcement training center in Clark County. Specifically, we support the City of Vancouver’s 2025 Legislative request for a feasibility study for a regional training facility in Ridgefield, where appropriate land is available, accessible, and centrally located for SW WA. This request will have both Operating and Capital Budget assistance.

Clark County Transportation Alliance 2025 Policy Statement – The City supports the 2025 Policy Statement of the Clark County Transportation Alliance. The city has been a member of this alliance since its inception 15 years ago and joins with other local private and public sector interests in calling for legislative attention to regional transportation needs – including two projects in the City of Ridgefield (***Ridgefield South I-5 Access Project and S Royle Road***).

Fiscal Sustainability and Flexibility – Ridgefield, like Washington’s 280 other cities, has been on the receiving end of a decade-long pattern of cost shifts, shared revenue reductions and fund “sweeps” that have significantly reduced city revenues. The imposition of unfunded and underfunded mandates along with increased costs due to state mandates has further exacerbated this problem. We call on our local legislators to oppose all cuts in state shared revenues, cost shifts, fund sweeps and imposition of unfunded and underfunded mandates, to support legislation to enhance local fiscal control and authority and reduce state-imposed mandates. This issue will be vital this year given state budget constraints.

Public Works Assistance Account – The City is seeking legislative support to protect all existing fund balance and future loan repayments in the Public Works Assistance Account. Vital infrastructure including our sewer system and storm water projects have benefited from this program which has never had a default. We support efforts to authorize new loans from this Account utilizing these funds.

Model Toxic Control Act Program – The City is very supportive of efforts to preserve MTCA funding, ensure funding for new projects, and reduce the future volatility of the funding for this important program that has been successfully used in Ridgefield by the Port of Ridgefield on their Miller’s Landing projects, and will be essential to cleanup three other contaminated sites in downtown Ridgefield (including Park Laundry which the City is cleaning up in 2025).

Association of Washington Cities Priorities – The City supports the 2025 AWC Legislative Priorities.

School District Elections - Support Legislation (including HB 1032) that will move school district bond votes to 55 percent.

For more information contact:

City Manager Steve Stuart, 360-887-3557 or steve.stuart@ridgefieldwa.us

Mike Burgess 360-223-3020, mikejburg@comcast.net



City of Ridgefield

DRAFT: 2025 FEDERAL LEGISLATIVE AGENDA

Community Initiated Projects/Community Project Funding Requests

The City of Ridgefield is one of the fastest growing cities in Washington State. It currently is home to roughly 17,000 residents and is expected to grow to over 26,000 by 2045. It is also experiencing major growth its industrial and manufacturing base east of I-5. This explosive growth in people and businesses is putting a strain on its existing roadways and interchanges.

Project Name

Federal Request

11th Street Overpass

\$3 million

The 11th Street overpass will serve as a vital link between the employment districts east and west of I-5 in Ridgefield. Currently the only access across I-5 within the city limits is at Pioneer Street, causing congestion and safety issues between local traffic and freight. The congestion routinely backs up vehicles on the I-5 northbound off-ramp with the back of traffic queues reaching toward the I-5 mainline. With the overpass in place, the Union Ridge business park east of the freeway will be connected to the Port of Ridgefield's 11th Street industrial area west of the freeway. The overpass will also enhance connections for historically disadvantaged populations living east of I-5 to the commercial areas that are located along 45th Avenue.

The goals of this project are to:

- Reduce congestion at the I-5/Pioneer/SR 501 interchange.
- Improve safety along SR 501 by reducing traffic queues.
- Provide an alternative circulation route that relieves an Interstate Highway interchange.
- Provide a continuous route for bicycle and pedestrian travel through the area and across I-5.
- Increases the economic potential of the area by reducing congestion and delays.

Funding from a Surface Transportation Block Grant and a local tax increment financing bond will get this project ready for construction. The \$3M requested would go towards the construction the project. *THUD HIP account*

Ridgefield I-5 South Access

\$5 million

The I-5 South Connection Project is a joint project between the City of Ridgefield and Clark County. The project is also a regional priority recognized in the Clark County Transportation Alliance 2024-2025 agendas. The benefits of the project include relief at the city's current sole interchange on I-5 (Pioneer Street) as well as the county's major interchange at I-5 and 179th Street, which also serves the adjacent Clark County Fairgrounds, RV Inn Style Resorts Amphitheater, and the west emergency services facility which is staffed by both Clark County Fire District 6 as well as Clark Cowlitz Fire Rescue. The project will improve regional mobility and accommodate population and employment

needs. The proposed connection would extend west from the existing I-5 interchange with Northeast 219th Street to connect with Northwest Hillhurst Road or Northwest 31st Avenue south of Ridgefield. The \$5M requested will go towards the design phase of the project. This will include the completion of an alternatives analysis, environmental analysis, selection of a preferred alternative, permitting and right-of-way plans and preliminary designs for the selected alternative. *THUD HIP account*

South Royle Road Corridor Improvement Project – Phase II

\$2 million

The City of Ridgefield is seeking funding to construct the final phase of improvements to the Royle Road Corridor from Pioneer Street to Hillhurst Road. This project supports multi-modal transportation options, increases safety, and improves fish passage. The project is also recognized as a regional priority in the Clark County Transportation Alliance 2024-2025 agendas for the North-South connections it enhances. Needed improvements will make this section of Royle Road a “Complete Street” and a “Safe Route to School” by adding separate bike lanes and sidewalks. It will greatly improve safety by widening to two lanes and adding left turn lanes at dangerous intersections. A culvert will be replaced over Gee Creek which is currently a barrier to fish passage. The project is a partnership with the Clark Regional Wastewater District, which will provide a sanitary sewer line. A water main will also be included to provide a complete loop around the central part of the City of Ridgefield for increased resiliency. The \$2M requested would complete this corridor project. *THUD HIP account*

Contacts: Steve Stuart, City Manager
360.887.3557
steve.stuart@ci.ridgefield.wa.us

Page Strickler, Partner
503.789.1427
Pages@cfmpnw.com

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Ridgefield Main Street

GOVERNING LEGISLATION

PREVIOUS COUNCIL ACTION TAKEN:

SUMMARY/BACKGROUND:

BUDGET/FINANCIAL IMPACTS:

RECOMMENDED ACTION OR MOTION:

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Motion - Approval of Paradise Pointe Park Master Plan

GOVERNING LEGISLATION

8.18.090 - Park master plan standards.

PREVIOUS COUNCIL ACTION TAKEN:

Included in 2024 Budget

SUMMARY/BACKGROUND:

The Paradise Pointe Park Master Plan Final Concept has been completed and will be presented to the City Council for final approval. The Parks Board of Commissioners unanimously approved a motion recommending the adoption of the Master Plan as presented, with the inclusion of an amendment to establish a community engagement process for selecting an official name for the park.

Following the Council's consideration of the proposed Master Plan, the Council will be asked to provide guidance on the phasing and budgetary priorities for its implementation moving forward.

BUDGET/FINANCIAL IMPACTS:

N/A

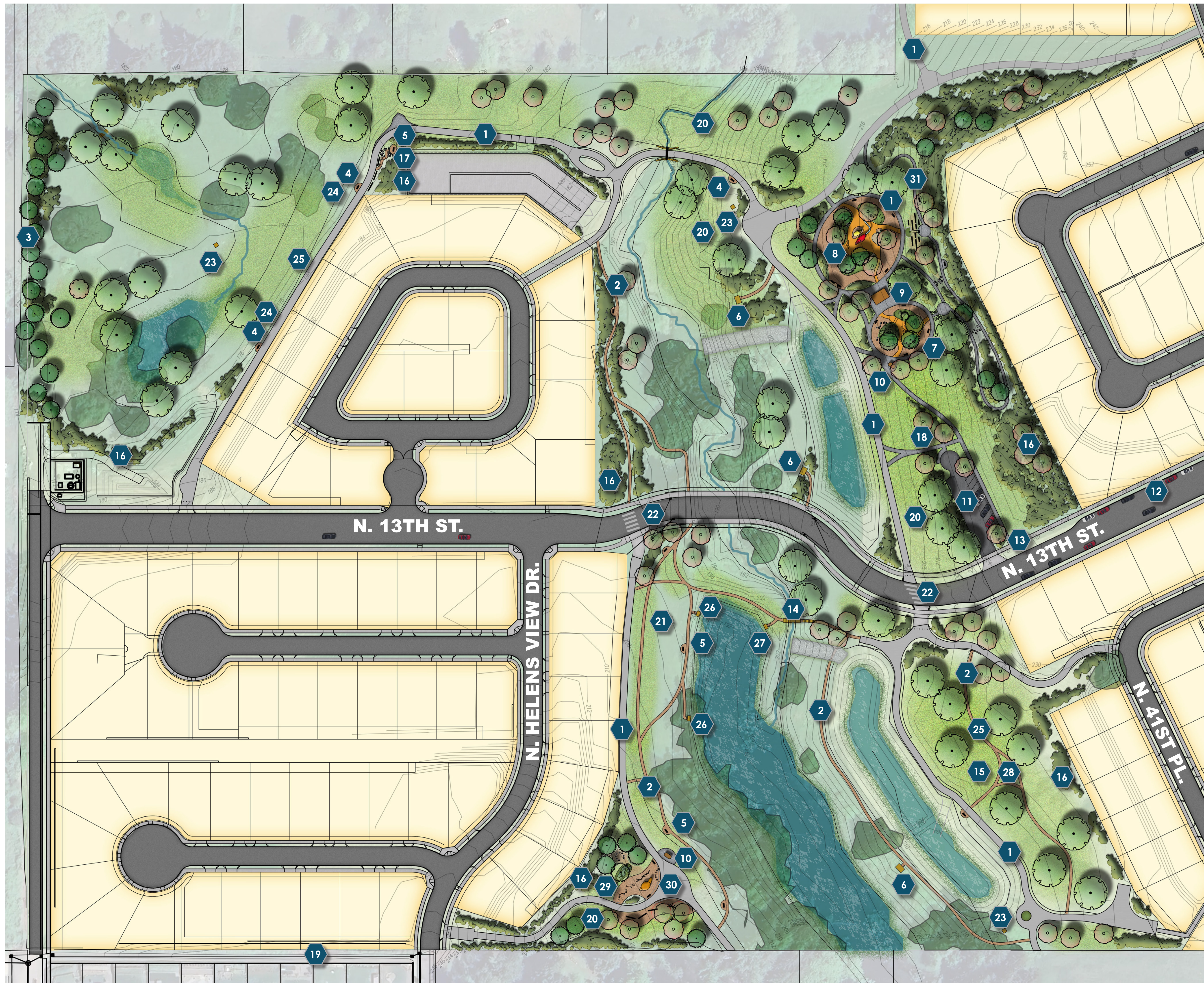
RECOMMENDED ACTION OR MOTION:

Motion to approve the Paradise Pointe Park Master Plan Final Concept.

STAFF CONTACT: Corey Crownhart, Park Manager

ATTACHMENTS:

1. Paradise Pointe Park Master Plan Final Concept - 2024.12.11

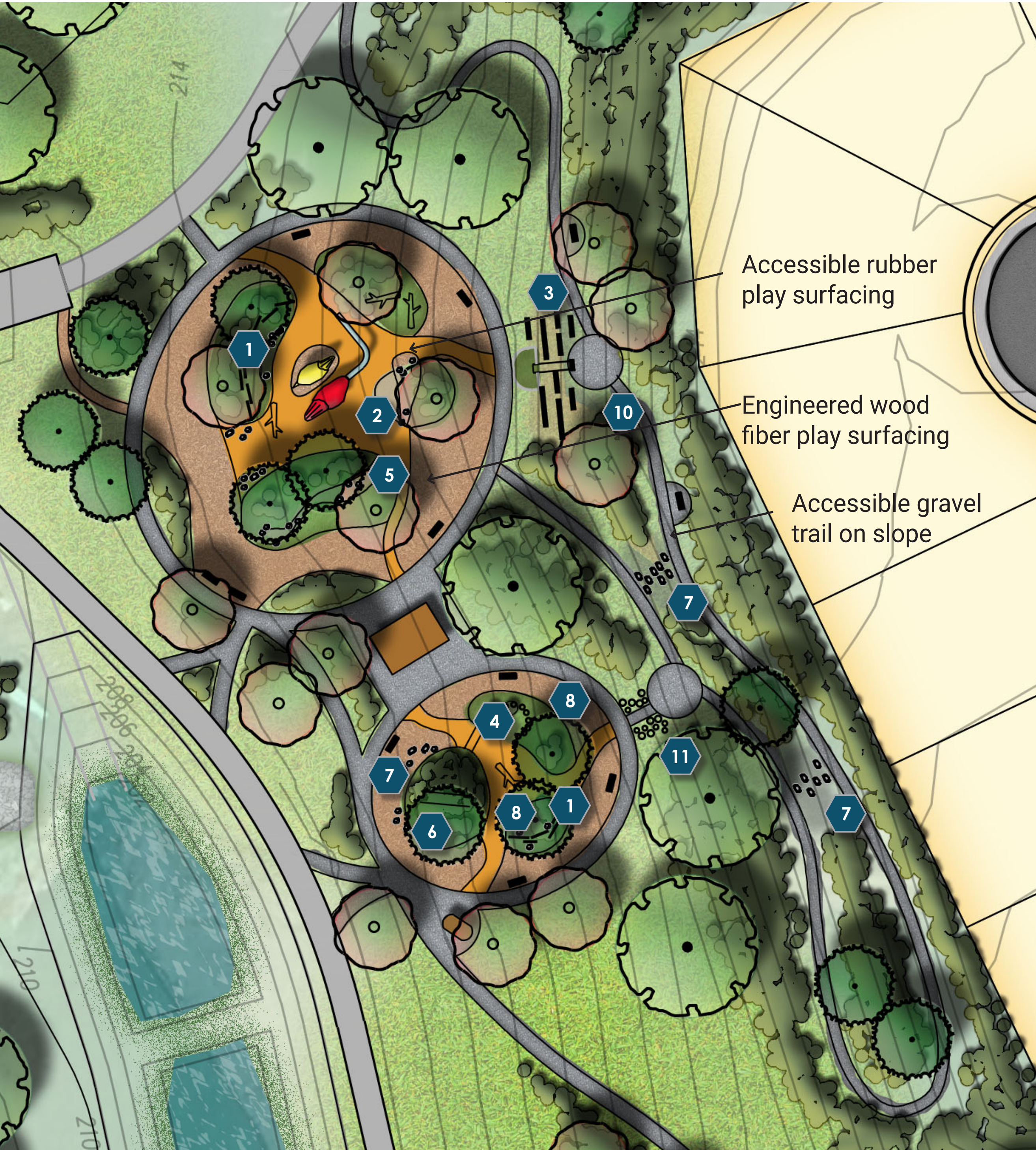


- 1 Accessible paved path, typical
- 2 Soft trail, 3-4' wide
- 3 Tall native vegetation screen along west edge
- 4 Accessible viewpoint with bench
- 5 Viewpoint with log bench
- 6 Wildlife viewing structure (bird blind)
- 7 Nature play- 5 years old & younger, with seating for caregivers
- 8 Bird perch nature play- 5-12 years old, with seating for caregivers
- 9 Picnic shelter
- 10 Accessible restroom- Portland Loo
- 11 Accessible parking lot
- 12 Parallel parking along 13th St. , extending to Royle Rd.
- 13 Custom-designed monument sign at park entry
- 14 Pedestrian bridge at creek crossing
- 15 Oak savanna habitat with soft surface trail
- 16 Tall native vegetative screen at fences
- 17 Stone steps to viewpoint on slope
- 18 Native plant & pollinator education garden
- 19 Existing trail- replace tall sight-obscuring fence with 3-4' metal fencing and native planting
- 20 Native seeded meadow- grasses and wildflowers for pollinators (in light green areas)
- 21 Removal of invasive plant species bordering pond
- 22 Striped pedestrian crossing with flashing lights
- 23 Osprey nesting platform
- 24 Interpretive signage about importance of oak savanna
- 25 Walking story signage along path
- 26 Wood platform/waterfowl viewing and signage
- 27 Wood platform/fishing area and signage
- 28 Log and boulder seating
- 29 Rain garden
- 30 Beaver den nature play- 5 years old & younger, with seating for caregivers
- 31 Gravel trail, 3-4' wide

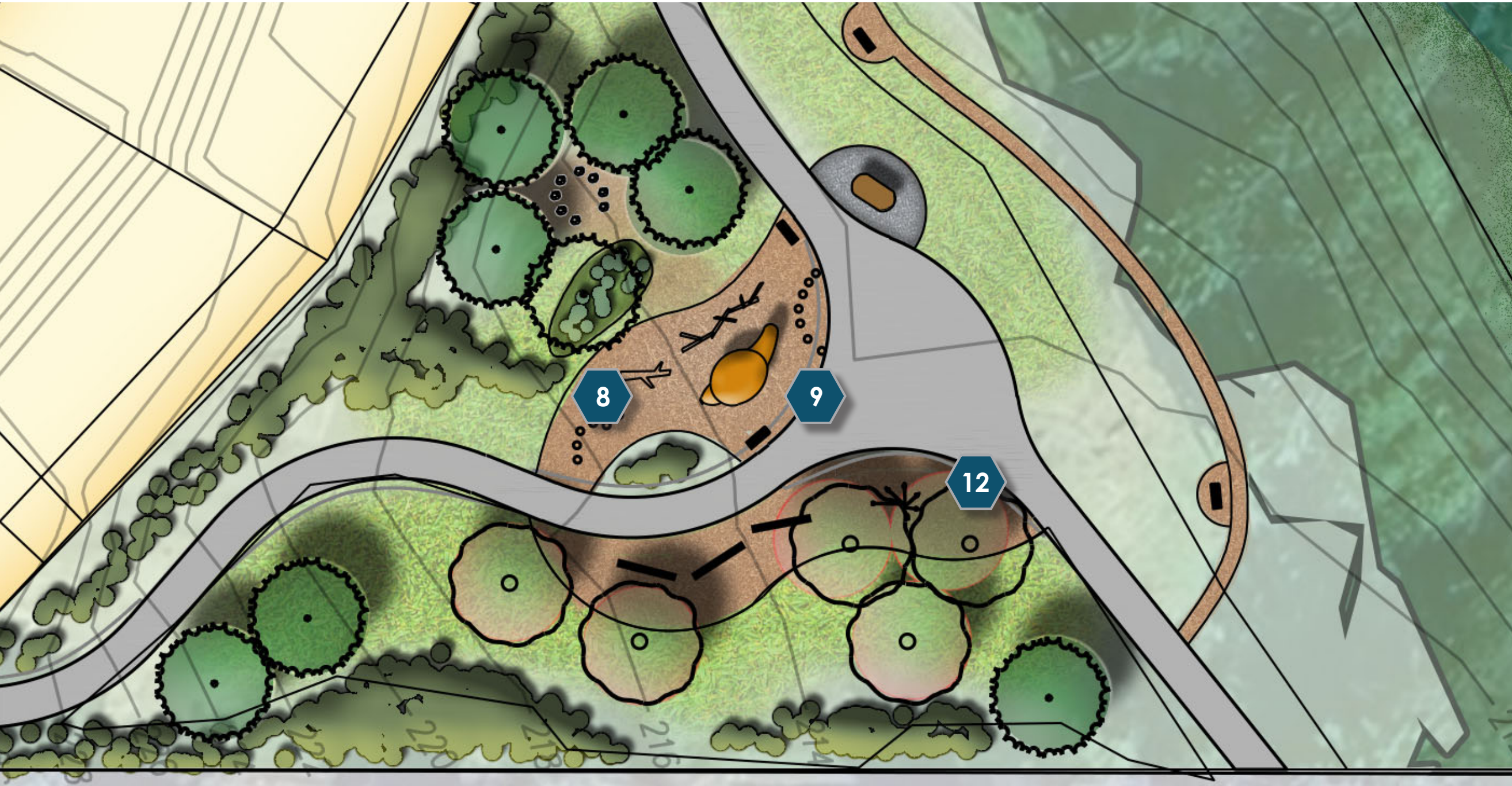
Paradise Pointe Master Plan

Preferred Master Plan Concept

December 11, 2024



Bird Perch Nature Play Area



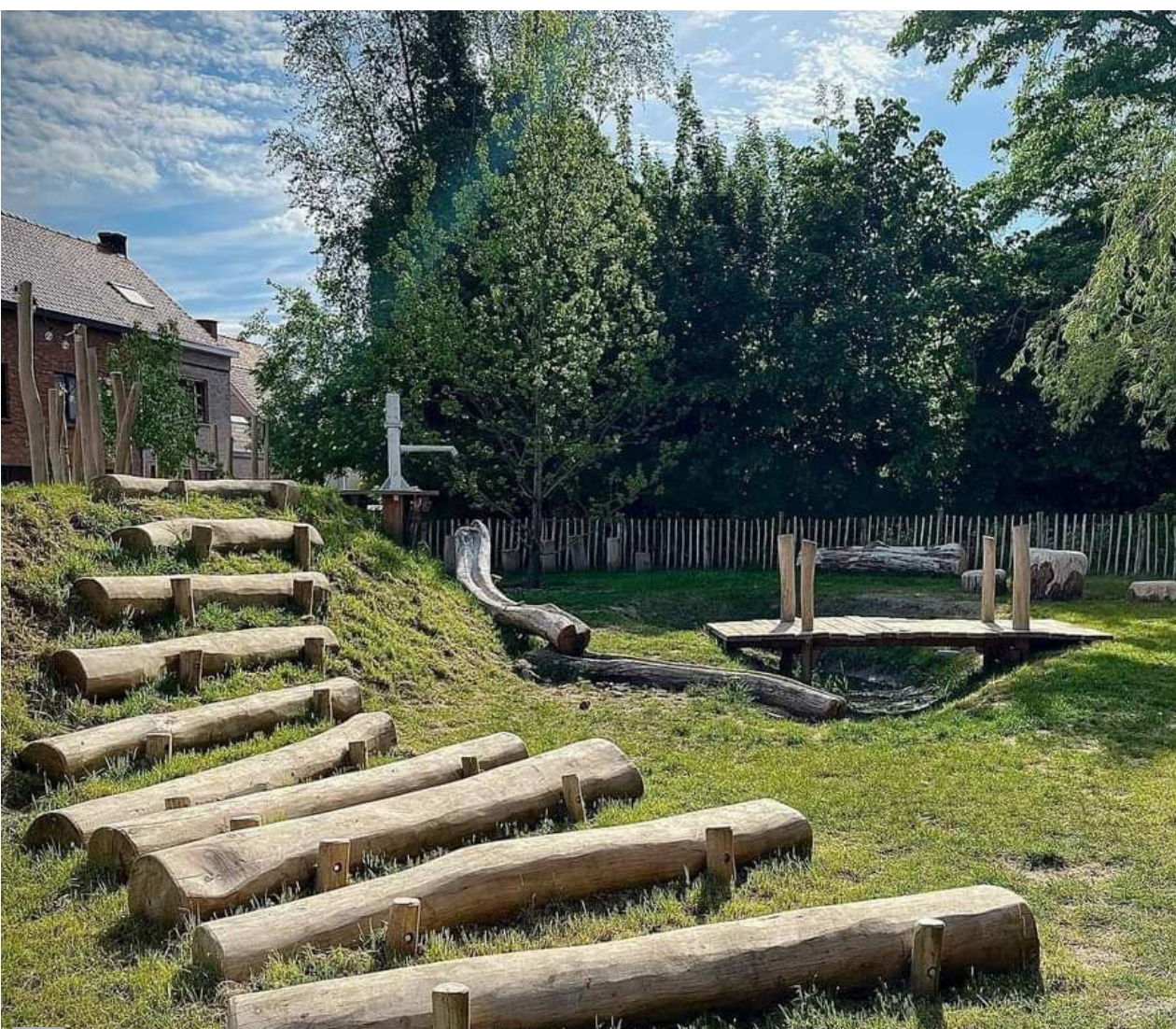
Beaver Den Nature Play Area



1 Planted islands with jumping and balance features



2 Wildlife themed play equipment - 2 birds with slide



3 Balance logs on slope



4 Vine tunnel



5 Dry creek bed



6 Tunnel through slope



7 Large boulders



8 Balance and hopping logs



9 Wildlife themed play equipment - beaver and beaver dam



10 Big kids play slope- tall slide, boulders



11 Little kids play slope- shorter slide, wood rounds



12 Play frame



Wildlife viewing structures- bird blinds



Bird blind with informational signage



Park Monument sign



Portland Loo



Picnic Shelter



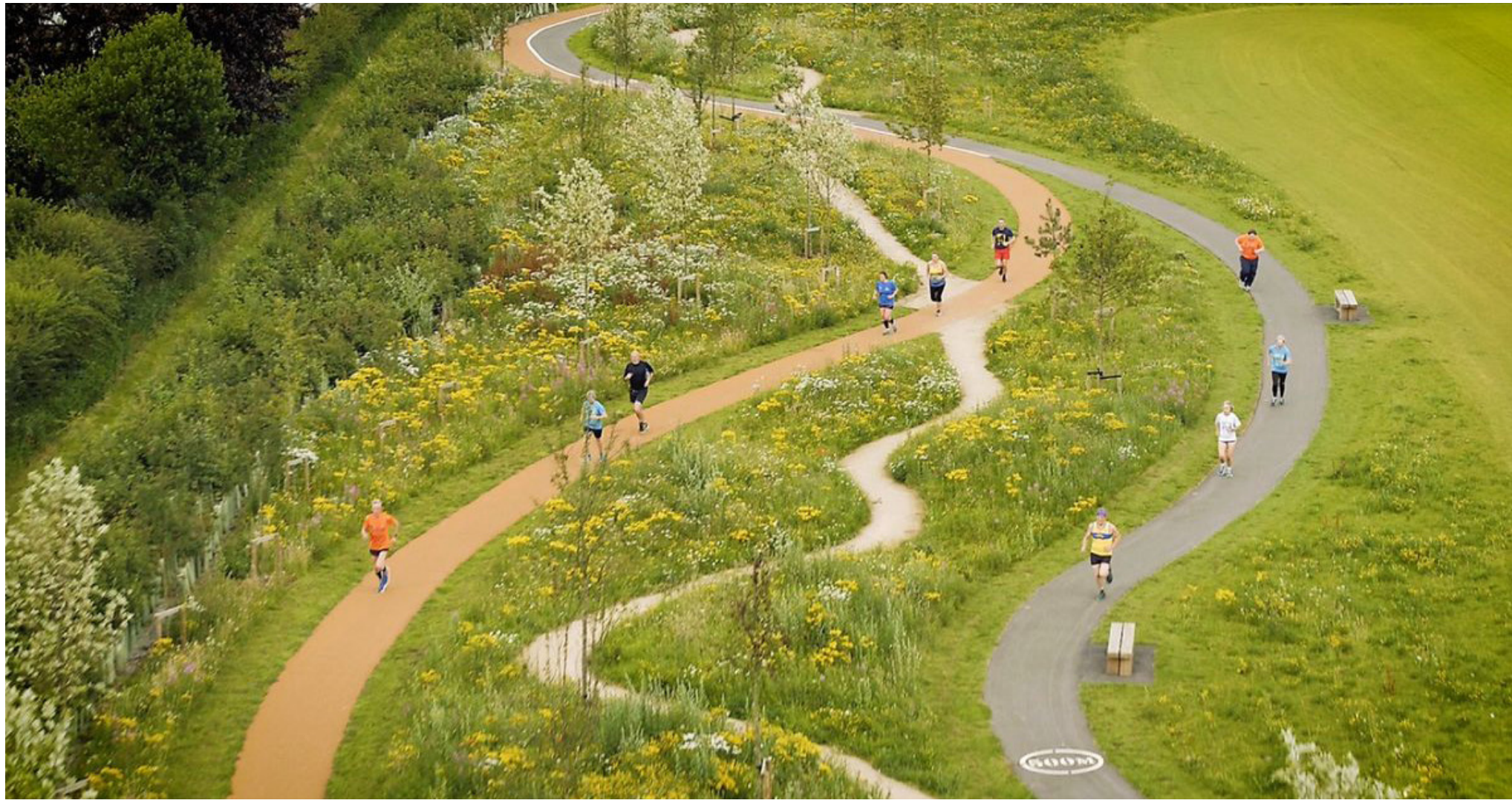
Osprey nesting platform



Wetland informational signage



"Walking story" interpretive signage- may include habitat, history, and cultural topics



Paved trails and soft trails through native wildflower meadow



Pedestrian bridge at creek crossing



Wood platform for fishing and wildlife viewing



Benches at accessible viewpoints



Rustic log benches along soft trails

Paradise Pointe Master Plan

Site Options

December 20, 2024

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Second Reading of Ordinance No. 1441 - Ridgefield Parks Board Membership

GOVERNING LEGISLATION

RCW 35.18.060 - Authority to appoint boards and commissions.

PREVIOUS COUNCIL ACTION TAKEN:

Parks Board of Commissioners established 2008. RMC 2.56- Parks Board membership modified August 2024.

SUMMARY/BACKGROUND:

The Parks Board is currently comprised of seven adult members. All adult members are required to live within city limits and to be qualified to be electors. The term of office for all members is three years.

The proposed ordinance would maintain a seven-member board with six adult members and one youth member. The proposed qualification requirements for the youth member are:

- Be 14 - 17 years of age at the time of appointment, and
- Reside within city limits.

The term of office for the youth member would be two years with the same rights and responsibilities as adult members. More specifically, the youth member would prepare for, attend and participate in meetings by voicing opinions, asking questions and voting on items before the board.

The youth member would represent youth opinions, ideas and concerns on the City's parks and trails system as well as parks planning and design. This contribution would help to build a park system that is inclusive of Ridgefield's youth, engage more youth in the city park system and make a positive difference for youth in the City of Ridgefield.

BUDGET/FINANCIAL IMPACTS:

None.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to adopt Ordinance No. 1441, a motion would be:
"I move to adopt Ordinance No. 1441 as presented."

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS:

1. Ordinance.Youth Membership.Parks Board

ORDINANCE NO. 1441

AN ORDINANCE OF THE CITY OF RIDGEFIELD, WASHINGTON AMENDING THE MEMBERSHIP OF THE RIDGEFIELD PARKS BOARD TO CONSIST OF SIX ADULT MEMBERS AND ONE YOUTH MEMBER

WHEREAS, the Parks Board of Commissioners was established in 2008 to act as an advisory board for the Ridgefield City Council; and

WHEREAS, the Parks Board is a seven member board with qualification requirements including being a resident within Ridgefield city limits and eligibility to be an elector. Qualifications to be an elector include being at least 18 years of age; and

WHEREAS, the City of Ridgefield has a desire to include a member on the parks board who is under the age of 18 to represent the ideas, issues and concerns of youth in the City of Ridgefield and, as a result, create a parks and trails system more inclusive of Ridgefield youth.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. **Public Interest.** It is in the public interest for the Parks Board and City Council to consider and discuss youth opinions, ideas and concerns on the City's parks and trails system as well as parks planning and design; to build a park system that is inclusive of Ridgefield's youth; engage more youth in the city park system; and make a positive difference for youth in the City of Ridgefield.

Section 2. **Amending RMC Chapter 2.56.** The Ridgefield City Council amends certain section of Ridgefield Municipal Code Chapter 2.56 - Parks Board, as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 3. **Corrections.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase or other portion of this Ordinance, or its application to or any other person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council declares that it would have passed this Ordinance and each section, subsection or portion thereof, irrespective of the fact that any one or more of the other portions be declared invalid or unconstitutional.

Section 5. **Effective Date.** This ordinance shall be in full force and effective thirty (30) calendar days after adoption pursuant to law.

PASSED BY THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS ____ DAY OF _____, 2024.

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Chapter 2.56 RIDGEFIELD PARKS BOARD*

2.56.010 Establishment and purpose.

The Ridgefield parks board of commissioners is established to provide advisory assistance and recommendations to the city manager and city council on parks planning, parks acquisition, and parks operations and maintenance within the current and future city limits of the city of Ridgefield.

(Ord. 1001 § 1 (part), 2008).

2.56.020 Membership and Terms.

The parks board shall consist of seven members appointed by the mayor including six adult members and one youth member. Each board member shall be confirmed by a majority vote of the city council.

1. Eligible **adult** members shall reside within the corporate limits of the city. They must be qualified to be electors in the city, but need not be so registered. Terms shall be for three years and shall be staggered so as to ensure a consistent membership base.
2. Eligible youth members shall be 14 through 17 years of age at the time of appointment, and reside within the corporate limits of the city. Terms shall be for two years.

(Ord. 1001 § 1 (part), 2008).

2.56.030 Functions.

A. The board shall have the following functions:

1. Review whether the lands being used for park purposes are adequate and recommend to the city manager what additional lands and grounds shall be acquired and used for park and recreation purposes;
2. Participate in an advisory capacity in the planning and design of new parks and park facilities;
3. Provide advisory recommendations to the city manager and public works director on parks operations and maintenance including, but not limited to, physical improvements, design and beautification of all public squares and parks of the city and all city recreation facilities;
4. Participate in an advisory capacity in citywide, area and site-specific park planning projects;
5. Make recommendations on the parks and recreation element of the city's comprehensive plan.

(Ord. 1001 § 1 (part), 2008).

2.56.040 Procedures.

A. The officers of the board shall consist of a Chair and Vice-Chair elected from the adult members of the board by majority vote.

-
- B. The board shall serve the city council as an advisory body with power to recommend policy to the council. The board shall not take binding action on behalf of the city. All board recommendations shall be in the form of a voted-on motion.
 - C. The board shall hold a minimum of one meeting per month, unless canceled by the board chairperson for lack of a quorum or board business. Special meetings of the board shall occur upon prior authorization of the city manager or designated staff person.
 - D. Rules of Procedure will be developed and maintained for the parks board. City Council will review these Rules of Procedure on or about every five (5) years or at any time recommended by the board or city staff. The procedure for review and amendment is:
 - 1. Review by the board with a recommendation to City Council for any or no proposed amendments by a vote of the board, and
 - 2. Approval of proposed or other amendments by City Council.
 - E. A minimum of four members shall constitute a quorum for the conduct of the board business. Meetings where less than four members are in attendance shall be canceled by the chairperson. Any action taken by a quorum of those present at a legal meeting shall be deemed an action of the board.
 - F. Notice of regular or special meetings shall be provided as required by law. Meeting minutes will be produced by city staff and shall be presented to the board for review and approval.

(Ord. 1001 § 1 (part), 2008).

2.56.050 Removal and filling of vacancies.

- A. Any board member may be removed by the city manager with the approval of the city council for inefficiency, neglect of duty, malfeasance in office, no longer meeting the qualifications of the parks board members or three unexcused absences from meetings of the board within a one-year period..
- B. Vacancies occurring otherwise than by expiration of the term of office shall be filled for the unexpired term in the same manner as regular appointments are made.

(Ord. 1001 § 1 (part), 2008).

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Motion - Approval of the Collective Bargaining Agreement with the Chauffeurs, Teamsters and Helpers, Local 58

GOVERNING LEGISLATION

Revised Code of Washington (RCW) Chapter 41.56, Public Employees Collective Bargaining Act

PREVIOUS COUNCIL ACTION TAKEN:

Council Approved the most recent agreement with the Teamsters Local 58 during a regularly scheduled meeting held on November 17, 2022.

SUMMARY/BACKGROUND:

The current collective bargaining agreement between the City of Ridgefield and the Chauffeurs, Teamsters and Helpers, Local 58 (Teamsters) expires on December 31, 2024. The City and Teamsters entered into negotiations for a new labor agreement in November 2024. Representatives from the City and Teamsters reached a tentative agreement on operational and economic issues for a two year contract.

The significant issues resolved were:

- A program to assure that necessary is work is completed by the Public Works Operations & Maintenance crew on days that city offices are closed and employees are available to respond to emergencies outside of regular working hours.
- To assure competitive and fair compensation is paid to Ridgefield employees, COLA increases are proposed each year in the amount of 5% for 2025 and an increased based on CPI for 2025 with a minimum increase of 3% and a maximum of 5%.

Teamsters members approved the proposed agreement on December 18, 2024.

BUDGET/FINANCIAL IMPACTS:

The budget impact for a compensation increase for Teamsters members in 2025 is approximately \$83,500.

RECOMMENDED ACTION OR MOTION:

If the Council chooses to approve the modifications to the collective bargaining agreement, a suggested motion would be:

"I move to approve the 2025-2026 labor agreement between City of Ridgefield and the Chauffeurs, Teamsters and Helpers, Local 58 and authorize the Deputy City Manager to sign the agreement."

STAFF CONTACT: Lee Knottnerus, Deputy City Manager

ATTACHMENTS:

None

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Motion - Approval of Updated Water System Development Charge (SDC) Rates.

GOVERNING LEGISLATION

RCW 35.92.025 Authority to make charges for connecting to water or sewerage system-interest charges; RMC 13.30 Developmental Charges for Water Connections

PREVIOUS COUNCIL ACTION TAKEN:

The City Council adopted the most recent Water System Plan on October 24, 2024. The City Council adopted Ordinance No. 1148 adding RMC 13.30 regarding Water System Development Charges on January 23, 2014. The Council has adopted updates to the code most recently by Ordinance No. 1387, December 15, 2022.

SUMMARY/BACKGROUND:

The Public Works Department has been working with a consultant to update the City's Water System Plan for 2024. Staff included a review of water system development charges in the scope of the project to calculate the existing facility component and the future facility component to ensure the City has the most recent relevant data to determine a fair and equitable charge for new development that impacts the water system.

For large capital projects that serve new development, a water system development charge is an equitable avenue to obtain a portion of the revenue to fund these projects. Ridgefield Municipal Code 13.30.010 sets the parameters for what the charge will be. The code includes a Consumer Price Index inflationary adjustment annually. If the charge is indexed higher three years in a row, staff must come back to the council to address future system development charges. The last increase to the system development charges was a 1.2% inflationary increase in 2021 to the current rate of \$4,440.26 per meter equivalent size (M.E.S). If indexing occurred in the 2022–2024 periods, the current rate would be \$5,402.24 in 2025 and the city would have realized an additional \$437,000 in revenue during the 2022-2024 budget years.

Over the next 5 years, the City has an estimated \$41,096,500 in high priority water projects that are planned for design and construction to expand the water system to support current and future growth estimates. Water projects have seen an annual increase over the past 3 years of 4.5% in project costs.

There are two components to the calculation of a system development charge. One is the Future Facility Component and the Second is the Existing Facility Component. The Existing Facility Component is calculated based on current assets that are assumed to benefit future development. The Future Facility Component is based on the share of capital costs divided equally by existing and future connections to the system. The table below shows the maximum charge applicable to each of the components.

Existing Facility Component	\$2,816
Future Facility Component	\$3,890
Total SDC per M.E.S	\$6,706

There are four options available to the council for adoption. Maintain the current rate of \$4,440.26, resume indexing at the current index rate of 2.8%, set the rate at the maximum allowable \$6,706, or do a phased approach to reach the maximum over a 3-year period. See table below for options:

Maintain current SDC Charge	\$4,440.26 per M.E.S
Index SDC Charge by 2.8% in 2025	\$4,564.59 per M.E.S
Increase SDC charge to the maximum amount in 2025	\$6,706.00 per M.E.S
Use a 3-year phased approach to increase to the maximum amount by 2027. Indexing would not occur during this phased approach.	
2025 phased increase (increase \$755)	\$5,195.00 per M.E.S
2026 phased increase (increase \$755)	\$5,950.00 per M.E.S
2027 phased increase (increase \$755)	\$6,706.00 per M.E.S

Staff are asking for approval of a preferred structure for water SDC charges to be implemented in 2025.

BUDGET/FINANCIAL IMPACTS:

Budget impacts for each alternative are below:

SDC Option	Rate	2025 Estimated Revenue	2026 Estimated Revenue	2027 Estimated Revenue
Retain current rate	\$4,440.26	\$1,550,000	\$1,356,824	\$1,390,744
Index the current rate by 2.8%	\$4,564.59	\$1,593,400	\$1,428,735	\$1,464,455
Increase SDC to maximum	\$6,706.00	\$2,340,920	\$2,083,100	\$2,135,170
Phased approach	\$5,195, \$5,950, \$6,706	\$1,813,465	\$1,818,160	\$2,100,400

RECOMMENDED ACTION OR MOTION:

A motion to approve a Water System Development Charge Structure would be:

" I motion to approve the following Water System Development Charge Rate Structure (Define the

preferred options)"

STAFF CONTACT: Kirk Johnson, Finance Director

ATTACHMENTS:

1. 2025 Water SDC Study
2. System Development Charge Study



Water System Development Charges

What is a system development charge?

A system development charge (SDC) is a one-time charge paid by a new customer to pay for system impacts when connecting to a utility.

RCW 35.92.025 authorizes the city to charge a connection fee.

There are two components to the SDC:

- Existing facility component – A pro-rata share of the cost of existing facilities.
- Future facility component – A pro-rata share of the cost of future planned facilities.



System Development Charges

RMC 13.30 – Development Charges for Water Connections.

- RMC 13.30.010 defines the charge per meter equivalent size (M.E.S). The larger the meter the increased impact to the city's water system.
- RMC 13.30.010(3) authorizes indexing the SDC fee annually.
- RMC 13.30.010(4) requires council review if the SDC is increased in three consecutive years.
 - The last indexed increase occurred in 2021 to the current \$4,440 charge per M.E.S.
 - If indexing had occurred in 2022-2024 the 2025 indexed rate would be **\$5,402** per M.E.S.



Junction one-million-gallon reservoir \$1.98 million. Completed in 2017.

Water SDC Component Charges

Existing Facility Charge

Existing Facility Component	Cost
Total Existing Assets	\$14,839,000
Less Outstanding Debt Principal	(\$0)
Accumulated Interest	\$721,000
Cash Reserves	\$3,971,000
Total Costs of Existing Assets	\$19,531,000
Existing Number of ERU's	6,935
Existing Facility Component (\$/ERU)	\$2,816

Future Facility Charge

Future Facility Component	Cost
Total 2024-2029 Future Facility Costs	\$41,096,500
Future Number of ERU's	10,566
Future Facility Component (\$/ERU)	\$3,890
Total SDC per ERU	\$6,706

Water SDC Charge Comparisons

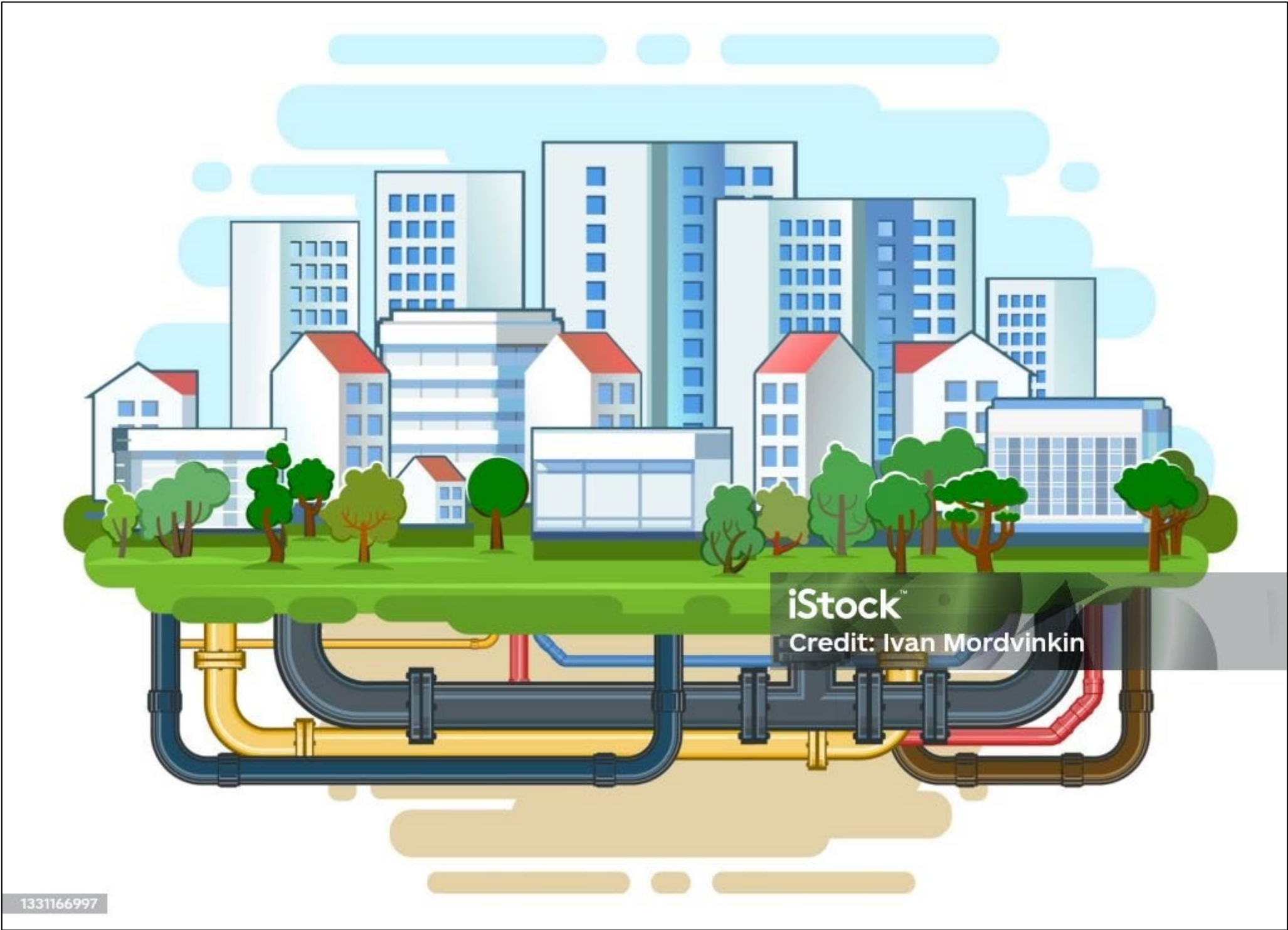
Water Purveyor	SDC Charge
Longview	\$2,031
Clark Public Utilities	\$2,900
Vancouver	\$3,574
Washougal	\$4,418
Ridgefield (Current SDC)	\$4,440
Castle Rock	\$4,621
Kalama (in-City)	\$4,500
Woodland	\$4,681
White Salmon (in-City)	\$5,287
Kelso	\$5,324
Battle Ground	\$5,842
Ridgefield (Proposed maximum SDC)	\$6,706
North Bonneville	\$7,000
White Salmon (Outside of City)	\$7,464
Stevenson	\$8,223
Camas	\$9,056

Optional Phased SDC Increase

Year	SDC Charge
2024 (Current Charge)	\$4,440
2025	\$5,195
2026	\$5,950
2027	\$6,706

Council Options

Options	SDC Charge (2025 rates)
Maintain current charge	\$4,440
2024 one-time index charge (2.8%)	\$4,565
Adjust charge to full indexed amount (2022-2025)	\$5,402
Adopt SDC maximum	\$6,706
Adopt phased approach	\$5,195



Get in Touch With Us



PHONE
(360) 857-5008



EMAIL
kirk.johnson@ridgefieldwa.us



MAIL
PO Box 608
Ridgefield, WA 98642



WEB
www.RidgefieldWa.us
www.RidgefieldRoundtable.org



Thank You

The City of Ridgefield, Washington

CITY OF RIDGEFIELD

CLARK COUNTY

WASHINGTON



SYSTEM DEVELOPMENT CHARGE STUDY

G&O #23244
NOVEMBER 2024



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF RIDGEFIELD

CLARK COUNTY

WASHINGTON



SYSTEM DEVELOPMENT CHARGE STUDY



G&O #23244
NOVEMBER 2024



Gray & Osborne, Inc.
CONSULTING ENGINEERS

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APPENDICES

Appendix A – Cost Summary
Appendix B – Methodology

SUMMARY

This report presents the data and resulting recommended maximum System Development Charge (SDC) for the City of Ridgefield (City). The SDC is a fee that a new customer pays to the City when they connect to the City's water system. The SDC should represent the customer's equitable cost to connect to the water system. The City is authorized to charge a connection fee per Revised Code of Washington (RCW) 35.92.025.

This study reviewed the City's water utility assets and planned capital improvements to determine an appropriate SDC. An SDC can consist of an existing facility component and a future facility component. The existing facility component offsets the financial contributions of the existing customers that were used to build and acquire existing assets that will benefit to a new customer. The future facility component is a customer's proportional share of the cost of capital improvements required to serve future growth.

To calculate the existing facility component, the estimated asset value in the City's water system, for the purposes of the SDC calculation is \$19,531,000. This includes facilities in the ground (the majority of which are water main piping), the sources and treatment facilities, booster stations, and reservoirs, as well as the interest associated with the facilities, and utility reserves less any outstanding debt principal. Based on this study, the existing facility component of the SDC is \$2,816 per Equivalent Residential Unit (ERU).

The cost of future facilities was estimated at \$41,096,500, based on the City's 10-year capital improvement plan in *2024 Draft Water System Plan (WSP)*. All the projects included in this valuation can be considered to serve future growth in the system. The future facilities SDC component was determined to be \$3,890 per ERU. As a result, the total calculated SDC that can currently be assessed to the water system is \$6,706 per ERU.

INTRODUCTION

An SDC is a one-time charge paid by a new customer connecting to a utility system. An SDC can include a pro-rata share of the cost of existing facilities (existing facility component) and pro-rata share of planned facilities (future facility component). The existing facility component offsets the financial contributions of the existing customers that were used to build and acquire existing assets that will benefit to a new customer. The future facility component is a customer's proportional share of the cost of capital improvements required to serve future growth and is intended to minimize the impact to existing customers to fund the construction of facilities due to growth.

SDCs should be only one aspect of a utility's total source of revenues. The final determination of appropriate SDCs should also consider the impact of rates and contributions from developers in meeting a community's long-term goals for system development and financial viability. Other considerations include the condition of

existing facilities, anticipated repair and replacement costs, the timing and need for additional system capacity, and the benefits associated with system growth (e.g., economy of scale).

The SDCs determined in this analysis are stated in terms of dollars per equivalent residential unit, or ERU. The term, ERU, is used to convert non-residential (i.e., commercial) customers into an equivalent number of residential units based on defined water use from a single-family residence.

SYSTEM DEVELOPMENT CHARGE DETERMINATION

The Revised Code of Washington addresses some aspects of how an SDC should be determined. However, SDCs are determined primarily based on practices that have been upheld by State courts and industry standards (e.g., American Water Works Association).

RCW 35.92.025, which authorizes cities and towns to charge for connecting to a water and wastewater system, requires that the charge be an equitable share of the cost of the existing system and may include up to ten years of interest charges at a rate commensurate with the rate of interest applicable to the City at the time of construction. RCW 57.08.005, which address connection charges for special purpose districts, also specifically allows districts to charge a pro-rata share of the cost of future facilities planned in the next 10 years.

While RCW 35.92.025 does not explicitly confer to cities the power to include a future facilities component in the determination of the SDC, there is legal precedent for this practice. In relevant case law, the future facilities component for City utilities should include only future projects that are intended to serve growth of the system. The future facilities component determined for each future project included in the analysis should apply only to the customers that will benefit from the project. For example, if a planned booster station will serve only a single pressure zone, the future facility component for that project should be applied only to the existing and anticipated customers in that pressure zone.

EXISTING CHARGE

The City currently charges a fee of \$4,440 per ERU to connect to the water system. The applicant is also liable to pay all additional costs for materials and labor associated with construction of the new connection, which is not included in the SDC.

EXISTING FACILITY COMPONENT OF THE SDC

The pro-rata share of the original cost of existing facilities, or existing facility component, is determined by dividing the cost of existing utility assets that will benefit future customers by the number of existing ERUs. Existing utility assets that will benefit future customers include cash and investments, buildings, and costs of utility

infrastructure such as pipes, pump stations, wells, etc. (including up to ten years of interest charges as allowed by the RCW).

EXISTING INFRASTRUCTURE

The costs of existing infrastructure assets utilized in this analysis are based on an inventory evaluation performed by Gray & Osborne (G&O). The existing inventory evaluation estimates both the cost to replace all existing infrastructure assets where the costs are not currently known, as well as the estimated cost to construct each asset in the year it was originally installed (or most recently upgraded). Appendix A provides the documentation for the basis of determining the costs of existing assets and an inventory has been compiled that details the age, material, condition, and cost for much of the system.

All major system assets such as reservoirs, distribution mains, hydrants, source, etc. are assumed to benefit future customers and are therefore included in the determination of the SDC for the utility. However, water mains constructed by developers and not reimbursed by the City as well as all water mains smaller than 6 inches were not included in the SDC calculation.

Table 1 summarizes the original installation costs of existing water system assets to be included in the SDC. These installation costs reflect the construction costs associated with the year the construction actually took place.

TABLE 1

Existing Facilities Component of the SDC⁽¹⁾

Asset	Estimated Installed Cost at Time of Construction
Water Mains (6"+)	\$7,273,000
Valves (6"+)	\$529,000
Hydrants	\$1,027,000
PRVs	\$165,000
Reservoirs	\$2,300,000
Source and Treatment Facilities	\$2,879,000
Booster Pump Stations	\$666,000
Existing Facilities Total	\$14,839,000

(1) Including sales tax. Cost reflects actual costs for recent projects or estimated costs using construction cost ENR index based on estimated year of construction. Refer to Appendix A for full data.

EXISTING DEBT

The original costs of existing assets that are included in an SDC must also be adjusted to account for outstanding debt principal. The City has secured an interest free loan from the Drinking Water State Revolving Fund (DWSRF) for the design of the Elevated Eastside Reservoir. The loan is for \$500,000 and must be repaid in five years along with an additional \$10,000 fee. As of November 2024, the City has yet to take their first draw from these funds. As a result, this loan is not factored into the existing SDC calculation.

ACCUMULATED INTEREST

The RCW allows cities to include up to ten years of accumulated interest costs in the calculation of an SDC. The City has taken out multiple loans to fund construction of water system assets over the years and the City and G&O maintain records interest paid by the City from 1995 to present. The total interest paid by the City in this time frame is \$721,000.

CASH RESERVES

As mentioned earlier in this study, the City's cash-on-hand is considered an asset that will benefit future customers. The City's *2023 Comprehensive Financial Report* indicated that the City had \$3,971,000 of cash reserves.

TOTAL EXISTING SDC COMPONENT

Table 3 lists the resulting total original installation costs for existing assets assumed to benefit future customers (from Table 1), the outstanding debt principle (from Table 2), and accumulated interest costs as allowed by the RCW.

The existing facility components of the water SDC is calculated based on the total adjusted asset costs listed in Table 2 and the total number of existing equivalent residential units (ERUs). The City has an estimated total of 6,935 ERUs as of 2024, according to the *Draft WSP*.

TABLE 2

Total Existing Facility Component of the SDC

Existing Facility Component	Cost
Total Existing Assets	\$14,839,000
Less Outstanding Debt Principal	(\$0)
Accumulated Interest	\$721,000
Cash Reserves	\$3,971,000
Total Costs of Existing Assets	\$19,531,000
Existing Number of ERUs	6,935
Existing Facility Component (\$/ERU)	\$2,816

FUTURE FACILITY COMPONENT OF THE SDC

The RCW explicitly allows special purpose districts to include a pro-rata share of the cost of facilities planned within the next 10 years in their SDC analysis. This allowance is not explicitly noted in the RCW for cities and towns; however, there is precedent for its inclusion in case law. The future facility component is calculated by dividing the total cost of planned capital improvement costs by the number of customers (or ERUs) benefiting from the capital improvements.

Table 4 lists the capital projects planned to occur within the next 10 years, project costs, and the resulting pro-rata share of the future facility component of the SDC. The methodology of calculating a pro-rata share of the SDC for each project allows the use of different numbers of customers benefiting from each project. For the purposes of this SDC study the capital projects that are outlined in the *2024 Draft WSP* and are planned to be completed in the next 10 years are intended to benefit all existing and new customers. The City has also planned operational and maintenance improvements for the next ten years and intends to construct additional distribution improvements beyond the ten-year planning period. These improvements are not included in the future facility component of the SDC determination. The *2024 Draft WSP* estimates a linear annual growth rate, resulting in a total of 10,566 ERUs by 2034.

TABLE 3**Total Future Facility Component of the SDC⁽¹⁾**

Year	CIP	2024 Cost	SDC Cost
2024	D-7 South Royle Road – South 10 th Way to Pioneer Street	\$899,500	\$899,500
2024-2025	ST-1 Eastside Reservoir	\$24,000,000	\$24,000,000
2004-2029	SO-1 Kennedy Farms Wells 1, 2, 3, and 4	\$6,700,000	\$6,700,000
2026	D-6 North Royle Road – North 10 th Street to NW 289 th Street	\$2,013,000	\$2,013,000
2026	SO-2 North Royle Road Transmission Main and Intertie	\$3,580,000	\$3,580,000
2026-2027	D-14A Gee Creek Plateau Subarea – NW 259 th Street to South 15 th Street	\$2,943,000	\$2,943,000
2029	D-2 South Royle Road – NW Hillhurst Road to South Royle Court	\$961,000	\$961,000
Total Future Costs in SDC			\$41,096,500
Future Number of ERUs ⁽²⁾	10,566		
Future Facility Component (\$/ERU)	\$3,890		

(1) Projects and costs sourced from the Capital Improvement program in City's 2024 Draft WSP, with cost estimates developed in 2024.

(2) Based on annual growth rate of 374 ERUs per year from Chapter 2 the 2024 Draft WSP.

TOTAL SYSTEM DEVELOPMENT CHARGES

The SDC determined based only on the existing facility components is \$2,816 while the future SDC facility component is \$3,890, resulting in a total SDC charge of \$6,706 as summarized in Table 4. The SDC is intended to reflect a conservative approach to ensure that system growth is charged an equitable fee for connecting to the water system.

TABLE 4**Water SDC**

SDC Summary	Maximum SDC
Existing Facility Component	\$2,816
Future Facility Component	\$3,890
Total SDC per ERU	\$6,706

PHASED SYSTEM DEVELOPMENT CHARGE INCREASE

When presented with the maximum recommended SDC, municipalities will sometimes consider a phased increase of the charge. Table 5 summarizes a schedule for such a phased approach where the SDC increases by \$755 each year to arrive at the maximum SDC charge by 2027.

TABLE 5

Phased SDC Schedule

Year	SDC Charge
2024	\$4,440
2025	\$5,195
2026	\$5,950
2027	\$6,706

FUTURE SYSTEM DEVELOPMENT CHARGE INDEXING

Section 13.30.010-G(1) of the City of Ridgefield municipal code states that water system development charge rates shall be updated annually with an annual inflation adjustment equal to the West Region Consumer Price Index (CPI-U) annual change. Section 13.30.010-G(4) also states that the water system development charge rates may only be increased three consecutive years without further council review. In the event that the indexed rates would rise for a fourth consecutive year if the index were applied, city council shall review the proposed increase during a public hearing at a regularly scheduled meeting to establish a new rate.

OTHER UTILITY RATES

Table 6 provides a comparison of the current SDC for Ridgefield, as well the SDCs (or equivalent fee) charged by other water purveyors in the area and/or of similar size as a point of comparison. The City's fee is highlighted.

TABLE 6**Other Water Purveyor SDCs**

Purveyor	SDC
Longview	\$2,031
Clark Public Utilities	\$2,900
Vancouver	\$3,574
Washougal	\$4,418
Ridgefield (Current SDC)	\$4,440
Castle Rock	\$4,621
Kalama (in-City)	\$4,500
Woodland	\$4,681
White Salmon (in-City)	\$5,287
Kelso	\$5,324
Battleground	\$5,842
Ridgefield (Proposed SDC)	\$6,706
North Bonneville	\$7,000
White Salmon (Outside of City)	\$7,464
Stevenson	\$8,223
Camas	\$9,056

APPENDIX A

COST SUMMARY

Existing Facilities Component of the SDC

Asset	Installed Cost, at time of Construction
Water Mains (6"-12")	\$7,273,000
Valves (6"-12")	\$529,000
Hydrants	\$1,027,000
PRVs	\$165,000
Reservoir	\$2,300,000
Source & Treatment	\$2,879,000
Booster Station	\$666,000
Existing Facilities Total	\$14,839,000

Porjected ERUs (based on Draft 2024 WSP, excluding DSL)

Year	Projected ERUs
2024	6,935
2034	10,566

Interest Paid

Year	1995-2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
Interest Paid	\$173,000	\$12,510	\$19,621	\$18,830	\$27,751	\$32,311	\$34,525	\$34,525	\$27,573	\$26,734

Year	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Interest Paid	\$21,611	\$56,794	\$42,399	\$42,608	\$44,491	\$42,118	\$39,746	\$23,638	\$0	\$0

Total Interest Paid (1995-2023) \$ 720,785

Total Existing Facility Component of the SDC

Existing Facility Component	Cost
Total Existing Assets	\$14,839,000
Interest	\$721,000
Cash and Cash Equivalents (2023 Comprehensive	\$3,971,000
Cost of Existing Facilities & Assets	\$19,531,000
Existing Number of ERUs (excluding DSL)	6935
Existing Facility Component (\$/ERU)	\$2,816

Future SDC Components

Year	CIP	Cost in 2024	SDC Cost
2024	D-7 South Royle Road – South 10th Way to Pioneer Street	\$899,500	\$899,500
2024-2025	ST-1 Eastside Reservoir	\$24,000,000	\$24,000,000
2004-2029	SO-1 Kennedy Farms Wells 1, 2, 3, &4	\$6,700,000	\$6,700,000
2026	North Royle Road – North 10th Street to NW 289th Street	\$2,013,000	\$2,013,000
2026	SO-2 North Royle Road Transmission Main and Intertie	\$3,580,000	\$3,580,000
2026-2027	D-14A Gee Creek Plateau Subarea – NW 259th Street to South 15th	\$2,943,000	\$2,943,000
2029	South Royle Road – NW Hillhurst Road to South Royle Court	\$961,000	\$961,000
Total Future Costs in SDC			\$41,096,500
Future Number of ERUs			10,566
Future Facility Component (\$/ERU)			\$3,890

Water Mains Inventory

Description	Size	Material	Quantity (Length, ft)	Year Constructed	CCI Value in Construction Yr	CCI Factor	Installation Cost	Cost of Replacement
Water Mains	6-inch	PVC	900	1970	1381	0.08	\$ 12,400	\$ 163,800
Water Mains	6-inch	DI	3,800	1935	196	0.01	\$ 7,400	\$ 691,600
Water Mains	8-inch	DI	7,700	1935	196	0.01	\$ 16,500	\$ 1,532,300
Water Mains	10-inch	PVC	10,300	1986	4295	0.24	\$ 543,300	\$ 2,307,200
Water Mains	10-inch	DI	3,600	1993	5630	0.31	\$ 248,900	\$ 806,400
Water Mains	12-inch	DI	1,900	1990	4933	0.27	\$ 123,300	\$ 456,000
Water Mains	12-inch	DI	1,600	1996	6087	0.33	\$ 128,100	\$ 384,000
Water Mains	12-inch	DI	800	1994	5818	0.32	\$ 61,200	\$ 192,000
Water Mains	12-inch	DI	2,100	2001	7335	0.40	\$ 202,700	\$ 504,000
Water Mains	12-inch	DI	14,500	1996	6087	0.33	\$ 1,161,300	\$ 3,480,000
Water Mains	16-inch	DI	500	1996	6087	0.33	\$ 52,400	\$ 157,000
Water Mains	16-inch	DI	5,000	2003	7867	0.43	\$ 677,100	\$ 1,570,000
Water Mains	12-inch	DI	967	2005	8459	0.46	\$ 107,600	\$ 232,100
Water Mains	10-inch	DI	1,478	2006	8641	0.47	\$ 156,900	\$ 331,200
Water Mains	12-inch	DI	6,931	2006	8641	0.47	\$ 788,000	\$ 1,663,400
Water Mains	16-inch	DI	507	2006	8641	0.47	\$ 75,400	\$ 159,200
Water Mains	10-inch	DI	2,251	2007	8618	0.47	\$ 238,200	\$ 504,200
Water Mains	12-inch	DI	704	2009	8647	0.47	\$ 80,200	\$ 169,100
Water Mains	12-inch	DI	2,350	2015	10398	0.57	\$ 321,500	\$ 563,900
Water Mains	12-inch	DI	2,083	2017	11443	0.63	\$ 313,700	\$ 500,000
Water Mains	12-inch	DI	3,590	2018	11538	0.63	\$ 545,000	\$ 861,600
Water Mains	12-inch	DI	4,078	2019	12112	0.66	\$ 649,900	\$ 978,700
Water Mains	12-inch	DI	3,495	2020	12840	0.70	\$ 590,500	\$ 838,800
Water Mains	12-inch	DI	955	2021	13683	0.75	\$ 171,900	\$ 229,100
Water Mains	Total		82,089				\$ 7,273,400	\$ 19,275,600

Valve Inventory

Description	Size	LF Water Main	Quantity (Count)	Year Constructed	CCI Value in Construction Yr	CCI Factor	Installation Cost	Cost of Replacement
Valve	6-inch	900	3	1970	1381	0.08	\$ 659	\$ 8,700
Valve	6-inch	3,800	11	1935	196	0.01	\$ 343	\$ 31,900
Valve	8-inch	7,700	22	1994	5818	0.32	\$ 25,264	\$ 79,200
Valve	10-inch	10,300	29	1935	196	0.01	\$ 1,589	\$ 147,900
Valve	10-inch	3,600	10	1993	5630	0.31	\$ 15,742	\$ 51,000
Valve	12-inch	1,900	6	1996	6087	0.33	\$ 14,416	\$ 43,200
Valve	12-inch	1,600	5	2000	7368	0.40	\$ 14,543	\$ 36,000
Valve	12-inch	800	3	2003	7867	0.43	\$ 9,316	\$ 21,600
Valve	12-inch	2,100	6	2003	7867	0.43	\$ 18,631	\$ 43,200
Valve	12-inch	14,500	41	2003	7867	0.43	\$ 127,314	\$ 295,200
Valve	16-inch	500	2	1986	4295	0.24	\$ 5,463	\$ 23,200
Valve	16-inch	5,000	14	1993	5630	0.31	\$ 50,129	\$ 162,400
Valve	12-inch	967	3	1990	4933	0.27	\$ 5,842	\$ 21,600
Valve	10-inch	1,478	5	1996	6087	0.33	\$ 8,509	\$ 25,500
Valve	12-inch	6,931	20	1994	5818	0.32	\$ 45,935	\$ 144,000
Valve	16-inch	507	2	2001	7335	0.40	\$ 9,330	\$ 23,200
Valve	10-inch	2,251	7	1996	6087	0.33	\$ 11,913	\$ 35,700
Valve	12-inch	704	2	1996	6087	0.33	\$ 4,805	\$ 14,400
Valve	12-inch	2,350	7	2003	7867	0.43	\$ 21,737	\$ 50,400
Valve	12-inch	2,083	6	2005	8459	0.46	\$ 20,033	\$ 43,200
Valve	12-inch	3,590	10	2005	8459	0.46	\$ 33,389	\$ 72,000
Valve	12-inch	4,078	12	2005	8459	0.46	\$ 40,067	\$ 86,400
Valve	12-inch	3,495	10	2006	8641	0.47	\$ 34,108	\$ 72,000
Valve	12-inch	955	3	2006	8641	0.47	\$ 10,232	\$ 21,600
Total			239				\$ 529,311	\$ 1,553,500

Hydrant Inventory

Description	Pipe Diameter	Pipe Legnth	Quantity	Year Constructed	CCI Value in Construction Yr	CCI Factor	Installation Cost	Cost of Replacement
Hydrant	6-inch	900	3	1970	461	0.03	\$ 713	\$ 28,200
Hydrant	6-inch	3,800	10	1935	477	0.03	\$ 2,458	\$ 94,000
Hydrant	6-inch	1,050	3	1994	510	0.03	\$ 788	\$ 28,200
Hydrant	8-inch	5,600	14	1935	543	0.03	\$ 3,918	\$ 131,600
Hydrant	8-inch	2,100	6	1993	569	0.03	\$ 1,759	\$ 56,400
Hydrant	8-inch	1,000	3	1996	600	0.03	\$ 928	\$ 28,200
Hydrant	8-inch	900	3	2000	628	0.03	\$ 971	\$ 28,200
Hydrant	8-inch	2,150	6	2003	660	0.04	\$ 2,041	\$ 56,400
Hydrant	8-inch	2,150	6	2003	692	0.04	\$ 2,140	\$ 56,400
Hydrant	8-inch	2,650	7	2003	724	0.04	\$ 2,612	\$ 65,800
Hydrant	10-inch	10,300	25	1986	759	0.04	\$ 9,779	\$ 235,000
Hydrant	10-inch	3,600	9	1993	797	0.04	\$ 3,697	\$ 84,600
Hydrant	12-inch	1,900	5	1990	824	0.05	\$ 2,123	\$ 47,000
Hydrant	12-inch	1,600	4	1996	847	0.05	\$ 1,746	\$ 37,600
Hydrant	12-inch	800	2	1994	872	0.05	\$ 899	\$ 18,800
Hydrant	12-inch	2,100	6	2001	901	0.05	\$ 2,786	\$ 56,400
Hydrant	12-inch	14,500	35	1996	936	0.05	\$ 16,883	\$ 329,000
Hydrant	16-inch	500	2	1996	971	0.05	\$ 1,001	\$ 18,800
Hydrant	16-inch	5,000	13	2003	1,019	0.06	\$ 6,827	\$ 122,200
Hydrant	12-inch	967	3	2005	1,074	0.06	\$ 1,660	\$ 28,200
Hydrant	6-inch	2,321	6	2005	1,269	0.07	\$ 3,924	\$ 56,400
Hydrant	8-inch	32,147	78	2005	1,381	0.08	\$ 55,513	\$ 733,200
Hydrant	10-inch	1,478	4	2006	1,581	0.09	\$ 3,259	\$ 37,600
Hydrant	12-inch	6,931	17	2006	1,753	0.10	\$ 15,358	\$ 159,800
Hydrant	16-inch	507	2	2006	1,895	0.10	\$ 1,953	\$ 18,800
Hydrant	8-inch	8,539	21	2006	1,010	0.06	\$ 10,931	\$ 197,400
Hydrant	10-inch	2,251	6	2007	2,212	0.12	\$ 6,840	\$ 56,400
Hydrant	6-inch	160	1	2007	2,401	0.13	\$ 1,237	\$ 9,400
Hydrant	8-inch	5,296	13	2007	2,576	0.14	\$ 17,258	\$ 122,200
Hydrant	6-inch	341	1	2008	2,776	0.15	\$ 1,431	\$ 9,400
Hydrant	8-inch	4,942	12	2008	3,003	0.16	\$ 18,571	\$ 112,800
Hydrant	12-inch	704	2	2009	3,237	0.18	\$ 3,336	\$ 18,800
Hydrant	6-inch	54	1	2009	3,535	0.19	\$ 1,822	\$ 9,400
Hydrant	8-inch	4,089	10	2009	3,825	0.21	\$ 19,712	\$ 94,000
Hydrant	6-inch	115	1	2010	4,066	0.22	\$ 2,095	\$ 9,400
Hydrant	8-inch	11,927	29	2010	4,146	0.23	\$ 61,963	\$ 272,600
Hydrant	6-inch	59	1	2012	4,195	0.23	\$ 2,162	\$ 9,400
Hydrant	8-inch	3,874	10	2012	4,295	0.24	\$ 22,134	\$ 94,000
Hydrant	8-inch	843	3	2014	4,406	0.24	\$ 6,812	\$ 28,200
Hydrant	12-inch	2,350	6	2015	4,519	0.25	\$ 13,973	\$ 56,400
Hydrant	6-inch	66	1	2015	4,615	0.25	\$ 2,378	\$ 9,400
Hydrant	8-inch	7,254	18	2015	4,933	0.27	\$ 45,764	\$ 169,200

Hydrant Inventory Continued

Description	Pipe Diameter	Pipe Legnth	Quantity	Year Constructed	CCI Value in Construction Yr	CCI Factor	Installation Cost	Cost of Replacement
Hydrant	8-inch	7,427	18	2016	5,121	0.28	\$ 47,501	\$ 169,200
Hydrant	12-inch	2,083	6	2017	5,320	0.29	\$ 16,451	\$ 56,400
Hydrant	6-inch	873	3	2017	5,630	0.31	\$ 8,705	\$ 28,200
Hydrant	8-inch	4,526	11	2017	5,818	0.32	\$ 32,984	\$ 103,400
Hydrant	12-inch	3,590	9	2018	5,924	0.32	\$ 27,477	\$ 84,600
Hydrant	8-inch	10,829	27	2018	6,087	0.33	\$ 84,694	\$ 253,800
Hydrant	12-inch	4,078	10	2019	6,640	0.36	\$ 34,219	\$ 94,000
Hydrant	6-inch	55	1	2019	6,958	0.38	\$ 3,586	\$ 9,400
Hydrant	8-inch	29,508	72	2019	7,137	0.39	\$ 264,827	\$ 676,800
Hydrant	12-inch	3,495	9	2020	7,368	0.40	\$ 34,175	\$ 84,600
Hydrant	6-inch	25	1	2020	7,335	0.40	\$ 3,780	\$ 9,400
Hydrant	8-inch	4,990	13	2020	7,562	0.41	\$ 50,662	\$ 122,200
Hydrant	12-inch	955	3	2021	7,867	0.43	\$ 12,162	\$ 28,200
Hydrant	6-inch	192	1	2021	8,165	0.45	\$ 4,208	\$ 9,400
Hydrant	8-inch	1,522	4	2021	8,459	0.46	\$ 17,436	\$ 37,600
Total			596				\$ 1,027,020	\$ 5,602,400

PRV Inventory

Description	Size	Year Constructed	CCI Value in Construction Yr	CCI Factor	Installation Cost	Cost of Replacement
Abrams Park Well 7 PRV Station	3" Closed PRV	1996	6087	0.33	\$ 3,300	\$ 10,000
Gee Creek Wells PRV Station	2" and 4" PRVs feeding the Low Zone	2016	10623	0.58	\$ 17,500	\$ 30,000
Gee Creek Mobile Home PRV Station	1.5" and 4" PRVs feeding Gee Creek Meadows mobile home park in the High Zone	2019	12112	0.66	\$ 16,600	\$ 25,000
Gee Creek Bridge PRV Station	2" PRV to Abrams Park	1996	6087	0.33	\$ 6,700	\$ 20,000
Hillhurst PRV Station	1.5" and 6" PRVs feeding 16 lots in the Hillhurst development	2006	8641	0.47	\$ 14,200	\$ 30,000
Osprey PRV Station	2" and 6" PRVs feeding 7 lots in the Osprey Point development	2004	8165	0.45	\$ 13,400	\$ 30,000
Cassini PRV Station	2x 2" PRVs feeding 7 lots in the Cassini View development	2003	7867	0.43	\$ 10,800	\$ 25,000
North Heron Drive PRV Station	2" and 6" PRVs feeding the Low Zone	2002	7562	0.41	\$ 12,400	\$ 30,000
Oak Street PRV Station	2" and 6" PRVs feeding lots between Hillhurt Drive and Lake River	2019	12112	0.66	\$ 19,900	\$ 30,000
Pioneer Street PRV Station	2" PRV feeding a few homes near Abrams Park	1996	6087	0.33	\$ 6,700	\$ 20,000
Northridge Drive PRV Station	4" PRV feeding some homes along Northridge Drive	2023	16721	0.92	\$ 27,500	\$ 30,000
S 56th PRV Station	4" and 8" PRVs feeding the Cemetary Reservoir	2000	7368	0.40	\$ 16,200	\$ 40,000
Total					\$ 165,200	\$ 320,000

Water Booster Stations

Description	Type	Number of Pumps	Capacity/ Horsepower	Year Built	Installation Cost	CCI Value in Construction Yr	CCI Factor	Cost of Replacement
Cemetery Booster Station	Centrifugal	2	2x100gpm / 10HP	2018	\$ 267,748	11,538	0.63	\$ 423,273
Junction	Centrifugal	4	3x 1,000gpm/ 50HP, 1@2HP	2020	\$ 322,192	12,840	0.70	\$ 457,693
					\$ 589,940			\$ 880,966

Water Storage Reservoirs

Description	Type	Capacity (gal)	Year Built	Installation Cost	CCI Value in Construction Yr	CCI Factor	Cost of Replacement
High School Reservoir	Welded Steel	600,000	1986	\$ 207,686	4,295	0.24	\$ 882,000
Cemetery Zone Reservoir	Bolted Steel	400,000	1999	\$ 149,112	7,137	0.39	\$ 381,075
Junction Backash Tank	Concrete	100,000	1985	\$ 70,147	4,195	0.23	\$ 305,000
New Junction Reservoir	Welded Steel	1,000,000	2016	\$ 1,640,824	10,623	0.58	\$ 2,817,343
				\$ 2,067,768	-	-	\$ 4,385,418

Wells

Description	Capacity	Diameter	Depth	Year Built	Installation Cost	CCI Value in Construction Yr	CCI Factor	Cost of Replacement
Well 7	300 gpm	8 in.	146 ft	1986	\$ 129,509	4,295	0.24	\$ 550,000
Well 8	300 gpm	8 in.	153 ft	1986	\$ 129,509	4,295	0.24	\$ 550,000
Well 9	300 gpm	8 in.	162 ft	1986	\$ 129,509	4,295	0.24	\$ 550,000
Junction Well	400 gpm	8 in.	326 ft	2017	\$ 470,518	11,443	0.63	\$ 750,000
Well 10	165 gpm	12 in.	225 ft	2008	\$ 464,445	8,738	0.48	\$ 969,498
Well 11	175 gpm	10 in.	217 ft	2020	\$ 494,272	12,840	0.70	\$ 702,143
					\$ 1,817,763	-	-	\$ 4,071,642

Interties

Description	Diameter	Year Built	Installation Cost	CCI Value in Construction Yr	CCI Factor	Cost of Replacement
CPU Intertie 1	8 in	1999	\$ 78,300	7,137	0.39	\$ 200,000
CPU Intertie 2	8 in	2006	\$ 94,700	8,641	0.47	\$ 200,000
CPU Intertie 3	8 in	2005	\$ 92,700	8,459	0.46	\$ 200,000
			\$ 265,700	-	-	\$ 600,000

Buildings

Description	Length (ft)	Width (ft)	Material	Year Built	Installation Cost	CCI Value in Construction Yr	CCI Factor	Cost of Replacement
Junction BPS Building	16	24	Concrete Block	1986	\$ 36,168	4295	0.24	\$ 153,600
Cemetery BPS Building	10	10	Concrete Block	2019	\$ 40,000	12112	0.66	\$ 60,238
Well 7 Builidng	10	10	Concrete Block	2007	\$ 20,000	8618	0.47	\$ 42,328
Well 8 Building + Disinfection building	14	34	Concrete Block	2007	\$ 95,000	8618	0.47	\$ 201,056
Well 9 Building	10	10	Concrete Block	2007	\$ 20,000	8618	0.47	\$ 42,328
Well 10 Building	10	10	Concrete Block	2007	\$ 62,250	8618	0.47	\$ 131,745
Well 11 Building	10	10	Concrete Block	2020	\$ 75,000	12840	0.70	\$ 106,542
Junction Treatment Building	38	25.5	Concrete Block	2017	\$ 200,000	11443	0.63	\$ 318,798
					\$ 548,418	-	-	\$ 1,056,633

Treatment

Facility	Treatment Type	Capacity	Year	Installation Cost	CCI Value in Construction Yr	CCI Factor	Cost of Replacement
Junction Well Treatment Facilit	Iron and Magnanese; Chlorination	400 gpm	2017	\$ 565,500	11,443	0.63	\$ 901,400
Abrams Park Treatment Facility	Chlorination	Unknown	2007	\$ 23,000	8,618	0.47	\$ 48,677
				\$ 588,500	-	-	\$ 950,077

APPENDIX B

METHODOLOGY

APPENDIX B
CITY OF RIDGEFIELD
SYSTEM DEVELOPMENT CHARGE STUDY
METHODOLOGY SUMMARY

The existing pipe network, including estimated valves and hydrants was developed using the City's GIS base map. The City and Gray & Osborne staff have estimated the year of installation for the various portions of the water system. The system was divided into separate lengths of pipe by assumed year of installation such that the installed value for each portion of the main could be calculated separately.

When possible (Wells 10, 11, and Junction) the estimated cost for most of the wells and treatment facilities was determined from historical bid summaries. When such data was not available (in the case of Wells 7, 8, and 9) the costs were estimated based on present-day costs for similar sized wells, scaled back to the year of installation.

Costs for the steel reservoir was sourced from the lump sum prices bid by the contractor for the reservoir at the time of construction. The concrete reservoir cost is based on the estimated cost to install a similarly sized concrete reservoir in 2022, based on Gray & Osborne's historical bid tabulations, and was scaled back to a cost at the time of installation using ENR values. The booster station cost was estimated in a similar manner, based on Gray & Osborne bid data for similarly sized booster stations. Fire hydrants were assumed to have a complete installation cost of \$8,700, including mobilization (8%), contingency (10%), tax (10%), and overhead (25%).

The existing infrastructure cost was estimated based upon current unit construction costs. Representative unit costs were used per lineal foot of DI water main. Overhead and additional installation costs were included, per Table B-1. Water valve costs are included in Table B-2.

TABLE B-1**Water Main Costs per Linear Foot**

	6-Inch	8-Inch	10-Inch	12-Inch	16-Inch
Pipe, Including Fitting, Bedding, Excavation and Backfill with Native ⁽¹⁾	\$110.00	\$120.00	\$135.00	\$145.00	\$190.00
Erosion Control (2% w/o Tax, Contingency, Mob) ⁽²⁾	\$2.20	\$2.40	\$2.70	\$2.90	\$3.80
Locate Existing Utilities (2% w/o Tax Contingency, Mob) ⁽³⁾	\$2.20	\$2.40	\$2.70	\$2.90	\$3.80
Mobilization (8% w/o Tax and Contingency) ⁽⁴⁾	\$9.15	\$9.98	\$11.23	\$12.06	\$15.81
Contingency (10%) ⁽⁵⁾	\$12.36	\$13.48	\$15.16	\$16.29	\$21.34
Subtotal	\$135.91	\$148.26	\$166.80	\$179.15	\$234.75
Tax (10%) ⁽⁶⁾	\$11.82	\$12.90	\$14.51	\$15.59	\$20.42
Admin., Engr. and Const. Mgt. (25%) ⁽⁷⁾	\$33.98	\$37.07	\$41.70	\$44.79	\$58.69
Total Cost (per linear foot)	\$182.00	\$199.00	\$224.00	\$240.00	\$314.00

- (1) Costs assumes bank run gravel trench backfill is not provided and that native material is suitable.
- (2) Erosion and Sedimentation Control is 2 percent of construction cost excluding tax, mobilization, contingency, and locate existing utilities.
- (3) Locate existing utilities is 2 percent of construction cost excluding tax, mobilization, contingency, and erosion and sedimentation control.
- (4) Mobilization is 8 percent of construction cost excluding tax, contingency.
- (5) Contingency is 10 percent of construction cost excluding tax.
- (6) Sales Tax in Ridgefield is 10 percent.
- (7) Project Administration, Engineering and Construction Management is 25 percent.

TABLE B-2**Water Valve Costs**

	6-Inch	8-Inch	10-Inch	12-Inch	16-Inch
Valves	\$2,000	\$2,500	\$3,500	\$5,000	\$8,000
Mobilization (8% w/o Tax and Contingency) ⁽¹⁾	\$160.00	\$200.00	\$280.00	\$400.00	\$640.00
Contingency (10%) ⁽²⁾	\$172.80	\$216.00	\$302.40	\$432.00	\$691.20
Subtotal	\$2,160.00	\$2,700.00	\$3,780.00	\$5,400.00	\$8,640.00
Tax (10%) ⁽³⁾	\$187.92	\$234.90	\$328.86	\$469.80	\$751.68
Admin., Engr. and Const. Mgt. (25%) ⁽⁴⁾	\$540.00	\$675.00	\$945.00	\$1,350.00	\$2,160.00
Total Cost (per valve)	\$2,888	\$3,610	\$5,054	\$7,220	\$11,552

- (1) Mobilization is 8 percent of construction cost excluding tax, contingency.
- (2) Contingency is 10 percent of construction cost excluding tax.
- (3) Sales Tax in Ridgefield is 10 percent.
- (4) Project Administration, Engineering and Construction Management is 25 percent.

Mains smaller than 6 inches in diameter were excluded from the analysis to provide a more conservative valuation of the system. Additionally, 6-inch and 8-inch mains that were installed by developers were also excluded. Valves on the included water mains are assumed to be spaced 360 feet to 800 feet apart on all mains, with a year of installation and size matching the main on which they are located. Valve spacing of 360 feet corresponds to the average spacing of valves throughout the water system (1,454 valves in 318,360 total feet of water main) and the minimum spacing of 500 feet outlined in the City's *2017 Design and Development Standards*. Similarly, hydrants are assumed to be spaced 415 feet apart on all mains with an age matching the age of the corresponding main. This assumption results in a total of 569 hydrants, which is slightly lower than the approximately 600 hydrants indicated on the City's GIS base map. This conservative estimate helps to ensure that the value of the system is not overestimated.

The estimated installed cost for each facility was adjusted to the installation year using the Engineering News Record construction cost index for the Seattle area. A maximum of 10 years of accumulated interest was added to the estimated installation cost to develop a project cost for the System Development Charge. Historical interest rates were sourced from US Federal Reserve Bank database. The interest rate used to calculate the value of 10 years of interest for each portion of the system is equivalent to the interest rate for the year of construction of that portion, with a maximum allowable interest rate of 10 percent.

The City's 2024 Draft Water System Plan identifies a number of capital improvement projects, seven of which are included in the SDC calculation. These projects have not yet been completed and are therefore included in the future facility component of the SDC. Planned operational improvements included in the Plan as well as future infrastructure improvements beyond the 10-year planning period were not included.

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Motion - Award of Design and Environmental Services Contract for Hall and Elm Community Development Block Grant Project

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns, Title 35A Optional Municipal Code
RCW Title 39 Public Contracts and Indebtedness
City Financial Policy #04: Procurement of Goods and Services

PREVIOUS COUNCIL ACTION TAKEN:

Selection of Hall and Elm project as Community Development Block Grant priority project for 2023
Incorporation of Hall and Elm project into the 2024 Capital Budget

SUMMARY/BACKGROUND:

In 2023, the City of Ridgefield's Hall and Elm project was selected for Community Development Block Grant (CDBG) funding. On July 26, 2024, the City issued a Request for Qualifications (RFQ) to retain consultant services for design and environmental studies, as well as bid and construction support.

The RFQ closed on August 20, 2024. Four consultant teams submitted, one of which was determined as non-responsive, and three of which were deemed as responsive.

The four submittals were received from:

- AKS Engineering and Forestry
- Fuller Designs (non-responsive)
- Grayling Engineers, PLLC
- Windsor Engineers.

Staff from the City's Capital Projects Program evaluated each of the three responsive submittals, and conducted interviews with all three of those teams. Evaluation criteria consisted of:

- Firm Profile
- Professional Qualifications and Expertise of Key Personnel
- Recent Experience with Similar Projects
- Project Approach and Submittal Quality
- References.

After the completion of the evaluation and interview process, the evaluation team identified the firm of AKS Engineering and Forestry as the highest rated team with which to enter negotiations for the

contract. The negotiations included refinements to the assumptions, scope elements and budget and were successfully concluded.

The project will design and construct improvements to a three-block area of downtown Ridgefield. The improvements will include approximately 600 linear feet of upgraded 8-inch ductile iron pipe, one new fire hydrant, stormwater improvements to mitigate ponding on residential lots from public runoff, approximately 140 square yards of sidewalks with associated ADA ramps, and paving. The consultant will also be expected to coordinate with the Port of Ridgefield's clean-up project currently underway in downtown Ridgefield, including these blocks.

The consultant would also be responsible for developing right-of-way and easement acquisition plans for the preferred alternative. The next project stage, Right-of-Way acquisition, is a future phase whereby a contract amendment would be extended to include acquisitions in the consultant scope of work.

The proposed work scope includes the following services:

- Project Management and Agency Coordination
- Environmental Services and Assessment (to comply with new Housing and Urban Development environmental regulations issued earlier in 2024)
- Surveying
- Preliminary and Final Design
- Plans, Specifications and Estimate
- Stormwater Drainage and Erosion Control
- Public Outreach
- Right-of-Way Assistance
- Bid Assistance
- Construction Support.

The construction administration and inspection is anticipated to be undertaken with city resources.

BUDGET/FINANCIAL IMPACTS:

The total budget for the project is \$710,000. The consultant's proposed budget is \$212,597. An additional amount of \$10,000 is requested for additional scope contingencies. It is noted that this project budget was established prior to the new HUD environmental review requirements, which for this contract adds approximately \$25,000 to the cost of consultant services. The overall project budget will continue to be tracked because of the cost impacts of this new requirement.

RECOMMENDED ACTION OR MOTION:

Council action is requested on this item. A suggested motion is:

"I move to approve the award of the Hall and Elm Project Design and Environmental Services contract to AKS Engineering and Forestry for an amount not to exceed \$212,597, with an additional contingency of \$10,000."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. 11586 20241210 Ridgefield Hall-Elm scope-budget
2. Hall and Elm CDBG



December 10, 2024

Kristin Ashenfelter, Project Manager
City of Ridgefield
PO Box 608
Ridgefield, WA 98642

RE: SCOPE AND BUDGET PROPOSAL FOR PROFESSIONAL SERVICES
City of Ridgefield P24010: Hall and Elm

Dear Kristin:

Thank you for selecting AKS Engineering & Forestry, LLC (AKS) and requesting a proposal for professional civil engineering and associated consulting services for the Hall and Elm project. Our proposed scope of work and estimated cost for these services are attached. In addition to services from AKS, this proposal includes professional services from Shannon & Wilson for geotechnical engineering, Applied Archaeological Research, Inc. for archaeological review, and Universal Field Services for right-of-way acquisition services. Our proposal is based on our scope and negotiation meetings on October 7, October 28, and November 27, 2024, email exchanges, and our experience working on similar projects.

We can begin work immediately upon receiving your authorization. If you have any questions or comments, please contact me.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC

A handwritten signature in blue ink that reads 'John Meier'.

John Meier, PE
9600 NE 126th Avenue, Suite 2520 | Vancouver, WA 98682
P: 360.882.0419 Ext. 322 | John@aks-eng.com

Attach: AKS Scope of Work (7 pages)
Budget Estimate Worksheet
Shannon & Wilson proposal
Applied Archaeological Research, Inc. proposal
Universal Field Services, Inc. proposal

Hall and Elm
Ridgefield, Washington

SCOPE OF WORK

The City of Ridgefield (City) anticipates improving Hall Street and Elm Street west of 1st Avenue, and Railroad Avenue between Hall Street and Elm Street (the Project Limits). Planned improvements include replacing the water mains in Hall Street and Elm Street, adding sidewalk on one side of each of the three roads, installing a piped storm drain system on Hall Street and Railroad Avenue to connect to the existing system in Elm Street, and repaving a 200-linear-foot segment of Hall Street east from Railroad Avenue. The project is partially funded through a Community Development Block Grant (CDBG) from the US Department of Housing and Urban Development (HUD), administered by Clark County. The City has requested AKS Engineering & Forestry, LLC (AKS) provide project management, environmental services, surveying, preliminary and final design, public involvement assistance, right-of-way acquisition services, and assistance during bidding and construction. All work outlined below will be performed by AKS and/or our subconsultants. Services will be performed under the direct supervision of a professional appropriately licensed in the State of Washington.

The Port of Ridgefield (Port) plans to remediate contamination on Elm Street and the adjacent properties starting in late spring/early summer 2025, per information shared with the City. The City plans to construct the Hall and Elm project after the remediation is complete. The remediation includes removing and replacing the contaminated soil. Therefore, we propose to begin design using record geotechnical information for infiltration rates, then perform a geotechnical investigation after the remediation work is complete.

I. PROJECT MANAGEMENT

A. PROJECT MANAGEMENT

AKS will provide project management, including:

- Coordinate, conduct, and document project meetings, to include:
 - A virtual project kick-off meeting to review the City's goals and establish clear lines of communication.
 - Monthly virtual project team meetings throughout the design process.
 - In-person design review meetings following design deliverable milestones.
- Develop a project schedule.
- Prepare monthly invoices.
- Review CDBG requirements and assist with administrative reporting.
- Coordination with the Port

B. DELIVERABLES

- Meeting agenda and notes
- Project schedule
- Monthly invoices
- Draft grant reports



II. ENVIRONMENTAL SERVICES

A. ENVIRONMENTAL COORDINATION

The CDBG funding requires compliance with the National Environmental Protection Act (NEPA). AKS will coordinate with the City and Clark County/HUD to provide basic project information for Clark County to prepare the Environmental Review. This will include up to two virtual meetings as well as phone calls and email correspondence.

B. CULTURAL RESOURCES STUDY

The CDBG funding requires compliance with Section 106 of the National Historic Preservation Act. AKS, through our subconsultant, Applied Archaeological Research, Inc. (AAR), will perform a cultural resources (archaeological) study in accordance with Section 106 requirements, per the attached AAR proposal.

C. ENVIRONMENTAL REVIEW RECORD (CONTINGENT TASK)

If required by Clark County/HUD and authorized by the City, AKS will assist the City in preparing required documentation in accordance with the CDBG Environmental Review (ER) procedures. AKS will prepare the required ER documentation using the HUD suggested formats. This will include:

- Coordination with the City and Clark County, as necessary, to complete the required documentation. This will include up to two virtual meetings as well as phone calls and email correspondence.
- Research and completion of the required worksheets/checklist, including attainment of all required supporting documentation.
- Preparation of the required Environmental Assessment (EA) documentation.

D. DELIVERABLES

- Cultural resources report
- Environmental Review Record (contingency)

III. SURVEYING

A. TOPOGRAPHIC SURVEYING SERVICES

AKS will perform the following surveying services within the Project Limits, to include 100 feet beyond the centerline of each intersection:

- Conduct field surveying to locate existing property corners and other survey monuments of record to determine the existing right of way.
- Establish local control based on NAVD29(47) vertical datum utilizing a Clark County benchmark.
- Research to obtain as-built plans/maps from applicable agencies and utility providers.
- Contact the Washington Utility Notification Center (locate services) and request field marking of public underground utilities in the area.
- Perform a topographic/site field survey of the existing conditions, including ground elevations and locating features such as building perimeters; concrete paving, sidewalks, and pads; significant vegetation and trees larger than 6-inch diameter; asphalt paving; fences; aboveground utilities and utility markings of belowground utilities; drainage structures (including pipe inlet and outlet directions, sizes, and elevations) and other physical improvements. The surveyed area will include the right of way plus 10 feet within the Project Limits.
- Walk the project area with a GoPro Max camera to obtain 360-degree field of view video.

- Prepare an Existing Conditions Map showing the topographic/site features in electronic format (CAD). The topography will have a one-foot contour interval.

B. DELIVERABLES

- Existing Conditions Map, submitted electronically to our in-house design team
- Project area video, for internal use

IV. PRELIMINARY AND FINAL DESIGN

AKS will prepare plans, specifications, reports, and estimates of construction costs based on the scope of improvements identified above. AKS will subcontract the geotechnical investigation and pavement design to Shannon & Wilson per the attached subconsultant proposal.

A. COLLECT AND REVIEW CURRENT DATA

AKS will request and, upon receipt, review as-built records of City utilities, records of communications with adjacent property owners, and video or photographic records of storm events to provide a baseline for design and an understanding of the history between the City and the neighborhood.

B. ARBORIST EVALUATION

An AKS arborist will visit the site and perform a visual evaluation of existing trees in the Project Limits for general health and structural conditions including analysis of the critical root area. The arborist will provide written recommendations to the internal design team for tree protection and preservation, as well as protection standards and alternative construction techniques for minimizing impacts to the trees, assuming sidewalk construction will be at least 10-feet from the face of any preserved tree. Although measures will be identified to minimize impacts to trees, construction in the critical root zone will inherently increase the City's risk associated with trees in and adjacent to the right of way.

C. STORMWATER MAPPING

The project aims to mitigate ponding on residential lots from public runoff. AKS will use the existing conditions map and visual observation outside the survey limits to map stormwater flowpaths within the project area as well as on 1st Avenue between Hall and Elm Streets. We will review our findings with City staff and make recommendations for stormwater collection, including any needed expansion of the project area to meet the project objective.

D. GEOTECHNICAL INVESTIGATION

After the remediation project is complete, AKS, through our geotechnical engineering subconsultant, Shannon & Wilson, Inc. (S&W), will perform a geotechnical investigation to determine infiltration rates to support the stormwater design, per the attached S&W proposal.

E. UTILITY COORDINATION

Following completion of 50% design, AKS will initiate coordination with the utility companies. AKS will identify key locations where franchise utilities may be in conflict and hire a vacuum excavation contractor to locate these utilities. Our budget includes allowance for one day of vacuum excavation effort.

We will identify utilities where relocation is necessary and provide as-built information to the utilities. Once plans are complete, we will provide plans to the utilities to coordinate their design.



F. PLANS AND SPECIFICATIONS

Plans will be prepared in AutoCAD to clearly convey the project design to the construction contractor and permitting agencies. Plans will generally be at a scale of 1"=40' on 11"x17" sheets and will include the planned improvements as described above, including curbs, gutters, and planting plans for up to six biofiltration basins. Plans will be submitted at 50%, 90% and 100% milestones.

For specifications, AKS will prepare a project manual utilizing a template to be provided by the City. The template will include all necessary documents in MS Word format. AKS will customize the frontend documents for this project (Invitation to Bid, Instructions to Bidders, Scope of Work, etc.), prepare the bid form, and prepare special provisions to the current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction where needed to clarify or define the work. Specifications will be submitted at the 90% and 100% milestones.

G. STORMWATER DRAINAGE AND EROSION CONTROL

Analysis will be completed to determine runoff quantities associated with the existing and proposed improvements to assess water quality and conveyance needs based on the 2019 Stormwater Management Manual for Western Washington. AKS will prepare a stormwater management narrative and technical report, including the total estimated disturbance area, estimates of cut/fill volumes, and estimates of existing and increased runoff, and a Storm Water Pollution Prevention Plan (SWPPP) as required by the Construction Stormwater General Permit.

As required by CDBG funding, the guidance in the *Consultation Guidance for Washington State Prepared in collaboration with National Marine Fisheries Service. For ESA and EFH in Washington State only For Responsible Entities under 24 CFR part 58, & 24 CFR Part 50* will be followed. We anticipate the project will require consultation with NMFS and will qualify for inclusion in the programmatic consultation process. AKS will incorporate Low Impact Design methods to address stormwater generated by the project where practicable and will prepare an *Action Notification Form* for submission to NMFS by the City as the Responsible Entity.

H. COST ESTIMATE

AKS will prepare a detailed estimate of construction cost based on unit prices for similar work in southwest Washington and adjusted based on the engineer's experience. The construction cost estimate will be submitted at 50%, 90%, and 100% milestones.

I. DELIVERABLES

Deliverables will be in PDF format. Review comments will be addressed in each subsequent submittal. Final plans, reports, and specifications will be suitable for upload to City's online bid document distribution site. Deliverables will include:

- Plans (50%, 90%, 100%)
- Specifications (90%, 100%)
- Stormwater Report (90%, 100%)
- NMFS *Action Notification Form*
- Construction Cost Estimate (50%, 90%, 100%)

V. PUBLIC INVOLVEMENT PROGRAM

The purpose of the public involvement (PI) program is to make informed decisions that consider and reflect the needs and opportunities that may be present among the community that the project is designed to serve. To that end, AKS will perform the following to support the City's PI program:

A. PI MEETINGS

- Attend up to two (2) open house meetings (one each after 50% design and 90% design milestones) to provide project information and address specific questions and concerns related to the project. Public meetings may be conducted in-person, virtually, or in a hybrid setting.

B. PI MATERIALS

- Develop graphics consisting of the project plan and profile drawings to support the City's PI activities and outreach.

C. DELIVERABLES

- Informational graphics

VI. RIGHT-OF-WAY SERVICES (CONTINGENT TASK)

If authorized, AKS will determine private property needs for the project. It is assumed that only minor encroachments for the benefit of the private property owner will be needed, and that Clark County/HUD will authorize the use of Temporary Construction Access Agreement (TCAA) or similar. AKS and our right-of-way subconsultant, Universal Field Services, Inc. (UFS) will coordinate with City staff and perform the following:

A. DOCUMENT PREPARATION

- Review the private property impacts for the project.
- Prepare a map suitable for use to identify needed easement areas.
- Coordinate with Clark County/HUD for approval of a compensation methodology based on tax assessed values.

B. ACQUISITIONS

- Coordinate with property owners to execute up to eight (8) TCAAs as described in the attached UFS proposal.

C. DELIVERABLES

- TCAA map
- Upon execution, deliver executed TCAAs and associated files

VII. ASSISTANCE DURING BIDDING AND CONSTRUCTION (CONTINGENT TASK)

The City will manage the bidding and construction phases of the project, including bid advertisement, contractor selection, contracting, construction management, and construction inspection. If authorized, AKS will provide engineering support during bidding and construction, including:

A. BIDDING SUPPORT

- Attend pre-bid conference
- Provide responses to bidder questions and requests for information (RFIs) related to the project design and specifications (up to 4 questions/RFIs assumed).
- Review bids.

B. CONSTRUCTION SUPPORT

- Attend pre-construction meeting.
- Review contractor technical submittals (up to 8 submittals assumed).



- Review and respond to contractor RFIs (up to 4 RFIs assumed).
- Provide requested design changes, if any (up to 16 hours of effort assumed).
- Attend milestone inspections and prepare punch list of incomplete items (substantial and final).
- Review closeout documentation.

C. DELIVERABLES

- Responses to bidder questions and RFIs
- Bid review comments
- Submittal review comments
- Response to RFIs
- Inspection punch list (substantial and final)

SCHEDULE

We understand the City would like to construct the project as soon as possible, but not before the Port has completed cleanup of the contaminated soil in the project area. According to preliminary information from the Port, cleanup is expected in the summer of 2025. Therefore, we propose the following milestones:

Notice to Proceed	January 2, 2025
50% Design Submittal	April 15, 2025
90% Design Submittal	Fall 2025
Final PS&E (Bid ready)	Winter 2026
Construction	Summer 2026

ESTIMATED COST

AKS will perform the above scope of services on a time and expenses basis at our published standard hourly rates and receiving reimbursement for subcontracts and expenses, such as mileage, deliveries, and commercial reproduction at cost plus 10 percent. We estimate the cost of these services will not exceed **\$212,597**, including sales tax, as detailed in the attached Budget Estimate worksheet.

ASSUMPTIONS

- Contamination will be completed by the Port in Summer 2025.
- If the remediation project significantly changes the ground surface or other surveyed features, additional survey may be required; the additional services may be added by amendment.
- The City will provide public involvement including planning, scheduling, advertising, and documenting public meetings, making project information available to the public, and summarizing comments received.
- The City wishes to preserve trees in the project area and understands the inherent risk of trees in or adjacent to the right of way and the impact that construction may have on these trees.
- No streetlight or other electrical design is required.
- Landscaping does not include specialty landscape features such as arbors, trellises, or water features that require specialized custom detailing or structural engineering.
- No irrigation system is required or included.
- No retaining walls are required or included.



- Vacuum excavation for utility potholing will not require traffic control. Excavations will be backfilled using sand.
- No permit coordination with BNSF Railway is required.
- A State Environmental Policy Act (SEPA) Checklist is not required.
- The project qualifies for and can be designed to meet the requirements of NMFS' HUD Programmatic Biological Opinion for Projects in Washington #WCR-2020-00512.
- The City or Clark County will complete the required NMFS Action Completion Report.
- No cultural resources will be identified in the field study. If cultural resources are found, additional costs to document the resource will apply.
- The City will pay all permit application fees directly.
- Clark County/HUD will authorize the use of TCAA (or similar) that allows access to private property during construction based on a set price without appraisal. TCAAs will not require any additional property surveying or title reports.
- Record drawings will be provided by the contractor and are not included.



Project Budget Estimate
Ridgefield P24010: Hall and Elm
AKS #11586

AKS ENGINEERING & FORESTRY, LLC																					
Principal In Charge	Project Manager	QA/QC Reviewer	Project Engineer	Eng. Designer	Eng. CAD Tech	Sr. Landscape Architect	Landscape Architect	Project Surveyor	Survey Tech	Survey Crew (2 Person)	Sr Natural Resources Manager	Natural Resource Specialist	Natural Resources Technician	Sr. Certified Arborist	Certified Arborist	Project Coordinator	Subcontract Shannon & Wilson (Geotech)	Subcontract AAR (Archaeology)	Subcontract UFS (Right of Way)	Reimbursable Expenses	ESTIMATED TOTAL COST
\$245.00	\$230.00	\$245.00	\$185.00	\$165.00	\$145.00	\$195.00	\$150.00	\$185.00	\$145.00	\$275.00	\$240.00	\$170.00	\$130.00	\$190.00	\$165.00	\$100.00	1.1	1.1	1.1	1.1	
Project Tasks & Estimated Personnel Hours																					
TASK 1: Project Management																					
On-going Project Management (Nov 24-Feb 25, Sept 25-Jan 26=8 months)	8	16		1	2											16					\$7,240
Project Kickoff Meeting		1																			\$745
Project Coordination Meetings (monthly) and Design Review Meetings (2)		6		6	6											12					\$4,680
CDBG Support		2		4												18					\$3,000
Coordination with Port of Ridgefield		4		4																	\$1,660
TASK 2: Environmental Services																					
Environmental Coordination		2									8		8			2					\$3,620
Cultural Resources Study		1		2							2					2		\$7,000			\$8,980
Environmental Review Record (Contingent Task)		4									24	40	40			2				\$100	\$18,990
TASK 3: Surveying																					
Research and Utility Locates								2	4							2					\$1,150
Field Surveying (Control, ROW, and topo)										30										\$60	\$8,316
Existing Conditions Base Map								15	24												\$6,255
TASK 4: Preliminary and Final Design																					
Collect and Review Current Data		1		2	4																\$1,260
Arborist Evaluation														2	16					\$50	\$3,075
Stormwater Mapping				8	16																\$4,120
Geotechnical Investigation				4												2	\$7,245				\$8,910
Utility Coordination & Potholing				4	16															\$3,600	\$7,340
Preliminary Plans (50%)		3		16	44	42										1					\$17,100
Preliminary Cost Estimate		2		4	8																\$2,520
Pre-final Plans (90%)		6	4	20	64	34	4	20								1					\$25,430
Pre-final Specifications		2	2	8	16		1	4													\$5,865
Pre-final Cost Estimate		1	2	2	8		1	4													\$3,205
Final Plans (100%)		1	2	4	16	8	1	4								1					\$6,155
Final Specifications		1		4	8		1	1													\$2,635
Final Cost Estimate		1		1	4																\$1,075
Stormwater Drainage and Erosion Control		2	2	8	24	4										1					\$7,070
TASK 5: Public Involvement Program																					
PI Meetings		4		4																\$50	\$1,715
PI Materials		2		2		8															\$1,990
TASK 6: Right-of-Way Services (Contingent Task)																					
Document Preparation		4		4	8			16								4					\$6,340
Negotiations		2		4												2			\$17,356		\$20,492
TASK 7: Assistance During Bidding & Construction (Contingent Task)																					
Bidding Support		4		10	12		1	2								2					\$5,445
Construction Support		12		24	36	4	2	8								8				\$100	\$16,220
ESTIMATED PERSONNEL HOURS SUBTOTAL																					
ESTIMATED COST SUBTOTAL																					
8	84	12	150	292	100	11	43	33	28	30	34	40	48	2	16	76	-	-	-	-	-
\$1,960	\$19,320	\$2,940	\$27,750	\$48,180	\$14,500	\$2,145	\$6,450	\$6,105	\$4,060	\$8,250	\$8,160	\$6,800	\$6,240	\$380	\$2,640	\$7,600	\$7,970	\$7,700	\$19,092	\$4,356	\$212,597
\$212,597																					

Breakout of Base Work \$145,111
Breakout of Contingent Task Work \$67,487

October 24, 2024

David Lundin, PE
AKS Engineering & Forestry, LLC
9600 NE 126th Avenue, Suite 2520
Vancouver, Washington 98682

RE: RIDGEFIELD – HALL AND ELM
PROPOSAL TO PROVIDE INFILTRATION TESTING DATA

At your request, Shannon & Wilson, Inc. (Shannon & Wilson), is pleased to submit to you this proposal to provide infiltration testing data for the City of Ridgefield's Hall and Elm project. We present our understanding of the project, our proposed scope of work, and our estimated fees and schedule for completing the study herein.

PROJECT UNDERSTANDING

We understand that Ridgefield would like to improve three blocks of its residential downtown area along a block of Hall Street, Elm Street, and N Railroad Avenue. AKS Engineering & Forestry, LLC (AKS) will be providing the civil engineering for this project. We will be working directly under AKS and will be supporting their design. We understand that services for this project will include infiltration testing only.

SCOPE OF SERVICES

Consultant shall conduct a geotechnical field investigation to explore the following:

- Testing to determine infiltration rate, K_{SAT} .

Consultant shall provide documentation which summarizes and presents the results of the investigation and laboratory testing.

Task 1 Site Reconnaissance

Consultant shall conduct a geologic reconnaissance of the site consisting of up to 1 site visit. As part of the site reconnaissance work, Consultant shall:

- Observe surface conditions that may be indicative of subsurface conditions of concern, as well as past or ongoing geologic processes (e.g., areas of seeps or springs, erosion, unstable slopes, shallow groundwater, roadway settlement, offsets and depressions, existing earthwork performance, exposed soil and bedrock units).

- Identify site constraints, staging concerns for exploration.
- Locate and mark hand-auger boring locations.

Task 2 Infiltration Rate Exploration

Consultant shall utilize the One Call utility notification to locate all underground utilities.

Consultant assumes that a free Right of Way Sign Permit will be required to perform the field investigation and no other permits are required.

The anticipated subsurface exploration to be performed for the Project are shown in the following table:

TEST METHOD	EST #	DEPTH(S) OF EXPLORATION(S)	INSTRUMENT(S) TO BE INSTALLED
Hand-Auger Borings	3	~5 feet	none

Consultant shall perform three hand-auger borings to depths of approximately 5 feet or refusal. The borings may need to be hand-dug test pits for the upper 1 to 2 feet if conditions are difficult for the hand-auger tools. The purpose of the hand-dug borings will be to collect bulk samples for laboratory testing.

Consultant shall provide an experienced Professional Engineer or Certified Engineering Geologist, licensed in Washington to supervise the field operations for in situ data gathering.

Assumptions:

- Subsurface materials are non-hazardous.
- Traffic control will not be required.

Consultant shall perform laboratory tests on recovered bulk soil samples. The laboratory testing program must be performed in accordance with standard ASTM practices to include the following:

- Up to 3 sieve analysis with hydrometer tests.

Infiltration rate, K_{SAT} , will be estimated using the Soil Grain Size Analysis methods as described in 2024 Stormwater Management Manual for Western Washington.

Task 3 Data Reporting

Consultant shall prepare a Geotechnical Data Report which presents boring logs of the hand-dug borings and laboratory testing data.

The report will present the soil grain size data for use to calculate infiltration rates. The correction factor chosen to determine the design infiltration rate must come from the stormwater engineer responsible for the stormwater system.

CONSULTANT DELIVERABLES AND SCHEDULE

Consultant shall provide:

- Draft Geotechnical Data Report within 6 weeks following completion of the explorations.
- Final Geotechnical Data Report within 1 weeks of receipt of comments from City.

ESTIMATED FEES

Our estimated fee for labor and expenses for the above scope of services is **\$7,245**. A breakdown of labor and expenses is included in the attached Table 1, Estimated Cost of Services Breakdown.

We propose to perform these tasks on a time-and-expense basis. We have also attached our 2025 Billing Rates to this proposal. The total estimated costs will not be exceeded without prior written authorization. We have also included our Standard Terms and Conditions.

ADDITIONAL INFORMATION

Shannon & Wilson has prepared the attachment "Important Information About Your Geotechnical/Environmental Proposal" to assist you and others in understanding the use and limitations of our proposal.

Thank you for the opportunity to submit this proposal; we look forward to working with you on this project. If you have any questions or wish to further discuss the scope of work and cost, please call Stephen McLandrich at (503) 210-4777 at your convenience.

Sincerely,

SHANNON & WILSON

Stephen McLandrich, PE
Associate

SMM

Enc. Table 1 – Estimated Cost of Services Breakdown
 2025 Schedule of Fees – Billing Rates
 Standard General Terms and Conditions
 Important Information About Your Geotechnical/Environmental Proposal

TABLE 1: ESTIMATED COST OF SERVICES BREAKDOWN

Ridgefield - Hall and Elm AKS 113963															October 24, 2024 Shannon & Wilson, Inc. Prepared by SMM			
TASK		VP	Sr. Assoc.	Assoc.	Sr. Prof. III	Sr. Prof. II	Sr. Prof. I	Prof. IV	Prof. III	Prof. II	Sr. Office Srvcs	Office Srvcs IV	Office Srvcs III	Office Srvcs II	TOTAL HOURS	TOTAL LABOR	TOTAL DIRECT COSTS	TOTAL TASK AMOUNT
1	Site Reconnaissance	1								4	1				6	\$865	\$48	\$913
			\$245							\$500			\$120					
2	Infiltration Rate Exploration	1								10	2				13	\$1,735	\$1,113	\$2,848
			\$245							\$1,250			\$240					
3	Data Reporting	1	6	1		6				4				18	\$3,485		\$3,485	
		\$310	\$1,470		\$205		\$1,020						\$480					
TOTALS																		
TOTAL HOURS		1	8	1		6				14		7						
AVERAGE HOURLY RATES		\$310	\$245	\$230	\$205	\$185	\$170	\$150	\$140	\$125	\$150	\$130	\$120	\$110				
TOTAL LABOR ESTIMATE		\$310	\$1,960		\$205		\$1,020			\$1,750			\$840		37	\$6,085	\$1,160	
															TOTAL ESTIMATED FEES AND LABOR		\$7,245	

DIRECT COSTS (ODC) BY TASK	1	2	3	TOTAL
Travel: Milage	48	48		95
Traffic Control - Not included				
Drilling Subcontractor - Not included				
Private Utility Locator Subcontractor - Not included				
Field Equipment Rentals		30		30
Laboratory Testing		1,035		1,035
Total	48	1,113		1,160



November 4, 2024

David Lundin, PE
Public Works Manager
AKS Engineering & Forestry, LLC
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682

Re: Proposal and cost estimate for a formal survey in advance of roadwork to be conducted on Hall Street and Elm Street in Ridgefield, Washington

Dear David Lundin:

Applied Archaeological Research, Inc., (AAR) appreciates the opportunity to provide AKS Engineering & Forestry, LLC, (AKS) with this proposal for a cultural resources study of an roughly 900-foot project area where new water mains, sidewalks, and stormwater systems will be constructed.

The project is partially funded by a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD). CDBG funding makes this project an undertaking of the federal government under HUD jurisdiction. Under Section 106 of the National Historic Preservation Act of 1966, as amended, and its implementing regulations, 36 CFR 800, HUD has the responsibility to ensure that the development project has no adverse effect on historic properties. AAR's formal archaeological study of the tract will aid HUD in complying with its Section 106 responsibilities. Tasks to be completed for the study are described below.

Project Tasks

Task 1. Project Management and Administration

This task will include coordinating with AKS, HUD, the Washington State Department of Archaeology and Historic Preservation (DAHP), affected tribes, and any other project stakeholders. It also accounts for day-to-day management of project affairs, including logistics, maintenance of the project supply chain, office support, and participation in meetings or conference calls, as needed.

Task 2. Background Research

This task includes a review of pertinent literature, records, documents, maps, and reports related to the natural and cultural history of the project area and its environs, as well as of its historical development. Background research will focus on the area within a one-half-mile-radius of the project site. It will include a review of archaeological records on file at the DAHP using its Washington Information System for Architectural and Archaeological Records Data (WISAARD) web portal. Records on file at the Clark County Assessor's Office will be consulted to aid in the identification of built environment cultural resources that are more than 50 years of age that are in the area of potential effects (APE). Literature that is not usually consulted as part of a predetermination project will be researched.



Task 3. Fieldwork

Fieldwork will include an intensive pedestrian survey and the excavation of shovel test pits (STPs). To start, accessible parts of the property will be investigated using survey transects spaced no more than 20 meters apart. Archaeological material encountered on the ground surface will be inventoried and analyzed to the extent possible.

Following the surface survey, STPs will be hand excavated in accessible parts of the APE to search for buried archaeological deposits. It is customary for a formal survey used in Section 106 compliance to include the excavation of four STPs per acre. Because the project area encompasses less than one acre, four STPs will be excavated. The STPs will be placed in accessible parts of the project area that are not covered with water, concrete, or compacted gravel, or that are obviously disturbed to such an extent that the presence of archaeological deposits is precluded. The STPs will consist of cylindrical pits, minimally 30 centimeters in diameter, that would be excavated to sufficient depth to ensure that culturally sterile sediment has been reached. Sediment excavated from the STPs would be screened through one-quarter and one-eighth-inch hardware mesh. STPs will be completely backfilled, and the location of each STP will be plotted onto a project map. Artifacts found in the STPs will not be collected but will be analyzed in the field and left in place or returned to the appropriate STP. Artifact locations will be marked on a project map.

Task 4. Report Preparation

AAR will prepare a report that describes the results of the field and in-field analysis. It will include a statement of goals and objectives, compliance framework, a description of field methods, data analysis and interpretations, and recommendations. The report will be illustrated with figures and photographs. It will be supplemented with tables and appendices, as appropriate. AAR will provide AKS with digital copies of the report for review. Once a final report is accepted, AKS will submit it to HUD.

Cost and Schedule

AAR's cost estimate assumes that the project area will be accessible and that there will be a steady flow of work uninterrupted by events for which AAR has no control. It is assumed that four STPs will be excavated. It is assumed that no cultural resources will be identified. Based on these assumptions, AAR will conduct the survey for **\$7,000.00**. The price includes all labor costs and direct expenses. It is good for the next 45 days. Terms are net-30. Balances outstanding after 30 days are subject to a monthly compounding two percent finance charge.

Please note that the cost does not include the expense of cultural resources if found. It costs **\$1,000.00** to document an archaeological resource. Similarly, it costs **\$1,000.00** to document a historic property or a small ensemble of related historic properties such as a home and a detached garage.

We are currently between **three and four weeks** from starting new projects. Between now and then, AAR will file a one-call ticket for locates, conduct the background research, and prepare the parts of the report that can be finished in advance of the fieldwork.



APPLIED
ARCHAEOLOGICAL
RESEARCH, INC.

Following the fieldwork, if no cultural resources are found, a project report should be ready to submit within **25 to 30** working days. If cultural resources are found, submittal of the project report may be delayed until the Washington DAHP approves of documentation forms for them.

Closure

We look forward to working with you on this project. Please call me at 503-281-9451 or send me an email at sloane@aar-crm.com if I can provide additional information or answer any questions.

Sincerely,

Sloane St. Croix, M.F.A.
Operations and Finance Manager



Scope of Services
City of Ridgefield – Hall and Elm Improvements Project
December 5, 2024

Right-of-Way (R/W) Service – Temporary Construction Easement Agreements

Consultant shall provide labor, equipment and materials to acquire eight properties for AKS and the City of Ridgefield. The City and/or AKS will provide the property owner information, maps, descriptions, and documents needed.

R/W activities shall confirm to the standards contained in the Uniform Act of 1970 and amendments, the laws of the State of Washington and City Policies and Procedures.

Title – Consultant will obtain 8 last vesting deeds. .

Deliverable(s)

8 Last vesting deeds

Rights of Entry

Consultant shall seek rights of from eight (8) properties which will include needed temporary construction access agreements (TCAA) for the City approved base compensation of the City in the amount between \$500.00. and \$2,000.00.

Consultant will research the ownership status of the parcels with last vesting deeds.

Consultant shall compile and/or prepare all essential documents to be submitted to the owner using City approved documents. These include, but are not limited to project information letter, acquisition and relocation brochures, map of the acquisition, and instruments of conveyance.

Consultant shall meet the property owners in person to present the offers.

Consultant shall provide the property owners with:

A written notice of the City’s offer, map of the acquisition, conveyance documents, and a form W9.

Consultant shall prepare and maintain written diaries of negotiator contacts with the property owners to document:

- contact with the property owner regarding the offer,

- owners' suggestions for changes in plans,
- responses to owners' counterproposals, etc.

Consultant shall make every reasonable effort to acquire the needed temporary access expeditiously.

Assumptions

- 8 properties require acquisition.
- No relocation activity is anticipated.

Deliverable(s)

- 8 completed files (File includes: All correspondence, signed conveyance document, form w9, diary of negotiator contacts with property owners and last vesting deed)

PROJECT BUDGET

The proposed budget is time and materials based on 8 an approved method similar to a Temporary Construction Access agreement acquisition. The total not-to -exceed amount is \$17,356.00 a copy of the budget spreadsheet is attached as Exhibit "A".

Universal Field Services, Inc.
PO Box 2354
(503) 399-8002



City of Ridgefield - Hall and Elm Improvements

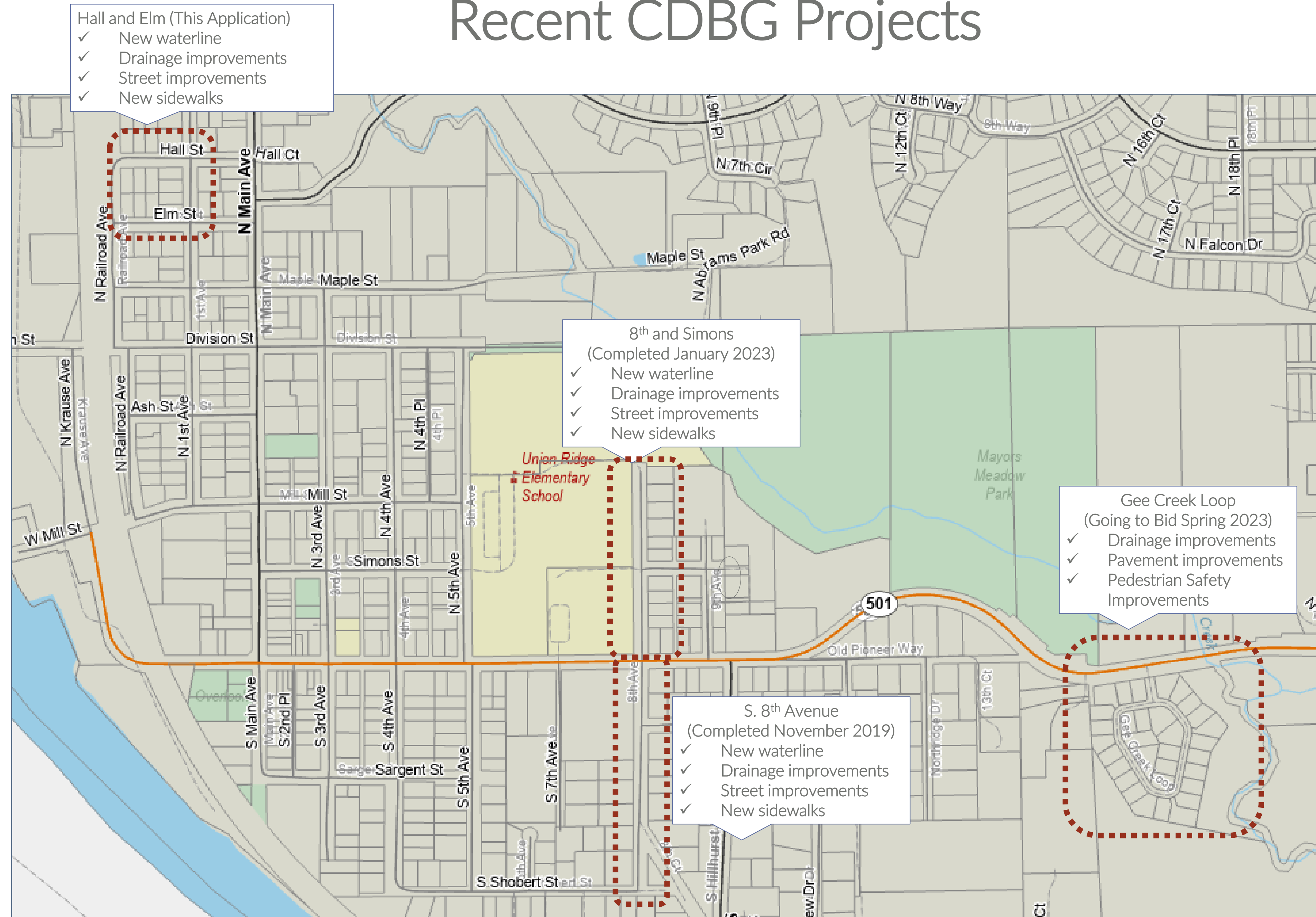
AKS 12-5-24

	-			# of Parcels	
Project Manager	4	Hours	\$108.00	8	\$3,456.00
Vesting Deeds	8	Each	\$40.00		\$320.00
Sr. Title Specialist	2	Hours	\$60.00	8	\$960.00
Sr. Right of Way Agent	17	Hours	\$80.00	8	\$10,880.00
Mileage	2,000	Miles	\$0.67		\$1,340.00
Miscellaneous Expenses					\$400.00

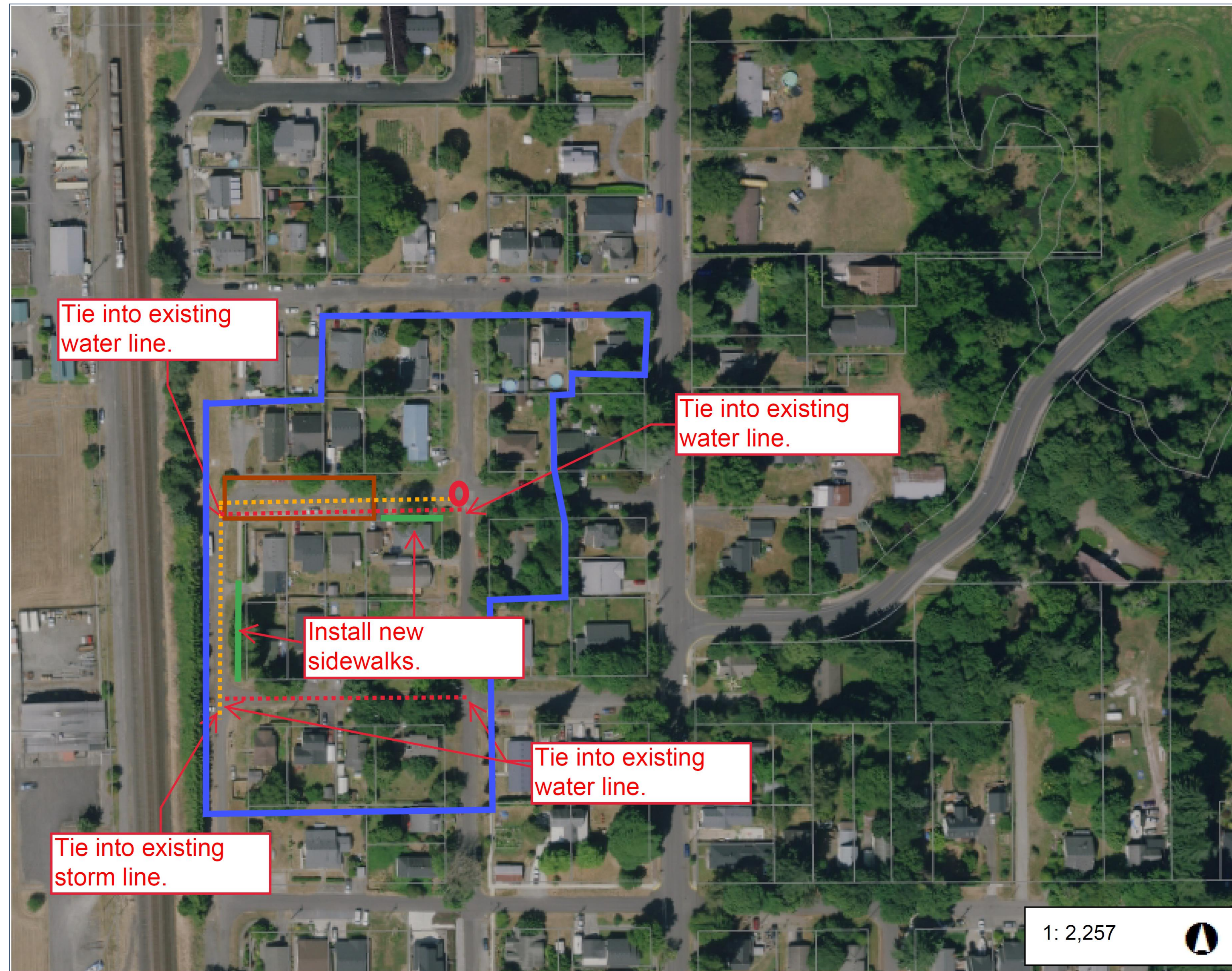
Total Acquisition Consultant Estimate \$17,356.00

Hall and Elm St

Recent CDBG Projects



Hall and Elm Proposed Project



Legend

- Taxlots
- Proposed Survey Boundary.
- Proposed 8 in DIP Water line. 300 LF each (600 Total)
- Proposed 12 in Stormwater with Catch Basins 600 LF
- Proposed Hydrant
- Proposed Sidewalk 250 LF.
- Proposed 3 in HMA full depth repair (200 LF x 16 LF)

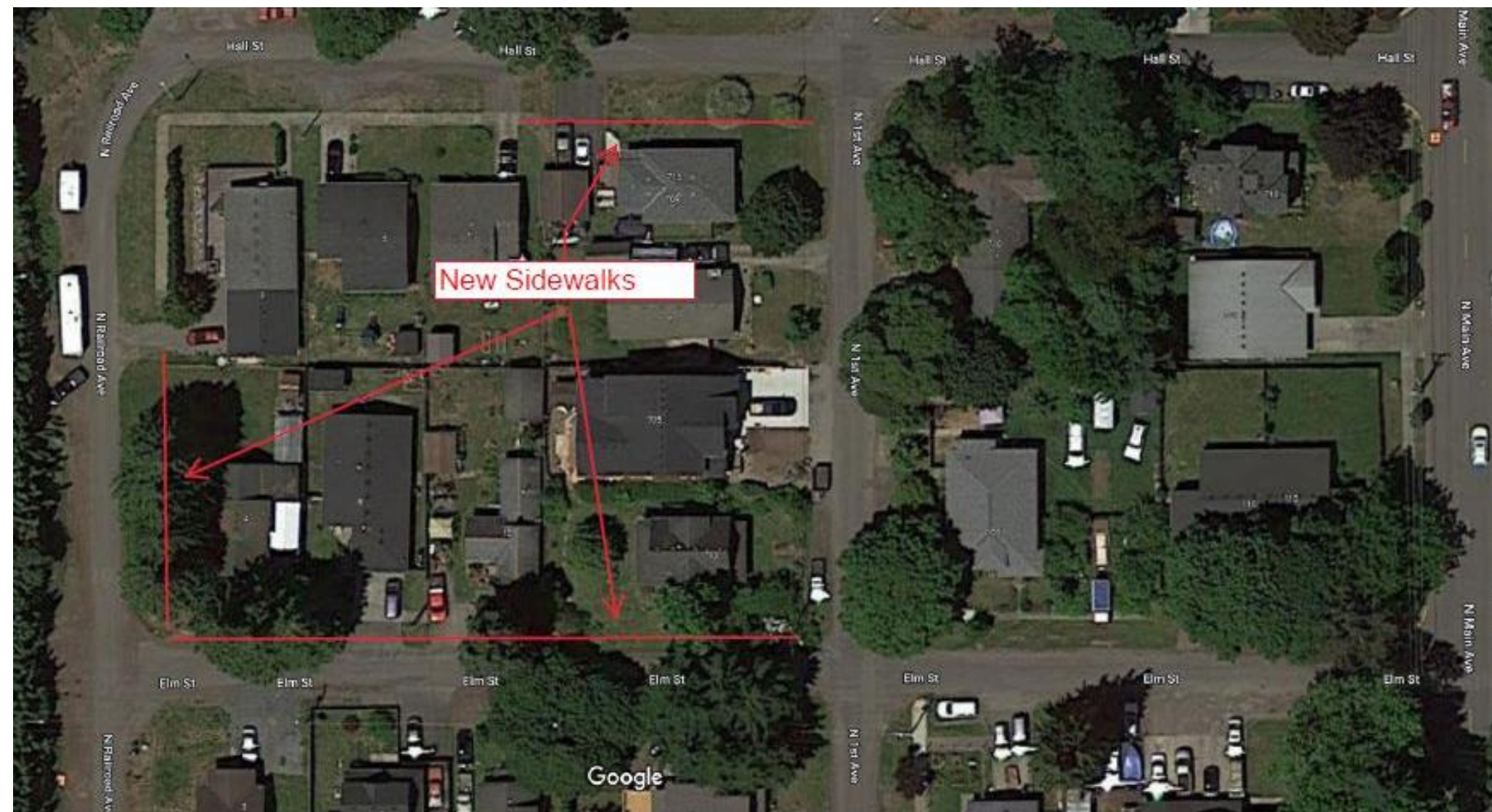
Project Elements



Improving Roadway and New Waterline



Drainage Improvements



Adding Sidewalks





Examples of Roadside Rain Gardens



**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Motion - Pioneer Widening and Discovery Drive (50th Place) Roundabout
Project Update and Approval of Combined Change Orders

GOVERNING LEGISLATION

Revised Code of Washington Title 35 – Cities and Towns
Title 35A Optional Municipal Code
Title 39 - Public Contracts and Indebtedness, and
City Financial Policy #04: Procurement of Goods & Services.

PREVIOUS COUNCIL ACTION TAKEN:

Award of Construction Contract to Active Construction, Inc (June 13, 2024)
Inclusion of project in 2024 and 2025 Capital budgets.

SUMMARY/BACKGROUND:

Since the Pioneer Widening and Discovery Drive (50th Place) Roundabout project began in late June, a lot of work has progressed and the project is now approximately 33% complete. This provides an opportunity to report on progress to date and the financial status of the project.

The contract documents provided for several incentives if the contractor meets specific milestones. Unfortunately, the start of the work was delayed over four weeks due to the length of time to secure the necessary permits to start the site work and ground disturbance activities. That in turn delayed the contractor's ability to meet some of the original early completion incentive milestones. City staff and the construction management team met to negotiate revisions to the incentive milestones, payment schedule and timelines for the work. This resulted in proposed Change Order 01 which is attached to this staff report.

The contractor was able to meet two of the revised early completion incentives, which is to complete Culvert #2 and Phase 1 of the project with a new road corridor between Pioneer Street at Discovery Drive and Pioneer Canyon Drive at 53rd Place near Costco, which consisted of completing that phase by October 4. That qualified the contractor to receive \$350,000 in that early completion incentive as shown in proposed Change Order 02.

The contractor proposed Hilfiker walls for culverts and buried structures, instead of the RECO wall panels included in the bid package. The engineer of record, HHPR, approved the substitution. The result was a substantial time savings as well as a cost savings to the project. That is reflected in proposed Change Order 03.

As it was apparent that the project permit delays would not allow the opening of Phase 1 prior to the opening of Costco on August 29, 2024, City staff, construction management team and contractor devised an alternate plan to provide additional capacity for travel in and out of Costco. The largest

component of that work was rental and installation of a temporary traffic signal at Pioneer Street and 53rd Place. That is covered in proposed Change Order 04.

Finally, the permit delays on the front end of the project resulted in the contractor incurring costs for standby equipment and administrative staff due to the uncertain dates the permits were to be received, and several of those expected dates were missed because of delays in processing and issuance of the permits on the resource agency side. City staff, the construction management team and contractor negotiated the cost claims for stand-by equipment and administrative personnel, which resulted in proposed Change Order 05. It should be noted that the contractor was able to redeploy construction personnel to other projects, which is why the contractor is not claiming delay costs for stand-by construction personnel.

The net result of these five change orders, shown in the attached table, is a net increase of \$476,096.48 to the project. As the net change exceeds \$100,000, Council action is being requested on the consolidated set of change orders.

In awarding the original construction contract, Council also authorized a total of \$2 million for incentives and contingencies. The attached table shows a list of upcoming potential change orders and a conservative estimate for each. Those total \$409,000.52. The total of the consolidated change orders and potential change orders is \$885,097.00. The remaining budget for incentives and contingencies is approximately \$1.1 million. Much of the change order costs to date have been due to the permit delays shifting much of the construction into wet weather conditions. As construction proceed from the winter into more favorable conditions in the spring, additional costs due to delays should be minor for the next phases of the project. The construction team has determined that the project is in good financial shape.

BUDGET/FINANCIAL IMPACTS:

The net result of these five change orders, shown in the attached table, is a net increase of \$476,096.48 to the project. and is within the \$2 million budget for incentives and contingencies. The net result of the change orders would be to increase Active Construction, Inc.'s contract amount to \$19,918, 538.48.

RECOMMENDED ACTION OR MOTION:

Council action is requested on the consolidated change orders.

A suggested motion would be:

"I move to approve the consolidated set of Change Orders 01 through 05, in the net amount of \$476,096.48, and increase Active Construction, Inc.'s contract amount to \$19,918,538.48."

STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. Pioneer Widening Update_Council_12-19-24_D1
2. Change Order Log 12-11-24
3. CO 01 - ACI-Consor Signed

4. CO 02 - ACI-Consor Signed
5. CO 03 - ACI-Consor Signed
6. CO 04 - ACI-Consor Signed
7. CO 05 - Permit Delay _DRAFT

Pioneer Widening Update

Consolidated Change Order Review

City Council
December 19, 2024





Project Update

- Approximately 33% Complete
- What has been delivered to date
- Past and future challenges
- Project financial status

What We've Delivered



- Large storm pond
- Phase 1 completed early October
- 3 of 5 large culverts installed
- Temporary signal, improvements in place for Costco opening day
- “Shoo-fly” allowed Culvert 1 to be built without Pioneer closure
- Two closures between September and November, both completed early, detours worked

Challenges We've Experienced



- Four-week delay due to permits
- In-water work window (permits)
- Unknown utility conflicts at culvert crossings
- Rain washed out one culvert closure
- Working under traffic– 23,000 vehicles per day, school buses, emergency vehicles, new business openings

Challenging Work Coming Next 3-4 Months



- Roadside work for eventual four lanes
- Joint utility trench
- Preparing for business openings, Summer 2025
- Water, sewer, storm drain work construction in and across Pioneer
- Culverts 4 and 5 (pending early in-water work window permit)

Where we are



- Project schedule impacted by permit delays and weather
- Will be working to catch up by the spring
- Major utility coordination and JUT coming in January-February
- Project financials looking good
- Early partnering agreement between City team and contractor showing its benefits.

Change Order Requests: Action Requested

PIONEER STREET WIDENING PROJECT CHANGE ORDER TRACKING

Description	Contractor Proposed	Negotiated Change Order Amount	Estimated Contract Total \$
Current for Action	ORIGINAL CONTRACT AMOUNT →		\$ 19,442,442.00
Incentive Revision	0	\$ -	\$ 19,442,442.00
Phase 1 Incentive	\$ 350,000.00	\$ 350,000.00	\$ 19,792,442.00
Hiltiker Walls	\$ (149,773.60)	\$ (149,773.60)	\$ 19,642,668.40
Temp Signal at 53rd	\$ 49,576.90	\$ 49,576.90	\$ 19,692,245.30
Permit Delay (Serial Letter 1)	\$ 261,163.04	\$ 226,293.18	\$ 19,918,538.48
Net Total Change Orders 1-5	\$ 510,966.34	\$ 476,096.48	
Potential Upcoming Change Orders (Conservative estimate; need to finalize costs)			
Conformed Plans (CCFR and Lahti)	\$ 29,705.17	\$ 29,705.17	\$ 19,948,243.65
Survey Rework	\$ 2,576.00	\$ 2,576.00	\$ 19,950,819.65
Pile Coatings	\$ 25,064.35	\$ 25,064.35	\$ 19,975,884.00
INX Push Button	\$ 6,655.00	\$ 6,655.00	\$ 19,982,539.00
Culvert 1 Additional Cost	\$ 75,000.00	\$ 75,000.00	\$ 20,057,539.00
Culvert 3 Additional Cost	\$ 75,000.00	\$ 75,000.00	\$ 20,132,539.00
Crusan Watertine	\$ 40,000.00	\$ 40,000.00	\$ 20,172,539.00
Traffic Cameras	\$ 65,000.00	\$ 65,000.00	\$ 20,237,539.00
Settlement Monitoring	\$ 20,000.00	\$ 20,000.00	\$ 20,257,539.00
Lahti House Demo,including Mobile Home	\$ 55,000.00	\$ 55,000.00	\$ 20,312,539.00
Detention Pond Quarry Spalls	\$ 15,000.00	\$ 15,000.00	\$ 20,327,539.00
Net Total Potential Future Change Orders	\$ 379,295.35	\$ 379,295.35	
Net Total Change Orders 1-5 and Future		885,097.00	

- Five included in this consolidated change order
- Accounts for permit delays in July
- Revise Early Completion Incentives (CO #1)
- Payment for early completion Phase 1 (CO #2)
- Cost savings with change to different walls (CO #3)
- Temporary signal, preparing for Costco opening (CO #4)
- Costs due to permit delay (CO #5)
- Net change: \$476,096.48.



Thank You

The City of Ridgefield, Washington



Contact Me

*Chuck Green,
Public Works Director*



ADDRESS

487 S 56th Place
Ridgefield, WA 98642



PHONE NUMBER

(360) 857-5022



EMAIL

Chuck.green@ridgefieldwa.us

PIONEER STREET WIDENING PROJECT CHANGE ORDER TRACKING

Description	Contractor Proposed	Negotiated Change Order Amount	Estimated Contract Total \$
Current for Action	ORIGINAL CONTRACT AMOUNT → \$ 19,442,442.00		
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Traffic Cameras	\$ 65,000.00	\$ 65,000.00	\$ 20,237,539.00
Settlement Monitoring	\$ 20,000.00	\$ 20,000.00	\$ 20,257,539.00
Lahti House Demo,including Mobile Home	\$ 55,000.00	\$ 55,000.00	\$ 20,312,539.00
Detention Pond Quarry Spalls	\$ 15,000.00	\$ 15,000.00	\$ 20,327,539.00
Net Total Potential Future Change Orders	\$ 379,295.35	\$ 379,295.35	
Net Total Change Orders 1-5 and Future		885,097.00	



Change Order



PROJECT: P21005-3: 50th Avenue Roundabout and
Pioneer Widening
Contract No. C2024-019
Ridgefield, WA

CHANGE ORDER NO.: 01

DATE OF ISSUANCE: 12/03/2024

OWNER: City of Ridgefield

CONTRACT DATE: 7/19/2024

CONTRACTOR: Active Construction, Inc.
5110 River Road E.
Tacoma, WA 98443

ENGINEER: Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, WA 98660

☒ Ordered by Owner under the terms of Standard Specification 1-04.4 ☒ Change Proposed by Contractor

The US Army Corps of Engineers approved the Nationwide Permit (NWP) 14 for the project on August 5, 2024, and the City of Ridgefield obtained the required mitigation bank credits from the East Fork Lewis Mitigation Bank on August 7, 2024, thirty-eight Calendar Days from the First Working Day of July 1, 2024. Up until August 7, 2024, the Contractor had not been allowed to work on the Contractor Designed Buried Structures or sections of N 50th Place that were within the project's Wetland Buffer and Wetland Boundary areas, which delayed the Contractor's construction schedule. During a meeting between the Contractor, Consor North America, Inc, and the City on September 11, 2024, it was agreed that the contract language for the Incentive for Early Completion would be modified.

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

Description:

This Change Order modifies the contract language for the Incentive for Early Completion of Phase 1 and the five Contractor Designed Buried Structures.

- Incentive for Early Completion – The language to Special Provision Section 1-08.5 for the Incentive for Early Completion is modified to read:

It is essential that the Contracting Agency has full and unrestricted use of the phase 1 facilities at the earliest possible time. As an incentive to the Contractor, the Contracting Agency will pay the Contractor:

- \$300,000 bonus for completion of phase 1 by the end of day on October 7, 2024. Or if completed by the end of day on October 4, 2024, the Contracting Agency will pay the Contractor an additional \$50,000 bonus for completion of phase 1.

Phase 1 is defined as an operational two lane roadway with asphalt pavement along the N 50th Ave and Pioneer Canyon Drive alignments from Pioneer St to the Intersection of Pioneer Canyon Drive and 53rd Ave. Phase 1 shall include the installation of Culvert #2 /Contractor Designed Buried Structure No. 2 and associated headwalls to the extent necessary for the roadway as shown in the plans and as determined by the Engineer, and construction of an intersection on Pioneer St at N 50th Ave as shown in the Plans.

- \$150,000 bonus for completion of all five culverts (Contractor Designed Buried Structures No. 1 through No. 5) by the end of day on November 22, 2024.
- \$200,000 bonus for completion of culvert 4 and 5 (Contractor Designed Buried Structures 4 and 5) along the NE Stream, along with temporary base and asphalt pavement, and open to one lane of traffic in each direction by the end of day on October 31, 2024.
- \$300,000 bonus for completion of all five culverts (Contractor Designed Buried Structures No. 1 through No. 5), along with temporary base and asphalt pavement, and open to one lane of traffic in each direction by the end of day on October 14, 2024.

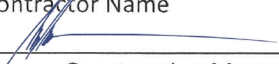
The total maximum bonus incentive for early completion of the Work described above is \$1,000,000.

The Sum of \$ 0.00 is hereby added to the total contract price.

Due to this Change Order, the time provided for the completion of the project has not changed.

This document is a supplement to the contract and all provisions of the contract apply hereto.

Contract Change Summary:			
Original Contract Price:	\$ 19,442,442.00	Time For	* Indicates Change Order approved
Previous Contract Price:	\$ 0.00	<u>Completion</u>	by the City Manager.
Net Change:	\$ 0.00		
Revised Contract Price:	\$ 19,442,442.00	No Additional Days added to the contract due to this Change.	

Accepted:		<u>12/11/24</u>
	Contractor Name	Date
Submitted:		12-12-2024
	Consor Construction Manager	Date
Recommended:		
	City Project Manager	Date
Approved:		
	(Per C.C.O. Policy – City Engineer or Public Works Director or City Manager)	Date



Change Order



PROJECT: P21005-3: 50th Avenue Roundabout and
Pioneer Widening
Contract No. C2024-019
Ridgefield, WA

CHANGE ORDER NO.: 02

DATE OF ISSUANCE: 12/03/2024

OWNER: City of Ridgefield

CONTRACT DATE: 7/19/2024

CONTRACTOR: Active Construction, Inc.
5110 River Road E.
Tacoma, WA 98443

ENGINEER: Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, WA 98660

☒ Ordered by Owner under the terms of Standard Specification 1-04.4 ☒ Change Proposed by Contractor

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

Description:

This Change Order compensates the Contractor for the Incentive for Early Completion of Phase 1 (N 50th Ave and Pioneer Canyon Drive alignments from Pioneer St to the Intersection of Pioneer Canyon Drive and 53rd Ave), as modified by this Change Order. Phase 1 is defined as an operational two lane roadway with asphalt pavement along the N 50th Ave and Pioneer Canyon Drive alignments from Pioneer St to the Intersection of Pioneer Canyon Drive and 53rd Ave. Phase 1 includes the installation of Culvert #2 /Contractor Designed Buried Structure No. 2 and associated headwalls to the extent necessary for the roadway as shown in the plans and as determined by the Engineer, and construction of an intersection on Pioneer St at N 50th Ave as shown in the Plans.

- Incentive for Early Completion Phase 1 – On October 4, 2024, the Contractor met the Early Completion requirements of Special Provision Section 1-08.5, as modified by Change Order 01. As such, the City agrees to compensate the Contractor for the full incentive amount of \$300,000.00 plus an additional \$50,000.00 for completing Phase 1 by the end of day on October 4, 2024.

New Bid Item CO02-1, "Incentive for Early Completion Phase 1, LS" is added at a lump sum price of \$350,000.00 to the contract to compensate the Contractor for the early completion of Phase 1 by the end of day on October 4, 2024, per the requirements of Special Provision Section 1-08.5, as modified by Change Order 01.

Attachments:

- Summary of Changes

The Sum of **\$ 350,000.00** is hereby added to the total contract price.

Due to this Change Order, the time provided for the completion of the project has not changed. This change order shall be the full payment and full settlement of all claims for all cost of any kind, including costs of delays, inefficiency or disruption, related to any Work either covered by or affected by the change.

This document is a supplement to the contract and all provisions of the contract apply hereto.

Contract Change Summary:

Original Contract Price:	\$ 19,442,442.00
Previous Contract Price:	\$ 19,442,442.00
Net Change:	\$ 350,000.00
Revised Contract Price:	\$ 19,792,442.00

Time For
Completion

* Indicates Change Order approved
by the City Manager.

No Additional Days added to the contract due to this Change.

Accepted:

Chad Little
Contractor Name

12/11/24
Date

Submitted:

[Signature]
Consor Construction Manager

12-12-2024
Date

Recommended:

City Project Manager

Date

Approved:

(Per C.C.O. Policy – City Engineer or
Public Works Director or City Manager)

Date

Summary of Changes

P21005-3: 50th Avenue Roundabout and Pioneer Street Widening
Change Order 02 – Phase 1 Early Incentive

Date: December 03, 2024
Page 2 of 2

Bid Item	New or Existing	Description	Current Contract Quantity	Changes this Change	New Contract Quantity	Unit	Unit Price	Amount of Change
Schedule A								
CO02-1	New	Incentive for Early Completion Phase 1	0	1	1	LS	\$ 350,000.00	\$ 350,000.00
		Schedule A Total Change						\$ 350,000.00
		Total Change						\$ 350,000.00



Change Order



PROJECT: P21005-3: 50th Avenue Roundabout and
Pioneer Widening
Contract No. C2024-019
Ridgefield, WA

CHANGE ORDER NO.: 03

DATE OF ISSUANCE: 12/03/2024

OWNER: City of Ridgefield

CONTRACT DATE: 7/19/2024

CONTRACTOR: Active Construction, Inc.
5110 River Road E.
Tacoma, WA 98443

ENGINEER: Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, WA 98660

☐ Ordered by Owner under the terms of Standard Specification 1-04.4 ☒ Change Proposed by Contractor

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

Description:

This Change Order incorporates the Scope of Work described in Active Construction, Inc's Proposed Change Order (PCO) 4, dated October 16, 2024, as modified by this Change Order.

- Structural Earth Wall, Hilfiker (PCO 4) – During the Preconstruction Meeting on June 20, 2024, the Contractor notified the City and the Engineer of Record (EOR) that the manufacturer of the RECO Wall Panels stated that the first delivery of wall panels would be mid-September 2024 and would take about five months for all the wall panels to be delivered to the project. To prevent a delay to the completion of Phase 1 (N 50th Ave and Pioneer Canyon Drive alignments from Pioneer St to the Intersection of Pioneer Canyon Drive and 53rd Ave) and the five Contractor Designed Buried Structures, the response to Request for Information (RFI) 01 approved the Contractor's proposal to install Hilfiker Welded Wire Walls in lieu of the specified RECO Walls required by the project plans and specifications.

New Bid Item CO03-1, "Structural Earth Wall - Hilfiker (PCO 04), SF" is added at a unit price of \$74.95 per square feet for a total increase to the contract of \$1,729,246.40 to compensate the Contractor for all costs associated with providing and installing the 23,072 square feet of Hilfiker "Rock Face" Welded Wire Wall.

The contract quantity for existing Bid Item 34, "Structural Earth Wall, SF" is reduced by 20,225 square feet for a total decrease to the contract of \$1,921,375.00 due to this change order.

The contract quantity for existing Bid Item 35, "Gravel Borrow for Structural Earth Wall incl. Haul, CY" is increased by 985 cubic yards for a total increase to the contract of \$42,355.00 due to this change order.

Attachments:

- Summary of Changes

The Sum of **\$ -192,128.60** is hereby added to the total contract price.

Due to this Change Order, the time provided for the completion of the project has not changed. This change order shall be the full payment and full settlement of all claims for all cost of any kind, including costs of delays, inefficiency or disruption, related to any Work either covered by or affected by the change.

This document is a supplement to the contract and all provisions of the contract apply hereto.

Contract Change Summary:

Original Contract Price:	\$	19,442,442.00
Previous Contract Price:	\$	19,792,442.00
Net Change:	\$	- 149,773.60
Revised Contract Price:	\$	19,642,668.40

Time For
Completion

* Indicates Change Order approved
by the City Manager.

No Additional Days added to the contract due to this Change.

Accepted:

Contractor Name

Date

Submitted:

Consor Construction Manager

Date

Recommended:

City Project Manager

Date

Approved:

(Per C.C.O. Policy – City Engineer or
Public Works Director or City Manager)

Date

Summary of Changes

P21005-3: 50th Avenue Roundabout and Pioneer Street Widening
Change Order 03 – Hilfiker Wall

Date: December 03, 2024
Page 3 of 3

Bid Item	New or Existing	Description	Current Contract Quantity	Changes this Change	New Contract Quantity	Unit	Unit Price	Amount of Change
Schedule A								
CO03-1	New	Structural Earth Wall - Hilfiker (PCO 04)	0	23,072	23,072	SF	\$ 74.95	\$ 1,729,246.40
34	Existing	Structural Earth Wall	20,225	- 20,225	0	SF	\$ 95.00	\$ - 1,921,375.00
35	Existing	Gravel Borrow for Structural Earth Wall Incl Haul	8,400	985	9,385	CY	\$ 43.00	\$ 42,355.00
		Schedule A Total Change						\$ - 149,773.60
		Total Change						\$ - 149,773.60

50TH AVE ROUNDABOUT & PIONEER ST WIDENING



Active Construction, Inc.

PO Box 430

Puyallup, WA 98371

10/16/2024

TO: CHUCK GREEN
PUBLIC WORKS DIRECTOR
CITY OF RIDGEFIELD

FROM: CHASE SMITH
PROJECT MANAGER
ACI

PCO 04 - SEW HILFIKER CHANGE

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	STRUCTURAL EARTH WALL- HILFIKER	23,072.00	SF	74.95	1,729,246.40
GRAND TOTAL					\$1,729,246.40

NOTES:

PER CONTRACT, RECO WALLS WERE TO BE INSTALLED FOR BID ITEM A34: STRUCTURE EARTH WALLS. DUE TO LONG PROCUREMENT TIMES FOR RECO WALL MATERIALS, THE STRUCTURE EARTH WALLS WERE CHANGED TO A HILFIKER SYSTEM.

Clarifications/Inclusions: INCLUDES ALL ENGINEERING, MATERIALS, LABOR, AND EQUIPMENT TO INSTALL THE HILFIKER WALLS.

Exclusions: EXCAVATION, BACKFILL, AND ALL OTHER WORK TO BE PAID PER APPROPRIATE BID ITEMS.



Change Order



PROJECT: P21005-3: 50th Avenue Roundabout and
Pioneer Widening
Contract No. C2024-019
Ridgefield, WA

CHANGE ORDER NO.: 04

DATE OF ISSUANCE: 12/03/2024

OWNER: City of Ridgefield

CONTRACT DATE: 7/19/2024

CONTRACTOR: Active Construction, Inc.
5110 River Road E.
Tacoma, WA 98443

ENGINEER: Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, WA 98660

☒ Ordered by Owner under the terms of Standard Specification 1-04.4 ☐ Change Proposed by Contractor

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

Description:

This Change Order incorporates the Scope of Work described in Active Construction, Inc's Proposed Change Order (PCO) 1, dated August 13, 2024, and Force Account Sheets dated August 23, 2024, August 26, 2024, August 27, 2024, August 28, 2024, and August 29, 2024, as modified by this Change Order.

- Temporary Traffic Signals at 53rd (PCO 1) – On July 24, 2024, via email, the Contractor was directed to install a Three-Phased Temporary Traffic Signal system at the intersection of N 53rd Pl and Pioneer St before August 26, 2024. The temporary traffic signals allowed the City to manage traffic flows through the project after Costco's August 29, 2024 opening, while Phase 1 (N 50th Ave and Pioneer Canyon Drive alignments from Pioneer St to the Intersection of Pioneer Canyon Drive and 53rd Ave) was being constructed.

New Bid Item CO02-1, "Temp Traffic Signal at 53rd (PCO 1), LS" is added at a lump sum price of \$49,576.90 to the contract to compensate the Contractor for all costs associated with installing a Three-Phased Temporary Traffic Signal system at the intersection of N 53rd Pl and Pioneer St, revising the pavement markings, installing new traffic signing, maintaining the system during use, and removing the system after 3 months.

Attachments:

- Summary of Changes

The Sum of **\$ 49,576.90** is hereby added to the total contract price.

Due to this Change Order, the time provided for the completion of the project has not changed. This change order shall be the full payment and full settlement of all claims for all cost of any kind, including costs of delays, inefficiency or disruption, related to any Work either covered by or affected by the change.

This document is a supplement to the contract and all provisions of the contract apply hereto.

Contract Change Summary:

Original Contract Price:	\$ 19,442,442.00
Previous Contract Price:	\$ 19,642,668.40
Net Change:	\$ 49,576.90
Revised Contract Price:	\$ 19,692,245.30

Time For
Completion

* Indicates Change Order approved
by the City Manager.

No Additional Days added to the contract due to this Change.

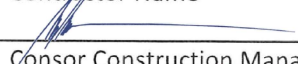
Accepted:


Contractor Name

Date

12/11/24
12-12-2024

Submitted:


Consor Construction Manager

Date

Recommended:

City Project Manager

Date

Approved:

(Per C.C.O. Policy – City Engineer or
Public Works Director or City Manager)

Date

Summary of Changes

Bid Item	New or Existing	Description	Current Contract Quantity	Changes this Change	New Contract Quantity	Unit	Unit Price	Amount of Change
Schedule A								
CO04-1	New	Temp Traffic Signal at 53 rd (PCO 1)	0	1	1	Ton	\$ 49,576.90	\$ 49,576.90
		Schedule A Total Change						\$ 49,576.90
		Total Change						\$ 49,576.90



**ACTIVE
CONSTRUCTION
INC.**

**FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY**

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening				BID ITEM # / FIELD DIRECTIVE	A.C.I. PHASE CODE
24-029	DATE WORK PERFORMED : N/A				N/A	N/A
DESCRIPTION OF WORK						
Moving/ Setup of Portable Signals Per Each						
LABOR CLASS / RATES						
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL	
	FOREMAN @ 1.0	8.00	@	\$96.35	\$770.80	
	LABORER III @ 1.0	8.00	@	\$68.55	\$548.40	
	TCS FLAGGER / LABORER II @ 1.0	8.00	@	\$62.06	\$496.48	
SUBTOTAL LABOR					\$1,815.68	
EQUIPMENT DESCRIPTION / RATES						
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL	
260	Backhoe	4.00	@	\$54.96	\$219.84	
551	Foreman Truck	8.00	@	\$46.45	\$371.60	
422	Crawler Mounted Compact Excavators	4.00	@	\$37.42	\$149.68	
SUBTOTAL EQUIPMENT					\$741.12	
Materials						
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE	TOTAL
	CSTC	20.00	TN	@	\$25.00	\$500.00
	Misc Materials	1.00	LS	@	\$500.00	\$500.00
SUBTOTAL MATERIALS					\$1,000.00	
SUBTOTAL MATERIALS					\$1,000.00	
SERVICE COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR				31%	\$562.86	
SUBTOTAL LABOR				\$2,378.54		
MARK-UP ON EQUIPMENT				21%	\$155.64	
SUBTOTAL EQUIPMENT				\$896.76		
MARK-UP ON MATERIALS				21%	\$210.00	
SUBTOTAL MATERIALS				\$1,210.00		
GRAND TOTAL					\$4,485.30	
The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.					NOTES / COMMENTS:	
Chase Smith		8/13/2024				
ACI'S Representative		Signature Date				



**ACTIVE
CONSTRUCTION
INC.**

**FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY**

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening				BID ITEM # / FIELD DIRECTIVE	A.C.I. PHASE CODE	
24-029	DATE WORK PERFORMED :		N/A		N/A	N/A	
DESCRIPTION OF WORK							
Portable Signals Based on 3 Month Rental. Does not include setup of system. Off hours or weekend signal issues to be billed on a T&M basis.							
LABOR CLASS / RATES							
NAME	UNION / GROUP CLASSIFICATION		HOURS	@	RATE	TOTAL	
	FOREMAN @ 1.0		27.00	@	\$96.35	\$2,601.45	
					SUBTOTAL LABOR	\$2,601.45	
EQUIPMENT DESCRIPTION / RATES							
EQUIP. NO.	EQUIPMENT DESCRIPTION		HOURS / DAYS	@	RATE	TOTAL	
551	Foreman Truck		27.00	@	\$46.45	\$1,254.15	
					SUBTOTAL EQUIPMENT	\$1,254.15	
Materials							
METHOD OF DELIVERY	DESCRIPTION		QTY	UNI	@	RATE	TOTAL
	Street Smart Portables Signals		1.00	LS	@	\$27,418.16	\$27,418.16
						SUBTOTAL MATERIALS	\$27,418.16
						SUBTOTAL MATERIALS	\$27,418.16
SERVICE COSTS							
DESCRIPTION			QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS							
DESCRIPTION			QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR					31%		\$806.45
					SUBTOTAL LABOR		\$3,407.90
MARK-UP ON EQUIPMENT					21%		\$263.37
					SUBTOTAL EQUIPMENT		\$1,517.52
MARK-UP ON MATERIALS					21%		\$5,757.81
					SUBTOTAL MATERIALS		\$33,175.97
GRAND TOTAL							\$38,101.39
The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.					NOTES / COMMENTS:		
Chase Smith			8/13/2024				
ACI'S Representative			Signature		Date		



ACTIVE
CONSTRUCTION
INC.

FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening				BID ITEM # / FIELD DIRECTIVE	A.C.I. PHASE CODE
24-029	DATE WORK PERFORMED : 8/23/2024				N/A	8002
DESCRIPTION OF WORK						
Temporary Signal Signage						
LABOR CLASS / RATES						
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL	
	FLAGGER / LABORER IIA @ 1.0	6.00	@	\$62.05	\$372.30	
	TCS FLAGGER / LABORER II @ 1.0	6.00	@	\$66.12	\$396.72	
SUBTOTAL LABOR					\$769.02	
EQUIPMENT DESCRIPTION / RATES						
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL	
270	Chevy Flatbed TCS	6.00	@	\$40.47	\$242.82	
SUBTOTAL EQUIPMENT					\$242.82	
Materials						
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE	TOTAL
	PARR Lumber	1.00	LS	@	\$428.00	\$428.00
	Highway Specialties	1.00	LS	@	\$997.50	\$997.50
SUBTOTAL MATERIALS					\$1,425.50	
SUBTOTAL MATERIALS					\$1,425.50	
SERVICE COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR					31%	\$238.40
SUBTOTAL LABOR					\$1,007.42	
MARK-UP ON EQUIPMENT					21%	\$50.99
SUBTOTAL EQUIPMENT					\$293.81	
MARK-UP ON MATERIALS					21%	\$299.36
SUBTOTAL MATERIALS					\$1,724.86	
GRAND TOTAL					\$3,026.09	
The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.				NOTES / COMMENTS:		
Chase Smith		10/31/2024				
ACI'S Representative		Signature		Date		



RECEIVED

Invoice

P.O. Box 9094
Brooks, OR 97305

ACI

NEW PAYMENT ADDRESS:

Highway Specialties LLC
PO Box 75550
Chicago IL 60675-5550

Date	Invoice #
8/23/2024	0014084-IN

Bill To				Ship To			
Active Construction, Inc. PO BOX 430 Puyallup, WA 98371				Active Construction, Inc. PO BOX 430 Puyallup, WA 98371			
S O No.	P O No.	Terms	Rep	Ship Date	Contact Phone	Reseller Permit	Contact Name
0015315	24-029	NET 30	qkennedy	8/23/2024		A16039625	Chase Smith 253-905-1077
Item	Description			Ordered	Invoiced	Rate	Amount
MFG SIGNS:ALLUM:A36X3 6B/O,DG	36"X36", B/O, DG, ALUMINUM SIGN, NEW (3) New Traffic Pattern Ahead; W23-2 (3) Traffic Signal symbol; W3-3			6.00	6.00	90.00	540.00
MFG SIGNS:ALLUM:A30X3 0B/W	30"X30", B/W, HI-I, ALUMINUM SIGN, NEW (2) No Left Turn; R3-2			2.00	2.00	62.50	125.00
MFG SIGNS:ALLUM:A18X1 8B/W	18"X18", B/W, HI-I, ALUMINUM SIGN, NEW (4) No Pedestrian Symbol; R9-3			4.00	4.00	22.50	90.00
MFG SIGNS:ALLUM:A36X2 4B/W	36"X24", B/W, HI-I, ALUMINUM SIGN, NEW (3) Stop Here on Red Left arrow; R10-6L			3.00	3.00	60.00	180.00
SIGNS:RAW:A18X30	Sign, Alum, 18x30, .080, Blank 30"x15" B/O Single Sided (2) Truck; M4-4			2.00	2.00	31.25	62.50
Past due invoices are subject to a 2% Finance Charge per month.					Subtotal997.50		



ACTIVE
CONSTRUCTION
INC.

FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening				BID ITEM # / FIELD DIRECTIVE	A.C.I. PHASE CODE
24-029	DATE WORK PERFORMED : 8/26/2024				N/A	8002
DESCRIPTION OF WORK						
Temporary Signal Signage						
LABOR CLASS / RATES						
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL	
	FLAGGER / LABORER IIA @ 1.0	6.00	@	\$62.05	\$372.30	
	TCS FLAGGER / LABORER II @ 1.0	6.00	@	\$66.12	\$396.72	
SUBTOTAL LABOR					\$769.02	
EQUIPMENT DESCRIPTION / RATES						
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL	
270	Chevy Flatbed TCS	6.00	@	\$40.47	\$242.82	
SUBTOTAL EQUIPMENT					\$242.82	
Materials						
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE	TOTAL
SERVICE COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR				31%	\$238.40	
SUBTOTAL LABOR					\$1,007.42	
MARK-UP ON EQUIPMENT				21%	\$50.99	
SUBTOTAL EQUIPMENT					\$293.81	
GRAND TOTAL						\$1,301.23
The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.				NOTES / COMMENTS:		
Chase Smith		10/31/2024				
ACI'S Representative		Signature		Date		



**ACTIVE
CONSTRUCTION
INC.**

**FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY**

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening				BID ITEM # / FIELD DIRECTIVE	A.C.I. PHASE CODE
24-029	DATE WORK PERFORMED : 8/27/2024				N/A	8002
DESCRIPTION OF WORK						
Temporary Signal Signage						
LABOR CLASS / RATES						
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL	
	FLAGGER / LABORER IIA @ 1.0	4.00	@	\$62.05	\$248.20	
	TCS FLAGGER / LABORER II @ 1.0	4.00	@	\$66.12	\$264.48	
SUBTOTAL LABOR					\$512.68	
EQUIPMENT DESCRIPTION / RATES						
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL	
270	Chevy Flatbed TCS	4.00	@	\$40.47	\$161.88	
SUBTOTAL EQUIPMENT					\$161.88	
Materials						
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE	TOTAL
SERVICE COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR				31%	\$158.93	
SUBTOTAL LABOR					\$671.61	
MARK-UP ON EQUIPMENT				21%	\$33.99	
SUBTOTAL EQUIPMENT					\$195.87	
GRAND TOTAL						\$867.48
<i>The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.</i>					NOTES / COMMENTS:	
Chase Smith		10/31/2024				
ACI'S Representative		Signature Date				



ACTIVE
CONSTRUCTION
INC.

FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening				BID ITEM # / FIELD DIRECTIVE	A.C.I. PHASE CODE
24-029	DATE WORK PERFORMED : 8/28/2024				N/A	8002
DESCRIPTION OF WORK						
Temporary Signal Signage						
LABOR CLASS / RATES						
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL	
	FLAGGER / LABORER IIA @ 1.0	2.00	@	\$62.05	\$124.10	
	TCS FLAGGER / LABORER II @ 1.0	2.00	@	\$66.12	\$132.24	
SUBTOTAL LABOR					\$256.34	
EQUIPMENT DESCRIPTION / RATES						
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL	
270	Chevy Flatbed TCS	2.00	@	\$40.47	\$80.94	
SUBTOTAL EQUIPMENT					\$80.94	
Materials						
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE	TOTAL
	Highway Specialties	1.00	LS	@	\$115.50	\$115.50
SUBTOTAL MATERIALS					\$115.50	
SUBTOTAL MATERIALS					\$115.50	
SERVICE COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR					31%	\$79.47
SUBTOTAL LABOR					\$335.81	
MARK-UP ON EQUIPMENT					21%	\$17.00
SUBTOTAL EQUIPMENT					\$97.94	
MARK-UP ON MATERIALS					21%	\$24.26
SUBTOTAL MATERIALS					\$139.76	
GRAND TOTAL					\$573.51	
The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.				NOTES / COMMENTS:		
Chase Smith		10/31/2024				
ACI'S Representative		Signature		Date		



P.O. Box 9094
Brooks, OR 97305

Invoice

NEW PAYMENT ADDRESS:
Highway Specialties LLC
PO Box 75550
Chicago IL 60675-5550

Date	Invoice #
8/29/2024	0014175-IN

Bill To	Ship To
Active Construction, Inc. PO BOX 430 Puyallup, WA 98371	Active Construction, Inc. PO BOX 430 Puyallup, WA 98371

S O No.	P O No.	Terms	Rep	Ship Date	Contact Phone	Reseller Permit	Contact Name
0015438	24-029	NET 30	qkennedy	8/29/2024		A16039625	NOREEN 360-522-6944

Item	Description	Ordered	Invoiced	Rate	Amount
MFG SIGNS:ALLUM:A18X2 4B/O,DG	18"X24", B/O, DG, ALUMINUM SIGN, NEW (2) 25 mph	2.00	2.00	33.00	66.00
MFG SIGNS:ALLUM:A18X1 8B/W	18"X18", B/W, HI-I, ALUMINUM SIGN, NEW (2) NO PEDESTRIAN	2.00	2.00	24.75	49.50

RECEIVED

ACI

Past due invoices are subject to a 2% Finance Charge per month.

Subtotal	115.50
WA-WA-NOSALETAX Sal	0.00
Total	115.50
Payments/Credits	0.00
Balance Due	115.50



ACTIVE
CONSTRUCTION
INC.

FORCE ACCOUNT / ADDITIONAL WORK
SUMMARY

FA SHEET NO:

A.C.I. PROJECT	50th Place Roundabout and Pioneer Street Widening		BID ITEM # / FIELD DIRECTIVE		A.C.I. PHASE CODE	
24-029	DATE WORK PERFORMED : 8/29/2024		N/A		8002	
DESCRIPTION OF WORK						
Temporary Signal Signage						
LABOR CLASS / RATES						
NAME	UNION / GROUP CLASSIFICATION	HOURS	@	RATE	TOTAL	
	FOREMAN @ 1.5	1.00	@	\$138.74	\$138.74	
	OPERATOR II @ 1.5	1.00	@	\$129.27	\$129.27	
	LABORER III @ 1.5	1.00	@	\$99.82	\$99.82	
	FLAGGER / LABORER IIA @ 1.0	2.00	@	\$62.05	\$124.10	
	FLAGGER / LABORER IIA @ 1.5	2.00	@	\$84.10	\$168.20	
	TCS FLAGGER / LABORER II @ 1.0	2.00	@	\$66.12	\$132.24	
	TCS FLAGGER / LABORER II @ 1.5	0.50	@	\$90.16	\$45.08	
SUBTOTAL LABOR					\$837.45	
EQUIPMENT DESCRIPTION / RATES						
EQUIP. NO.	EQUIPMENT DESCRIPTION	HOURS / DAYS	@	RATE	TOTAL	
270	Chevy Flatbed TCS	2.00	@	\$40.47	\$80.94	
522	Nate Flatbed Tool Truck	1.00	@	\$22.23	\$22.23	
SUBTOTAL EQUIPMENT					\$103.17	
Materials						
METHOD OF DELIVERY	DESCRIPTION	QTY	UNI	@	RATE	TOTAL
SERVICE COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
SUBCONTRACTOR COSTS						
DESCRIPTION		QTY	UNIT	@	RATE	TOTAL
MARK-UP ON LABOR				31%	\$259.61	
SUBTOTAL LABOR					\$1,097.06	
MARK-UP ON EQUIPMENT				21%	\$21.67	
SUBTOTAL EQUIPMENT					\$124.84	
GRAND TOTAL					\$1,221.90	
The undersigned, certifies that the above labor, equipment, and material quantities for the additional work described are true and accurate.			NOTES / COMMENTS:			
Chase Smith		10/31/2024				
ACI'S Representative		Signature		Date		



Change Order



PROJECT: P21005-3: 50th Avenue Roundabout and
Pioneer Widening
Contract No. C2024-019
Ridgefield, WA

CHANGE ORDER NO.: 05

DATE OF ISSUANCE: 12/10/2024

OWNER: City of Ridgefield

CONTRACT DATE: 7/19/2024

CONTRACTOR: Active Construction, Inc.
5110 River Road E.
Tacoma, WA 98443

ENGINEER: Harper Houf Peterson Righellis, Inc.
1220 Main Street, Suite 150
Vancouver, WA 98660

☐ Ordered by Owner under the terms of Standard Specification 1-04.4 ☒ Change Proposed by Contractor

Description:

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

This Change Order incorporates the Scope of Work described in Active Construction, Inc.'s. Proposed Change Order (PCO) 06 provided October 16, 2024, and Serial Letter (SL) 01 dated August 6, 2024, as modified by this Change Order.

- Permit Delay Costs (PCO 06/SL01) – On July 11, 2024, the Contractor was verbally notified that all work on the project was to stop on July 12, 2024, until all the required permits for the project had been approved and received by the City of Ridgefield. On August 5, 2024, the US Army Corps of Engineers (USACE) approved the Nationwide Permit (NWP) 14 for the project and on August 7, 2024, the City obtained the required mitigation bank credits from the East Fork Lewis Mitigation Bank. The USACE permit was the final permit required for the Contractor to begin work on the Contractor Designed Buried Structure No. 2 and to resume work on Phase 1 (N 50th Ave and Pioneer Canyon Drive alignments from Pioneer St to the Intersection of Pioneer Canyon Drive and 53rd Ave) road improvements. The result of the “Stop Work” order effectively delayed the Contractor’s schedule by 19.5 Working Days.

New Bid Item CO05-1, “Permit Delay Costs (PCO 06/SL01), LS” is added at a lump sum price of \$226,293.18 to the contract to compensate the Contractor for all time and costs associated with the delay of the City receiving the State of Washington Department of Ecology Construction Stormwater General Permit on July 19, 2024; the State of Washington Department of Fish and Wildlife Hydraulic Project on July 22, 2024; the State of Washington Department of Ecology Section 401 Water Quality Certification (WQC) on July 25, 2024; the USACE Nationwide Permit (NWP) 14 on August 5, 2024; and the City obtaining the required mitigation bank credits from the East Fork Lewis Mitigation Bank on August 7, 2024.

Attachments:

- Summary of Changes

The Sum of **\$ 226,293.18** is hereby added to the total contract price.

Due to this Change Order, the time provided for the completion of the project has increased by 19.5 working days. This change order shall be the full payment and full settlement of all claims for all costs of any kind, including costs of delays, inefficiency or disruption, related to any Work either covered by or affected by the change.

This document is a supplement to the contract and all provisions of the contract apply hereto.

Contract Change Summary:

Original Contract Price:	\$ 19,442,442.00	Time For	* Indicates Change Order approved
Previous Contract Price:	\$ 19,692,245.30	<u>Completion</u>	by the City Manager.
Net Change:	\$ 226,293.18		
Revised Contract Price:	\$ 19,918,538.48	19.5 Working Days are added to the contract due to this Change.	

Accepted:

Contractor Name

Date

Submitted:

Consort Construction Manager

Date

Recommended:

City Project Manager

Date

Approved:

(Per C.C.O. Policy – City Engineer or
Public Works Director or City Manager)

Date

Summary of Changes

P21005-3: 50th Avenue Roundabout and Pioneer Street Widening
Change Order 05 – Permit Delay (PCO 06/SL 001)

Date: December 10, 2024

Page 2 of 2

Bid Item	New or Existing	Description	Current Contract Quantity	Changes this Change	New Contract Quantity	Unit	Unit Price	Amount of Change
Schedule A								
CO05-1	New	Permit Delay Costs (PCO 06/SL01)	0	1	1	LS	\$ 226,293.18	\$ 226,293.18
		Schedule A Total Change						\$ 226,293.18
		Total Change						\$ 226,293.18

**CITY OF RIDGEFIELD
REQUEST FOR COUNCIL ACTION**

MEETING DATE: December 19, 2024

AGENDA ITEM NAME: Public Hearing and Approval of Resolution No. 657 - 2025-2030 Transportation Improvement Program

GOVERNING LEGISLATION

RCW 35.77.010, Perpetual Advanced Six Year Plans for Coordinated Transportation Program Expenditures

PREVIOUS COUNCIL ACTION TAKEN:

Adoption of 2024-2029 Transportation Improvement Program (Resolution #634)
Adoption of 2025 Capital Budget

SUMMARY/BACKGROUND:

Per RCW 35.77.010, the legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. The six-year program shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

Last year, City staff has developed a "TIP Book" with background information on how the TIP was developed, a summary of available funding sources, and information on projects contained in the 2024-2029 TIP. That TIP Book has been updated for the Draft 2025-2030 TIP and was made available for public review and comment through Ridgefield Roundtable. The TIP Book and funding table are attached to this document.

Also included in the TIP book are links to project pages on Ridgefield Roundtable where users can find more detailed project information.

This year, the TIP's project list is broken into the following categories:

- Reasonably Funded Projects, are projects programmed in the six-year transportation improvement program (TIP) for which either the funds are in hand, or the City is expected to have sufficient funds secured for construction within the six-year timeframe of the TIP.
- Community Development Block Grant Projects, which are those projects having been awarded or anticipated to be awarded Community Development Block Grants for implementation.
- Transportation Benefit District (TBD), which are components of the Pavement Management Program, funded by the voter-approved Transportation Benefit District tax revenues, for programming over the six years of the TIP. A detailed list of projects planned for use of TBD funds will be developed and presented to Council each year.
- Future Funded Projects are those which are becoming priorities in the outer years of the TIP and for which funding source(s) still need to be identified.
- Projects Anticipated to be Built with Development are improvements anticipated to be built

concurrent with developer projects.

The 6-year Transportation Improvement Program (TIP) is a separate project list from the Transportation Capital Facilities Plan (CFP), and does not have a bearing on Traffic Impact fees or TIF credits. An update to the Transportation Capital Facilities Plan is anticipated in early 2025.

BUDGET/FINANCIAL IMPACTS:

Costs for capital improvement projects will be funded through federal/state grants or allocations, City-collected traffic impact fees, Long-Term General Obligation Bond proceeds from the Tax Increment Finance Area, Real Estate Excise Tax, other local funding sources and developer-required improvements, as applicable.

RECOMMENDED ACTION OR MOTION:

Staff recommends that Council conduct a public hearing of Resolution No. 657 in accordance with the most-recently adopted City of Ridgefield Governance Manual.

Council action is requested for Resolution No. 657. Should the City Council wish to adopt Resolution No. 657, a suggested motion would be:

“I move to adopt Resolution No. 657 as presented.”

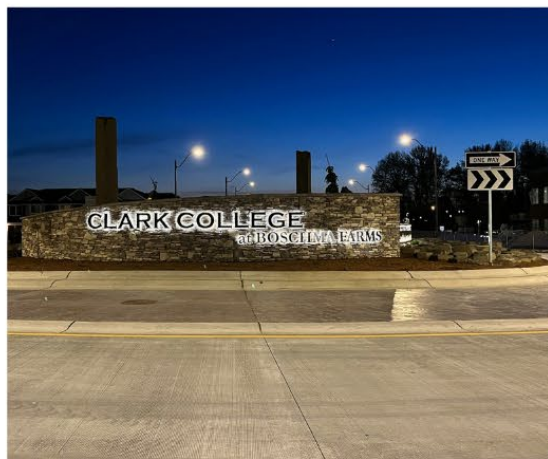
STAFF CONTACT: Chuck Green, Public Works Director

ATTACHMENTS:

1. 2025-2030 TIP Book
2. 2025-2030 TIP Map



2025 - 2030 TRANSPORTATION IMPROVEMENT PROGRAM



City of Ridgefield

Public Works Department
487 S 56th Place
Ridgefield, WA 98642
(360) 887-8251
www.RidgefieldWa.us



TRANSPORTATION IMPROVEMENT PROGRAM

2025-2030

City Council Members

Ron Onslow, Mayor
Matt Cole, Mayor Pro Tem
Clyde Burkle, Councilor
Lee Wells, Councilor
Katie Favella, Councilor
Judy Chipman, Councilor
Rian Davis, Councilor

City Staff Involved with Development of the Transportation Improvement Program

Steve Stuart, City Manager
Chuck Green, PE, Public Works Director
Kirk Johnson, Finance Director
Grant Williams, Capital & Development Division Manager
Bahaar Taylor, PE, Lead Engineer
Jason Van Dyke, Capital Projects Manager
Kristin Ashenfelter, Capital Projects Manager
Corey Crownhart, Parks Manager

TITLE VI COMPLIANCE

The City of Ridgefield assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event the City distributes federal aid funds to a sub-recipient, the City will include Title VI language in all written agreements and will monitor for compliance.

The Title VI Coordinator is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

Resolution No. xxx

2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, pursuant to Revised Code of Washington (RCW) Section 35.77.010, City staff have prepared a revised and extended Comprehensive Six-Year Transportation Improvement Program for 2025-2030; and,

WHEREAS, the purpose of said revised and extended program is to ensure that the City of Ridgefield will have available advance plans for use as a guide in carrying out a coordinated street construction program; and,

WHEREAS, notice of the time and place for a hearing of said plan was published in accordance with laws requiring setting time and place for a hearing there on December 19, 2024 during a regular scheduled City Council meeting. At such time and place, City Council held a public hearing and considered said Comprehensive Six-Year Transportation Improvement Program for 2025-2030.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON DOES HEREBY RESOLVE AS FOLLOWS:

1. The City of Ridgefield Comprehensive Six-Year Transportation Improvement Program for 2025-2030 attached hereto as Exhibit "1" is adopted as the current transportation improvement program for the City of Ridgefield. The Public Works Director is hereby directed to forthwith file the revised and extended Comprehensive Six-Year Transportation Improvement Program for 2025-2030 with the Washington State Department of Transportation.
2. This resolution shall be in full force and effect on December 19, 2024.

ADOPTED AT A REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF RIDGEFIELD, WASHINGTON THIS 19TH DAY OF DECEMBER, 2024.

CITY OF RIDGEFIELD

Ron Onslow, Mayor

ATTEST/AUTHENTICATED:

Julie Ferriss, City Clerk

INTRODUCTION

The City of Ridgefield's 2025-2030 six-year Transportation Improvement Program (TIP) is essential to implementing the goals of the City's Comprehensive Plan, 20-Year Transportation Capital Facilities Plan, and other adopted plans including the Multimodal Transportation Plan. The TIP uses objective criteria to evaluate and prioritize transportation improvement projects and provides a reasonably funded revenue plan projects to achieve those goals. While addressing city, regional and state transportation priorities, the TIP recognizes the vision set by the community and the Ridgefield City Council.

Per RCW 35.77.010, the legislative body of each city and town, pursuant to one or more public hearings thereon, shall prepare and adopt a comprehensive transportation program for the ensuing six calendar years. The six-year program shall specifically set forth those projects and programs of regional significance for inclusion in the transportation improvement program within that region.

The 6-year Transportation Improvement Program (TIP) is a separate project list from the Transportation Capital Facilities Plan, and does not have a bearing on Traffic Impact fees (TIF) or TIF credits.

WHAT IS IN THE TRANSPORTATION IMPROVEMENT PROGRAM?

The remainder of this document includes:

- How the TIP was developed and programmed
- Public involvement in the development of this TIP
- Available funding sources for projects contained in this TIP
- Six-year program funding matrix, and
- Where to find more information on key projects in this TIP.

TIP DEVELOPMENT

The development of the Transportation Improvement Program includes the following considerations:

- **Preserving the Current Infrastructure** – The voter-approved Transportation Benefit District (TBD) was initiated in April 2022, and revenues from the TBD are currently dedicated toward pavement management, preservation and repair.
- **Carrying out the City's Vision** – the City's long-term vision is established through the Comprehensive Plan. The infrastructure vision of the Comprehensive Plan is included the Transportation Capital Facilities Plan. Each year Council establishes goals and objectives for the annual budget. These all are referenced in developing the TIP.
- **Reviewing the Existing Program** – each year, the current TIP projects are reviewed and a work plan developed to complete them. A priority for each new TIP is to ensure previously-programmed projects continue to move forward toward completion.
- **Evaluating New Projects** – each new project being considered for the TIP is evaluated against a holistic set of objectives:
 - Improving safety and mobility for all users
 - Providing an overall benefit to the community
 - Encouraging or supporting economic development consistent with the City's long-term vision
 - Ability to stretch local resources by leveraging grant funding and financing
 - Providing a set of Citywide multi-use and multi-purpose trails to encourage active transportation and alternatives to motor vehicles for travel
 - Ensuring compliance with state and federal requirements and regulations including the Americans with Disabilities Act and the Growth Management Act.

Capital improvement projects within the Transportation Improvement Program include new roadways, roadway widening and reconstruction, bridge and culvert replacement, repair and rehabilitation, pavement preservation, landslide repairs, and pedestrian and bicycle facilities. The City's vision is to ensure all major transportation projects are multimodal in nature; roadways are not just for cars and trucks, they also need to be designed for pedestrians, the ADA community, bicycles, transit (where applicable), and even golf carts in certain areas of the City. The City also has an objective to increase access to Electric Vehicle charging stations around the City.



PUBLIC INVOLVEMENT PROCESS

An important component of the City's process is ensuring the public and stakeholders have ample opportunity to be involved. The TIP is made available for public review and comment before City Council holds a public hearing and takes final action. Ridgefield Roundtable, the City's community engagement platform, is used where possible for the public to find out more information on key projects and to ask questions about the transportation system in general. Social media (Nextdoor, X [formerly Twitter], Instagram and Facebook) are used to promote engagement opportunities. Active projects included in this TIP also have ongoing opportunities for community engagement.

FUNDING SOURCES

There are several funding sources available for engineering/design, right-of-way land acquisition, and construction of transportation improvements. These come from a variety of local, state and federal sources. New for this TIP are financing from the newly adopted Tax Increment Area as well as a new partnership with the Cowlitz Indian Tribe.

FEDERAL FUNDING SOURCES:

The federal and state gas taxes and other transportation fees and taxes are the major federal revenue sources for transportation grants used by the city. The Fixing America's Surface Transportation Act (FAST) was signed into law in December 2015, providing transportation funding for fiscal years 2016 to 2020. In late September 2021, the FAST Act was extended for another year through 2023. In Addition, the Congress approved an additional transportation bill and on November 15, 2021, the President signed into law a \$1.2 trillion bill that reauthorizes the nation's surface infrastructure, which provides additional billions of dollars into existing and new programs to support transportation and many other programs outside of transportation called the Infrastructure Investment and Jobs Act (IIJA), also known as the Bipartisan Infrastructure Bill (BIL). The IIJA includes approximately \$567.5 billion in new transportation funding over the 2023-2026 federal fiscal years.

Locally, the federal transportation funds that are apportioned to Washington state are divided among Regional Transportation Planning Organizations including the Southwest Washington Regional Transportation Council (RTC) which selects projects for funding. For additional details, see: <https://policy.transportation.org/surface-reauthorization/>. The most recent, approved RTC

Transportation Improvement Program can be found here:

https://rtc.wa.gov/reports/tip/TIP2025-2028_Final.pdf.

The FAST and MAP-21 programs focus on preserving the pavements and bridges of the National Highway System. The National Highway System (NHS) consists of major roads in the U.S. including the interstate system, other routes identified for their strategic defense characteristics, routes providing access to major ports, airports, public transportation and intermodal transportation facilities, and selected principal arterials.

The Infrastructure Investment and Jobs Act includes higher funding levels in existing programs for reconstruction projects and the creation of many new programs to support safety improvements, bridges repair/replacements, barrier/culverts enhancements, and other grants distributed through FHWA and WSDOT. For additional details, see:

<https://narc.org/wp-content/uploads/2021/09/Bipartisan-IIJA-Analysis.pdf>

Surface Transportation Block Grant Program (STBG): The FAST Act converted the longstanding Surface Transportation Program into the Surface Transportation Block Grant Program. The STBG promotes flexibility in state and local transportation decisions and provides flexible funding to best address State and local transportation needs. This program provides flexible funding that may be used for projects to preserve and improve the conditions and performance of any Federal-aid highway, bridge, and tunnel on any public road. This includes improvements to roads, pedestrian and bicycle infrastructure, and transit capital projects.

In 2024, Ridgefield was designated as a Small City Urban Area by actions of the Regional Transportation Council. With this action, the Ridgefield federally-designated urban area (primarily the Ridgefield Urban Growth Area) is now eligible for its own funding for the Carbon Reduction Program (CRP) and the Surface Transportation Block Grant (STBG) Program. Between the two programs, Ridgefield has an allocation target of approximately \$800,000 over a five-year period.

STP-Bridge Program (STP-Bridge): Bridges located on the National Highway System (NHS) are eligible for funding under the National Highway Performance (NHPP). However, that leaves the majority of local agency bridges on federally classified, non-NHS roads without dedicated funding.

In 2012, a Washington State MAP-21 Steering Committee created a set-aside for local agency bridges that do not qualify for NHPP funds. This program continues under the current FASTAct. The

Highway Bridge Program uses a portion of the State's STBG and NHPP funds to preserve and improve these local structures.

Congestion Mitigation and Air Quality (CMAQ): The CMAQ program provides funding for transportation projects and programs to help meet National Air Quality Standards specified in the Clean Air Act. Funding is available to projects that reduce congestion and/or improve air quality. Bicycle and pedestrian facilities as well as travel demand management projects are eligible for CMAQ funds.

Highway Safety Improvement Program (HSIP): This program began in 2006 under MAP-21 and seeks to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. States are required to develop and implement a strategic highway safety plan and submit annual reports to the Federal Government describing at least 5% of the state's most hazardous locations, progress in implementing projects and their effectiveness in reducing fatalities and injuries. HSIP funds can be targeted to programs addressing: 1) Railway/Highway Crossings, 2) Intersection and Corridor Safety, 3) Rural County Two-Lane Roadways.

The City's Local Road Safety Plan developed by the Regional Transportation Council provided the background to apply for HSIP projects in 2022. Recently awarded HSIP funds for projects in this TIP were awarded for:

- Systemic Horizontal Curves Safety Improvements
- S. Timm Road at S. 11th Street intersection improvements.

The National Highway Freight Program (NHFP): The National Highway Freight Program was established by Congress in the 2015 Fast Act as a federal-aid highway formula program to improve the efficient movement of freight. Per federal law, the Washington State Department of Transportation (WSDOT) determines how the federal NHFP funds will be used for local projects in Washington state.

Transportation Alternatives Program (TAP): The Transportation Alternatives Program (TAP) combines previously separate grant programs for Transportation Enhancement, Safe Routes to Schools, recreational trails, and scenic byways.

Safe Routes to School Program (SRTS): This program seeks to enable and encourage children, including those with disabilities, to walk and bicycle to school; to make walking and bicycling to

school safe and more appealing; and to facilitate the planning, development, and implementation of projects that will improve safety, and reduce traffic, fuel consumption, and air pollution in the vicinity of schools. SRTS funding may be either state or federal in nature. A new call for projects will occur in early 2024.



Federal Emergency Management Agency (FEMA): The Federal Emergency Management Agency grants support a broad scope of activities and may be used to recover from state or federally declared disasters and mitigate hazards. Ridgefield pursues grants from FEMA to assist with damage caused by severe storms.

Federal Lands Access Program (FLAP): The Federal Lands Access Program was established in 23 U.S.C. 204 to improve transportation facilities that provide access to, are adjacent to, or are located within federal lands. The FLAP supplements state and local resources for public roads, transit systems, and other transportation facilities, with an emphasis on high-use recreation sites and economic generators.

Current FLAP funded projects include:

- Gee Creek North Trail Project, Heron Drive to Main Avenue.

Safe Streets for All Users (SS4A): Supports planning, infrastructure, behavioral, and operational initiatives to prevent death and serious injury on roads and streets involving all roadway users. The City partnered with the Cowlitz Indian Tribe and Clark County (through the Commission on Aging) to apply for and receive a SS4A grant to complete an ADA Transition and Mobility/Access to Services plan for the City. Also see the section on the Cowlitz Indian Tribe partnership for another partnership project for which grant applications are being discussed and developed.

Community Development Block Grant (CDBG): The Community Development Block Grant (CDBG) Program, managed locally by Clark County's Department of Community Services, provides annual

grants for a variety of projects and programs for principally for low- and moderate-income persons and neighborhoods. The program includes a Public Facilities and Neighborhood Improvements component with which the City has been successful in applying for and receiving CDBG funds to build improvements including sidewalks, stormwater facilities, fire hydrants, and pavement restoration.

STATE FUNDING SOURCES

In the State of Washington, the state motor vehicle fuel tax (MVFT), currently 49.4 cents per gallon, is shared among the cities, counties, and the State Department of Transportation. This includes dedicating a portion of the MVFT to grant programs managed by the Transportation Improvement Board (TIB).

Transportation Improvement Board (TIB): The Washington State Legislature created the Transportation Improvement Board to foster state investment in quality local transportation projects. The Transportation Improvement Board is an independent state agency that distributes and manages street construction and maintenance grants to cities and urban counties throughout Washington State.

Three cents of the statewide gas tax provide revenue for TIB's grant programs. TIB requires multi-agency planning and public/private cooperation to further the goal of achieving a balanced transportation system in Washington.

The City of Ridgefield competes with other jurisdictions in Washington State for funds from several TIB grant programs including urban arterial; urban sidewalk; and complete street programs. The current Royle Road improvements, S 15th Street to S 5th Way, received a TIB grant.

Urban Arterial Program (UAP): To qualify for UAP funding, projects must be consistent with state, regional and local transportation plans. The local match requirement is a minimum of 20%. Funds are distributed across five regions based on arterial lane miles and population.

Urban Sidewalk Program (SP): This program provides funding for pedestrian projects that improve pedestrian access and mobility. The selection criteria include safety, pedestrian generators, convenience, public support, and project cost.

Complete Streets: The Complete Streets program is a funding opportunity for local governments that have an adopted complete streets ordinance. TIB approved nominators may nominate an agency for showing practice of planning and building streets to accommodate all users, including pedestrians, access to transit, cyclists, and motorists of all ages and abilities. The City has an adopted Complete Streets policy and ordinance and is thus eligible to submit for grants under this program. The Hillhurst School Zone Pedestrian and Bike Safety Project received a TIB Complete Streets grant and will be completed in 2025.



Pedestrian and Bicycle Program (Ped-Bike): This program strives to reduce pedestrian and bicycle collisions, enhancing safety and mobility for people who choose to walk or bike. Grant awards under this program may utilize state or federal funds at the discretion of WSDOT when awards are announced. The next round of grant applications will begin in the spring of 2024.

Community Economic Revitalization Board (CERB): This state board is focused on economic development through job creation in partnership with local governments. The board has the authority to finance public infrastructure improvements that encourage new private business development and expansion. In addition to construction projects, CERB provides limited funding for studies that evaluate high-priority economic development projects.

Public Works Fund (PWF): Created by the 1985 State Legislature and formerly known as the Public Works Trust Fund, the mission of the Washington State Public Works Board is “to assist Washington’s local governments and private water systems in meeting their public works needs to sustain livable communities.” The board is authorized to loan money to counties, cities, and special purpose districts to finance the repair, replacement, or creation of domestic water systems, sanitary sewer systems, storm water systems, roads, streets, solid waste and recycling facilities, and bridges. The Public Works Board offers the following programs, subject to annual approval of funding by the Washington State Legislature:

Public Works Fund (PWF) Construction Loan Program: The PWF Construction

Loan Program provides funds to repair, replace, or create a facility. These loans have a 20-year term with interest now at market rates. The City has received awards under this program for the following projects:

- Gee Creek Loop storm drainage improvements, enhanced pedestrian crossing (of SR 501/ Pioneer Street) and pavement repairs
- Downtown Stormwater and Water Improvements, including Old Pioneer Way, Riverview Drive and Lake River Outfall. Because these are not transportation projects, they are not included in this TIP.

Public Works Fund (PWF) Pre-Construction Loan Program: The PWF Preconstruction Loan Program provides funds for right-of-way acquisition, design, engineering, permit acquisition, environmental review, and public notification. These loans have a five-year term, with an interest rate as low as 0.5 percent. The maximum for any agency is \$1 million per biennium.

The City has received Pre-Construction loan financing for completion of design, permitting and right-of-way acquisition for the South Royle Road, S 19th Street to Hillhurst Road project.

LOCAL FUNDING SOURCES

Local funding sources are not administered through state or federal agencies. These funds are generated through taxes, private contributions, and other methods described below.

Traffic Impact Fees (TIF): New real-estate developments and re-developments are assessed transportation impact fees based on their impact to the transportation system. To be eligible for TIF funding, a project must be listed in the City's 20-Year Transportation Capital Facilities Plan's Traffic Impact Fee project list, last updated in March 2023.

Real Estate Excise Taxes (REET II): A portion of excise taxes collected by the City when property is sold may be dedicated to specific improvement projects with the approval of the City Council. The REET II funding is based upon RCW 82.46.035.

Tax Increment Area (TIA): The City of Ridgefield adopted Ordinance No. 1410 on November 2, 2023 designating the Ridgefield Tax Increment Area (TIA) to support the development of Ridgefield as a regional employment center. The Ridgefield TIA includes developable land suitable for commercial

and employment land uses. The TIA serves as an investment in critical infrastructure for future development of living-wage employment and desired services. The City will form a separate fund dedicated to the tax allocation revenues the increment area generates. Bonds will be generated to cover the costs of eligible improvements. Transportation projects eligible for TIA financing include:

- Pioneer Widening, 50th Avenue Roundabout and N 50th/51st Avenue
- South 10/11th Street Corridor and I-5 overpass 2028
- Royle Road corridor
- Build Pioneer Canyon Drive
- N 56th Ave north of Pioneer Street/ SR 501



- Discovery Drive (also known as S 50th/51st Ave)
- New east-west collector south of Pioneer (SR 501)
- Build new north-south connector east of I-5 (Union Ridge Parkway extension).

Frontage Improvement Funding Contribution Agreements

(Developer): A developer may enter into a frontage improvement agreement with or provide financial contributions to the city where the developer pays the city for improvements in lieu of constructing the improvements. In cases where the development abuts a proposed road

improvement project, it is often beneficial for the City to construct the improvements as part of the capital project.

COWLITZ INDIAN TRIBE

Title 25, Part 170 of the United States Code of Federal Regulations establishes the Tribal Transportation Program (TTP). The purpose of the TTP, according to the United States Department of Transportation, is to “provide safe and adequate transportation and public road access to and within Indian reservations, Indian lands, and Alaska Native Village communities.” Pursuant to a Memorandum of Understanding between the City of Ridgefield and the Cowlitz Indian Tribe completed in April 2023, several critical transportation corridors within the City have been included in a request from the Cowlitz Indian Tribe to the United States Department of Transportation to be included in the National Tribal Transportation Facility Inventory (NTTFI).

The Tribal Transportation Program provides a variety of funding programs administered by the Secretaries of the Interior and Transportation for which the Cowlitz Indian Tribe are eligible. The National Tribal Transportation Facility Inventory (NTTFI) establishes which transportation corridors are eligible for funding under this program. As noted in the CFR, these corridors can extend off of Indian reservations where they provide direct access to or are contiguous with Tribal-owned lands or can be shown to provide transportation access to reservations.

The MOU with the Cowlitz Indian Tribe identified portions of the City of Ridgefield's roadway system in the request to be added to the National Tribal Transportation Facility Inventory (NTTFI). The Cowlitz Tribe has noted that the roads and transportation corridors are crucial to the Tribe's access to goods and services, existing and potential economic development, and emergency evacuation and response. Tribal members use the roads for daily living needs, to include but not exclusive of: access to schools, employment, mail, shopping, healthcare, and traditional and recreational activities. The Bureau of Indian Affairs recently directed the Cowlitz Indian Tribe to limit their NTTFI corridors to those directly connecting to or contiguous with Tribal lands. The following corridors are to be considered eligible for TTP grant funding:

These corridors include:

- N. Royle Road (NW 31st Avenue in unincorporated Clark County) between Pioneer Street and the Cowlitz Reservation and Ilani Casino.
- N 20th Street/NW 289th Street from N Royle Road to N 85th Avenue, pending completion of a land acquisition by the Cowlitz Indian Tribe from Clark County.

Included in this TIP, the Cowlitz Indian Tribe has partnered with the City on grant applications under a variety of programs, including the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) and other programs to plan and fund improvements for North Royle Road/ NW 31st Avenue. The North Royle Road project is anticipated to include: road improvements, a roundabout at NW 289th Street and Royle Road, a new water main, storm drainage, sidewalks/bike lanes or a multi-use trail, and other improvements.

REASONABLY FUNDED PROJECTS

"Reasonably Funded" projects are those identified with full funding to be completed within this six year TIP. Improvements adding transportation capacity and included on the City's Traffic Impact Fee project list are considered fully funded transportation capacity under the City's concurrency program.

The following projects are considered reasonably funded in this TIP:

- Pioneer Widening/ Discovery Drive (50th Place) Roundabout Project
- Royle Road from S 15th Street to S 5th Way
- South Royle Road from S 19th Street to Hillhurst Road (grants and federal spending requests pending)
- S 35th Avenue Extension Project
- Hillhurst School Zone Pedestrian and Bike Safety Project
- Gee Creek North Trail Project
- Safety (HSIP) projects: S. Timm Road at S. 11th Street and Systemic Horizontal Curves
- CDBG Projects: Gee Creek Loop, Hall and Elm, S Sargent Street, and Maple Street (grant pending)
- Carty Road Multi-purpose Trail Phase 1: Enhanced Crosswalk at Hillhurst Road and Carty Road
- ADA Transition and Mobility/Access Plan.



FUTURE FUNDED PROJECTS

These are projects which may begin or continue planning or pre-design phases in the 2025-2030 time frame, with full funding and completion expected beyond the 2030 horizon year for this TIP.

- S. 10th / 11th Street I-5 Overcrossing Project
- Ridgefield I-5 South Connector Project
- Discovery Drive at S. Wells Drive/ S 11th Street, roundabout.

DEVELOPMENT FUNDED PROJECTS

These are projects which are anticipated to be completed by economic development projects.

Portions of these corridors may be eligible for Traffic Impact Fee credits. The projects included in the TIP funding table are assumed to be substantially completed within the 2025-2030 time frame of this TIP.

LONG-TERM TRANSPORTATION PROJECTS

These are projects which are programmed to begin after the 2029 horizon year for this TIP and be completed within the 20-year horizon of the Transportation Capital Facilities Plan. These are the remainder of projects contained in the Transportation Capital Facilities Plan but are not listed here because they are not receiving funding within the six-year time from of this TIP. Should funding opportunities become available to fund some or all of these projects, they will be added via the annual TIP amendment process.

PROJECT INFORMATION

Project pages for the City's highest priority projects are located on Ridgefield Roundtable at <https://ridgefieldroundtable.org/>.

Projects highlights on Ridgefield Roundtable include:

- [Pioneer Street I-5 to Royle Road Transportation Improvements](#) (Pioneer Widening and 50th Avenue Roundabout project)
- [Tax Increment Area](#) (financing of major transportation investments supporting economic development)
- [Comprehensive Plan Update](#) (includes updates to the Transportation Capital Facilities Plan)
- [Pavement Preservation](#): updated annually for pavement preservation and repair projects funded by the Transportation Benefit District fund
- [Pioneer Street Jurisdiction Transfer](#): updated regularly to follow the progress of the City's request to take over ownership of the Pioneer Street (State Route 501) corridor
- [Royle Road Corridor](#): three phases of Royle Road Improvement Projects between Pioneer Street and Hillhurst Road
- [Hillhurst Transportation Safety Project](#)
- [Horizontal Curves Safety Project](#)
- [Gee Creek North Trail, Heron Drive to Main Street/Wildlife Refuge](#)
- [Ridgefield South I-5 Connector Project](#)

CITY OF RIDGEFIELD 2024-2029 TRANSPORTATION IMPROVEMENT PROGRAM FUNDING TABLE

Project Name/ Description	Description	Year First Funded	STIP Number	Evaluation Criteria	Improvement Type(s)	Utility Code(s)	Phase	Spent to Date	2025				2026				2027				2028				2029				2030				Total 2025-2030	Cost to Complete	Total (Includes Pre-2025 Expenditures)	Funding Sources																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Matching Funds (for CDBG and other projects involving pavement repair)	Transportation Benefit District funds used to match pavement repair elements of CDBG and other grant funded projects.	2025		Preservation; multimodal, safety	To be determined	To be determined	ALL																										\$150,000	\$ 1,650,000	\$ 1,650,000	TBD																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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Royle Road South, S. 19th St to Hillhurst Rd., Phase 2 Complete Corridor*	Complete corridor. Culvert replacement/ fish barrier removal at Gee Creek. Two lanes plus center median/ turn lanes, sidewalks, bike lanes, streetscape improvements, stormwater, water line, potentially sanitary sewer, other safety improvements.*	N/A	STIP ID: WA-15732	Safety, Multimodal, Economic Development, Support Future Development, Infrastructure Resiliency	03, 04, 09	C, G, P, T, W, S	PE/ Permits ROW/ Easements CON	\$ 715,028			\$ 624,000																								\$ 624,000		\$ 1,339,028	REET, PWF, Federal (NOAA Culvert Replacement fund)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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N. Royle Road, N 10th St to City limits (along with NW 31st Ave, Ridgefield to Cowlitz Indian Reservation, joint with Cowlitz Indian Tribe).	Includes roundabout at Royle Road and NW 289th Street, water main, multimodal improvements.*	N/A		Safety, Multimodal, Economic Development, Support Future Development, Infrastructure Resiliency	03, 09	C, G, P, T, W, S	PE/ Permits ROW/ Easements CON																													\$ 850,000		\$ 850,000	City's portion shown. Federal: RCN. Local shares include Water fund and others to be determined. Cowlitz Tribe shares to be determined.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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S 10th/11th Street Overcrossing of I-5, Timm Road to Union Ridge Parkway	New overcrossing, multimodal trail, complete corridor and install roundabout at Union Ridge Parkway and S. 10th Street.*	2026*	STIP ID: WA-16238	Economic Development, Support Planned Development, Connectivity	01, 08	C, G, P, T, W, S	PE/ Easements ROW/ Easements CON																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											</

PRIORITY CODES
T = Transportation
CDBG = Community Development Block Grant
TBD = Transportation Benefit District
F = Future

* Conditioned upon receiving grant funding
FUNDING SOURCES
Local: General Fund, TBD (Transportation Benefit District), Water (Water funds), TIF (Traffic Impact Fees), REET (Real Estate Excise Tax), TIA (Tax Increment Area), Developer contributions (Developer)
State: PWF (Public Works Fund), TIB (Transportation Improvement Board), Ped Bike (WSDOT Bicycle/Pedestrian Program), SRTS (Safe Routes to School Program)
Federal: SRTS (Safe Routes to School Program), STBIS (Surface Transportation Block Grant), CRP (Carbon Reduction Program), FLAP (Federal Lands Access Program), SAA (Safe Streets for All Users)
UTILITY

2025-2030 TRANSPORTATION IMPROVEMENT PROGRAM PROJECT MAP

