



CASTLE ROCK CITY COUNCIL AGENDA

Special Meeting: Wednesday, April 13, 2022
7:30 PM

Location
Castle Rock Senior Center
222 Second Ave SW
Castle Rock, WA 98611

AGENDA

To join this meeting from your computer, tablet or smartphone: <https://global.gotomeeting.com/join/201632365>

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1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call
- c. Changes to Agenda

2. PROCLAMATIONS & PRESENTATIONS

- a. Fair Housing Month (page 3)

3. BUSINESS FROM THE FLOOR/PHONE

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro

5. COUNCIL AND AD HOC COMMITTEE REPORTS

- Mayor / Mayor Pro-Tempore / Councilmembers
- CRCDA Representative Nancy Chennault

6. PUBLIC HEARINGS

7. CONSENT AGENDA

- a. Approve the March 2022 invoices as described in the Fund Transaction Summary Report, in the amount of \$545,483.07. (page 4-5)

8. OLD BUSINESS

- a. Resolution No. 2022-02, a resolution of the City Council of the City of Castle Rock has, by resolution determined to ask qualified voters of the City of Castle Rock, Washington, to fund by special excess levy the furnishing of public library services to the citizens of Castle Rock and will submit the following question: whether or not a special excess levy on real property shall be had

for the purpose of funding library services to the citizens of Castle Rock during the year 2023, on second reading. (page 6)

9. NEW BUSINESS

- a. Temporary Easement and Warranty Deed with State of Washington for SR411 project. (page 7-27)
- b. Interlocal Agreement between the City of Castle Rock and Cowlitz County for Public Works Construction of Transportation Infrastructure. (page 28-44)
- c. Memorandum of Understanding between the City of Castle Rock and the Clerical and Police Collective Bargaining Units, adding the Juneteenth Holiday. (page 45-46)
- d. Amendment No. 2022-01 to the Employment Agreements between the City of Castle Rock, and Carie Cuttonaro and David Vorse, adding the Juneteenth Holiday. (page 47-50)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>2Q22</u>	<u>3Q22</u>	<u>4Q22</u>	<u>1Q23</u>
April 11	July 11	October 10	January 09
April 25	July 25	October 24	January 23
May 09	August 08	November 14	February 13
May 23	August 22	November 28	February 27
June 13	September 12	December 12	March 13
June 27	September 26	Tuesday, December 27	March 27

Non-Discrimination Statement: This institution is an equal opportunity provider and employer. If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at https://www.ascr.usda.gov/sites/default/files/Complain_combined_6_8_12_508_0.pdf or at any USDA office, or call 866.632.9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to USDA, Office of the Assistant Secretary for Civil Rights, 1400 Independence Ave, SW, Stop 9410, Washington, DC 20250-9410 or email to program.intake@usda.gov or by fax (202) 690-7442.

Title VI: The City of Castle Rock ensures compliance with Title VI of the Civil Rights Act of 1964 and American Disabilities Act of 1990 by prohibiting discrimination against any person on the basis of race, color, national origin, sex or disabilities in the provision of benefits and services from its federal assisted programs and activities. If you need special accommodations to participate in this meeting, please contact Carie Cuttonaro at 360.274.8181 by 9:00 a.m. three days prior to the meeting. City Council may add and take action on other items not listed on this Agenda.

Proclamation

FOR
FAIR HOUSING MONTH
April 2022

WHEREAS, on April 11, 1968 the Fair Housing Act was enacted into law, recognizing that no American should have their right to purchase or rent shelter of choice abridged because of race, color, religion, sex, handicap, familial status, national origin, sexual orientation, or gender identity; and

WHEREAS, The City of Castle Rock is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, equality of opportunity for all is a fundamental policy of this nation and our state and our community; and

WHEREAS, the location that people live has a direct impact on the quality of their health, education, and access to economic opportunities; and

WHEREAS, discriminatory housing practices create racial and economic segregation in communities that can lead to disparate outcomes in overall quality of life; and

WHEREAS, The City of Castle Rock believes that access to fair housing laws have made our communities stronger and more vibrant in Washington State; and

WHEREAS, we are committed to programs that will help educate the public about the right to equal housing in the State of Washington; and

WHEREAS, we are committed to promoting housing choices and fostering inclusive communities free from housing discrimination.

THEREFORE, BE IT RESOLVED, as Mayor of the City of Castle Rock, I hereby proclaim the month of April 2022 as Fair Housing Month and thank the many people in our community who aspire to open the doors of opportunity of housing to all people free from any discrimination.

Signed on this 11th day of April, 2022,

Paul Helenberg, Mayor, City of Castle Rock

As of this date, 4/11/2022, the Council by a majority vote, does approve payment of the vouchers included in the Fund Transaction Summary Report, and further described as:

General Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT	EFT#906-3/2022	155.46	3/4/2022
Adjustment/EFT	EFT#907-3/2022	237.00	3/16/2022
Adjustment/EFT	EFT#908-3/2022	9,012.74	3/24/2022
Adjustment/EFT	EFT#910-3/2022	111,774.00	3/25/2022
Claims	Check 53156	800.00	3/14/2022
Claims	Check 53157	508.64	3/15/2022
Claims	Check 53158	5.75	3/16/2022
Claims	Check 53159	1,182.72	3/17/2022
Claims	Check 53160	61.75	3/18/2022
Claims	Check 53161 - 53165	519.52	3/21/2022
Claims	Check 53166	249.51	3/22/2022
Claims	Check 53167 - 53175	49,311.94	3/28/2022
Claims	Check 53176	1,496.89	3/31/2022
Claims	Checks 53177 - 53240	192,081.45	3/31/2022
		367,397.37	

Payroll Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Mid-Month Draw	Nacha # 595264	20,900.00	3/15/2022
Mid-Month Draw	Taxes	5,360.00	3/15/2022
EOM Payroll	Nacha # 610366	61,316.77	3/31/2022
EOM Payroll	Checks 26201 - 26216	65,061.03	3/31/2022
EOM Payroll	Taxes	25,440.54	3/31/2022
Feb Final Payroll	Taxes	7.36	2/28/2022
Accrued - Quarterly Payroll Tax			
Accrued - AWC Benefit Trust			
		178,085.70	

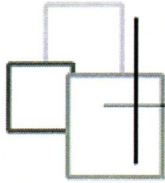
TBD Expenditures

<u>Transaction Type</u>	<u>Description</u>	<u>Amount</u>	<u>Payment Date</u>
Adjustment/EFT		-	
Claims		-	
		-	
		<u>Amount</u>	<u>Payment Date</u>
Grand Total Expenditures		545,483.07	3/1/2022 - 3/31/2022
Fund Transaction Summary Report		545,483.07	
Balance Check (s/b -0-)		-	

Lee Kessler, Audit Committee Member

Art Lee, Audit Committee Member

Ellen Rose, Audit Committee Member



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2022 - Mar - April - City Council
System Types: Cash Management, Financials, Payroll, Resources, UB2, Utility Billing

Fund Number	Description	Amount
010	General Fund	\$174,720.30
100	Street Fund	\$26,665.17
115	Building Code Account Fund	\$3,252.42
120	Visitor Center Fund	\$442.65
130	Library Fund	\$466.12
140	Criminal Justice Fund	\$142.50
145	Local Criminal Justice Fund	\$112.93
170	DOT Spoil Site Fund	\$2,104.68
320	Street Construction Capital Fund	\$54,486.45
400	Water/Sewer Operating Fund	\$211,510.99
410	Regional Water System Fund	\$34,426.64
415	Regional Sewer System Fund	\$71.17
420	Stormwater Management Fund	\$7,991.22
430	Regional Water Capital Improvement	\$73.50
435	Muni Water Capital Improvement	\$22,210.54
470	Muni Sewer Capital Imprv Reserve	\$2,340.00
475	Boat Launch Facility Fund	\$3,520.15
631	Utility Deposit Fund	\$200.00
634	State Custodial Pass-Thru Fund	\$745.64
	Count: 19	\$545,483.07

RESOLUTION NO. 2022-02

THE CITY COUNCIL OF THE CITY OF CASTLE ROCK HAS, BY RESOLUTION DETERMINED TO ASK QUALIFIED VOTERS OF THE CITY OF CASTLE ROCK, WASHINGTON, TO FUND BY SPECIAL EXCESS LEVY THE FURNISHING OF PUBLIC LIBRARY SERVICES TO THE CITIZENS OF CASTLE ROCK AND WILL SUBMIT THE FOLLOWING QUESTION: WHETHER OR NOT A SPECIAL EXCESS LEVY ON REAL PROPERTY SHALL BE HAD FOR THE PURPOSE OF FUNDING LIBRARY SERVICES TO THE CITIZENS OF CASTLE ROCK DURING THE YEAR 2023.

WHEREAS, the expected revenues coming to the General Fund of the City of Castle Rock during the year 2023 are inadequate to absorb the expenses of furnishing public library services to the citizens of Castle Rock without impairing the obligation of labor and other contracts, and at the same time provide the other essential services to the citizens which are supported by the General Fund; and

WHEREAS, no other funds are available to defray the costs and expenses of the operation and maintenance of the library; and

WHEREAS, to adequately fund the furnishing of library services during the year 2023, the monies will have to come from a source other than General Fund; and

WHEREAS, it is desirable and necessary to raise the required funds by an excess levy if approved by the voters of the City of Castle Rock at the Primary Election held on August 2, 2022, and if passed, levied in 2022 for collection in 2023.

NOW, THEREFORE, the City Council of the City of Castle Rock do hereby resolve:

- 1. That the following proposition be placed on the ballot of the election to be held August 2, 2022, to wit:

PROPOSITION NO. 1

The Castle Rock City Council adopted Resolution No. 2022-02 concerning a proposition to fund public library services by special excess levy. The proposition authorizes the City of Castle Rock, Washington, to levy an excess property tax in the year of 2022 for collection in 2023 of \$0.30 per \$1,000 of full assessed value for a total assessment of \$68,496.53. The excess levy would fund maintenance and operations of the library. Should this proposition be:

Approved _____ Rejected _____

- 2. The City Clerk-Treasurer is authorized and directed to present a duplicate of this Resolution to the Cowlitz County Auditor, as supervisor of elections, no later than May 13, 2022, which is eighty-one days prior to the August 2, 2022 Primary Election; to request said officer to submit the above proposition to the qualified voters of the City of Castle Rock at an election to be called on August 2, 2022, and to take all actions and do all things necessary to cause the ballot proposition described above to be submitted properly to the qualified electors of the city at the Primary Election held on August 2, 2022.

ADOPTED by the City Council of the City of Castle Rock and signed by the Mayor on this 11th day of April, 2022.

Mayor Paul Helenberg

Attest:

Approved as to form:

Carie Cuttonaro, Clerk-Treasurer

Frank Randolph, City Attorney

Date of Publication: _____

April 8, 2022

City of Castle Rock
 PO Box 370
 360 SW A Street
 Castle Rock, WA 98611

Re: SR 411, COWLITZ RIVER BRIDGE – REPLACE BRIDGE DECK
 FA No. STPF-0411(016)
 Parcel Number: 4-08752
Offer Letter

Dear David,

The State of Washington, acting by and through its Department of Transportation (WSDOT), plans to proceed with the above-titled public project.

The Washington State Department of Transportation in coordination with the Federal Highway Administration proposes to replace the existing concrete bridge deck on the State Route SR 411 Castle Rock Bridge to extend the service life of the bridge. The proposed project will replace the deteriorating concrete bridge deck and expansion joints. The bridge deck will be widened 20” to accommodate a 6-foot-wide raised sidewalk on the north side of the bridge. This project will also include utility relocation, including the removal of the City of Castle Rock’s 12” steel water line and replacing with a 16” HDPE pipe in the existing location. The traveling public will experience intermittent delays due to construction traffic, single lane and full bridge closures during this time. Construction will include both day and night work.

The purpose of this letter is to notify you of a) WSDOT’s interest in acquiring your property for this project, b) WSDOT’s determination of just compensation for your property, and c) the basic protections afforded to you by law.

WSDOT has established an amount it believes is just compensation based on the market value estimated for your property. WSDOT’s offer is as follows:

Land Conveyed Fee:	413 SF	\$ 1,652.00
Temporary Easement:	2916 SF - 2 years	\$ 2,332.80
Improvements	N/A	\$ N/A
Damages	N/A	\$ N/A
Other	N/A	\$ N/A
Total Amount		\$ 3,984.80

An administrative offer is based upon market research and is used when the property rights being acquired involve estimated compensation of less than \$10,000. Accordingly, an appraisal has not been completed on this property.

The Internal Revenue Service (IRS) requires that WSDOT obtain your correct taxpayer identification number (TIN) or social security number (SSN) to report income paid to you as a result of this real estate transaction. In addition to the IRS requirement, the Washington State Office of Financial Management (OFM) requires that all state agencies use a statewide vendor number for all payments. Enclosed is a Statewide Payee Registration form that must be completed for each payee, prior to receiving payment from WSDOT. To protect your privacy, OFM requires the form be submitted directly to them. Please refer to the Statewide Payee Registration form for instructions on how to complete and return the form to OFM. **The City of Castle Rock currently has a Vendor number assigned through OFM, please disregard this paragraph.**

Payment for your property and/or property rights will be made available to you as soon as reasonably possible after you accept WSDOT's offer, provided that there are no delays in closing the transaction. The date on which payment is made available to you is called the "payment date". On that date, WSDOT becomes the owner of the property purchased and responsible for its control and management.

If you employ professional services to evaluate this offer, WSDOT will reimburse you up to \$750 of your evaluation costs. Claims for reimbursement will be paid at the time of final settlement upon submission of an invoice or paid receipt.

If we are unable to achieve a mutually agreeable settlement, WSDOT, acting in the public interest, will use its right of eminent domain to acquire your property for public use. In conformity with the Washington State Constitution and laws, the Attorney General's Office will file a condemnation action to obtain a "Court Order of Public Use and Necessity", and a trial will be arranged to determine the just compensation to be paid for your property. This action is taken to ensure your rights as an individual property owner are protected. If a condemnation action is filed, you should consider consulting with an attorney to ensure that you receive appropriate representation.

Enclosed please find the following:

- A. The necessary legal documents for the transferring of the property or property rights;
- B. A voucher setting forth the monetary details of this transaction;
- C. A copy of the valuation of your property;
- D. A plan sheet showing the property rights;
- E. Transportation Needs and You (brochure explaining the Right-of-Way acquisition process).

We have attempted by this letter to provide a concise statement of our offer and summary of your rights. We hope the information will assist you in reaching a decision. Please feel free to contact me directly at (541)-961-0155 or at atkinsk@consultant.wsdot.wa.gov, to discuss the offer further or address additional questions you may have. Additional information about this road project can be found on our website at: www.wsdot.wa.gov/projects/search. Thank you for your time and consideration.

Sincerely,

Carley Francis
Regional Administrator
WSDOT Southwest Region

By: *Kelly Atkinson*
Property & Acquisition Specialist
(541) 961-0155

Receipt of this letter is hereby acknowledged:

City of Castle Rock

Date

(Signature above does not mean acceptance or rejection of offer.)

ADMINISTRATIVE OFFER SUMMARY No. 1
Parcel 4-08752

PROJECT: SR 411/COWLITZ RIVER BR. TO HUNTINGTON AVE. SO.

Sheet 1 of 3 Sheets; Plan Approval Date; 2/4/2022 Revision Date _____

FEDERAL AID NO. N/A Tax Account No 3-0562

OWNERS NAME: CITY OF CASTLE ROCK, WA

PROPERTY LOCATION: 360 SW A STREET, CASTLE ROCK, WASHINGTON

BEFORE AREA: 54,889 Square Feet AFTER AREA: 54,476 Square Feet

The Assessor's 1.26 acre site size appears to cover the area currently developed with the city shop facility and reflects the property's developable land area only. The Assessor's parcel map illustrates it extending westward across the levee & into the river. Although the levee & river portion are not developable, they could potentially contribute to a greater development density on the buildable portion of the site.

ENVIRONMENTAL CONSTRAINTS: The parcel is located on the Cowlitz River. Assessor's parcel map shows +20% is in the river, 20% is levee topped with public trail. The balance (60% of parcel) is developable land classified on FEMA map as levee protected and within the 500 year flood plain.

ACQUISITION AREA:

FEE 413 Square Feet (SF) TEMPORARY EASEMENT 2916 SF for Access to Toe of Slope

CURRENT USE: Public Works Maintenance Shops/Yard ZONING: R-2, High Density Residential

HIGHEST & BEST USE: AS THOUGH VACANT: The current market suggests development as a water view oriented multifamily project. The existing current use as a public works facility is allowable as a conditional use.

ASSESSED VALUE: Land \$121,000 Unit Value \$96,032/acre or \$2.20/SF
 Improvements: \$221,070 (2 office/shop buildings, 4-equipment/commodity sheds).

EFFECTS OF ACQUISITION: This project will replace the deteriorating concrete bridge deck and expansion joints on the SR 411 Cowlitz River bridge in Castle Rock, Washington. The project requires the acquisition of 2 Temporary Easements (TE) and 1 Fee area on a small portion of the subject property owned and occupied by the City of Castle Rock Public Works. The TE's will be used to access and construct the toe of slope (Fee area) at the southerly boundary of subject parcel, adjacent to SR411, as shown on the attached Right of Way Plan. The access easement runs between city shop buildings and likely presents a nominal inconvenience. However, the acquisitions will have no long term effect on the function of the existing building improvements or maintenance yard. Any improvements within the TE areas affected by the project will be replaced in kind or repaired to an equal or better condition than currently exists. The term of the TE's will be 24 months, commencing July 1, 2022 and ending June 30, 2024. The TE's will be based on a \$4.00/SF value with a 10% annual return.

2916SF x \$4.00 x 10% = \$1,166.40 (1166.40 x 2 yrs = \$2,332.80).

SALES RELIED ON : 1 through 3 (contained in Data Package for this project) Dated March 22, 2022

Subject Sold within last 5 years? No If yes, is Sale included in Data package? _____

ACQUISITION COMPENSATION

FEE: LAND		
<u>413 SF</u>	<u>\$ 4.00 SF</u>	<u>\$1,652.00</u>
(type and size)	Unit Value	

IMPROVEMENTS

<u>N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
(type and size)	Unit Value	

TEMPORARY
EASEMENT - 2916 SF
2 Year Duration

<u>Access & Construction</u>	<u>\$ 4.00 SF (Return/10%/Year)</u>	<u>\$ 2,332.80</u>
(type and size)	Unit Value x 2 years	

DAMAGES

<u>None</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
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Worksheet Date: March 31, 2022

Total \$3,984.80

Prepared By: Kelly Atkinson

Date: March 31, 2022

1. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved.
2. My compensation is not contingent on an action or event resulting from this report.
3. I affirm that the valuation problem is uncomplicated. I concur in the value estimate herein. I authorize an Administrative Offer be made in said amount as Just Compensation.

M. Palano

(Region Real Estate Manager)

4/6/22

(Date)

This form is prepared in conformance with Federal and State policy and procedures, under the Uniform Relocation Act. It does not constitute an appraisal as defined by USPAP, nor under the definition of "appraisal" in 49 CFR 24.102(c)(2)

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantor: City of Castle Rock, a municipal corporation of the State of Washington
Grantee: State of Washington, Department of Transportation
Legal Description: CROL -40, 41, 42, 10-9N-2W
Additional Legal Description is on Page 4 through 8 of Document.
Assessor's Tax Parcel Number: 3-0562

TEMPORARY EASEMENT

State Route 411, COWLITZ RIVER BRIDGE – REPLACE BRIDGE DECK.

The Grantor, **CITY OF CASTLE ROCK, a municipal corporation of the State of Washington**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, conveys and grants unto the State of Washington, acting by and through its Department of Transportation, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of **Construction of toe of slope and Access to toe of slope**.

Said lands being situated in Cowlitz County, State of Washington, as described in Exhibit A, attached hereto and made a part of.

The term of this Temporary Easement shall commence on July 1, 2022 and shall terminate on June 30, 2024, hereinafter the "Term".

TEMPORARY EASEMENT

Grantee shall provide Grantor written notice no less than 15 days in advance of Grantee’s intent to exercise its rights under this Temporary Easement.

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

Dated: _____, 2022

City of Castle Rock
a municipal corporation of the State of Washington

By: _____
PAUL D. HELENBERG, Mayor

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Mike Palazzo, Southwest Region Real Estate
Services Manager, Authorized Signatory

Date: _____

TEMPORARY EASEMENT

EXHIBIT A

Temporary Easement for Construction (247SF)

All that portion of the hereinafter described Parcel "A" and "B" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 0+95.30 on the SR 411 line survey of the SR 411 COWLITZ RIVER BR. TO HUNTINGTON AVE. SO., and 30 feet Northeasterly therefrom; thence Northeasterly to a point opposite said HES and 40 feet Northeasterly therefrom; thence Southeasterly, parallel with said line survey to a point opposite HES 1+20.00 thereon; thence Southwesterly to a point opposite said HES and 30 feet Northeasterly therefrom; thence Northwesterly, parallel with said line survey to the point of beginning.

Temporary Easement for Access (2669SF)

All that portion of the hereinafter described Parcel "A" and "B" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 1+35.40 on the SR 411 line survey of the SR 411 COWLITZ RIVER BR. TO HUNTINGTON AVE. SO., and 40 feet Northerly therefrom, thence Northeasterly to a point opposite HES 1+53.41 on said line survey and 63.08 feet Northerly therefrom, thence Northeasterly to a point opposite HES 2+11.01 on said line survey and 90.29 feet Northerly therefrom, thence Southeasterly to a point opposite HES 3+39.45 on said line survey and 73.54 feet Northerly therefrom; thence Southeasterly to a point opposite HES 3+59.33 on said line survey and 30 feet Northerly therefrom, thence Westerly parallel with said line survey to a point opposite HES 3+35.92 thereon, thence Northerly to a point opposite HES 3+35.79 on said line survey and 42.96 feet Northerly therefrom, thence Northwesterly to a point opposite HES 3+24.73 on said line survey and 66.69 feet Northerly therefrom, thence Northwesterly to a point opposite HES 2+13.83 on said line survey and 80.27 feet Northerly therefrom, thence Southwesterly to a point opposite HES 1+65.45 on said line survey and 57.86 feet Northerly therefrom, thence Southwesterly to a point opposite HES 1+61.30 on said line survey and 40 feet Northerly therefrom, thence Northwesterly, parallel with said line survey to the point of beginning.

PARCEL A

THE FOLLOWING DESCRIBED PORTION OF THE SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CASTLE ROCK OUTLOT 40, AS DESCRIBED IN DEED RECORDED IN VOLUME 44, PAGE 109, RECORDS OF COWLITZ COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A STAKE ONE HUNDRED AND TWENTY FEET WEST OF THE NORTHEAST CORNER OF THE WILLIAM WHITTLE ONE ACRE TRACT OF LAND,

TEMPORARY EASEMENT

IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, THE ONE ACRE TRACT HAVING BEEN CONVEYED TO WILLIAM WHITTLE BY WILLIAM AND ELISA J. HUNTINGTON BY WARRANTY DEED RECORDED IN VOLUME I, PAGE 154, RECORDS OF COWLITZ COUNTY;

THENCE SOUTH 40.5° WEST, FOR A DISTANCE OF 119 FEET;

THENCE SOUTH 49° EAST, FOR A DISTANCE OF 35 FEET;

THENCE NORTH 45° WEST, FOR A DISTANCE 12 FEET;

THENCE WEST TO THE COWLITZ RIVER;

THENCE NORTHEASTERLY FOLLOWING THE MEANDER LINE OF SAID RIVER TO A POINT WEST OF THE POINT OF BEGINNING;

THENCE EAST TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT TWENTY CHAINS NORTH AND TWENTY CHAINS AND SIXTY-FOUR LINKS WEST OF THE SOUTHWEST CORNER OF SECTION ELEVEN, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING THE SOUTHWEST CORNER TO LOT NO. 5 IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, AND SITUATE ON THE LEFT BANK OF THE COWLITZ RIVER;

THENCE EAST, FOR A DISTANCE OF THREE CHAINS AND SIXTY-SEVEN LINKS;

THENCE NORTH, FOR A DISTANCE OF FIVE CHAINS AND FIFTY LINKS TO A STAKE ON THE LEFT BANK OF THE COWLITZ RIVER;

THENCE DOWN THE MEANDERINGS OF SAID RIVER TO THE PLACE OF BEGINNING.

ALSO BEGINNING 50 FEET SOUTH OF THE NORTHEAST CORNER OF AN ACRE TRACT CONVEYED BY WILLIAM HUNTINGTON TO WILLIAM WHITTLE, IS BEING IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;

THENCE WEST, FOR A DISTANCE OF 120 FEET;

THENCE SOUTH TO THE NORTH LINE OF THE COUNTY ROAD;

TEMPORARY EASEMENT

THENCE EASTERLY ALONG LINE OF SAID COUNTY ROAD TO A POINT DUE SOUTH OF THE POINT OF BEGINNING;

THENCE NORTH TO THE POINT OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED REAL PROPERTY IN SAID COUNTY AND STATE;

BEGINNING AT A POINT 150 FEET NORTH OF "A" STREET ON QUARTER OF QUARTER LINE RUNNING NORTH AND SOUTH THROUGH THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;

THENCE EAST TO THE WEST SIDE OF 3RD STREET IN CASTLE ROCK;

THENCE NORTH 7.5° WEST, FOR A DISTANCE OF 50 FEET;

THENCE WEST, FOR A DISTANCE OF 110 FEET;

THENCE NORTH, FOR A DISTANCE OF 100 FEET;

THENCE WEST, FOR A DISTANCE OF 30 FEET;

THENCE SOUTH TO THE PLACE OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED REAL PROPERTY IN SAID COUNTY AND STATE;

BEGINNING AT THE NORTHEAST CORNER OF A ONE ACRE TRACT AS SURVEYED BY W.F. CRAWFORD, AND CONVEYED TO WILLIAM WHITTLE BY WILLIAM AND ELISA J. HUNTINGTON;

THENCE SOUTH, FOR A DISTANCE OF 50 FEET;

THENCE EAST, FOR A DISTANCE OF 58 FEET;

THENCE NORTH, FOR A DISTANCE OF 150 FEET;

THENCE EAST, FOR A DISTANCE OF 10 FEET TO THE QUARTER OF QUARTER LINE;

THENCE NORTH, FOR A DISTANCE OF 150 FEET;

TEMPORARY EASEMENT

THENCE WEST, FOR A DISTANCE OF 42 FEET TO THE RIVER;

THENCE BY THE MEANDER OF THE COWLITZ RIVER DOWN STREAM TO A POINT DUE WEST OF THE NORTHEAST CORNER OF WHITTLE ONE ACRE TRACT;

THENCE EAST TO THE POINT OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED REAL PROPERTY IN THE SAID COUNTY AND STATE;

BEGINNING AT THE NORTHEAST CORNER OF A ONE ACRE TRACT SURVEYED BY W.F. CRAWFORD, AND CONVEYED BY WILLIAM HUNTINGTON AND ELISA HUNTINGTON TO WILLIAM WHITTLE;

THENCE WEST, FOR A DISTANCE OF 120 FEET;

THENCE SOUTH, FOR A DISTANCE OF 50 FEET;

THENCE EAST, FOR A DISTANCE OF 120 FEET;

THENCE NORTH, FOR A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING.

PARCEL B

THE FOLLOWING DESCRIBED PORTION OF THE SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

CASTLE ROCK OUTLOTS 41 AND 42, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING 150.0 FEET WEST OF THE SOUTHWEST CORNER OF BLOCK 3, PLAT OF CASTLE ROCK, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 21, RECORDS OF SAID COUNTY;

THENCE WEST, FOR A DISTANCE OF 100.00 FEET;

THENCE NORTH, FOR A DISTANCE OF 150.00 FEET;

THENCE EAST, FOR A DISTANCE OF 50.00 FEET;

THENCE SOUTH, FOR A DISTANCE OF 50.00 FEET;

TEMPORARY EASEMENT

THENCE EAST, FOR A DISTANCE OF 50.00 FEET;

THENCE SOUTH, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON

The lands herein described contain an area of 2916 square feet more or less, the specific details concerning all of which are to be found on sheet 1 of 3 of that certain plan entitled SR 411, COWLITZ RIVER BR. TO HUNTINGTON AVE. SO., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval February 21, 1997, revised February 4, 2022.

Grantor's Initials

After recording return document to:

State of Washington
Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Warranty Deed
Reference Number of Related Document: N/A
Grantor: City of Castle Rock, a municipal corporation of the State of Washington
Grantee: State of Washington, Department of Transportation
Legal Description: CROL -40, 41, 42, 10-9N-2W
Additional Legal Description is on Pages 4 through 7 of Document.
Assessor's Tax Parcel Number: 3-0562

WARRANTY DEED

STATE ROUTE 411, COWLITZ RIVER BRIDGE – REPLACE BRIDGE DECK

The Grantor, **CITY OF CASTLE ROCK, a municipal corporation of the State of Washington**, for and in consideration of the sum of TEN AND NO/100 (\$10.00) Dollars, and other valuable consideration, hereby conveys and warrants to the **State of Washington, acting by and through its Department of Transportation**, Grantee, the following described real property situated in Cowlitz County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional terms and conditions see attached Exhibit A, attached hereto and made a part hereof.

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, by and through its Department of Transportation, by its authorized agent.

WARRANTY DEED

Dated: _____, 2022

City of Castle Rock
a municipal corporation of the State of Washington

By: _____
PAUL D. HELENBERG, Mayor

Accepted and Approved

STATE OF WASHINGTON
Department of Transportation

By: _____
Mike Palazzo, Southwest Region Real Estate
Services Manager, Authorized Signatory

Date: _____

WARRANTY DEED

EXHIBIT A

All that portion of the hereinafter described Parcels "A" and "B" lying Southwesterly of the following described line:

All that portion of the hereinafter described Parcel "A" and "B" lying within a tract of land beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 1+20.00 on the SR 411 line survey of the SR 411 COWLITZ RIVER BR. TO HUNTINGTON AVE. SO., and 30 feet Northeasterly therefrom; thence Northeasterly to a point opposite said HES and 40 feet Northeasterly therefrom; thence Southeasterly, parallel with said line survey to a point opposite HES 1+35.40 thereon; thence Southeasterly, parallel with said line survey to a point opposite HES 1+61.30 thereon; thence Southwesterly to a point opposite said HES and 30 feet Northeasterly therefrom; thence Northwesterly, parallel with said line survey to the point of beginning.

PARCEL A

THE FOLLOWING DESCRIBED PORTION OF THE SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CASTLE ROCK OUTLOT 40, AS DESCRIBED IN DEED RECORDED IN VOLUME 44, PAGE 109, RECORDS OF COWLITZ COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A STAKE ONE HUNDRED AND TWENTY FEET WEST OF THE NORTHEAST CORNER OF THE WILLIAM WHITTLE ONE ACRE TRACT OF LAND, IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, THE ONE ACRE TRACT HAVING BEING CONVEYED TO WILLIAM WHITTLE BY WILLIAM AND ELISA J. HUNTINGTON BY WARRANTY DEED RECORDED IN VOLUME I, PAGE 154, RECORDS OF COWLITZ COUNTY;

THENCE SOUTH 40.5° WEST, FOR A DISTANCE OF 119 FEET;

THENCE SOUTH 49° EAST, FOR A DISTANCE OF 35 FEET;

THENCE NORTH 45° WEST, FOR A DISTANCE 12 FEET;

THENCE WEST TO THE COWLITZ RIVER;

THENCE NORTHEASTERLY FOLLOWING THE MEANDER LINE OF SAID RIVER TO A POINT WEST OF THE POINT OF BEGINNING;

WARRANTY DEED

THENCE EAST TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT TWENTY CHAINS NORTH AND TWENTY CHAINS AND SIXTY-FOUR LINKS WEST OF THE SOUTHWEST CORNER OF SECTION ELEVEN, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, SAID POINT BEING THE SOUTHWEST CORNER TO LOT NO. 5 IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST, AND SITUATE ON THE LEFT BANK OF THE COWLITZ RIVER;

THENCE EAST, FOR A DISTANCE OF THREE CHAINS AND SIXTY-SEVEN LINKS;

THENCE NORTH, FOR A DISTANCE OF FIVE CHAINS AND FIFTY LINKS TO A STAKE ON THE LEFT BANK OF THE COWLITZ RIVER;

THENCE DOWN THE MEANDERINGS OF SAID RIVER TO THE PLACE OF BEGINNING.

ALSO BEGINNING 50 FEET SOUTH OF THE NORTHEAST CORNER OF AN ACRE TRACT CONVEYED BY WILLIAM HUNTINGTON TO WILLIAM WHITTLE, IS BEING IN SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;

THENCE WEST, FOR A DISTANCE OF 120 FEET;

THENCE SOUTH TO THE NORTH LINE OF THE COUNTY ROAD;

THENCE EASTERLY ALONG LINE OF SAID COUNTY ROAD TO A POINT DUE SOUTH OF THE POINT OF BEGINNING;

THENCE NORTH TO THE POINT OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED REAL PROPERTY IN SAID COUNTY AND STATE;

BEGINNING AT A POINT 150 FEET NORTH OF "A" STREET ON QUARTER OF QUARTER LINE RUNNING NORTH AND SOUTH THROUGH THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN;

THENCE EAST TO THE WEST SIDE OF 3RD STREET IN CASTLE ROCK;

THENCE NORTH 7.5° WEST, FOR A DISTANCE OF 50 FEET;

WARRANTY DEED

THENCE WEST, FOR A DISTANCE OF 110 FEET;

THENCE NORTH, FOR A DISTANCE OF 100 FEET;

THENCE WEST, FOR A DISTANCE OF 30 FEET;

THENCE SOUTH TO THE PLACE OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED REAL PROPERTY IN SAID COUNTY AND STATE;

BEGINNING AT THE NORTHEAST CORNER OF A ONE ACRE TRACT AS SURVEYED BY W.F. CRAWFORD, AND CONVEYED TO WILLIAM WHITTLE BY WILLIAM AND ELISA J. HUNTINGTON;

THENCE SOUTH, FOR A DISTANCE OF 50 FEET;

THENCE EAST, FOR A DISTANCE OF 58 FEET;

THENCE NORTH, FOR A DISTANCE OF 150 FEET;

THENCE EAST, FOR A DISTANCE OF 10 FEET TO THE QUARTER OF QUARTER LINE;

THENCE NORTH, FOR A DISTANCE OF 150 FEET;

THENCE WEST, FOR A DISTANCE OF 42 FEET TO THE RIVER;

THENCE BY THE MEANDER OF THE COWLITZ RIVER DOWN STREAM TO A POINT DUE WEST OF THE NORTHEAST CORNER OF WHITTLE ONE ACRE TRACT;

THENCE EAST TO THE POINT OF BEGINNING.

ALSO THE FOLLOWING DESCRIBED REAL PROPERTY IN THE SAID COUNTY AND STATE;

BEGINNING AT THE NORTHEAST CORNER OF A ONE ACRE TRACT SURVEYED BY W.F. CRAWFORD, AND CONVEYED BY WILLIAM HUNTINGTON AND ELISA HUNTINGTON TO WILLIAM WHITTLE;

THENCE WEST, FOR A DISTANCE OF 120 FEET;

THENCE SOUTH, FOR A DISTANCE OF 50 FEET;

WARRANTY DEED

THENCE EAST, FOR A DISTANCE OF 120 FEET;

THENCE NORTH, FOR A DISTANCE OF 50 FEET TO THE PLACE OF BEGINNING.

PARCEL B

THE FOLLOWING DESCRIBED PORTION OF THE SECTION 10, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, COWLITZ COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

CASTLE ROCK OUTLOTS 41 AND 42, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING 150.0 FEET WEST OF THE SOUTHWEST CORNER OF BLOCK 3, PLAT OF CASTLE ROCK, AS RECORDED IN VOLUME 3 OF PLATS, PAGE 21, RECORDS OF SAID COUNTY;

THENCE WEST, FOR A DISTANCE OF 100.00 FEET;

THENCE NORTH, FOR A DISTANCE OF 150.00 FEET;

THENCE EAST, FOR A DISTANCE OF 50.00 FEET;

THENCE SOUTH, FOR A DISTANCE OF 50.00 FEET;

THENCE EAST, FOR A DISTANCE OF 50.00 FEET;

THENCE SOUTH, FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON

The lands herein described contain an area of 413 square feet more or less, the specific details concerning all of which are to be found on sheet 1 of 3 of that certain plan entitled SR 411, COWLITZ RIVER BR. TO HUNTINGTON AVE. SO., now of record and on file in the office of the Secretary of Transportation at Olympia, and bearing date of approval February 21, 1997, revised February 4, 2022.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF CASTLE ROCK
AND COWLITZ COUNTY FOR PUBLIC WORKS CONSTRUCTION
OF TRANSPORTATION INFRASTRUCTURE**

This Interlocal Agreement (“Agreement”) is made this ____ day of _____, 2022 by and between the City of Castle Rock (“CITY”), a Washington municipal corporation, and Cowlitz County (“COUNTY”), a Washington political subdivision, individually referred to as ‘Party’ and collectively referred to as ‘Parties’ where applicable.

RECITALS

1. Pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform. CITY, pursuant to RCW 35A.11.020 and RCWs 35.68 through 35.79, and 35.68, and COUNTY, pursuant to RCWs 36.75 through 36.87, have the authority to enter into an Agreement for the collaborative and coordinated processes on the construction of respective transportation infrastructure.
2. CITY and COUNTY regularly engage in the contracting for construction of public works for transportation projects pursuant to the competitive bidding requirements of RCW 39.04, and wish to enter into an Agreement to collaborate and cooperate in joint bidding and construction processes for both incorporated and unincorporated lands to improve local public safety while providing savings on administration and management of the competitive bidding for public works projects.
3. CITY and COUNTY propose to work cooperatively when efficiency and economy of scale dictate that it is in the best public interest to include public works projects and bidding needed by one party within the other party’s public works projects and bidding.
4. CITY and COUNTY wish to enter into this Agreement to set forth the processes and responsibilities of CITY and COUNTY in coordinating and cooperating in the drafting of specifications, bidding, award, administration and construction of public works projects.

NOW, THEREFORE, in consideration of these shared purposes, the Parties agree as follows:

I. Purpose.

The purpose of this Agreement is to permit CITY and COUNTY to make the most efficient use of their resources to carry out public works projects subject to competitive bidding under Chapter 39.34 RCW by enabling the one party to cooperate to be included in the other’s public works bidding processes. This Agreement also authorizes the design and/or construction of the of a public works of one party in connection with a public works project(s) of the other, contracting party and its duly-bid and duly- authorized third party contractor(s), by separate agreements and approvals, following the procedures and the terms set forth in this master Agreement.

II. Recitals Adopted.

The recitals set forth above are hereby adopted as the factual basis for this Agreement.

III. Definitions.

Add-On means Work requested by a User to the Contracting Party, and to be adequately documented and prepared by a User to be included in the Contracting Party's bid packet, and thereafter to be independently contracted, managed and funded with a successful bidder by the User.

Agreement means this document, together with its terms, conditions, covenants, and performances contained therein, as well as any attached Exhibits, which shall be incorporated herein and become a part hereof.

Approved Bid Packet means the design, purchasing, bidding, advertising, review and award of the CITY's and COUNTY's public works projects that conform to the purposes and intent of this Agreement.

Business Days means Monday through Friday, inclusive, except for official state holidays.

CITY means the City of Castle Rock, a Washington municipal corporation, and its officials, employees, agents, assign, and its contractors, subcontractors.

City Project Manager means the person designated by CITY to act as CITY's coordinator and primary representative, both legal and contractual, in all matters arising during the course of preparations for and the performance of public works projects under this Agreement.

City Facilities means City of Castle Rock owned or regulated facilities, including city streets, utilities, infrastructure and public works improvements, and including facilities impacted by, or constructed as part of any public works that are owned or will be owned or are controlled by CITY as set forth in this Agreement.

City Standards means all City of Castle Rock laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise provided in this Agreement: City Municipal Code; City standard specifications for road, bridge and municipal Construction, and including the City right of way improvement standards

City Street means a public, incorporated municipal street, bridge and right-of-way, or any part thereof, pursuant to RCW 46.04.120 and RCW 47.04.010(6), and acquired, established, constructed, maintained, used or vacated as provided in RCW 35A.47.020, and RCWs 35.68 through 35.79, and 35.68, and under the jurisdiction of City of Castle Rock.

Contract Award means COUNTY's and CITY's joint, written decision accepting a bid(s) the design, purchasing, bidding, advertising, and review of the CITY's and COUNTY's public works projects.

Contracting Party means the respective CITY or COUNTY party who has solicited for and/or effected the public works contracts, and who has assumed the responsibility for the

administration and implementation of the public works project, including but not limited to initiation of the public works bidding process pursuant to Chapter 39.04 RCW; overseeing bidding advertising, review, award and contracting; collecting, reviewing and approving required documentation in furtherance of this master Agreement.

County Engineer means the licensed professional civil engineer empowered and obligated under RCW 36.80 to supervise the establishing, laying out, constructing, altering, improving, repairing, and maintaining all county roads of COUNTY.

County Road means a public, unincorporated, county roadway and bridge, and right-of-way, improved or unimproved, or any part thereof, pursuant to RCW 46.04.150 and RCW 47.04.010(9), and acquired, established, constructed, maintained, used or vacated as provided in RCWs 36.75 through 36.87, and under the jurisdiction of COUNTY.

County Standards means all COUNTY laws, rules, regulations and standards and all applicable federal and state laws, rules, regulations and standards, including but not limited to the following, except as otherwise provided in this Agreement: County Code; County standard specifications for road, bridge and municipal Construction, and including the County right of way improvement standards

Designated Representative means the legal and binding representative of a Party, lawfully empowered by statute or official designation to sign Task Orders, MOU's or contracts or to receive official communications, as set forth below.

Environmental Law(s) means any environmentally related local, state or federal law, regulation, ordinance or order (including without limitation any final order of any court of competent jurisdiction of which the STATE has knowledge), now or hereafter in effect including, but not limited to: the Federal Clean Air Act; the Federal Water Pollution Control Act; the Federal Safe Drinking Water Act; the Federal Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Federal Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Federal Occupational Safety and Health Act; the Federal Emergency Planning and Right-to-Know Act of 1986; the Federal Hazardous Materials Transportation Control Act of 1980; the Federal Clean Water Act of 1977; the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Waste Management Recovery and Recycling Act; the Washington Hazardous Waste Management Act; the Washington Hazardous Waste Fees Act; Washington Model Toxics Control Act; the Washington Nuclear Energy and Radiation Act; the Washington Radioactive Waste Storage and Transportation Act; the Washington Underground Petroleum Storage Tanks Act; and any regulations promulgated thereunder from time to time.

Letter of Project Approval means the letter provided to CITY by COUNTY, or by COUNTY to CITY following the completion of the joint public works specifications review process, but before public bid proceedings by the Contracting Party, signifying the specifications stated in the competitive bid, to be awarded and contracted for, are jointly approved.

Letter of Award for Work means the written document provided to CITY by COUNTY, or by COUNTY to CITY, following the completion of the public works bidding and review processes, in advance of the bid award by the lead agency as the CITY or as the COUNTY, respectively, that signifies the other party's acceptance of the review of the joint bids for accuracy, content, and compliance with the specifications, and approval of a contract award on the public works project(s).

Project means the public works project(s) specified within a given bid packet, jointly generated for the Contracting Party pursuant to Chapter 39.04 RCW, for the purpose of securing a materials vendor or a contractor, or both, to complete the specified public works project(s) of the respective parties and comprehensively labeled 'the Project'. When the parties proceed under this master Agreement, the Project will also include the respective User's Work when requested, and the bid packet shall include all drawings, specifications, documents, estimates, forms, bid bonds, User performance bond and insurance certification, and contracting form, relevant to the contracting for and performance of the User's Work.

User means the party who requests that its specified Work be included and/or completed in connection with the Project, when requested by the User to the Contracting Party.

Work means all survey and engineering (including plans and specifications, and design process on the Project), materials, equipment, labor, contract administration, construction inspection, and any other matters necessary to complete additions to the Project as were requested by User.

IV. Term and Termination

- A. This Agreement will become effective on the date a statutorily authorized representative of the last party signs the Agreement and the Agreement is recorded or posted pursuant to RCW 39.34.040.
- B. The Agreement shall remain in effect until the completion of the last of the jointly-bid Projects into under this Agreement, unless terminated earlier as provided below. Any early termination shall be in writing and shall be based upon the following:
 1. **VOLUNTARY.** In the event that CITY or COUNTY determines that termination of this Agreement is in its, respective best interests, that terminating party shall give the other party thirty (30) days' notice of termination of this Agreement. Upon a party's notice of termination of the Agreement, that party be released from any future funding or other obligations regarding the completion of any bid-award-pending Work or future Project under the Agreement
 2. **DEFAULT.** By reason of a breach of this Agreement by a Party, the other Party may terminate this Agreement; provided that written notice specifying the breach, and thirty (30) days to cure the breach is given, and thereafter, in the absence of a substantial cure, the dispute resolution procedures set forth below are followed. The notice and dispute resolution requirements do not apply where protection of the public's health, welfare, or safety requires immediate termination.
 - a. Dispute resolution: In the event that a dispute arises under this Agreement, it will be resolved in the following manner: CITY and COUNTY will each individually

appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The decision of the Dispute Board may be appealed to the Superior Court for *de novo* review.

3. LACK OF APPROPRIATION. Any Party's obligation under this Agreement that may extend beyond the current appropriation year is expressly conditioned upon that Party's legislative appropriation of sufficient funds to support the Work and Project activities described in this Agreement. If the Party's legislative body does not appropriate sufficient funds and resources for those purposes, then that Party's participation under this Agreement shall terminate automatically at the end of the current appropriation year.

V. Work Request of the Parties.

- A. Communication. The respective departments of Public Works of CITY and COUNTY have historically worked together to coordinate public works construction and maintenance. The parties agree to continue to exercise reasonable efforts to keep one another informed of Projects that may fall under this Agreement, and the projected timetables and time restrictions on such Projects.
- B. Initiation of Work Request. A User shall request and the Contracting Party shall process such request on a Project as follows:
 1. PRE-BID. A User shall deliver a written Work request to the Contracting Party for the User's Work to be integrated into the Contracting Party's planned Project, not less than 1 month prior to the date that the bid package will be issued, unless such submission time deadline is waived at the sole discretion of the Contracting Party.
 2. CHANGE ORDER. In the event that a Work request has not been submitted as a pre-bid in the preceding subsection, the User may still request that the Contracting Party integrate Work into Contracting Party's planned project through use of a 'change order' on a Project that is currently in progress, if such change order is properly within the scope of an accepted bid by Contracting Party, and as addressed in *WSDOT Local Agency Guidelines*, §52.5-Changes and Extra Work (06-2021) and in Ofc. of Wash. State Auditor, *Best Practices for Change Orders* (09-2020): (<https://portal.sao.wa.gov/PerformanceCenter/#/address?mid=6&rid=18531>). The decision to include such Work request as a change order on a Project shall be in the sole discretion of the Contracting Party, as is the manner and time deadline for submission by User of such Work at the sole discretion of the Contracting Party.
 3. WORK REQUEST FORM. Each Work request shall be in writing and shall specify in detail the Work for integration into the Project. To the extent practicable, the Work request shall specify the purposes, amounts and types of labor, equipment, materials required, location of the Work, estimated cost of the Work, and any other pertinent information to the request for pre-bid or change order. The Work request shall be substantially in the form of the Work request form attached as Exhibit 1, excepting: the Work request form may be revised by consent of the parties as necessary to implement this Agreement and without modification of this Agreement.

- C. Agreement to Perform. The Parties agree to work cooperatively and in good faith with one another to timely and expeditiously perform their responsibilities and obligations under this Agreement, including, but not limited to the following terms:
1. **DISCRETION TO ACCEPT OR REJECT**. Acceptance or rejection of a User's Work request in connection with each Project shall be within the sole discretion of the Contracting Party. All parties to this Agreement acknowledge and agree that the work of the Contracting Party on a Project takes priority in making the determination of whether a Work request is accepted or rejected.
 2. **TIMELINES**. Upon receipt of a User's Work request, the Contracting Party shall, within 10 regular business days, indicate acceptance or rejection of the Work request and acknowledge the User's estimated cost of the Work (if made available), and expeditiously obtain an authorized approval signatures of both the Contracting Party and the User on the Work request form (returning a signed copy to User).
 3. **COST OF WORK**. For each Project, the Contracting Party may accept the bid of the lowest responsible and responsive bidder for the Project, in accordance with the statutory processes for the Contracting Party, or may accept the change order cost for any Work under the terms of the particular Project contract governing such change orders. Both parties acknowledge and agree that it is a possibility that the cost to perform the User's Work under these circumstances may not reflect to lowest possible cost to the User. The User's sole remedy in these circumstances is to opt out of performance of the Work under this Agreement under subsection 5, in the User's sole discretion.
 4. **REIMBURSABLE WORK**. If the Contracting Party and the User agree to proceed with bidding and performance of the User's Work, they shall both document that agreement by completing a Work Order in a form required by the Contracting Party (and execute any respective, individual party's vendor and contractor agreements).
 5. **OPT OUT**
 - a. Opt Out Prior to Bid Award. Prior to an award of the bid, either party(ies) may opt out of performance of Work under this Agreement by timely notifying the other party in writing prior to the award of the bid for the Work. Timely notification requires sufficient time for the Contracting Party to procedurally facilitate the opt out of performance of Work prior to Bid Award. Opting out shall only be allowed if the Work is included as an Add-On. The User is responsible for determining, prior to bid advertisement that budgeted funds are and will be available to cover the cost of the Work included as an Add-On. Such budgeted funding amounts will be applied when determining whether or not the Work will be included as a Add-On to the bid, and thereafter if the Work will be awarded under the bid. If the bid for the Add-On is greater than such budgeted funding amounts, then the User may timely opt out. If the Work is awarded from the bid, then the Work will proceed under User's contract and be completed in accordance with such contact and change order terms.
 - b. Opt Out Prior to Approval of Change Order Under Section V.B.2. Prior to approval of a change order to add Work on a Project that is in progress, using the process set forth in Section V.B.2 of this Agreement, either party(ies) may opt out of performance of the change order under this Agreement by notifying the other party in writing prior to approval of the change order.

- c. Opt Out After to Approval of Change Order Under Section V.B.2. After award of the bid or approval of a change order for any contracted portion of the Work, a party may opt out of performance of the Work and its obligations for the Work under this Agreement only in event of Default as defined herein.
- d. Reimbursements for Opting Out. If either party opts out of performance of the Work and its obligations for the Work under this Agreement prior to the fulfillment of any of the terms stated herein, the party opting out shall reimburse and make whole the other party for all of the other party's direct and reasonably-related indirect fines, penalties, judgments, fees, costs and expense, and including but not limited to those incurred: for design, survey, engineering work, mobilization, construction engineering, contract administration and overhead, and contracted-for labor and services, incurred or accountable to date of opt out associated with the Work, as well as for non-cancelable, pending obligations, labor and materials, and redesign, re-engineering or re-estimating or re-bidding, as necessary, and any contractor or vendor claims payable, to remediate opting out of the Work. Each party agrees to timely provide the other party all Work-related documents upon final payment by the obligated party.

VI. Responsibilities of Parties.

- A. The Contracting Party is responsible to compile, publish, and award the contract and any Work as required under this Agreement for the purpose of securing a materials vendor or a contractor, or both, to complete the specified public works project(s) of the respective parties and comprehensively labeled 'the Project'. If the User does not separately execute vendor and contractor agreements for User's Work, the Contracting Party is responsible for contracting after bid award or issuance a change order for performance of the Work as required in this Agreement. The Contracting Party's bid package or change order shall include all drawings, specifications, documents, estimates, paperwork, bid forms, contract forms, and bid bonds relevant to User's Work. The User shall have the opportunity to review the above documents and make changes. The Contracting Party will exercise good faith efforts to oversee and facilitate the inclusion and application of the User's plans, specifications, preferences and documents.
- B. The User is responsible for determining, prior to award of a bid or approval of a change order for its Work, that budgeted funds are available and dedicated to cover the cost of the Work. The User is responsible to fully compensate the Contracting Party as required under this Agreement for all costs and expenses of the Work.

VII. Plans, Specifications and Bids.

- A. The Contracting Party, acting on behalf of the User, agrees to contract for performance of the User's Work, in accordance with the Plans and Specifications. The Project amendments, any Special Provisions and Plans for User's Work will be developed either by the User or by the Contracting Party, under the guidance of the User with User-provided information and documentation, as agreed to by the parties on a case-by-case, Project-by-Project basis for each Work performed by the parties under the terms of this Agreement.

- B. The requirements for construction and materials requested for Work shall be as set forth in the most current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction, as well as Project amendments, the Special Provisions, City Standards, and the Plans.
- C. The process by which the Project amendments, Special Provisions and Plans are developed shall be as follows:
The party designing the Work, as agreed to by the parties on a case-by-case, Project-by-Project basis, shall timely provide the other party an engineering design for the proposed Work. The other Party's engineering staff shall have up to three (3) weeks to review the Project design, including plans, specifications and materials, and return with redline comments to the designing party's engineering staff. The designing party shall address those comments, make change, and provide a revised design to the other party within three (3) weeks of such return. At which time, the other, receiving party shall have up to three (3) weeks to provide a final review with redline comments. The designing party shall make the final revisions and provide a final design to the other party for review and approval within three (3) weeks of this latest return. The other, receiving party will then have three (3) week to approve the final design for the Work. Project amendments and Special Provisions will be developed and submitted using the same review process and procedure. The User's engineer must provide written approvals for the final Plans, Project amendments and Special Provisions, or the design for the requested Work will not be included in the Contracting Party's bid packet, bid award or contracting. The timelines under this review process and procedure may be amended or changed by mutual written agreement of the parties.
- D. The Contracting Party will incorporate the Plans, Project amendments and Special Provisions into the Project in accordance with the User's submitted requirements. The User agrees that it is solely responsible for ensuring that all of User's submitted requirements are fully and sufficiently set forth in the adopted Plans, Project amendments and Special Provisions, and that it has provided the Contracting Party with all applicable standards, codes, regulations or any other requirements for the Project that the User is obligated to meet.
- E. The Contracting Party will include the User's Work in the bid advertisement for the Project, as set forth above. The User's Work shall be prepared as a separate Addition in the bid packet. The Contracting Party will be the User's representative during the procurement process, beginning with advertisement and through award of the bid. If the User does not separately contract and bond with the vendor or contractor for the User's requested Work, the Contracting Party will continue such representation through contract closeout. When requested by the Contracting Party, the User shall timely assist the Contracting Party in responding to bid questions and resolving any design issues related to the Work. All comments and clarifications of the User related to the bidding process must go through the Contracting Party and not directly to the prospective bidders. The Contracting Party will provide the User with written notifications of the bid price(s) no later than two (2) days after the bid opening for all Work items for which the User is responsible. The User shall

respond in writing to the Contracting Party, stating its acceptance or opt out of the Work, within two (2) working days of the written notification time deadlines under this Section VII. As above, the timelines under this subsection may be amended or changed by mutual written agreement of the parties.

- F. Should the User opt out of the Work, the Contracting Party will delete the User's requested Work from the Project. The User agrees to reimburse the Contracting Party for its engineering and legal costs, and other direct and indirect costs incurred for deleting the User's requested Work from the Project, and to timely pay such costs in accordance with the billing and payment process set forth below.

VIII. Construction, Inspection and Acceptance.

- A. If the User does not separately contract and bond with the vendor or contractor for the User's requested Work, the Contracting Party agrees to administer the Work on behalf of the User.
- B. All materials removed by the Contracting party in administering the Work shall be reclaimed or disposed of by the Contracting Party, and shall become the property of the Contracting Party or the vendor or contractor if so designated in the Project amendments or Special Provisions.
- C. If the User does not separately contract and bond with the vendor or contractor for the User's requested Work, all formal contacts between the User and the Contracting Party's vendor or contractor shall be through the Contracting Party's representatives. The parties agree to cooperate in allowing the User to have such informal contact with the vendor or contractor as may be useful in the efficient and timely completion of the Work and Project. In such instances and in the event of a disagreement arising from such contacts, the Contracting Party's determinations shall be final and binding.
- D. In administering the Work, the Contracting Party shall promptly notify the User in writing with the Work and Project is completed.
- E. Upon the request of the User, the Contracting Party in administering the Work will provide the User with inspection documentation, including but not limited to inspection reports, backfill test results, samplings, and materials and testing submittals.
- F. The Users shall, within two (2) weeks of being notified that the User's requested Work is completed, conduct any necessary walk-through or inspection of such Work and (a) deliver a written letter of acceptance to the Contracting Party, or (b) deliver to the Contracting Party a detailed, written explanation in punch list format fully addressing the reasons why the completed, requested Work does not comply with the approved Plans and Specifications. The User agrees to work diligently and in good faith with the Contracting Party to resolve any issues relating to the requested Work so as not to delay the Contracting Party's completion and closeout of the Project. If issues raised by the User are resolved, the User is obligated to immediately deliver to the Contracting Party its letter of acceptance.

- G. If the User does not respond within two (2) weeks of being notified, as provided in the above subsection, the Work and all administration thereof by the Contracting Party shall be deemed accepted by the User, and the Contracting Party shall be released from any further obligations herein and from any future claims and demands thereto.
- H. Upon completion and acceptance of the User's requested Work in the preceding subsections herein, the User agrees that is shall be solely responsible for all future construction, ownership, operation, maintenance and inspection obligations and costs of any public works or public works materials provided under the User's requested Work, without further responsibility or expense to the Contracting Party.
- I. The Contracting Party will prepare the final construction and purchasing documentation in general conformance with the Contracting Party's public works practices. This final documentation will not include or address the User's requested Work unless specifically, further requested by the User. If the User so requests, the Contracting Party will maintain one set of Plans and Specifications as an official 'as built' record, and make identifiable notations of all plan and specification revisions typically recorded per standard practice of the Contracting Party. One the User has accepted the requested Work per the preceding subsections herein, the Contracting Party upon request by the User will provide on true copy of the record to the User.

IX. Cost of Work.

- A. The User shall be responsible for the actual direct and reasonably-related indirect fines, penalties, judgments, fees, costs and expenses of the User's requested Work, and including but not limited to those incurred: for design, survey, engineering work, mobilization, construction engineering, contract administration and overhead, and contracted-for labor and services, incurred or accountable to the Work. Parties agree that the estimates and bidding on costs of the User's requested Work to be bid and performed by the Contracting Party on behalf of the User were provided to initiate the Project, and were provided for informational and process purposes only. User's total financial responsibilities may be or or less than amounts indicated in any cost estimates, and are dependent upon the actual, ultimate costs of the User's requested Work.
- B. The parties' respective contract managers designated below may adjust the scope and amount of compensation to achieve their respective performance under this Agreement, allowing for inflation, materials and labor cost and services increases or reductions, to a limitation of being equal to or less than twenty-five percent (25%) of the original Project cost (plus taxes).

X. Billing Method and Process.

- A. The User, in consideration of the requested Work to be done by the Contracting Party, agrees to pay the Contracting Party for the actual direct and reasonably-related indirect fines, penalties, judgments, fees, costs and expenses of the User's requested Work, as set

forth above. The Contracting Party shall invoice the User, providing with such invoicing sufficient documentation and information to support the invoice figures. The User agrees to pay the Contracting Party within thirty (30) calendar days following receipt of an invoice. If the User disagrees with any portion of the invoice, the User shall notify the Contracting Party of the specifics of any disagreement within two (2) weeks of receipt of the invoice. The User's notification of disagreement shall include a detailed explanation, together with supporting documentation and information. The User shall remain obligated to pay within the thirty days any and all portions of the invoice which were not expressly included within its detailed explanation of disagreement and unsupported by documentation and information. After the disagreement on any portion of the invoice is resolved, the User shall pay any remaining invoiced sums within thirty days. Billing by the Contracting Party will continue monthly until the Project is complete

B. Payments that are not satisfied by User within the applicable time periods set forth above shall be considered delinquent. Delinquent payments shall accrue interest from the date of delinquency, until paid, at a rate of one percent (1 %) interest per month, and that a charge of twenty-five dollars (\$25.00) shall be assessed as late fees for administering to payments which are delinquent or which remain delinquent.

C. Payments will be remitted to the following address:

Cowlitz County Department of Public Works
1600 – 13th Avenue S.
Kelso, WA 98626

D. Should the User fail to make a payment according to the terms of this Agreement, the Contracting Party shall have the right to terminate this Agreement, charging the User for the Contracting Party's associated costs of termination, and including: non-cancellable items, costs resulting from any delays attendant to termination and unpaid contractor and supplier charges for the User's Work, including costs referenced in the following Section.

XI. Change in Work or Cost Increases.

A. If unforeseen conditions cause the cost of the User's Work to exceed the bid amount or change order approval amount (including sales tax, engineering and other cost contingencies) by more than twenty-five percent (25 %), the Contracting Party will notify the User of such increase within five (5) working days of the date the Contracting Party is able to confirm information of a pending cost(s) increase.

B. If the Contracting Party desires to add to or change the User's Work, it shall give advance notice to the User, except as set forth in the subsection below. The User shall respond to the Contracting Party's notification as soon as practicable, but not later than five (5) working days from notice. The Contracting Party will not proceed with the addition or change to the Work unless the User approves the addition or change in writing; HOWEVER, if the User agrees to any User-approved addition or change to the Work, or the User denies the request for fails to respond—which shall be deemed a denial of the

request—the User agrees to pay all costs associated with any User-approved addition or change to Work, or to pay the additional costs of delays to both Project and User’s Work, and to pay all Contracting Party-prevailing contractor or supplier claims associated with the User’s failure to timely respond to a request(s).

- C. When the Contracting Party determines that an addition or change to the User’s Work is more immediately required to mitigate or remediate a Project emergency or a health or safety threat, the Contracting Party may authorize the addition or change without the User’s approval. The Contracting Party shall notify the User of such addition or change, and the basis of the emergency or safety threat as soon as possible and no later than 48 hours thereafter.
- D. The User may request additions or changes in writing to User’s Work. If the Contracting Party accepts the User-request, it shall provide its approval in writing to the User. The Contracting Party will then implement the requested additions or changes as change orders, as long as the change does not negatively impact the Contracting Party’s Project, and complies with the Special Provisions, Plans, Project Amendments, Standard Specifications, Project permits, and applicable Contracting Party’s policies or such laws, rules and regulations regarding such change orders, and does not negatively impact or unreasonably delay scheduled Project activities and milestones.
- E. The User agrees to pay for the increases in Project cost attributable to the elective additions and changes approved by the User, and subject to the ‘Billing Method and Process’ set forth above. The Contracting Party will make available to the User all change order documentation related to User’s Work and to increased costs.
- F. Any contractor or supplier request submitted to the Contracting Party for permission to utilize different materials or structure or specifications for the User’s Work will be immediately provided to the User for review. The User will have five (5) working days to advise the Contracting Party as to whether it accepts the different materials or structures or specifications. If no response is received by the Contracting Party from the User within that five (5) working days, the User waives its rights to object to the determination of the Contracting Party on such matters. The Contracting Party’s Project engineer will make a final, contractual determination on the User’s behalf.

XII. Franchising, Condemnation, Right of Entry and Permits.

- A. The User shall be responsible to apply for or to grant any franchise required for or associated with the User’s Work. The User shall be responsible for the actions and costs of acquiring title or sufficient interests in lands associated with User’s Work, and responsible for condemnation proceedings in acquiring interest in the lands associated with User’s Work within User’s jurisdiction. The User shall also be responsible to apply for and obtain for User’s Work, and to grant any permits required for the Project and User’s Work within User’s jurisdiction. A copy of such franchising, acquisition of interests in lands, and permitting shall be provided from the User to the Contracting Party a minimum

of forty-five (45) days prior to the bid publication date for the Project in order to include the User's Work within a bid packet.

- B. If necessary to carry out the User's Work, the User shall be responsible to secure adequate rights-of-entry for the Contracting Party, and its contractors and agents upon all privately-owned and publicly-owned (by other than the parties herein), and upon lands for which the User has a claimed property right. The rights-of-entry may provide for reasonable and ordinary entry and usage restrictions for such Work. The User will provide the Contracting Party with written documentation providing such adequate rights-of-entry within five (5) working days prior to the date of Notice to Proceed to the Contracting Party's contractor or agent. The User shall be responsible for all costs and delays attendant to its failure to timely obtain such rights-of-entry.

XIII. Administration and Contact.

- A. No separate legal entity is created under this Agreement. The Agreement represents a collaborative, multiagency public works, interlocal agreement that includes a component for collaborative funding by the Contracting Party and the User, and for coordination of the exercise of respective authority to design, prepare, and bid a public works or public works purchase, and select and award and administer a contract thereto, for purposes of timely completing the Project and the User's Work.
- B. The parties through their respective Contracting Party's Engineer and User's Engineer shall be the responsible officials for environmental reviews, and for securing or facilitating federal, state, and local permits and approval, and for securing bid approvals and contract award, and shall be designated as Contract Managers to administer and monitor the Project and Work, and shall be the contact and notice agent for their respective party under this Agreement.

XIV. Indemnification and Hold Harmless.

- A. The Contracting Party's participation in the review or approval of any of the User's plans or specifications for the Work, or the inspection of the User's Work, or any assistance provided to the User by the Contracting Party is for Contracting Party's sole benefit and shall not constitute an opinion or representation by Contracting Party as to any compliance with any law, ordinance, rule, or regulation or any adequacy for other than Contracting Party's own purposes; and such assistance, inspection, review or approval shall not create or form the basis of any liability on the part of Contracting Party or any of its officials, officers, employees, or agents for any injury, damage, or other liability resulting from, or relating to, any inadequacy, error, or omission therein or any failure to comply with applicable law, ordinance, rule, or regulation; and such assistance, inspection, review, or approval shall not relieve the User of any of its obligations under this Agreement, and contracts and their additions and change orders, and under applicable laws and regulations.
- B. Excepting failures to act or other delays which are required under this Agreement or any agreed addition or change order responsibilities of the Contracting Party under this

Agreement, the Contracting Party shall not be liable in damages for any failure to act within any time limits established by law or for any other delay to the User or User's contractors, nor shall the Contracting Party have any liability for liquidated damages for such failures to act or for such delays, and, to the maximum extent allowed by law, the User shall protect, defend, indemnify, and save harmless the Contracting Party, and its officials, officers, employees, and agents, from any and all costs, claims, demands, judgments, damages, or liability of any kind caused by, resulting from, relating to, or connected to delays. The parties agree that this Agreement is not to be construed as being or creating any joint-venture, public works between the parties.

- C. Except as provided above, and to the extent permitted by law, User shall protect, defend, indemnify, and save harmless the Contracting Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, actions, suits, judgments, damages, or liability of any kind, including injuries to persons or damages to property, that arise out of, or in any way result from, or are connected to, or are due to any acts or omissions, or intentional misconduct, of User or User's contractors, consultants, or agents including any and all claims and litigation arising out of, or resulting from, any state or federal environmental review process in any way relating to the User's Work, and including any private utility relocations required for the User's work. User's obligations under this paragraph also extend to claims asserted by third parties against the Contracting Party arising out of, or in any way resulting from SEPA compliance related to the User's portions of the Project.

The User further agrees that the Contracting Party shall have no liability to the User that in any way arises out of Contracting Party decision making processes in agreeing to go forward with the User's Work within the Project. Where such claims, suits, or actions, et al., result from the concurrent negligence of the Parties the indemnity provisions provided herein shall be valid and enforceable only to the extent of User's own negligence. In the event of any claims, demands, actions, or lawsuits, the User upon notice from the Contracting Party, shall assume all costs of defense thereof, including legal fees incurred by Contracting Party, and of all resulting judgments that may be obtained against the Contracting Party, to the extent of the User's liability. In the event that the Contracting Party incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity, acquisition or User funding provisions of this Agreement, all such fees, costs, and expenses shall be recoverable by the Contracting Party. Environmental protection and compliance, as provided elsewhere in this Agreement, and contracts and their additions and change orders, shall be in addition to the foregoing general indemnification.

- D. Except as provided above, and to the extent permitted by law, the Contracting Party shall protect, defend, indemnify, and save harmless the User and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, actions, suits, judgments, damages, or liability of any kind, including injuries to persons or damages to property, that arise out of, or in any way result from, or are connected to, or are due to any acts or omissions, or intentional misconduct, of the Contracting Party or the Contracting Party's contractors, consultants, or agents including any and all claims and litigation arising out of, or resulting from, any state or

federal environmental review process in any way relating to the Contracting Party's Project, and including any private utility relocations required for the Contracting Party's Project. The Contracting Party's obligations under this paragraph also extend to claims asserted by third parties against the User arising out of, or in any way resulting from SEPA compliance related to the Contracting Party's portions of the Project.

Where such claims, suits, or actions, et al., result from the concurrent negligence of the Parties the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Contracting Party's own negligence. In the event of any claims, demands, actions, or lawsuits, the Contracting Party upon notice from the User, shall assume all costs of defense thereof, including legal fees incurred by the User, and of all resulting judgments that may be obtained against the User, to the extent of the Contracting Party's liability. In the event that the User incurs attorneys' fees, costs, or other legal expenses to enforce the indemnity, acquisition or the Contracting Party's funding provisions of this Agreement, all such fees, costs, and expenses shall be recoverable by the User. Environmental protection and compliance, as provided elsewhere in this Agreement, and contracts and their additions and change orders, shall be in addition to the foregoing general indemnification.

- E. These indemnity and hold harmless provisions shall include any claim made against either Party by an employee, officer, contractor, subcontractor or agent of the other Party, even if the other Party is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the first Party. Both Parties specifically acknowledge that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that each party provide the other Party with the broadest scope of indemnity permitted by RCW 4.24.115.
- F. Both Parties shall be deemed independent contractors for all purposes, and the employees of each Party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other Party. Nothing in this Agreement shall make any employee of the Contracting Party an employee of the User or any employee of the User an employee of the Contracting Party for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XV. Miscellaneous Provisions.

- A. This Agreement is the full and complete understanding of the parties on the subjects covered herein. This Agreement may be modified or amended only by mutual written agreement approved by the governing bodies of the parties.
- B. Neither party will have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

- C. Subject to the foregoing subsection, the rights and obligations of the parties will inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.
- D. This Agreement will be governed by and interpreted in accordance with the laws of the State of Washington. Any action or suit brought in connection with this Agreement will be filed in Cowlitz County Superior Court.
- E. If any section of this Agreement is adjudicated to be invalid, such action will not affect the validity of any section not so adjudicated.
- F. The failure of any party to this Agreement to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option or right conferred by this Agreement, in any one or more instances will not be construed to be a waiver or relinquishment of any such option or right or of any other covenants or agreements which will remain in full force and effect.
- G. All communications regarding this Agreement will be sent to the Designated Representative of each Party at the following addresses or such other address as may be hereafter specified in writing. Any written notice hereunder will become effective upon personal service or four (4) business days after the date of mailing by registered or certified mail, and will be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

To the User's Engineer:

Dave Vorse
PO Box 370
Castle Rock, WA 98611

To the Contracting Party's Engineer:

Susan Eugenis, County Engineer
1600 13th Avenue S.
Kelso, WA 98626

- H. This Agreement is made and entered into for the sole benefit of the Contracting Party and the User. No third party will be deemed to have any rights under this Agreement, and there are no third-party beneficiaries to this Agreement.
- I. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same document. The parties additionally acknowledge and agree that this Agreement may be executed and delivered by facsimile or email. Pursuant to RCW 39.34.040, the Parties will cause a copy of this Agreement to either be filed or to be posted on their respective websites.

IN WITNESS WHEREOF, the authorized signatories of CITY and of COUNTY have caused this interlocal cooperation Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2022.

CITY OF CASTLE ROCK, WASHINGTON

COWLITZ COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

, City Manager/
City Council

Dennis P. Weber, Chairman

Arne Mortensen , Commissioner

John Jabusch , Commissioner

Dated: _____

Dated: _____

ATTEST:

Tiffany Ostreim, Clerk of Board

Approved as to form:
City Attorney for

Approved as to form:
Cowlitz County Prosecuting Attorney

, City Attorney

Douglas E. Jensen, Chief Civil Deputy

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE
CITY OF CASTLE ROCK – CLERICAL

AND

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Memorandum of Understanding (MOU) made and entered into by and between the City of Castle Rock and Chauffeurs, Teamsters and Helpers, Local Union #58 affiliated with the International Brotherhood of Teamsters, as part of the parties' 2019-2022 Collective Bargaining Agreement (CBA), as a result of recent legislation regarding the Juneteenth Holiday. The parties hereby agree to the following provision:

1. A Juneteenth Day will be added as a paid legal holiday in Article 4 – Holidays, section 4.1, in accordance with our shared values and commitment to equality and equity in public service. The parties recognize that observing Juneteenth is a way to commemorate the end of slavery in the United States, to honor all those who have paved the road to freedom, and to allow for critical reflection on the progress that must continue. The adding of the Juneteenth Holiday will result in the following CBA, Section 4.1 tracked changes:

4.1 The following shall be recognized as holidays and shall be compensated for at the time and one-half (1 ½) rate of pay if worked:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth Day</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
*Two Floating Holidays	At Employee's Choice

*The Floating Holiday shall not be paid at the time and one-half (1 ½) rate if worked.

By entering into this MOU, neither party is waiving any inherent collective bargaining rights, either now or in the future. The parties also hereby agree that this MOU should not be accorded any precedential value whatsoever in any future disputes that may arise between the parties except to enforce this MOU.

Dated this _____ day of _____, 2022.

CITY OF CASTLE ROCK

CHAUFFERS, TEAMSTERS AND
HELPERS LOCAL NO. 58

Paul Helenberg, Mayor of Castle Rock

Justin Baptista, Business Representative
Teamsters Local No. 58

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE

CITY OF CASTLE ROCK – POLICE

AND

CHAUFFEURS, TEAMSTERS AND HELPERS, LOCAL #58
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

This Memorandum of Understanding (MOU) made and entered into by and between the City of Castle Rock and Chauffeurs, Teamsters and Helpers, Local Union #58 affiliated with the International Brotherhood of Teamsters, as part of the parties' 2021-2023 Collective Bargaining Agreement (CBA), as a result of recent legislation regarding the Juneteenth Holiday. The parties hereby agree to the following provision:

1. A Juneteenth Day will be added as a paid legal holiday in Article 4 – Holidays, section 4.1, in accordance with our shared values and commitment to equality and equity in public service. The parties recognize that observing Juneteenth is a way to commemorate the end of slavery in the United States, to honor all those who have paved the road to freedom, and to allow for critical reflection on the progress that must continue. The adding of the Juneteenth Holiday will result in the following CBA, Section 4.1 tracked changes:

4.1 The following shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth Day</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve Day	December 24 th
Christmas Day	December 25 th
*Two Floating Holidays	At Employee's Choice

*The Floating Holiday shall be scheduled or used by September 1, of each year. If not scheduled and not taken by the end of the year, it is lost unless attempts were made to schedule and the Employer could not let people off, in which case it will be paid at time and one-half rate if worked, unless the Employer has failed to mutually agree to all the time off.

By entering into this MOU, neither party is waiving any inherent collective bargaining rights, either now or in the future. The parties also hereby agree that this MOU should not be accorded any precedential value whatsoever in any future disputes that may arise between the parties except to enforce this MOU.

Dated this _____ day of _____, 2022.

CITY OF CASTLE ROCK

CHAUFFERS, TEAMSTERS AND
HELPERS LOCAL NO. 58

Paul Helenberg, Mayor of Castle Rock

Justin Baptista, Business Representative
Teamsters Local No. 58

**AMENDMENT NO. 2022-01
TO
EMPLOYMENT AGREEMENT**

BY AND BETWEEN

CITY OF CASTLE ROCK

And

**CARIE CUTTONARO
CLERK-TREASURER**

Amendment No. 2022-01 – Employment Agreement

This Amendment made and entered into by and between the City of Castle Rock and Carie Cuttonaro, Clerk-Treasurer, is a result of recent legislation regarding the Juneteenth Holiday. The parties hereby agree to the following provision:

1. A Juneteenth Holiday will be added as a paid legal holiday in Section 7 – Vacation, Holidays, Floating Holidays, Sick Leave and Bereavement, Subsection Holidays & Floating Holidays, in accordance with our shared values and commitment to equality and equity in public service. The parties recognize that observing Juneteenth is a way to commemorate the end of slavery in the United States, to honor all those who have paved the road to freedom, and to allow for critical reflection on the progress that must continue. The adding of the Juneteenth Holiday will result in the following tracked changes:

Section 7 – Vacation, Holidays, Floating Holidays, Sick Leave and Bereavement

Holidays & Floating Holidays

1. The following shall be recognized as holidays:

New Year’s Day	January 1 st
Martin Luther King Jr. Day	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth Day</u>	<u>June 19th</u>
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
*Three (3) Floating Holidays	At Employee’s Choice

IN WITNESS WHEREOF, the City of Castle Rock has caused this Amendment to be signed and executed and the Employee has signed and executed this Amendment, both in duplicate.

EMPLOYER:
City of Castle Rock

EMPLOYEE:
Carie Cuttonaro

Mayor Paul Helenberg

Carie Cuttonaro

Date: _____, 2022

Date: _____, 2022

**AMENDMENT NO. 2022-01
TO
EMPLOYMENT AGREEMENT**

BY AND BETWEEN

CITY OF CASTLE ROCK

And

**DAVID VORSE
PUBLIC WORKS DIRECTOR**

Amendment No. 2022-01 – Employment Agreement

This Amendment made and entered into by and between the City of Castle Rock and David Vorse, Public Works Director, is a result of recent legislation regarding the Juneteenth Holiday. The parties hereby agree to the following provision:

1. A Juneteenth Holiday will be added as a paid legal holiday in Section 7 – Vacation, Holidays, Floating Holidays, Sick Leave and Bereavement, Subsection Holidays & Floating Holidays, in accordance with our shared values and commitment to equality and equity in public service. The parties recognize that observing Juneteenth is a way to commemorate the end of slavery in the United States, to honor all those who have paved the road to freedom, and to allow for critical reflection on the progress that must continue. The adding of the Juneteenth Holiday will result in the following tracked changes:

Section 7 – Vacation, Holidays, Floating Holidays, Sick Leave and Bereavement

Holidays & Floating Holidays

1. The following shall be recognized as holidays:

New Year’s Day	January 1 st
Martin Luther King Jr. Day	3 rd Monday in January
Presidents’ Day	3 rd Monday in February
Memorial Day	Last Monday in May
<u>Juneteenth Day</u>	<u>June 19th</u>
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Christmas Eve	December 24 th
Christmas Day	December 25 th
*Three (3) Floating Holidays	At Employee’s Choice

IN WITNESS WHEREOF, the City of Castle Rock has caused this Amendment to be signed and executed and the Employee has signed and executed this Amendment, both in duplicate.

EMPLOYER:
City of Castle Rock

EMPLOYEE:
David Vorse

Mayor Paul Helenberg

David Vorse

Date: _____, 2022

Date: _____, 2022