



CASTLE ROCK CITY COUNCIL AGENDA

Regular Meeting: Monday, April 28, 2025
7:30 PM

Location

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

AGENDA

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1. CALL TO ORDER

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

2. PROCLAMATIONS & PRESENTATIONS

3. CITIZEN COMMENTS - maximum 3 minutes

4. DEPARTMENT REPORTS

- City Attorney Frank Randolph
- Police Chief Charlie Worley
- Public Works Director Dave Vorse & Senior Operator Tyler Stone
 - 2024 Annual Drinking Water Quality Report (page 3-4)
- City Engineer Tom Gower
- Clerk-Treasurer Carie Cuttonaro
 - Expenditure, Revenue, Cash & Investments Reports (page 5-8)

5. COUNCIL AND AD HOC COMMITTEE REPORTS

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

6. PUBLIC HEARINGS

7. CONSENT AGENDA

8. OLD BUSINESS

- a. Street Tree Planting Plan for Huntington Ave S. (page 9-10)

9. NEW BUSINESS

- a. Proposal and Agreement for Municipal Legal and Support Services with Thompson, Guildner & Associates, Inc., P.S., at an hourly reimbursable rate, adjustable by 3% annually. Term of contract is indefinite, however can be terminated with 60 days written notice. (page 11-26)

b. Amended and Restated Interlocal Cooperation Agreement for Lower Columbia SWAT (Special Weapons and Tactics) and for Law Enforcement Mutual Aid between City of Longview, City of Kelso, City of Castle Rock, and Cowlitz County. (page 27-40)

10. OTHER BUSINESS

11. ADJOURNMENT

NEXT REGULAR COUNCIL MEETINGS:

<u>2Q25</u>	<u>3Q25</u>	<u>4Q25</u>	<u>1Q26</u>
April 14	July 14	October 13	January 12
April 28	July 28	October 27	January 26
May 12	August 11	November 10	February 09
Tuesday, May 27	August 25	November 24	February 23
June 09	September 08	December 08	March 09
June 23	September 22	December 22	March 23

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.

Annual Drinking Water Quality Report 2024

Castle Rock Water System

CASTLE ROCK, WASHINGTON – PUBLIC WATER SYSTEM #11800

We are pleased to present to you the **2024** Annual Quality Water Report in accordance with EPA regulations. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our primary water source is ***the Cowlitz River. Additionally, there are 4 seasonal and 2 emergency deep water wells.*** Because we use both surface water and ground water our susceptibility rating is ranked ‘high.’ We have completed a source water assessment that provides more information such as potential sources of contamination, which is available from our office.

I am pleased to report that our drinking water is safe and meets Federal and State requirements.

If you have any questions about this report or concerning your water utility, please contact **David Vorse, Public Works Director, at Castle Rock Public Works Department, (360) 274-7478.** We want our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled City Council meetings. They are held on **the second and fourth Monday of each month at 7:30 p.m. in the Castle Rock Senior Center, located at 141 A Street SW in Castle Rock, WA.**

The Castle Rock Water System routinely monitors for analytes in your drinking water according to Federal and State laws. The following table shows the results of our monitoring for the period of January 1st to December 31st, **2024.** All drinking water, including bottled drinking water, may be reasonably expected to contain at least small amounts of some analytes. It is important to remember that the presence of these analytes does not necessarily pose a health risk.

In the table below you will find many terms and acronyms you might not be familiar with. To help you better understand these terms we have provided the following definitions: (*Analyte* – A substance being identified and measured in a chemical analysis.)

Important Drinking Water Terminology

mg/L	number of milligrams of substance in one liter of water
ppm	parts per million, or milligrams per liter (corresponds to one penny in \$10,000)
ppb	parts per billion, or micrograms per liter (corresponds to one penny in \$10,000,000)
MCLG	Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
MCL	Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close as feasible using the best available treatment technology.
TT	Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.
AL	Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which water systems must follow.
MRDLG	Maximum Residual Disinfectant Level Goal: The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MRDL	Maximum Residual Disinfectant Level: The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
NTU	Nephelometric turbidity unit is a measure of the clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person. It is monitored because it is a good indicator of water quality and assists in the effectiveness of the water filtration system.
NA	not applicable
ND	not detected
NR	monitoring not required, but recommended

Additional information for Lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Castle Rock is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or online at <http://water.epa.gov/drink/info/lead/index.cfm>.

Additional information for Arsenic: Your drinking water currently meets EPA's revised drinking water standard for arsenic. However, it does contain low levels of arsenic in the City of Castle Rock seasonal wells, which produces 25.6% of the total water production for the city. There is a small chance that some people who drink water containing low levels of arsenic for many years could develop circulatory disease, cancer, or other health problems. Most types of cancer and circulatory diseases are due to factors other than exposure to arsenic. EPA's standard balances the current understanding of arsenic's health effects against the costs of removing arsenic from drinking water.

Additional information for Fluoride: Fluoride is added to the drinking water to assist in dental hygiene. A level of .5 ppm - .9 ppm is necessary to be effective.

Information regarding Per- and Poly-fluororoalkyl Substances (PFAS): PFAS are a group of long-lasting chemicals that have been used since the 1940’s that are used mainly to repel oil, grease, water, and heat. Scientists are still studying how PFAS affect people’s health. Much of what we know comes from toxicity testing in laboratory animals. The City of Castle Rock has tested for these contaminants in the seasonal wells and the surface water treatment plant with concluding results of non-detect (ND).

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

All drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency’s Safe Drinking Water Hotline at 1-800-426-4791.

We at the City of Castle Rock work around the clock to provide top quality water to every tap. We ask that all our customers help us protect our water sources, which are the heart of our community, our way of life and our children’s future. Please call our office if you have questions. This notice has been provided to property owners and tenants supplied with potable water from the Castle Rock Distribution System. The City of Castle Rock is an equal opportunity provider.

2024 TEST RESULTS							
Analytes	Violation Yes/No	Level Detected	Unit Measure	MCLG	MCL	Likely Source of Contamination	Possible Health Effects
Turbidity	No	High 0.09 Avg 0.03 < 0.3/100%	NTU	No Goal Listed	TT= 1 NTU TT= < 0.3/95%	Soil runoff	Turbidity can interfere with disinfection and provide a medium for microbial growth. Turbidity may indicate the presence of disease-causing organisms.
Fluoride	No	0.3 – 0.9 Avg 0.6	ppm	4	4	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories	Some people who drink water containing fluoride in excess of the MCL over many years could get bone disease, including pain and tenderness of the bones. Fluoride in drinking water at half the MCL or more may cause mottling of children's teeth, usually in children less than nine years old. Mottling, also known as dental fluorosis, may include brown staining and/or pitting of the teeth, and occurs only in developing teeth before they erupt from the gums.
Nitrate (as Nitrogen)	No	< 0.10 – 1.93 Seasonal wells and surface water plant	ppm	10	10	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits	Infants below the age of six months with exposure in excess of the MCL could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue-baby syndrome.
TTHMs -Total Trihalomethanes	No	5.1 – 25.9 25.9*	ppb	NA	80	Byproduct of drinking water chlorination	Exposure above the MCL over many years has the potential to cause liver, kidney or central nervous system problems and may increase the risk of cancer.
HAA5s – Haloacetic Acids	No	1.10 – 24.8 24.8*	ppb	NA	60	Byproduct of drinking water disinfection	Exposure above the MCL over many years may increase the risk of cancer.
Lead	No	0 of 22 samples > 0.015 0.006* (90%)	ppm	.015	TT = AL AL is 10% > 0.015	Corrosion of household plumbing systems; Erosion of natural deposits	Infants and children with exposure in excess of the AL could have delays in physical or mental development. Adults with exposure above the MCL over many years could develop kidney problems or high blood pressure.
Copper	No	0 of 22 samples > 1.3 in 1.01* (90%)	ppm	1.3	TT = AL AL is 10% > 1.3	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives	Exposure in excess of the AL over many years could suffer liver or kidney damage. People with Wilson’s Disease should consult a doctor. Short term exposure can cause gastrointestinal distress
Arsenic	No	< 1.0 < 1.0* Surface water	ppb	0	10	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes	Some people who drink water containing arsenic in excess of the MCL over many years could experience skin damage or problems with their circulatory system, and may have an increased risk of getting cancer.

*Highest average at any one location

As you can see by the table, our system had no violations. We are proud that your drinking water meets or exceeds all Federal and State requirements. In addition to the few detections, we have reported here, we also monitored and conducted tests on more than 2,633 samples for more than 342 analytes and parameters in 2024, many of which had no detections. **The EPA has determined that your water IS SAFE at these levels.**

2025 RATES	CITY OF CASTLE ROCK’S WATER USE EFFICIENCY PLAN
WATER \$45.20 base fee + \$0.0591 per 1 cubic foot 1 cubic foot = 7.48 gallons	Goal: To reduce the city’s water loss by 2% annually so that by 2028 the water loss is at 10% or less. To accomplish this goal, the City will take the following actions:
	Install new meter software to more efficiently track flows and leaks by 2019 (completed); and
	Continue to replace all water mains that were installed prior to 1970 to assist with reducing water loss due to leaks by 2028; and
	To continue to replace leaky service lines by 2024; and
	Conduct system wide leak audit by 2018 (completed) and then again in 2024 (completed) to track water loss.
SEWER \$39.00 base fee + \$0.1023 per 1 cubic foot 1 cubic foot = 7.48 gallons	2024 water loss was 10.2%
	Goal: To reduce the average consumption per capita by 1 gallon per day so that the average daily consumption per capita is 104 gallons by 2024 (completed).
	NEW Goal: Reduce to less than 100 gallons/day/capita. The City will take the following action to accomplish this goal:
	Provide education information to users twice per year starting 2025; and
	Use water efficient flower baskets for all hanging flower baskets by 2019 (completed); and
	Develop education on rainwater reclamation program by 2022; and
	Develop and initiate a school outreach program on water conservation by 2024.

2025 Expenditures

<u>Fund</u>	<u>Sub</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Expended</u>
General									
	Legislative	010 0 010	7,310.07	5,959.47	6,670.09	19,939.63	87,158.00	67,218.37	22.88%
	Municipal	010 0 020	9,012.76	4,444.58	9,591.98	23,049.32	95,510.00	72,460.68	24.13%
	Financial	010 0 030	20,019.85	11,837.31	12,018.13	43,875.29	165,355.00	121,479.71	26.53%
	Law Enforcement	010 0 040	212,753.20	75,339.50	110,745.90	398,838.60	1,335,759.00	936,920.40	29.86%
	Parks	010 0 060	4,223.17	449.58	125.84	4,798.59	23,863.00	19,064.41	20.11%
	Building/Planning	010 0 070	15,841.22	11,569.55	32,109.44	59,520.21	150,030.00	90,509.79	39.67%
	Non-Departmental	010 0 099	35,248.67	13,216.31	234,363.18	282,828.16	480,423.00	197,594.84	58.87%
General Total		010	304,408.94	122,816.30	405,624.56	832,849.80	2,338,098.00	1,505,248.20	35.62%
Streets		100	17,328.39	21,781.84	33,492.81	72,603.04	326,053.00	253,449.96	22.27%
Building Code		115	2,476.37	2,000.91	3,841.89	8,319.17	48,590.00	40,270.83	17.12%
Visitor Center		120	2,365.12	634.41	597.81	3,597.34	20,689.00	17,091.66	17.39%
Library		130	8,057.56	1,288.47	650.75	9,996.78	17,090.00	7,093.22	58.49%
Criminal Justice		140	-	-	-	-	1,667.00	1,667.00	0.00%
Local Criminal Justice		145	5,486.00	13,430.45	119.19	19,035.64	76,300.00	57,264.36	24.95%
Accumulative Reserve		150	-	-	-	-	-	-	0.00%
CDBG Grant/Home Rehab Proj		160	-	-	-	-	1,000.00	1,000.00	0.00%
DOT Spoils Site		170	7,294.75	10,086.39	2,699.92	20,081.06	126,645.00	106,563.94	15.86%
Public Works Vehicle Replacement		180	-	-	-	-	45,000.00	45,000.00	0.00%
Police Vehicle Replacement		185	-	-	-	-	-	-	0.00%
Drug Enforcement		190	-	-	-	-	-	-	0.00%
Low Income Housing		195	-	-	-	-	-	-	0.00%
Swimming Pool Construction		300	-	-	-	-	-	-	0.00%
REET Construction		310	-	-	-	-	93,600.00	93,600.00	0.00%
Street Construction		320	-	7,599.80	18,559.20	26,159.00	3,790,464.00	3,764,305.00	0.69%
Water/Sewer Operating		400	217,698.48	154,624.16	301,639.27	673,961.91	2,235,472.00	1,561,510.09	30.15%
Regional Water System		410	72,160.83	32,044.14	87,595.36	191,800.33	710,186.00	518,385.67	27.01%
Stormwater Management		420	17,636.77	13,376.07	19,170.94	50,183.78	197,139.00	146,955.22	25.46%
Stormwater Capital		425	-	-	-	-	256,500.00	256,500.00	0.00%
Regional Water Capital		430	18.38	525.00	-	543.38	135,225.00	134,681.62	0.40%
Muni Water Capital Improvement		435	55,802.02	105,429.10	203,230.80	364,461.92	1,618,200.00	1,253,738.08	22.52%
Water Bond Reserve		440	-	-	-	-	-	-	0.00%
Sewer Bond Reserve		450	-	-	-	-	-	-	0.00%
Sewer Loan Reserve Fund		460	-	-	-	-	-	-	0.00%
Short Lived Asset Reserve Fund		463	-	-	-	-	-	-	0.00%
Emerg Repair/Replace Res Fund		465	-	-	-	-	-	-	0.00%
Muni Sewer Cap Impr Reserve		470	-	-	1,404.08	1,404.08	118,100.00	116,695.92	1.19%
Boat Launch Facility		475	4,817.52	7,225.03	4,079.49	16,122.04	46,389.00	30,266.96	34.75%
Utility Deposit		631	320.00	283.76	411.60	1,015.36	12,000.00	10,984.64	8.46%
Transportation Benefit District		632	4,837.00	32,000.00	-	36,837.00	279,147.00	242,310.00	13.20%
TBD Capital Project		633	-	-	-	-	-	-	0.00%
State Custodial Pass-Thru Fund		634	903.07	833.20	1,184.31	2,920.58	24,980.00	22,059.42	11.69%
	Totals		721,611.20	525,979.03	1,084,301.98	2,331,892.21	12,518,534.00	10,186,641.79	18.63%
			721,611.20	525,979.03	1,084,301.98	2,331,892.21	12,518,534.00	10,186,641.79	
Balance Check s/b -0-			-	-	0.00	-	-	-	

2025 Revenue

<u>Fund</u>	<u>#</u>	<u>January</u>	<u>February</u>	<u>March</u>	<u>Total</u>	<u>Budget</u>	<u>Remaining</u>	<u>% Received</u>
General	010	159,050.72	123,861.34	189,789.03	472,701.09	2,128,098.00	1,655,396.91	22.21%
Streets	100	3,438.32	3,141.66	127,324.54	133,904.52	314,860.00	180,955.48	42.53%
Building Code	115	4,352.49	301.48	1,306.54	5,960.51	55,000.00	49,039.49	10.84%
Visitor Center	120	1,598.87	835.27	825.44	3,259.58	17,000.00	13,740.42	19.17%
Library	130	693.75	380.36	508.42	1,582.53	2,450.00	867.47	64.59%
Criminal Justice	140	1,201.30	109.30	117.87	1,428.47	4,451.00	3,022.53	32.09%
Local Criminal Justice	145	5,307.37	6,315.24	5,078.24	16,700.85	58,000.00	41,299.15	28.79%
Accumulative Reserve	150	51.56	49.90	56.38	157.84	-	(157.84)	0.00%
CDBG Grant/Home Rehab Proj	160	532.85	520.38	561.19	1,614.42	-	(1,614.42)	0.00%
DOT Spoils Site	170	180.13	356.54	10,079.44	10,616.11	93,000.00	82,383.89	11.42%
Public Works Vehicle Replacement	180	-	-	45,115.32	45,115.32	45,000.00	(115.32)	100.26%
Police Vehicle Replacement	185	78.58	76.03	10,107.63	10,262.24	10,000.00	(262.24)	102.62%
Drug Enforcement	190	7.37	7.13	7.69	22.19	200.00	177.81	11.10%
Low Income Housing	195	169.43	3,166.33	304.94	3,640.70	3,000.00	(640.70)	121.36%
Swimming Pool Construction	300	424.81	413.46	448.44	1,286.71	-	(1,286.71)	0.00%
REET Capital Fund	310	2,619.38	228.11	233.19	3,080.68	30,000.00	26,919.32	10.27%
Street Construction	320	-	4.75	30,000.00	30,004.75	3,790,464.00	3,760,459.25	0.79%
Water/Sewer Operating	400	163,565.54	179,772.88	168,735.44	512,073.86	2,141,669.00	1,629,595.14	23.91%
Regional Water System	410	30,267.45	88,046.32	62,667.98	180,981.75	710,186.00	529,204.25	25.48%
Stormwater Management	420	13,576.23	13,915.37	14,248.10	41,739.70	174,900.00	133,160.30	23.86%
Stormwater Capital	425	61.39	26.14	105.06	192.59	238,500.00	238,307.41	0.08%
Regional Water Capital	430	3,326.58	327.92	39,726.00	43,380.50	43,225.00	(155.50)	100.36%
Muni Water Capital Improvement	435	2,828.78	2,350.03	92,119.59	97,298.40	107,500.00	10,201.60	90.51%
Water Bond Reserve	440	540.22	527.50	568.88	1,636.60	-	(1,636.60)	0.00%
Sewer Bond Reserve	450	837.34	817.40	884.07	2,538.81	-	(2,538.81)	0.00%
Sewer Loan Reserve Fund	460	51.56	49.90	53.81	155.27	-	(155.27)	0.00%
Short Lived Asset Reserve Fund	463	122.77	118.81	130.69	372.27	-	(372.27)	0.00%
Muni Sewer Cap Impr Reserve	470	248.00	216.23	50,361.31	50,825.54	52,500.00	1,674.46	96.81%
Boat Launch Facility	475	850.68	402.92	1,039.31	2,292.91	11,600.00	9,307.09	19.77%
Utility Deposit	631	446.27	761.97	827.81	2,036.05	12,000.00	9,963.95	16.97%
Transportation Benefit District	632	13,288.45	15,391.54	15,069.28	43,749.27	150,285.00	106,535.73	29.11%
State Custodial Pass-Through Fund	634	606.07	893.20	1,238.31	2,737.58	24,980.00	22,242.42	10.96%
Totals		410,324.26	443,385.41	869,639.94	1,723,349.61	10,218,868.00	8,495,518.39	16.86%
Balance Check		410,324.26	443,385.41	869,639.94	1,723,349.61	10,218,868.00	8,495,518.39	
s/b -0-		-	-	-	-	-	-	

2025 Expense/Revenue Comparison

Expenses					Revenue								
Fund	#	Actuals	Budget	% Expended	Actuals	Budget	% Received	Budget Revenue Less	% of Budget	Actual Revenue Less	% of Actual	Revenue	Expended
								Actual Expenses	Expended	Actual Expenses	Expended		
General Total	010	832,849.80	2,338,098.00	35.62%	472,701.09	2,128,098.00	22.21%	1,295,248.20	39.14%	(360,148.71)	176.19%		
Streets	100	72,603.04	326,053.00	22.27%	133,904.52	314,860.00	42.53%	242,256.96	23.06%	61,301.48	54.22%		
Building Code	115	8,319.17	48,590.00	17.12%	5,960.51	55,000.00	10.84%	46,680.83	15.13%	(2,358.66)	139.57%		
Visitor Center	120	3,597.34	20,689.00	17.39%	3,259.58	17,000.00	19.17%	13,402.66	21.16%	(337.76)	110.36%		
Library	130	9,996.78	17,090.00	58.49%	1,582.53	2,450.00	64.59%	(7,546.78)	408.03%	(8,414.25)	631.70%		
Criminal Justice	140	-	1,667.00	0.00%	1,428.47	4,451.00	32.09%	4,451.00	0.00%	1,428.47	0.00%		
Local Criminal Justice	145	19,035.64	76,300.00	24.95%	16,700.85	58,000.00	28.79%	38,964.36	32.82%	(2,334.79)	113.98%		
Accumulative Reserve	150	-	-		157.84	-		-		157.84	0.00%		
CDBG Grant/Home Rehab Proj	160	-	1,000.00	0.00%	1,614.42	-		-		1,614.42	0.00%		
DOT Spoils Site	170	20,081.06	126,645.00	15.86%	10,616.11	93,000.00	11.42%	72,918.94	21.59%	(9,464.95)	189.16%		
Public Works Vehicle Replacement	180	-	45,000.00	0.00%	45,115.32	45,000.00	100.26%	45,000.00	0.00%	45,115.32	0.00%		
Police Vehicle Replacement	185	-	-		10,262.24	10,000.00	102.62%	10,000.00	0.00%	10,262.24	0.00%		
Drug Enforcement	190	-	-		22.19	200.00	11.10%	200.00	0.00%	22.19	0.00%		
Low Income Housing	195	-	-		3,640.70	3,000.00	121.36%	3,000.00	0.00%	3,640.70	0.00%		
Swimming Pool Construction	300	-	-		1,286.71	-		-		1,286.71	0.00%		
REET Construction	310	-	93,600.00	0.00%	3,080.68	30,000.00	10.27%	30,000.00	0.00%	3,080.68	0.00%		
Street Construction	320	26,159.00	3,790,464.00	0.69%	30,004.75	3,790,464.00	0.79%	3,764,305.00	0.69%	3,845.75	87.18%		
Water/Sewer Operating	400	673,961.91	2,235,472.00	30.15%	512,073.86	2,141,669.00	23.91%	1,467,707.09	31.47%	(161,888.05)	131.61%		
Regional Water System	410	191,800.33	710,186.00	27.01%	180,981.75	710,186.00	25.48%	518,385.67	27.01%	(10,818.58)	105.98%		
Stormwater Management	420	50,183.78	197,139.00	25.46%	41,739.70	174,900.00	23.86%	124,716.22	28.69%	(8,444.08)	120.23%		
Stormwater Capital	425	-	256,500.00	0.00%	192.59	238,500.00	0.08%	238,500.00	0.00%	192.59	0.00%		
Regional Water Capital	430	543.38	135,225.00	0.40%	43,380.50	43,225.00	100.36%	42,681.62	1.26%	42,837.12	1.25%		
Muni Water Capital Improvement	435	364,461.92	1,618,200.00	22.52%	97,298.40	107,500.00	90.51%	(256,961.92)	339.03%	(267,163.52)	374.58%		
Water Bond Reserve	440	-	-		1,636.60	-		-		1,636.60	0.00%		
Sewer Bond Reserve	450	-	-		2,538.81	-		-		2,538.81	0.00%		
Sewer Loan Reserve Fund	460	-	-		155.27	-		-		155.27	0.00%		
Short Lived Asset Reserve Fund	463	-	-		372.27	-		-		372.27	0.00%		
Muni Sewer Cap Impr Reserve	470	1,404.08	118,100.00	1.19%	50,825.54	52,500.00	96.81%	51,095.92	2.67%	49,421.46	2.76%		
Boat Launch Facility	475	16,122.04	46,389.00	34.75%	2,292.91	11,600.00	19.77%	(4,522.04)	138.98%	(13,829.13)	703.13%		
Utility Deposit	631	1,015.36	12,000.00	8.46%	2,036.05	12,000.00	16.97%	10,984.64	8.46%	1,020.69	49.87%		
Transportation Benefit District	632	36,837.00	279,147.00	13.20%	43,749.27	150,285.00	29.11%	113,448.00	24.51%	6,912.27	84.20%		
State Custodial Pass-Thru Fund	634	2,920.58	24,980.00	11.69%	2,737.58	24,980.00	10.96%	22,059.42	11.69%	(183.00)	106.68%		
		2,331,892.21	12,518,534.00	18.63%	1,723,349.61	10,218,868.00	16.86%	7,886,975.79	22.82%	(608,542.60)	135.31%		
Balance Check s/b -0-		2,331,892.21	12,518,534.00		1,723,349.61	10,218,868.00		7,886,975.79		(608,542.60)			
0		-	-		-	-		-		-			

Cash and Investment Activity

Period: 2025 - Mar
Period Totals

Fund		Cash Balance				Investments					Total
		Beginning	Activity In Out	Ending	Beginning	Acquired	Activity Interest Liquidated	Ending	Ending Balance		
010	General Fund	(\$57,336.55)	\$674,420.63	\$405,624.56	\$211,459.52	\$897,813.64	\$0.00	\$1,560.57	\$486,192.17	\$413,182.04	\$624,641.56
011	Petty Cash/Change Fund	\$760.00	\$0.00	\$0.00	\$760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$760.00
100	Street Fund	(\$14,685.69)	\$127,073.41	\$99,730.81	\$12,656.91	\$0.00	\$66,238.00	\$251.13	\$0.00	\$66,489.13	\$79,146.04
115	Building Code Account Fund	\$25,690.09	\$4,076.52	\$3,841.89	\$25,924.72	\$62,474.48	\$0.00	\$225.50	\$2,995.48	\$59,704.50	\$85,629.22
120	Visitor Center Fund	\$5,523.58	\$1,225.28	\$597.81	\$6,151.05	\$11,933.40	\$0.00	\$43.56	\$443.40	\$11,533.56	\$17,684.61
130	Library Fund	(\$294.81)	\$3,457.81	\$650.75	\$2,512.25	\$7,019.76	\$0.00	\$15.37	\$2,964.76	\$4,070.37	\$6,582.62
140	Criminal Justice Fund	\$14,189.20	\$1,199.30	\$0.00	\$15,388.50	\$32,290.30	\$0.00	\$117.87	\$1,199.30	\$31,208.87	\$46,597.37
145	Local Criminal Justice Fund	\$39,174.87	\$13,398.84	\$119.19	\$52,454.52	\$106,698.17	\$0.00	\$371.57	\$8,692.17	\$98,377.57	\$150,832.09
150	Accumulative Reserve Fund	\$7,299.57	\$0.00	\$129.10	\$7,170.47	\$14,740.90	\$129.10	\$56.38	\$0.00	\$14,926.38	\$22,096.85
160	CDBG Grant/Home Rehab Project	\$66,182.44	\$5,708.38	\$0.00	\$71,890.82	\$153,730.38	\$0.00	\$561.19	\$5,708.38	\$148,583.19	\$220,474.01
170	DOT Spoil Site Fund	(\$2,389.61)	\$12,913.79	\$2,699.92	\$7,824.26	\$23,866.79	\$0.00	\$79.44	\$2,913.79	\$21,032.44	\$28,856.70
180	Public Works Vehicle Replacement	\$846.53	\$45,000.00	\$30,416.00	\$15,430.53	\$0.00	\$30,416.00	\$115.32	\$0.00	\$30,531.32	\$45,961.85
185	Police Vehicle Replacement Fund	\$10,081.71	\$10,000.00	\$5,924.97	\$14,156.74	\$22,463.03	\$5,924.97	\$107.63	\$0.00	\$28,495.63	\$42,652.37
190	Drug Enforcement Fund	\$1,316.07	\$78.13	\$0.00	\$1,394.20	\$2,106.13	\$0.00	\$7.69	\$78.13	\$2,035.69	\$3,429.89
195	Low Income Housing Fund	\$24,432.62	\$0.00	\$31,294.67	(\$6,862.05)	\$49,137.33	\$31,294.67	\$304.94	\$0.00	\$80,736.94	\$73,874.89
300	Swimming Pool Const Fund, 1987	\$53,074.14	\$3,858.46	\$0.00	\$56,932.60	\$122,141.46	\$0.00	\$448.44	\$3,858.46	\$118,731.44	\$175,664.04
310	REET Capital Fund	\$23,916.37	\$5,881.11	\$0.00	\$29,797.48	\$67,388.11	\$0.00	\$233.19	\$5,881.11	\$61,740.19	\$91,537.67
320	Street Construction Capital Fund	(\$6,935.65)	\$31,403.75	\$18,559.20	\$5,908.90	\$1,403.75	\$0.00	\$0.00	\$1,403.75	\$0.00	\$5,908.90
400	Water/Sewer Operating Fund	\$311,547.57	\$210,833.00	\$301,639.27	\$220,741.30	\$690,029.77	\$0.00	\$2,447.21	\$44,544.77	\$647,932.21	\$868,673.51
410	Regional Water System Fund	\$238,758.30	\$75,273.19	\$87,595.36	\$226,436.13	\$437,323.35	\$0.00	\$1,604.14	\$14,209.35	\$424,718.14	\$651,154.27
420	Stormwater Management Fund	\$13,177.33	\$14,191.72	\$19,300.04	\$8,069.01	\$14,740.90	\$129.10	\$56.38	\$0.00	\$14,926.38	\$22,995.39
425	Stormwater Capital Reserve Fund	\$33,389.77	\$0.00	\$19,990.86	\$13,398.91	\$7,721.14	\$19,990.86	\$105.06	\$0.00	\$27,817.06	\$41,215.97
430	Regional Water Capital Improvement	\$41,328.54	\$39,275.00	\$22,087.08	\$58,516.46	\$96,870.92	\$22,087.08	\$451.00	\$0.00	\$119,409.00	\$177,925.46
435	Muni Water Capital Improvement	\$612,228.91	\$88,550.00	\$450,517.77	\$250,261.14	\$694,242.03	\$247,286.97	\$3,569.59	\$0.00	\$945,098.59	\$1,195,359.73
440	Water Bond Reserve Fund	\$67,128.01	\$5,785.50	\$0.00	\$72,913.51	\$155,835.50	\$0.00	\$568.88	\$5,785.50	\$150,618.88	\$223,532.39
450	Sewer Bond Reserve Fund	\$103,530.96	\$8,289.40	\$0.00	\$111,820.36	\$241,475.40	\$0.00	\$884.07	\$8,289.40	\$234,070.07	\$345,890.43
460	Sewer Loan Reserve Fund	\$6,875.62	\$546.90	\$0.00	\$7,422.52	\$14,740.90	\$0.00	\$53.81	\$546.90	\$14,247.81	\$21,670.33
463	Short Lived Asset Reserve Fund	\$15,941.68	\$626.81	\$0.00	\$16,568.49	\$35,097.81	\$0.00	\$130.69	\$626.81	\$34,601.69	\$51,170.18
470	Muni Sewer Capital Imprv Reserve	\$27,836.96	\$50,000.00	\$32,827.85	\$45,009.11	\$63,878.23	\$31,423.77	\$361.31	\$0.00	\$95,663.31	\$140,672.42
475	Boat Launch Facility Fund	\$3,745.78	\$7,341.92	\$4,084.49	\$7,003.21	\$25,972.92	\$0.00	\$74.31	\$6,371.92	\$19,675.31	\$26,678.52
631	Utility Deposit Fund	\$25,909.60	\$2,504.97	\$91.60	\$28,322.97	\$59,666.97	\$0.00	\$217.81	\$2,214.97	\$57,669.81	\$85,992.78
632	Transportation Benefit District Fund	\$157,717.63	\$15,069.28	\$0.00	\$172,786.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$172,786.91
633	TBD Capital Project Fund	\$3,456.17	\$0.00	\$0.00	\$3,456.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,456.17
634	State Custodial Pass-Thru Fund	\$1,426.07	\$1,238.31	\$1,184.31	\$1,480.07	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,480.07
		\$1,854,843.78	\$1,459,221.41	\$1,538,907.50	\$1,775,157.69	\$4,112,803.47	\$454,920.52	\$15,024.05	\$604,920.52	\$3,977,827.52	\$5,752,985.21

Plants and Trees for Huntington Landscape Renovation – 2025

6- 5/6 foot, or 6/7 foot single stem Mt Hemlock



6 – 1 3/4 to 2 “ caliper Armstrong or Bowhall Red Maple



6 – 1 3/4” to 2” caliper Copper Rocket® Paperbark Maple, Afterburner Black Gum (Tupelo)





15 to 20 – 5G Nandina Burgundy Wine



10 – 2.3G PW BoBo Hydrangea



5 PW Gold Splash Euonymus



**THOMPSON ♦ GUILDNER
& ASSOCIATES INC. P.S.**
110 Cedar Ave, Ste 102
Snohomish, WA 98290
360.568.3119
www.trustedguidancelaw.com

April 22, 2025

Carie Cuttonaro
Clerk-Treasurer
City of Castle Rock
PO Box 370 / 141 A Street SW
Castle Rock, WA 98611

Via email to ccuttonaro@ci.castle-rock.wa.us

PROPOSAL FOR **CITY ATTORNEY SERVICES**

Thompson, Guildner & Associates, Inc., P.S. has been in the business of providing legal services to municipalities, ports, fire districts, utility districts, and other special purpose districts for over 50 years. Many of our current and former municipal clients have functional similarities to the City of Castle Rock. Our attorneys bring a wealth of experience in the field of municipal law and are well qualified to provide City Attorney services to the City of Castle Rock. We are a women-owned firm with five attorneys, a licensed legal intern, a legal investigator, and three support staff members. Our office is located in Snohomish, and several of our attorneys and staff work hybrid or remotely.

Our proposal includes the following documents: Attorneys & Staff, Qualifications & Experience, Services Provided, Pricing, and References.

For the purposes of this submittal, please contact Managing Partner Nikki Thompson as follows:

Nikki Thompson, Managing Partner
Thompson, Guildner & Associates, Inc., P.S.
110 Cedar Ave, Suite 102
Snohomish, WA 98290
(360) 568-3119 phone & fax
nikkit@trustedguidancelaw.com

ATTORNEYS & STAFF

Attorney Team:

Nikki Thompson, Managing Partner,
primary assigned attorney
Emily Guildner, Managing Partner
Thom Graafstra, Of Counsel
Erin Lewis, Senior Associate
Benjamin Goodwin, Associate

Support Staff Team:

Dan Curtis, Licensed Legal Intern
Lisa Powers, Legal Investigator
Karen LeClaire, Paralegal/Billing Specialist
Mara Powers, APR 6 Law Clerk
Lisa Felix, Business Development Coordinator

Thompson, Guildner & Associates, Inc., P.S. provides legal services as a team. Each member is capable and ready to provide quality legal assistance. We assign a primary attorney for purposes of Council Meeting attendance and client communication.

The primary attorney assigned to the City of Castle Rock will be Managing Partner Nikki Thompson. Nikki has broad experience in all areas of municipal law and public entity law – including contract review, ordinance drafting, labor relations and personnel issues, public works bidding and purchasing, real estate transactions, open public meetings and public records, code enforcement, and land use matters. Nikki serves as the City Attorney for the cities of Sedro-Woolley and Stanwood, and Town Attorney for the towns of Darrington and Coupeville. She shares responsibility for the representation of the cities of Carnation and Leavenworth. Nikki provides labor and personnel legal support to six of the Firm's public clients. She also assists private and corporate clients in land use, boundary disputes, and real estate lawsuits. Nikki represents municipalities in pending litigation and assists municipalities in the implementation of risk management best practices.

Managing Partner Emily Guildner currently serves as the City Attorney for the cities of Snohomish, North Bonneville, and Woodland, and shares responsibility for the representation of the cities of Carnation, Granite Falls, and Leavenworth. Emily's practice focuses on assisting municipal clients with various matters including complex public records requests, contract review, First Amendment issues, code enforcement, and litigation. She also helps private and corporate clients in matters related to real estate, land use, and contract disputes.

Of Counsel Thom Graafstra is one of the former Partners of *Weed, Graafstra & Associates, Inc., P.S.*, now *Thompson, Guildner & Associates, Inc., P.S.* Thom's practice focuses on all areas of municipal law – including land use, open public meetings, public records, and tort and litigation defense. Thom also represents private clients in real estate and commercial matters. Thom currently serves as City Attorney for the cities of Leavenworth and Granite Falls. He has done many large projects over his career, including twice serving as Counsel for the City of Everett Charter Review Commission.

Senior Associate Erin Lewis started her career as a prosecutor, during which time she handled juvenile court matters, felony matters, therapeutic courts, paternity establishment, child support actions, and civil commitments. Erin's practice at our Firm focuses on contract review, land use, code enforcement, estate planning and probate, and complex public records requests. Erin works closely with city code enforcement officers and handles appearances before hearing examiners for dangerous dog appeals, code enforcement appeals, and more.

Associate Benjamin Goodwin served two terms on the Lynnwood City Council, including three years as Council Vice President, and three years as Council President. During his tenure with Lynnwood City Council, he served as Vice Chair on the Lynnwood Homelessness Task Force as well as Council liaison to the DEI Board, and as liaison to the Parks and Recreation Board. He also served on the South County Fire Board of Commissioners as Vice Chair and the Snohomish County Health District. After the conclusion of his tenure on the Lynnwood City Council, Benjamin served on the Lynnwood Ethics Board. Benjamin was awarded the Certificate of Municipal Leadership from the Association of Washington Cities in 2019. Prior to practicing law, Benjamin worked as an organizational change management practitioner and trainer. During his time at the Seattle University School of Law, Benjamin participated in the Community and Business Development Clinic, where he advised small businesses on the development of a business plan, marketing, and SWOT (strengths, weaknesses, opportunities, and threats) analysis. Benjamin currently practices municipal law, estate planning and trusts, real estate law, and business law.

Licensed Legal Intern Dan Curtis is in his final year of law school at the University of Idaho College of Law. He interned with our Firm for pro-bono hours in the summer of 2023 and thereafter was hired as a Legal Intern. Dan is approved as a Rule 9 intern licensed by the Washington State Bar Association and the State Supreme Court and is able to practice under the supervision of the Managing Partners. Prior to law school he worked in environmental compliance and currently works with our municipal clients on regulatory research and policy drafting, along with supporting our attorneys in public and private litigation matters.

Legal Investigator Lisa Powers works with our attorneys and clients directly and brings her expertise from a 15-year career in law enforcement to sensitive matters that require the highest levels of professionalism, confidentiality, and detail. She is an experienced investigator that has led investigations into bank robberies, sexual assaults, burglaries, thefts, assaults, fraud, crimes involving children, and homicides.

Paralegal/Billing Specialist Karen LeClaire has over 30 years of experience in the legal field. Karen works closely with our attorneys and clients to ensure accurate and timely billing. Karen also assists our attorneys with municipal and private client paralegal work.

Law Clerk Mara Powers has a BA in Law, Diversity, & Justice from Western Washington University and a Post Graduate Certificate in Paralegal Studies from Rasmussen University. She entered WSBA's APR 6 Law Clerk Program in January 2024 and is being mentored by Managing Partner Emily Guildner. Mara is the primary litigation and public records requests paralegal and assists in all aspects of litigation and fulfilling public records requests. She also assists the attorneys in private real estate work and estate planning and probate.

Business Development Coordinator Lisa Felix previously worked in the community association management industry and in municipal government. Lisa manages our marketing and business operations and new client intake and assists attorneys with municipal paralegal work and private real estate work. She works fully remotely from Idaho.

Thompson, Guildner & Associates, Inc., P.S. has a dedicated team of attorneys and staff who each have considerable experience in all areas of municipal and public entity law. Managing Partners Nikki Thompson and Emily Guildner's resumes, which follow, demonstrate the depth of our municipal experience and our ability to perform the requested City Attorney services.



Nikki Thompson
Managing Partner
nikkit@trustedguidancelaw.com



EDUCATION

Seattle University School of Law

J.D.

Scholarship at entry

Cum Laude

Cali Award for Natural Resources

University of Washington-Tacoma

B.A., Interdisciplinary Arts and Sciences

Concentration in States, Markets and Global Systems

Minor in Environmental Science

Dean's List all quarters of attendance

National Honor Society member

Admitted to Practice in Washington 2006

EMPLOYMENT

Thompson, Guildner & Associates, Inc., P.S. (formerly Weed, Graafstra & Associates, Inc., P.S.)

– Former Attorney, Current Managing Partner | 2020 – Present

- Advise municipal clients in all areas of municipal law
- Draft and review ordinances, contracts, resolutions, and general correspondence
- Provide representation for municipal clients at public meetings
- Provide representation for private clients in civil litigation matters

The City of Oak Harbor – Prosecutor and City Attorney | 2013 – 2019

- Advised staff and elected officials in all areas of municipal law
- Drafted ordinances, resolutions, contracts and general municipal correspondence
- Reviewed contracts, agenda bills, and other municipal documents
- Supervised prosecution function
- Supervised public records function
- Assistant City Attorney/Prosecutor until August 2014

Nikki C. Esparza (formerly Thompson), Attorney at Law – Sole Practitioner | 2011 – 2013

- August 2011-January 2013 Contract Prosecutor for City of Oak Harbor
- Provided representation for defendants in criminal cases and individuals in domestic proceedings

The Law Office of Thomas C. Pacher – Public Defender | 2010 – 2011

- Provided representation for indigent clients during all phases of the criminal process through trial and appellate phases
- Provided on call services for individuals needing after hours counsel

The Law Office of Nikki Thompson-Crain – Sole Practitioner | 2008 – 2010

- Represented clients at all phases of the criminal process
- Represented parents and children in dependency proceedings
- Represented clients in family law matters including child custody and dissolutions

The Law Offices of Terry L. Smith – Associate | 2006 – 2008

- Handled one-third of the City of Oak Harbor's Public Defense contract
- Acted as a conflict public defense attorney for the Island County, WA
- Handled family law litigation, including dissolution and custody issues
- Represented parents and children in dependency proceedings
- Researched issues and wrote briefs

McCarthy, Casseaux & Rourke – Rule 9 Intern | 2005

- Conducted client correspondence and meetings
- Researched various legal issues, including in pre-trial research
- Revised interrogatories
- Wrote memos to partners
- Drafted correspondence to opposing counsel

Washington State Legislature – Intern | 2002

- Responsible for constituent correspondence via telephone and letters
- Acted as liaison between state agencies and constituents
- Researched various legislative issues, policies, and procedures
- Tracked bills throughout the legislative process
- Attended and documented committee hearings relating to commerce and labor issues
- Drafted correspondence for state representatives

ASSOCIATIONS

Washington State Bar Association

Snohomish County Bar Association

Washington State Association of municipal Attorneys (WSAMA)



EDUCATION

Willamette University College of Law

J.D.

Scholarship at entry

International Human Rights Clinic Intern

Willamette Law Online Ninth Circuit Summary Writer

Pacific Lutheran University

B.A., Political Science and Psychology

Psi Chi Honor Society Member

Everett Community College

Associate in Arts and Science

Running Start Graduate

Admitted to Practice in Washington 2013

EMPLOYMENT

Thompson, Guildner & Associates, Inc., P.S. (formerly Weed, Graafstra & Associates, Inc., P.S.)

– Former Attorney, Current Managing Partner | 2013 – Present

- Advise municipal clients in all areas of municipal law
- Draft and review ordinances, contracts, resolutions, and general correspondence
- Provide representation for municipal clients at public meetings
- Provide representation for private clients in civil litigation matters

International Human Rights Clinic – Clinical Intern | 2011 – 2013

- Research Assistant on projects related to Water Access Violations
- Field Research trip to Belize in 2012 – Stakeholders Report adopted by United Nations Human Rights Council as Joint Submission 4 in Belize Periodic Review, November 2012

Vick and Glance, LLP – Intern | 2011

- Review medical files for relevant discovery
- Draft legal memorandum for case summaries and discovery receipts

ASSOCIATIONS

Washington State Bar Association

Washington State Association of municipal Attorneys (WSAMA)

Snohomish County Bar Association

Western District of Washington

QUALIFICATIONS & EXPERIENCE

Our firm is dedicated to providing comprehensive City Attorney services tailored to meet the diverse needs of our clients. With a wealth of experience and a proactive approach, we ensure that municipalities receive the highest quality legal representation and support. Below is an overview of the services we provide and the expertise we bring to our municipal clients.

- Public Works Projects: Our firm addresses a wide range of public works and real estate needs for our municipal clients. We assist in property acquisition for new municipal buildings and facilities such as wastewater treatment plants and oversee the entire design-bid-build process for projects of varying scales. Notable projects include the Granite Falls municipal campus and wastewater treatment plant, City of Snohomish and Fire District 4 civic campus development, and Leavenworth's sewer system. Additionally, we handle smaller projects such as right-of-way development, easement acquisition, and commercial lease review and drafting.
- Training and Education: We collaborate with the Association of Washington Cities, public agency risk pools, and the Municipal Research and Services Center to leverage their training and education tools for our clients. We also customize training topics based on client requests, such as the public records act, city council roles and responsibilities, supervisor training, and updates in employment law.
- Labor Relations and Employment Law: Our attorneys have extensive experience with collective bargaining unit negotiations, human resources, employment law, and addressing employee grievances. Managing Partner Nikki Thompson, with a background as an in-house City Attorney, leads our efforts in labor relations and union negotiations, currently handling bargaining with two police guild units.
- Public Records Requests: We specialize in public records requests, staying current with state laws, best practices, and technology. Our firm has served as the public records office for Snohomish County Public Facilities District since 2015, and has fulfilled public records requests for our clients since our founding in the 1970s. Each attorney is trained to handle public records issues, with Managing Partner Emily Guildner overseeing the fulfillment process and Law Clerk Mara Powers assisting in records searches and requests. We are proficient in using GovQA public records software to fulfill requests.
- Preemptive Policy Work: Our firm focuses on preemptive measures to help clients avoid litigation. This includes projects such as code amendments, policy revisions (e.g., public records, procurement, personnel, social media, wellness, and special events permitting), and training for leadership on the Open Public Meetings Act (OPMA) and Public Records Act (PRA).
- Meeting Attendance: We proactively prepare for and attend public and staff meetings, addressing agenda items that may expose clients to liability. We provide counsel during executive sessions and ensure compliance with legal requirements to mitigate potential risks.
- Continuing Education: Our attorneys stay informed of changes at the national, state, and county levels to keep clients updated on statutory and case law changes.

Our firm's commitment to excellence, specialized expertise, and proactive approach make us a valuable partner for municipalities seeking comprehensive legal services. We pride

ourselves on helping our clients navigate complex legal landscapes, reduce liability, and build strong foundations through robust policies and training.

Our Firm's current municipal clients include:

- Black Diamond Water District (located in Clallam County)
- City of Carnation (located in King County)
- Town of Coupeville (located in Island County)
- Town of Darrington (located in Snohomish County)
- Eastmont Metropolitan Parks District (Douglas County)
- City of Granite Falls (located in Snohomish County)
- Highland Water District (located in Snohomish County)
- City of Leavenworth (located in Chelan County)
- City of North Bonneville (located in Skamania County)
- City of Sedro-Woolley (located in Skagit County)
- City of Snohomish (located in Snohomish County)
- City of Stanwood (located in Snohomish County)
- Valley Transit (located in Walla Walla County)
- City of Woodland (located in Cowlitz and Clark Counties)

SERVICES PROVIDED

Our Firm understands the needs of the City of Castle Rock may include, but are not limited to, the following areas:

- **Legal Advisory Services**
 - Provide expert legal counsel to the City Council, Mayor, advisory boards, and City departments on matters of municipal governance, land use, public records, contracts, employment law, and compliance with local, state, and federal regulations.
- **Legislative Drafting and Review**
 - Draft and meticulously review ordinances, resolutions, contracts, and other essential legal documents to ensure accuracy and legal compliance.
- **Meeting Attendance and Support**
 - Attend meetings including:
 - City Council, 2nd and 4th Mondays of each month at 7:30 p.m.
 - Planning Commission, 3rd Tuesday of each month at 6:00 p.m., if needed
 - Department Head or other staff meetings as needed
- **Legal Recommendations**
 - Advise the Mayor, City Council, and departments on the implications of new case law, legislation, and other relevant legal developments to ensure informed decision-making.
- **Litigation Representation**
 - Represent the City in civil litigation and administrative hearings, providing robust legal defense as needed.
- **Code Enforcement**
 - Assist the City with updating ordinances related to code enforcement, and support code enforcement efforts.
- **Training and Education**
 - Deliver comprehensive training sessions to City officials and staff on pertinent legal matters in order to foster a well-informed and legally compliant municipal environment.

In meeting all of these needs, our team would work closely with the City of Castle Rock's leadership team. As we discussed throughout this proposal, we find that our team approach works best for municipal clients. Managing Partner Nikki Thompson would be the primary assigned attorney to attend City Council Meetings, staff meetings, and Planning Commission Meetings if needed, and would work closely with Managing Partner Emily Guildner, along with our other attorneys and staff as needed, on any matters for the City of Castle Rock.

Our firm specializes in providing comprehensive legal services to municipalities, leveraging our extensive experience and expertise, as the majority of our work has always been dedicated to serving municipal clients. We currently represent municipalities operating under both Mayor-Council and Council-Manager plans of government. While our office is based in Snohomish, our client base is geographically diverse, spanning across the state.

We utilize advanced technology to minimize representation costs and deliver efficient legal services statewide. In response to the pandemic, many of our clients have seamlessly

integrated remote technology, such as Zoom, GoTo, RingCentral, and Microsoft Teams into their operations. With updates to the Open Public Meetings Act (OPMA), public agencies are encouraged to provide remote meeting options, a trend we believe will become standard practice. Many of our clients prefer remote services, which have proven to be cost-effective by eliminating travel time without compromising service quality. Using remote technology allows us to provide specialized City Attorney services to a broader range of jurisdictions, irrespective of geographical constraints.

Our office phone lines are open Monday through Friday, 8:30 a.m. to 4:30 p.m. Our attorneys are usually available via email outside of these hours, and our team approach allows for the continuity of coverage if a certain attorney is unable to assist and there is an urgent matter that needs attention. Despite our location in Snohomish, we are well-positioned to offer exceptional City Attorney services to the City of Castle Rock, as we already serve various municipalities throughout the state. Our proven track record and extensive list of municipal clients demonstrate our ability to meet diverse legal needs effectively.

PRICING

Thompson, Guildner & Associates, Inc., P.S. offers an hourly rate to our regular municipal clients. This allows us to make use of our paralegals, licensed legal intern, and legal investigator, and to provide the best value to our clients.

Our proposed attorney rate is \$268.00 per hour for 2025. Our legal investigator and licensed legal intern rates are \$185.00 per hour for 2025. Our paralegal rates are \$170.00 per hour for 2025. All time shall be accounted for and billed to the tenth (1/10) of the hour for our attorneys, legal investigator, licensed legal intern, and paralegals.

These hourly rates for attorneys, legal investigator and licensed legal intern, and paralegals are valid for the year 2025. Rates will increase at a rate of three percent (3%) per annum, rounded to the nearest whole dollar amount.

The Firm will request reimbursement of direct expenses incurred and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying expenses at cost, legal research fees, the cost of travel, billed one way at the hourly rate, lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys which shall be pro-rated. The cost of travel applies to regular reoccurring meetings held at the City of Castle Rock's primary offices and all other travel as required during the normal course of City Attorney services and representation. Ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed.

If third party costs are incurred by either the City of Castle Rock or our Firm, paralegals will obtain multiple quotes whenever possible to obtain a cost-effective service from third parties. Costs over \$500.00 will be discussed with, and approved by, the appropriate City representative prior to being incurred. This will ensure that there are no disputes over costs charged or incurred for the City.

Our Firm's billing system provides clear and easy to understand invoicing, with separate accounts for administrative billing, litigation billing, and public records billing. We can open as many separate accounts as needed to ensure that billing is simple for the City of Castle Rock representatives to apply appropriate funds. This system is paired with our straightforward rates to alleviate any uncertainty with bills received by our office.

In conclusion, we are excited about this opportunity and are confident that we can provide cost-effective and high-quality City Attorney services to the City of Castle Rock.

REFERENCES

Thompson, Guildner & Associates, Inc., P.S. provides services to each of the following clients. Please feel free to contact any one of the following clients to request a reference for our Firm.

- City of Stanwood
 - 10220 270th Street NW
Stanwood, WA 98292
 - Sid Roberts, Mayor, (360) 454-5207, sid.roberts@ci.stanwood.wa.us
- City of Leavenworth
 - PO Box 287
Leavenworth, WA 98826
 - Matthew “Selby”, City Administrator, (509) 548-5275 ext. 133, selby@cityofleavenworth.com
- Valley Transit
 - 1401 West Rose Street
Walla Walla, WA 99362
 - Angie Peters, General Manager, (509) 525-9140 ext. 105, angie@valleytransit.com

**CITY ATTORNEY AGREEMENT
FOR MUNICIPAL LEGAL AND SUPPORT SERVICES**

I - PARTIES/AGREEMENT

The CITY OF CASTLE ROCK (hereinafter “CITY”) agrees to retain the law firm of THOMPSON, GUILDNER & ASSOCIATES, INC., P.S., 110 Cedar Avenue, Suite 102, Snohomish, Washington, and said law firm (hereinafter “CITY ATTORNEY”) agrees to serve as CITY ATTORNEY on the terms and conditions stated below. The CITY ATTORNEY shall serve at the pleasure of the Mayor; PROVIDED, that all decisions relative to such agreement, shall be subject to confirmation by a majority vote of the City Council.

II - QUALITY OF SERVICES

The CITY ATTORNEY shall perform all legal services covered by this contract in a capable and efficient manner, and in accordance with the professional and ethical standards of the Washington State Bar Association.

III - COMPENSATION

A. Rates. The CITY shall pay the CITY ATTORNEY at the following rates:

1. All attorney services - \$268/hr.
2. All legal investigator services and licensed legal intern services - \$185/hr.
3. All paralegal services - \$170/hr.

B. Rate Adjustment. Beginning January 1, 2026, all rates shall be adjusted annually on January 1st at a rate of 3%, rounded to the nearest whole dollar. Either party may request renegotiation of the rates at any time.

C. Time Records. In order to determine appropriate compensation, the CITY ATTORNEY shall maintain accurate time records, copies of which shall be made available to the CITY.

D. Time for Payment. The CITY shall pay all compensation provided herein to the CITY ATTORNEY on a monthly basis, and within four weeks of the date on which each billing statement is received.

IV - REIMBURSEMENT

In addition to compensation for the legal services specified above, the CITY shall reimburse the CITY ATTORNEY for direct expenses incurred, and costs advanced, including but not limited to court costs, filing fees, witness fees, recording fees, copying and mailing expenses at cost, and the cost of travel, a pro-rata share of lodging and tuition relating to meetings of the Association of Washington Cities and Association of Municipal Attorneys. However, ordinary law office operating expenses, such as rent and secretarial services, shall not be compensated or reimbursed. The cost of travel to the City of CASTLE ROCK shall be billed one way at the hourly rate.

V - EXCEPTIONS

This contract shall not cover legal representation relating to prosecution, insurance defense, bond financing, or other specialized fields where it is agreed by the parties that outside legal counsel should be retained.

VI - INSURANCE COVERAGE

The CITY ATTORNEY shall provide errors and omissions, and malpractice insurance coverage, while providing services under this Agreement. Provided, the CITY shall indemnify and hold the CITY ATTORNEY harmless from any and all claims brought by third parties against the CITY ATTORNEY acting in said capacity.

VII - EFFECTIVE DATE AND DURATION

This Agreement shall supersede and replace all previous agreements and shall take effect on June 1, 2025 and shall continue indefinitely until terminated by either party upon 60 days' written notice.

DATED this _____ day of April, 2025.

THOMPSON, GUILDNER & ASSOCIATES, INC., P.S.

By _____
NIKKI THOMPSON, MANAGING PARTNER

CITY OF CASTLE ROCK

By _____
MAYOR PAUL HELENBERG

ATTEST:

BY _____
CARIE CUTTONARO, CLERK-TREASURER

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT
FOR LOWER COLUMBIA SWAT (SPECIAL WEAPONS AND TACTICS)
AND FOR LAW ENFORCEMENT MUTUAL AID
BETWEEN CITY OF LONGVIEW, CITY OF KELSO, CITY OF CASTLE ROCK, AND
COWLITZ COUNTY**

This Interlocal Cooperation Agreement (the “**Agreement**”) is made and entered into pursuant to Chapter 39.34 RCW, the “Interlocal Cooperation Act,” by and between the City of Longview, a municipal corporation organized under the laws of the State of Washington, acting by and through its City Manager after approval by the City Council (“**Longview**”); the City of Kelso, a municipal corporation organized under the laws of the State of Washington, acting by and through its City Manager after approval by the City Council (“**Kelso**”); the City of Castle Rock, a municipal corporation organized under the laws of the State of Washington, acting by and through its Mayor after approval by the City Council (“**Castle Rock**”); and, Cowlitz County, Washington, a political subdivision of the State of Washington, acting by and through its Board of Commissioners (the “**County**”), on the date stated below. Longview, Kelso, Castle Rock, and the County will be referred to collectively as the “**Parties**” or individually as “**Party**.”

RECITALS

1. In 2006, Longview, Kelso, the County, and Cowlitz 2 Fire & Rescue formed a multi-jurisdictional Special Weapons and Tactics (SWAT) team commonly known as “**Lower Columbia SWAT**.”
2. On May 13, 2011, Cowlitz 2 Fire & Rescue withdrew from Lower Columbia SWAT.
3. By this Agreement, the Parties seek to officially add Castle Rock to Lower Columbia SWAT and update and replace the 2006 Interlocal.
4. The Parties have the responsibility of protecting lives and property and keeping the peace.
5. The Parties recognize that a major disorder or law enforcement operation may affect more than one law enforcement agency, necessitating joint cooperation in order that persons and property may be protected and the peace maintained.
6. It is necessary and desirable that an updated and restated cooperative agreement be executed for the purposes of effectuating mutual aid, and Chapter 10.93 RCW, the Washington Mutual Aid Peace Officers Powers Act, authorizes the Parties to enter into an agreement for mutual aid pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW.

Now therefore, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above Recitals are hereby incorporated into the substantive provisions of this Agreement.
2. **Definitions.** The following terms shall have the following meanings, unless the context indicates otherwise:
 - a. “Assisting Agency.” Any or all other police agencies contacted for Mutual Aid by the Primarily Responsible Agency.
 - b. “Major Disorder.” A large-scale breach of peace, public disturbance, or natural disaster. Some examples include but are not limited to: earthquake; large scale flooding; pre-planned or spontaneous rallies, demonstrations, marches, or acts of civil disobedience that result in disorderly conduct, riot, or violence.
 - c. “Mobilization.” To organize or put into readiness for active law enforcement services.
 - d. “Mutual Aid.” Aid or assistance in which two or more agencies agree to perform in common.
 - e. “Other Law Enforcement Event.” A rapidly unfolding event that requires the law enforcement services of more than one agency but is not viewed by law enforcement agencies as a Major Disorder. Some examples include, but are not limited to: active shooter, apprehension of a violent offender, or a series of simultaneous priority calls for service that overburden an agency’s resources.
 - f. “Primary Jurisdiction.” The geographical area of jurisdiction of the Primarily Responsible Agency.
 - g. “Primarily Responsible Agency.” The law enforcement agency within whose local geographical jurisdiction a Major Disorder or Other Law Enforcement Event first occurs.
 - h. “Signatory Agency.” Law enforcement agencies participating in this Agreement whose governing body has authorized and signed this Agreement.
 - i. “SWAT Manual.” The “Lower Columbia SWAT Standards and Tactics” Manual dated February 2021, or the version thereafter amended with prior notice to each Party that has signed this Agreement.

3. In the event of a Major Disorder, or Other Law Enforcement Event, the first law enforcement resources to be used shall be those of the Primarily Responsible Agency. In the event that such resources are inadequate to control the situation by the Primarily Responsible Agency, or there is a need for a specialized unit, a request for Mutual Aid under this Agreement shall be made directly to an Assisting Agency (requests for specific individual units) or through the office of the County Sheriff who is designated as the mutual aid coordinator for the county in accordance with the Washington State Law Enforcement Mobilization Plan. Such requests for assistance shall, if possible, specify the number of police officers and types of equipment requested, and shall further specify where and to whom such officers are to report and where and to whom the equipment should be delivered. Assisting Agencies shall inform the requesting agency at the earliest possible time whether resources are available and to what extent.
4. In the event of Mobilization under this Agreement, the Primarily Responsible Agency shall take charge of the operation unless the Primarily Responsible Agency specifically requests that a different law enforcement agency fulfill this responsibility or unless the scope of the problem is multi-jurisdictional, in which case the provisions of the Washington State Law Enforcement Mobilization Plan and/or Intrastate Mutual Aid Plan pursuant to RCWs 43.43 and/or 38.56 become operative. This shall include directing the assignment of all personnel and equipment. The assignment of duties to officers of Assisting Agencies shall be made by the supervising officer of the Primarily Responsible Agency unless that responsibility is delegated to a different law enforcement agency as indicated above.
 - 4.1 In the event that the situation, by its nature, requires tactical intervention whereby the Primarily Responsible Agency requests a tactical response by Lower Columbia SWAT, responsibility for command and control of such tactical team and its operation shall reside with the three Lower Columbia SWAT Commanders: one supplied by the County, one by Kelso, and one by Longview. The Parties will select a Lead SWAT Commander position on a rotating basis, with this Lead Commander position being purely administrative in nature. Each SWAT mission will be run jointly by the three SWAT Commanders. If one or two of the SWAT Commanders are unavailable for a mission, the remaining SWAT Commanders or SWAT Commander will lead the mission. If none of the three SWAT Commanders are available, then the County Sheriff and the Chiefs of Police for Longview and Kelso may designate alternate SWAT Commanders to run the mission. Mobilization of Lower Columbia SWAT will be in accordance with the provisions of the SWAT Manual, attached hereto as **Exhibit A**. Any change to the SWAT Manual shall be provided to each party to this Agreement thirty (30) days in advance of the effective date of such change.
5. The Signatory Agencies shall provide the names, addresses, and phone numbers of its staff who have the authority to commit personnel and/or equipment to any Mobilization effort.
6. Any Signatory Agencies participating in Mutual Aid or SWAT under the terms of this Agreement shall make all press releases through the Primarily Responsible Agency, or

jointly, if agencies have concurrent jurisdiction and have agreed to make joint press releases.

7. The Primarily Responsible Agency shall establish a command post in such a manner as to provide an area suitable for the staging and direction of resources and shall notify all Assisting Agencies at the earliest possible time of its location.
8. Arrest policies shall be determined by mutual agreement of the Signatory Agencies at the outset of any Mutual Aid incident.
9. Transportation of prisoners to the Cowlitz County Jail shall be coordinated by the supervising officer in charge of the incident.
10. Each agency shall be responsible for any repairs and/or damages done to their own vehicles or equipment as a result of participating in Mutual Aid. Should the request for Mutual Aid from the Primarily Responsible Agency be for materials or equipment only, then the Primarily Responsible Agency shall be responsible for any repairs and/or replacement of damaged items.
11. The Primarily Responsible Agency shall not be responsible for salaries, benefits, or overtime pay for officers from Assisting Agencies.
12. Each Signatory Agency shall carry for the duration of this Agreement general liability insurance, including coverage for police professional liability and auto liability with the below minimums. It is understood that each of the Parties hereto may fulfill the requirements set forth in this section through either self-insurance or a duly authorized insurance pool.

General Liability:	\$10,000,000.00
Auto:	\$10,000,000.00

13. **Liability for Lower Columbia SWAT Responses Only.** The following provisions apply regarding liability solely for tactical responses involving Lower Columbia SWAT. For liability regarding general Mutual Aid, Paragraph 14 applies.

13.1 Equal Sharing of Liability. The Parties agree that liability for the negligent or unintentionally tortious actions of the Lower Columbia SWAT Team or any deputy or police officer or employee working for or on behalf of Lower Columbia SWAT be shared equally on an equal shares basis between the Signatory Agencies. It is further the agreement of the Parties that no Party should be required to pay more than an equal share of the cost of payment of any judgment or settlement for a liability claim which arises out of and is proximately caused by the actions of any officer, employee, or Party which is acting on behalf of or in support of Lower Columbia SWAT and acting within the scope of any person's employment or duties to said Lower Columbia SWAT. This risk sharing agreement shall not apply to judgments against any Party or officer for punitive damages

or for damages resulting from intentionally tortious actions. This general agreement on liability sharing is subject to the following terms and conditions set forth below in Sections 13.2 to 13.10.

13.2 Hold Harmless. Each Party agrees to hold harmless and indemnify the other Signatory Agencies from any loss, claim, or liability arising from or out of the negligent or unintentional tortious actions or inactions of its officers and employees or each other as related to any Lower Columbia SWAT activity. Such liability shall be apportioned among the Parties equally on an equal shares basis subject to any limitation set forth below.

13.3. Defense of Lawsuits. Each Party shall be responsible for selecting and retaining legal counsel for itself and for any employee of said Party who is named in a lawsuit alleging liability arising out of Lower Columbia SWAT operations. Each Party who retains counsel for itself and/or its officers and employees shall be responsible for paying the attorney's fees incurred by that counsel. The Parties shall not share costs of defense among each other unless they specifically agree to have one attorney representing all of them in any particular legal action.

13.4. Notice of Claims and Lawsuits and Settlements. In the event that a lawsuit is brought against a participating Party, its officers and employees for actions arising out of or in support of the Lower Columbia SWAT Team operations, it shall be the duty of each said Party to notify the other Parties that said claims or lawsuit has been initiated. No settlement of any such claim or lawsuit by any single Party shall require equal shares contribution by any Party unless it was done with the knowledge and specific consent of the other participating Parties. Any settlement made by any individual Party or member which does not have the consent of the other Signatory Agencies to this Agreement will not require any sharing of payment of said settlement on behalf of the non-consenting Parties.

13.4.1. Settlement Procedure.

13.4.1(1). Any Party who believes that it would be liable for a settlement or judgment which should be equally shared by the other Signatory Agencies to this Agreement shall have the burden of notifying each other Signatory Agency of all settlement demands made to that Party and any claims and/or lawsuits naming that Party and/or its officers and employees for what may be a joint liability. Furthermore, if the other Signatory Agencies are not named as parties to the actions, it shall be the burden of the Party named in the lawsuit to keep the other Signatory Agencies fully apprised of all developments in the case and all settlement demands, mediations, or any other efforts made towards settlement. Settlements require the specific consent of all Signatory Agencies to this Agreement before any equal share obligations for payment by all Signatory Agencies becomes effective.

13.4.1(2). No Party shall enter into a settlement with a claimant or plaintiff unless said settlement ends the liability of all Parties to this Agreement and on behalf of their respective employees and officers. It is the intent of this Agreement that the Parties act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all Parties to this Agreement agree with the settlement costs or, in the alternative, that all Parties to this Agreement reject settlement demands and agree to go to trial and share equally in any judgment incurred as a result of the decision to go to trial.

13.5 Cooperation in Defense of Lawsuits. The Parties and their respective defense counsel shall, to the extent reasonably legally possible and consistent with the best interests of their respective clients, cooperate in the defense of any lawsuit arising out of the operations of the Lower Columbia SWAT Team and shall agree, wherever possible, to share non-attorney fee-related costs such as records gathering, preparation of trial exhibits, and the retention and payment of expert witnesses.

13.6 Payment of Judgments. It is the intention of the Signatory Agencies under this Agreement to jointly pay any judgment on an equal share basis for any judgment against any officer and/or employee and/or Party for negligence or unintentional tortious action arising out of their conduct in the course of their employment or duties performing as Lower Columbia SWAT Team members or in support of such Lower Columbia SWAT Team operations; regardless of what percentage of liability may be attributed to that Signatory Agency or its officers and employees by way of verdict or judgment, including the costs of any awarded plaintiff's attorney's fees and costs. It is the intent of the Parties to add up the total combined judgment against any Signatory Agency and/or officer and/or employee for compensatory damages and/or plaintiff's attorney's fees and costs and to divide said total combined judgment into equal shares and each Party would then pay its equal share of the total combined judgment to satisfy the judgment. Any Party which refused to pay its equal share would then be liable to the Parties who paid that Party's share in order to satisfy a judgment plus any attorney's fees incurred in the collection of said monies from the non-paying Party.

13.7 Nothing Herein Shall Require Or Be Interpreted To:

13.7.1. Waive any defense arising out of Title 51 RCW.

13.7.2. Limit or restrict the ability of any Party, officer, or employee to exercise any right, defense, or remedy which a party to a lawsuit may have with respect to claims of third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.

13.7.3. Cover or apportion or require proportionate payment of any judgment against any individual or Party for intentionally wrongful conduct outside the scope of employment of any individual or for any judgment for punitive damages, fines, or sanctions

against any individual or Party. Payment of punitive damage awards shall be the sole responsibility of the individual against whom said judgment is rendered and/or his or her municipal employer, should that employer elect to make said payment voluntarily. This Agreement does not require equal sharing of any punitive damage awards, fines, or sanctions.

13.8 Insurance Coverage. The Parties shall, to the best of their ability, coordinate their liability insurance coverages and/or self-insured coverages to the extent possible to fully implement and follow the Agreement set forth herein. However, the consent of any liability insurance carrier or self-insured pool or organization is not required to make this Agreement effective as between the Signatory Agencies signing this Agreement and the failure of any insurance carrier or self-insured pooling organization to agree or follow the terms of this provision on liability shall not relieve any individual Party from its obligation under this Agreement.

14. **Liability for Mutual Aid Responses Only.** For Mutual Aid responses, where the Primarily Responsible Agency requests assistance from another Party as an Assisting Agency in response to a Major Disorder or Other Law Enforcement Event, the Primarily Responsible Agency shall indemnify and hold harmless any Assisting Agency and the officers, agents, and employees of any Assisting Agency from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason of or arising out of the performance of Mutual Aid. In making such assurances, the Primarily Responsible Agency specifically agrees to indemnify and hold harmless any Assisting Agency from any and all bodily injury claims brought by employees of any Assisting Agency and expressly waives its immunity under the Industrial Insurance Act, Title 51 RCW, as to those claims which are brought against any Assisting Agency. Provided, however, this paragraph does not purport to indemnify or hold harmless any Assisting Agency against liability for (1) damages caused by or resulting from the sole negligence of the Assisting Agency or the Assisting Agency's officers, agents, or employees, or (2) damages caused by or resulting from an officer, agent, or employee of an Assisting Agency acting outside the scope of his or her employment.
15. Whenever any commissioned officer of a Signatory Agency, acting pursuant to this Agreement is injured and thus unable to perform his or her duties by reason of engaging in Mutual Aid but is not at the time acting under the immediate direction of his or her employer, the officer or his or her dependents shall be accorded by his or her employer the same benefits which he or she or they would have received had that officer been acting under the immediate direction of his or her employer in his or her own jurisdiction.
16. Full-time, paid commissioned officers who are responding to any call for Mutual Aid shall be automatically commissioned by virtue of this Agreement, through the commissioning authority of the Primarily Responsible Agency, and, therefore, shall be empowered to exercise the same police authority during the time of Mutual Aid as though they were full-time commissioned officers of the Primarily Responsible Agency.

17. Each Signatory Agency shall develop and maintain a current plan for Mobilization of its personnel and other resources to effectively provide Mutual Aid to the other Signatory Agencies pursuant to the relevant provisions of the SWAT Manual.
18. **Termination.** Any Signatory Agency may withdraw from this Agreement when a period of twenty (20) days has elapsed after notification is made by registered letter to the other Signatory Agencies' normal business addresses. Withdrawal or non-execution of this Agreement by any one agency shall not affect the continued efficacy of the Agreement regarding the other Signatory Agencies.
19. **Venue.** This Agreement has been and shall be construed as having been made and delivered in the State of Washington, and it is mutually understood and agreed by each Party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in a lawsuit in equity or judicial proceedings for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in courts of competent jurisdiction in state court in Cowlitz County, Washington, or in the federal court for the Western District of Washington.
20. **Modification.** No changes or modification to this Agreement shall be valid or binding upon the Parties to this Agreement unless such changes or modifications are in writing and executed by all Parties.
21. **Severability.** It is understood and agreed by the Parties hereto that if any part of this Agreement is declared invalid, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed as if the Agreement did not contain the invalid part. If it should appear that any provision herein conflicts with any statutory provision of the State of Washington, said provision shall be deemed inoperative and null and void insofar as it may be in conflict therewith and shall be modified to conform to such statutory provisions.
22. **Extent of Agreement.** This Agreement contains terms and conditions agreed upon by the Parties. The Parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement between the Parties hereto.
23. **Relation of Agreement to Statewide Mutual Aid Plan.** All the provisions of this Agreement are designed to be in accordance with the provisions of the Washington State Law Enforcement Mobilization Plan and/or Intrastate Mutual Aid Plan pursuant to RCW Chapters 43.43 and/or 38.56. While this document serves to clarify and define the working relationship for law enforcement mutual aid, nothing herein precludes the adoption of specific mutual aid agreements between the Signatory Agencies of this county and those of other counties which comprise respectively the district and regional configurations mentioned in the mutual aid plan.

24. **Contract Representatives.** The Parties' designated representatives shall be responsible for the administration of this Agreement and for receiving notices given in connection with this Agreement. The following are designated as the representatives of the Parties:

For the County:

Name: Bradley Thurman
Title: Sheriff
Department: Cowlitz County Sheriff's Office
Address: 312 S.W. First Avenue
Kelso, WA 98626
Telephone: 360-577-3092
E-mail: thurmanb@cowlitzwa.gov
Fax: 360-577-1047

For Kelso:

Name: Rich Fletcher
Title: Chief of Police
Department: Kelso Police Department
Address: 201 S. Pacific Avenue
Kelso, WA 98626
Telephone: 360-423-1270
E-mail: rfletcher@kelso.gov
Fax: 360-423-0577

For Longview:

Name: Robert Huhta
Title: Chief of Police
Department: Longview Police Department
Address: 1351 Hudson St
Longview, WA 98632
Telephone: 360-442-5800
E-mail: robert.huhta@ci.longview.wa.us
Fax: 360-442-5963

For Castle Rock:

Name: Charlie Worley
Title: Chief of Police
Department: Castle Rock Police Department
Address: 141 A Street SW
Castle Rock, WA 98611
Telephone: 360-274-4711
E-mail: cworley@crpolice.org

25. **Plan Review.** Each of the Signatory Agencies shall meet annually to review and recommend any necessary changes to the plan set forth in this Agreement.
26. **Joint Board.** This Agreement creates no joint board and no separate legal entity.
27. **Duration of Agreement.** This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate only upon mutual agreement of the Parties, but consistent with **Section 17** above.
28. **Recording or Posting.** The Cowlitz County Sheriff's Office shall file this Agreement with the Cowlitz County Auditor's Office and each Signatory Agency shall post it upon a website as provided by RCW 39.34.040.
29. **Signature Authority.** Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.
30. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.

[Remainder of page intentionally left blank. Parties' signatures follow]

Approved in Open Session this __ day of _____, 2025.

**BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON**

Richard R. Dahl, Chairman

Steve Ferrell, Commissioner

Steve Rader, Commissioner

ATTEST:

Kelly Grayson, Clerk of the Board

COWLITZ COUNTY SHERIFF'S OFFICE

Bradley Thurman, Sheriff

[Remainder of page intentionally left blank. Parties' signatures follow]

CITY OF LONGVIEW, WASHINGTON

Jennifer Wills, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Charlotte Archer, City Attorney

[Remainder of page intentionally left blank. Parties' signatures follow]

CITY OF KELSO, WASHINGTON

Andy Hamilton, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Janean Z. Parker, City Attorney

[Remainder of page intentionally left blank. Parties' signatures follow]

CITY OF CASTLE ROCK, WASHINGTON

Paul Helenberg, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Frank F. Randolph, City Attorney

[Remainder of page intentionally left blank.]