



## City of Cashmere

101 Woodring Street  
Cashmere, WA 98815  
Ph (509) 782-3513 Fax (509) 782-2840  
Website [www.cityofcashmere.org](http://www.cityofcashmere.org)

CASHMERE CITY COUNCIL MEETING  
MONDAY, APRIL 28, 2014 6:00 P.M., CITY HALL

### AGENDA

#### CALL TO ORDER

#### FLAG SALUTE

#### EXCUSED ABSENCE

#### PROCLAMATIONS

- Proclaiming April 30, 2014 as Arbor Day

#### ANNOUNCEMENTS & INFORMATION

#### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

#### APPROVAL OF AGENDA

#### CONSENT AGENDA

1. Minutes of April 14, 2014 Regular Council Meeting
2. Payroll and Claims Packet Dated April 28, 2014

#### BUSINESS ITEMS

1. Sheriff Brian Burnett – 2013 Annual Report presentation
2. Building Use and Maintenance Agreement with North Central Regional Library
3. DOT UBIT Bridge Inspection Agreement

#### PROGRESS REPORTS

#### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

The City of Cashmere is an equal opportunity provider and employer.

To file a complaint of discrimination, write USDA, Director, Office of Civil rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202)720-6382 (TDD).

**MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, APRIL 14, 2014 AT CASHMERE CITY HALL**

OPENING

Mayor Jeff Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes	
Council:	Skip Moore Jim Fletcher Dave Erickson Derek Knutsen David Sherman (appointed at the end of the meeting)	
Staff:	Bob Schmidt, Director of Operations Kay Jones, Clerk-Treasurer Mark Botello, Dir of Planning/Building Charles Zimmerman, City Attorney	

FLAG SALUTE

EXCUSE ABSENCE

ANNOUNCEMENTS & INFORMATION

Councilor Moore reported that at the end of 2013 911 RiverCom had 1.3 million in reserves. Their capital upgrades have been completed and there is sales tax in place for future capitals. Maybe we need to take a look at the charges for RiverCom; maybe they are too high if they have that amount of reserves.

Mayor Gomes reported that he attended the Tri-Commission meeting and he will be attending the Mayor's Summit tomorrow.

The negotiations with Fire District Six for emergency services are progressing and the agreement should be before council in May for action.

The Mayor reported that the City has received site plan number 5 on the farmworker's housing project. The road has changed, there are now 6 two-story buildings, a playfield and the wetlands have increased by mandate of the Department of Ecology.

APPROVAL OF AGENDA

Mayor Gomes added an Executive Session after Item #12, to discuss the candidate's qualifications and a second Executive Session to discuss potential litigation.

MOVED by Councilor Erickson and seconded by Councilor Fletcher to approve the agenda with the addition of the two Executive Sessions. Motion carried.

CONSENT AGENDA

Minutes of March 24, 2014 Regular Council Meeting

Payroll and Claims Packet Dated April 14, 2014

Claim Check Nos. 34328 and 34330 through 34380 totaling \$191,490.57

Payroll Check Nos. 34322 through 34327 totaling \$91,346.95

Replacement Check No. 34329

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the consent agenda as submitted. Motion carried.

PUBLIC HEARING ON TITLE 17 ZONING CODE AND ZONING AND COMPREHENSIVE PLAN MAP AMENDMENTS

Mayor Gomes opened the public hearing at 6:08 p.m. to take public comment on Title 17 Zoning Code amendments and the Zoning and Comprehensive Plan map amendments. Director of Planning Mark Botello gave a brief summary of the changes and amendments in Title 17 Zoning Code and he discussed the three amendments to the Zoning and Comprehensive Plan maps.

An unidentified audience member commented on wetlands off of Pioneer Avenue.

With no further public comment, Mayor Gomes closed the public hearing at 6:17 p.m.

ORDINANCE NO. 1228 ADDING A NEW CHAPTER 10.20 AUTHORIZING OPERATION OF WHEELED ALL-TERRAIN VEHICLES ON CERTAIN CITY STREETS

The proposed ordinance allows the operation of WATVs on all city streets 35 mph or less.

Councilor Fletcher stated that he is not ready to go there yet.

MOVED by Councilor Knutsen and seconded by Councilor Moore to adopt Ordinance No. 1228 adding a new Chapter 10.20 authorizing the operation of wheeled all-terrain vehicles on certain city streets. Motion carried with 3 voting in favor and Councilor Fletcher voting no.

SELECTION OF ENGINEERING SERVICES FOR APLETS WAY PROJECT

The City received SOQs from three engineering companies. Staff performed phone interviews with all three firms. Staff recommends RH2 Engineering for the Aplets Way pavement preservation project. The engineering services will include the design of utilities of the project.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to authorize the mayor to negotiate a price with RH2 Engineering. Motion carried.

RH2 ENGINEERING SCOPE OF WORK FOR MISSION AVENUE WATER MAIN REPLACEMENT

RH2 Engineering Services submitted a Professional Services Agreement for Mission Avenue Water Main Replacement Project in the amount of \$38,054. City Attorney Chuck Zimmerman recommended that city stay consistent with RH2 Engineering's General Services Agreement and draft a Supplemental Agreement to the General Agreement for the Mission Avenue Water Main project. A Supplemental Agreement should be used when using city funds. When using State or Federal funds other forms may be required.

MOVED by Councilor Moore and seconded by Councilor Fletcher to authorize the Mayor to sign a supplemental agreement consistent with RH2 Engineering's General Services Agreement. Motion carried.

BUILDING USE AND MAINTENANCE AGREEMENT WITH NORTH CENTRAL REGIONAL LIBRARY  
The City Council requested more information for the following council meeting.

2014 RAFTERS AGREEMENT

MOVED by Councilor Moore and seconded by Councilor Erickson to approve the 2014 Rafters agreement as amended. Motion carried.

AMENDMENT NO. 1 TO RIVERSIDE CENTER LEASE AGREEMENT

The Mayor and Staff proposed a one year extension to the Riverside Center Lease Agreement. The extension is to enable the City to put together a committee to study how the City should move forward with the occupancy of Riverside Center and to enable the Mayor and City Council adequate time to evaluate different alternatives, which could include negotiation of amendments to the lease and an extension with Mr. Bryant, or creation of a formal Request for Proposal (RFP) process.

One of the primary issues not addressed in the current lease is how to deal with pre-committed bookings for Riverside Center for dates falling after the current December 31, 2014 lease expiration. One of the sub-issues is whether post-lease term bookings should be permitted to be made by Mr. Bryant and if so, how revenue relating to those pre-committed bookings should be shared (or not) between the current tenant, Mr. Bryant, and a potential new tenant, selected following an RFP process.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the Amendment No. 1 to the Riverside Center Lease Agreement, extending the Lease for one year. Motion carried with 3 voting in favor and Councilor Moore voting no.

Councilors Skip Moore and Derek Knutsen volunteered to be on the committee to study the issues and recommend a plan for the use and occupancy of Riverside Center.

AGREEMENT WITH DOT TO PAINT STRIPE CITY STREETS

The estimate from DOT for striping the city streets for 2014 is \$3,200. The last couple of years when we were doing a large street project, that street was not included in the striping by the state. This year all of the streets are included which makes the cost of striping a little higher.

MOVED by Councilor Fletcher and seconded by Councilor Erickson to approve the Agreement with DOT to paint stripe the City streets. Motion carried.

WASTEWATER SERVICES AGREEMENT BETWEEN CITY AND CRUNCH PAK AND  
TERMINATION OF 2012 WASTEWATER SERVICES AGREEMENT BETWEEN CITY & CRUNCH PAK

The City has negotiated a new Wastewater Services Agreement with Crunch Pak, which is intended to replace and supersede the 2012 Agreement.

MOVED by Councilor Fletcher and seconded by Councilor Knutsen to authorize the Mayor to sign the Wastewater Services Agreement and Termination of the 2012 Wastewater Services Agreement. Motion carried.

STIPULATED JUDGMENT AND ORDER OF DISMISSAL – DEPARTMENT OF ECOLOGY, CITY AND ROD HAVERFIELD

The Department of Ecology, the City of Cashmere and Rodney Haverfield entered into a Stipulated Judgment and Order of Dismissal to resolve the issues raised in the petition that Ecology filed on January 29, 2014 in an action under the Land Use Petition Act.

MOVED by Councilor Fletcher and seconded by Councilor Moore to authorize City Attorney Chuck Zimmerman to execute the Stipulated Judgment and Order of Dismissal. Motion carried.

APPOINTMENT OF NEW CITY COUNCIL MEMBER

The City received three letters of interest for the vacant council seat. The three candidates were David Sherman, Dave Hobbs and Nathan Fitzpatrick. The mayor asked each of them to introduce themselves and say a little something about themselves. The mayor gave the council the opportunity to ask each candidate questions.

EXECUTIVE SESSION – To discuss the qualifications of the candidates for council

Mayor Gomes closed the regular session at 8:00 to enter into an executive session to discuss each candidate's qualifications for approximately 10 minutes. A decision will be made when back in regular session.

The regular session was reconvened at 8:10.

MOVED by Councilor Moore and seconded by Councilor Erickson to appoint David Sherman to City Council. Motion carried.

EXECUTIVE SESSION – To discuss potential litigation

Mayor Gomes closed the regular session at 8:12 to enter into an executive session to discuss potential litigation for approximately 10 minutes. There will be no decision made when back in regular session.

Mayor Gomes reconvened the regular session at 8:27 p.m.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 8:27 p.m.

---

Jeff Gomes, Mayor

Attest:

---

Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** April 28, 2014  
**To:** Mayor Gomes & Council Members  
**From:** Kay Jones, Clerk-Treasurer  
**RE:** Additional information on Library Use & Maintenance agreement

---

Following is a summary of recent revenue and expenditures at the library. Even though we are breaking even now, we spent over \$19,000 more than we received between 2006 and 2013.

## Library Use and Maintenance History

Year	Amount Received	Expenditures	Difference
2006	\$8,740	\$12,376	-\$3,636
2007	\$8,740	\$15,403	-\$6,663
2008	\$8,740	\$19,708	-\$10,968
2009	\$9,614	\$9,472	\$142
2010	\$9,614	\$8,955	\$659
2011	\$9,614	\$9,442	\$172
2012	\$10,488	\$9,027	\$1,461
2013	\$10,488	\$10,691	-\$203
2014	\$10,488	???	
			<hr/> -\$19,036
2015 - 2017	\$11,362		
2018 - 2020	\$12,236		
2021 - 2023	\$13,110		

---

## BUILDING USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between NORTH CENTRAL REGIONAL LIBRARY DISTRICT, an Intercounty Rural Library District (hereinafter referred to as the "District") and the City (Town) of Cashmere, Washington, a Washington municipal corporation (hereinafter referred to as the "Municipality").

WHEREAS, the Municipality has either annexed to or contracted with the District for the delivery of library services, and

WHEREAS, it is the desire of the Municipality that library services be available in the Municipality through a branch library facility, and

WHEREAS, the District wishes to stabilize reimbursement of Library Quarter's maintenance and repairs, grounds maintenance expenses, janitorial services, and

WHEREAS, the Municipality is willing to provide for the District's use a suitable building or space within a building (referred to hereafter as the "Library Quarters") from which library services can be provided in the Municipality, and the Municipality is also willing to provide such janitorial services, maintenance and repair to said Library Quarters as shall be reasonably necessary for its continuing operation, and

WHEREAS, the Municipality is willing to make the Library Quarters available for the use of all residents of the District for library purposes, not just the residents of the Municipality,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Use of Library Quarters. The Municipality shall provide for the use of the District during the term of this agreement a building or space within a building suitable for use as a branch library and shall maintain such library quarters in good repair and maintenance for

library purposes. Such use shall be provided in consideration for the District's staffing and operation of a branch library facility within the Library Quarters and shall be free of rent other than payment by the District as provided for in this agreement.

2. Furnishings and Equipment. The Library Quarters and all furnishings provided by the Municipality shall remain the property of the Municipality, subject only to the District's right of use during the term of this agreement. The District may also provide furnishings and equipment, which the District will maintain and continue to own.

3. Size of Library Quarters. As of the date of execution of this agreement the parties specify that the Library Quarters consist of 3,496 square feet. In the event of any subsequent alteration or modification of the size of the Library Quarters, this figure shall be amended appropriately.

4. Reimbursement of Maintenance Expenses. Effective January 1, 2015, until December 31, 2017, the District will reimburse the Municipality for utilities (water, sewer, power and garbage), janitorial, repair, maintenance expenses at 300 Woodring Street. The sum shall be calculated by multiplying \$3.25 by the number of square feet specified in Section 3. Effective January 1, 2018 through December 31, 2020 the reimbursement rate will be \$3.50 per square foot. Effective January 1, 2021 through December 31, 2023 the reimbursement rate will be \$3.75 per square foot.

5. Reimbursement Schedule. The District shall reimburse the Municipality for Library Quarters' janitorial, repair, and maintenance expenses as set forth in section 4 in two equal bi-annual payments due within 30 days following the June and November meetings of the District's Board of Trustees.

6. Telephone Service. The District, at its sole expense, shall provide telephone service in the Library Quarters.



7. Indemnity. The Municipality shall indemnify, defend and hold the District, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expensed including reasonable attorney's fees, for any bodily injury, sickness, disease, or death, or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by an negligent or intentional act or omission of the Municipality, its officials, employees, and agents, relating to the performance of this Agreement. The District shall indemnify defend and hold the Municipality, its officials, employees, and agents, harmless from and against any and all claims, damages, losses and expenses including reasonable attorney's fees, for any bodily injury, sickness, disease, or death or any damage to or destruction of property, including the loss of use resulting therefrom, which are alleged or proven to be caused in whole or in part by any negligent or intentional act or omission of the District, its officials, employees, and agents, relating to the performance of this Agreement.

8. Insurance. It shall be within the discretion of each party to maintain such property insurance, if any, as it deems appropriate for protection of its respective Library Quarters property. Each party shall maintain general liability insurance covering personal injury and property damage applicable to its operation and use of the Library Quarters with minimum limits of \$1,000,000 per occurrence. Either party may substitute a self-insurance program or plan for the general liability insurance required under this agreement upon approval by the other party. Either party may request verification of liability insurance at any time.

9. Term. This agreement shall be effective January 1, 2015, and shall remain in force and effect until December 31, 2023. Subject to the right of termination stated in this Section 9, this agreement shall continue on a year to year basis after December 31, 2023 if either party delivers a written notice to extend prior to September 1, 2023. Either party may terminate this agreement effective at the end of any calendar year during the original term or

any annual extension thereof by written notice of termination delivered to the other party by October 1 of such year.

10. Nonwaiver. Any waiver at any time by either party of any right with respect to any matter arising under this agreement shall not be considered a waiver of any subsequent default or matter.

11. Prior Agreements. This agreement shall supersede any earlier agreement, written or oral, between the parties pertaining to the subject matter of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate the day and year first above written.

NORTH CENTRAL REGIONAL LIBRARY DISTRICT

By: \_\_\_\_\_  
Chairman

Attested By:

\_\_\_\_\_  
Secretary

CITY (TOWN) OF CASHMERE, WASHINGTON

By: \_\_\_\_\_  
Mayor

Attested By:

\_\_\_\_\_  
Clerk

# Staff Summary

**Date:** April 28, 2014  
**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello  
**RE:** WSDOT Bridge Inspection Agreement for UBIT

---

Please see attached WSDOT bridge inspection agreement for the under bridge inspection, which would include truck bucket operator and UBIT driver of Cottage Ave Bridge. The City is required to have the under bridge inspection every 72 months. This agreement will cover this inspection and the 2020 inspection requirements.

---

<b>Bridge Inspection Agreement</b>	Local Agency and Address Name: City of Cashmere Address: 101 Woodring Street City, State Zip: Cashmere, WA 98815-1034
Agreement Number GCB 1830	Exhibits A. SCOPE OF WORK; B. COST RATES

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is agreeable to performing the bridge inspection work as mutually agreed upon,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement,  
IT IS HEREBY AGREED AS FOLLOWS:

### **1. GENERAL TERMS, SCOPE OF WORK, AND TERM**

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee the acceptance of any LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damages incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the estimated time for the inspection and the estimated cost. Inspection dates will be mutually agreed upon by the Parties.

1.4 For bridge inspections where WSDOT provides the lead bridge inspector along with WSDOT equipment and an operator, WSDOT shall provide a draft bridge inspection report to the LOCAL AGENCY's Contract Administrator listed below. The LOCAL AGENCY shall have five (5) business days to review and comment upon the draft bridge inspection report prior to a final bridge inspection report being prepared by WSDOT. The final bridge inspection report shall be prepared within ten (10) business days after receipt of the LOCAL AGENCY's comments, if any. Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050 and any Party's furlough days.

WSDOT agrees that the LOCAL AGENCY may use its own employee or the employee of another governmental agency to act as lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own employee or an employee of another governmental agency to act as lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report. The LOCAL AGENCY may not use private consultants as lead bridge inspectors, and in such cases, WSDOT shall not permit the use of its equipment and operators.

Contract Administrator: Mark Botello  
Title: Director of Planning & Building  
Email address: [Mark@cityofcashmere.org](mailto:Mark@cityofcashmere.org)  
Mailing address: 101 Woodring Street  
Cashmere, WA 98815-1034

1.5 Traffic control, if needed, will be provided by the LOCAL AGENCY at its sole cost. Traffic control costs are not included in the WSDOT cost rates.

1.6 Term: This Agreement shall remain in effect for ten (10) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

## **2. BILLING AND PAYMENT**

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for actual direct and related indirect costs to perform the bridge inspection work as requested by the LOCAL AGENCY at the then current WSDOT cost rate. Upon completion of the work, WSDOT shall submit a detailed invoice, identifying the bridge(s) inspected, the inspection hours worked, the type of inspection, the rates to be applied, and the total amount due.

2.2 WSDOT's current billing rates are shown in Exhibit B, Cost Rates. It is anticipated that these rates will increase over the life of the Agreement, and the LOCAL AGENCY acknowledges and agrees that WSDOT shall bill its current rates at the time the bridge inspection work is performed.

2.3 The WSDOT may submit invoices at any time, but not more frequently than once per month. WSDOT shall send appropriately documented invoices for work completed to the following address:

City of Cashmere  
Public Works Department  
101 Woodring Street  
Cashmere, WA 98815-1034

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an adequately documented invoice. The LOCAL AGENCY shall remit all payments to the following address:

Washington State Department of Transportation  
CASHIER  
P.O. BOX 47305  
OLYMPIA, WA 98504-7305

2.5 The maximum amount payable by LOCAL AGENCY to reimburse WSDOT for all work performed during the term of this Agreement shall not exceed Six Thousand Dollars (\$6,000.00), unless this Agreement is amended per Section 3, Amendment.

### **3. AMENDMENT**

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the bridge inspection work that would be covered by the amendment.

### **4. TERMINATION**

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, including all non cancellable obligations.

### **5. LEGAL RELATIONS**

5.1 WSDOT's relation to the LOCAL AGENCY shall be at all times as an independent contractor. Further, WSDOT shall perform the work as provided under this Agreement solely for the benefit of the LOCAL AGENCY and not for any third party.

## **6. INDEMNIFICATION**

6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

6.2 The terms of this Section shall survive termination of this Agreement.

## **7. DISPUTE RESOLUTION**

7.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the LOCAL AGENCY shall each appoint a member to a disputes board. These two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to equally share in the cost of the third disputes board member.

## **8. VENUE AND ATTORNEYS FEES**

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorneys fees, witness fees, and costs.

## **9. RIGHT OF ENTRY**

9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution of this Agreement and shall continue until termination of this Agreement under any applicable provision.

**10. SEVERABILITY**

10.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

CITY OF CASHMERE

\_\_\_\_\_  
Signature Date  
Harvey L. Coffman  
Printed Name  
Bridge Preservation Engineer  
Title

\_\_\_\_\_  
Signature Date  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Title

Approved as to Form by:

\_\_\_\_\_  
Signature Date  
/s/ 2/9/2012  
Ann E. Salay  
Printed Name

\_\_\_\_\_  
Assistant Attorney General



Exhibit "A"  
 Scope of Work and Cost Estimate  
 City Of Cashmere  
 Agreement GC3 1830

Structure ID	Bridge No.	Bridge Name	ZMAN	Freq.	Hours	Last Insp.	Next Insp.		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
08009800	00000308A	COTTAGE AVENUE		72	3	8/6/2008	8/6/2014		3						3					6
Structure ID	Bridge No.	Bridge Name		Type of Insp	Cost (*)	OH*8.99%	Total		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	
08009800	00000308A	COTTAGE AVENUE		2 MAN UBIT	\$ 615	\$ 55	\$ 670.29		\$ 2,011						\$ 2,011					\$ 4,022
																			TOTAL	\$ 4,022

Exhibit 'B'  
Bridge Inspection Cost Rate Summary

TYPE OF INSPECTION	Regular Hourly Cost Rate	Overtime Hourly Cost Rate
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector NO PER DIEM & LODGING/DAY TRIP	\$588.00	\$620.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector REGULAR COST PER DIEM & LODGING	\$615.00	\$647.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector MEDIUM COST PER DIEM & LODGING	\$620.00	\$652.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector HIGH COST PER DIEM & LODGING	\$634.00	\$666.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver NO PER DIEM & LODGING/DAY TRIP	\$821.00	\$873.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver REGULAR COST PER DIEM & LODGING	\$863.00	\$915.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver MEDIUM COST PER DIEM & LODGING	\$870.00	\$922.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver HIGH COST PER DIEM & LODGING	\$890.00	\$942.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector NO PER DIEM & LODGING/DAY TRIP	\$476.00	\$512.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector REGULAR COST PER DIEM & LODGING	\$504.00	\$540.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector MEDIUM COST PER DIEM & LODGING	\$509.00	\$545.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector HIGH COST PER DIEM & LODGING	\$522.00	\$558.00

Notes:

Fiscal Year 2013 Federal Indirect Cost Rate of 8.99% will be added to Invoices  
Hourly Cost Rates Includes the bridge inspection report  
Hourly Cost Rates Do Not Include Traffic Control

**COST RECOVERY BILLING SUMMARY**  
**BPO Underwater Bridge Inspection Program**  
Based on hours on site plus flat rate for report  
Rates effective 7/1/2013

**Cost Per Dive Inspection Hour (on-site hours)**

\$1,420	4-man dive team (most State and all WSF structures)
\$1,065	3-man dive team (For most Local Agency Bridges)

**Cost Per Dive Inspection Report**

\$1,800	State Bridges
\$2,400	WSF Ferry Terminals
\$1,200	LA and Others

**Notes:**

Fiscal Year 2013 Federal Indirect Cost Rate of 8.99% will be added to invoices