

Town of Yacolt Town Council Agenda Monday, November 05, 2018 7:00 PM Town Hall

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

- 1. Feral Cats added as item # 8 under new business
- 2. CTRAN Interlocal added as Item # 9 under new business.

Minutes of Previous Meeting(s)

3. Approve the 10-15-18 Meeting Minutes

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Old Business

New Business

- 4. C-TRAN CEO Shawn Donaghy
- Approve Backroads Liquor License Renewal
- RFP for Legal Services
- 7. Approve to move investments from current accounts to Washington State Local Government Investment Pool per State Auditors
- 8. Feral Cat Issue- Carrie Martin with Clark County Animal Control and Angela Rowand with Southwest Washington Humane Society will be presenting a plan to address our feral cat issue.
- 9. CTRAN Interlocal Agreement

Mayor's Comments

Attorney's Comments

Council's Comments

Public Works Department Report

Town Clerk's Report

Pay Bills on Behalf of the Town

10. Approve bills to be paid on behalf of Town

Executive Session

11. None

<u>Adjourn</u>

Town of Yacolt Town Council Minutes Monday, October 15, 2018 7:00 PM Town Hall

Call to Order

Mayor Myers called the meeting to order at 7:00 pm.

Flag Salute

Roll Call

PRESENT

Mayor Vince Myers
Council Member Tami Bryant
Council Member Amy Boget
Council Member Malita Moseley
Council Member Herb Noble
Council Member Rhonda Rowe-Tice

Late Changes to the Agenda

None

Minutes of Previous Meeting(s)

1. Approve Meeting Minutes 10-1-18

Motion made by Council Member Boget, Seconded by Council Member Bryant. Voting Yea: Council Member Bryant, Council Member Boget, Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

Citizen Communication

None

Old Business

2. Draft Business License Ordinance- Changes to Exhibit A only

Tabled till 11-19-18

3. Draft Business License Resolution- no changes since last meeting

Tabled till 11-19-18

4. Dennis Chrisman 305 N Pine- Update on property clean up

Tabled till 11-19-18 meeting

New Business

5. Mosquito Control Board - Need to appoint new representative to the board.

Council Member Herb Noble will be new representative on the Mosquito Control Board for 2019.

Mayor's Comments

Christmas Tree Lighting will be at 5:45 pm

Attorney's Comments

Council's Comments

Council member Noble would like Public Works to check out dumpster at Backroads. Reports of rats around dumpster.

Public Works Department Report

Town Clerk's Report

6. Nuisance Letters

Nuisance letters sent to 404 E Jones, 407 E Jones, 110 S Pine, 105 W Yacolt Rd and 107 N Pine.

Budget workshop scheduled for 10/30/18 at 5:30 pm.

Pay Bills on Behalf of the Town

001 Current Expense	\$14,164.91
101 Streets	\$1,437.67
103 Cemetery	\$242.06
403 Storm Water	\$229.71
	\$16,074.35

Claims: Check # 16670 – 16681 \$16,074.35

Motion to pay bills on behalf of Town

Motion made by Council Member Moseley, Seconded by Council Member Noble. Voting Yea: Council Member Bryant, Council Member Boget, Council Member Moseley, Council Member Noble, Council Member Rowe-Tice

Executive Session

7. None

<u>Adjourn</u>

Mayor Myers adjourned meeting at 7:23 pm.

Vince Myers, Mayor Dawn Salisbury, Clerk



Washington State Liquor and Cannabis Board PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600 www.liq.wa.gov Fax #: (360) 753-2710

October 06, 2018

Dear Local Authority:

RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection <u>must be received by the Board's Licensing Division at least 30 days prior to the license expiration date.</u> If you need additional time you <u>must request that in writing.</u> Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.



5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director, Licensing and Regulation Division

LIQ 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2018

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF YACOLT (BY ZIP CODE) FOR EXPIRATION DATE OF 20190131

LICENSEE

BUSINESS NAME AND ADDRESS

LICENSE NUMBER

PRIVILEGES

1. THE YACOLT TRADING POST GROCER

YACOLT TRADING POST GROCERY

361261

GROCERY STORE - BEER/WINE

315 N AMBOY RD

YACOLT

WA 98675 0000

TOWN OF YACOLT REQUEST FOR PROPOSALS LEGAL SERVICES – GENERAL MUNICIPAL LAW

Proposal due by 2 p.m. on _____

PROPOSAL REQUIREMENTS

The Town of Yacolt is seeking general municipal services which would include providing legal advice, council and opinions to the Mayor, Town Council, Town Clerk, and other Town department heads.

The individual or firm would be responsible for, or assist with, preparation and review of all Town Ordinances, Resolutions, contracts and other legally-related documents; legal opinions and memorandums; review of public works projects; land use planning; purchasing and procurement; leasing, purchasing and sale of property; employment matters; public disclosure laws; and certain other limited legal services as designated by the Mayor or Town Council.

The individual or firm will be required to attend Council meetings as needed. The Town Council meets regularly on the first and third Monday of each month at 7:00 p.m. Occasionally special meetings are held and the individual or firm will attend the meetings at the request of the Mayor and Town Council.

The Town is prepared to review proposals from individuals or firms to serve as an independent contractor. The Town is requesting that proposals include fees calculated on an hourly basis and include any proposal for expense reimbursement beyond payments for time.

Requested Information:

Proposals should include the following information.

- 1. For individual proposers, employment history since 2000. Firm proposers, legal status of firm since 2000. This includes specialization of individual or firm.
- 2. Qualifications for providing legal services, for each attorney likely to provide services, including:
 - A. Year of admission to Washington Bar and years of practice. Must be a member in good standing of the Washington State Bar Association.
 - B. Years of municipal or other public sector law practice as a full-time government attorney or specializing in municipal or other public sector practice in a law firm or as a sole practitioner.

- C. Particular areas of knowledge and experience in Washington government law, including but not limited to law related to cities. Examples of areas may include but are not necessarily limited to law related to:
 - 1. Land use:
 - 2. Personnel matters;
 - 3. Taxes, fees, and charges applicable to the State of Washington and local jurisdictions;
 - 4. Annexation;
 - 5. Public purchasing and contracting;
 - 6. Open meetings, public records, and public disclosure;
 - 7. Government ethics; and
 - 8. Elections.
- D. Litigation experience, including descriptions of representative cases and outcomes.
- E. Drafting experience, such as drafting contracts, memoranda, ordinances, and resolutions.
- F. Experience giving oral advice such as during the course of Town Council meetings and by telephone to Town staff.
- G. Other types of clients represented.
- H. Affiliations or clients that could cause conflicts of interest regarding likely Town Attorney matters.
- 3. The names and contact information for three professional references. The City will conduct reference checks for the finalist law firm/private attorney. The Clerk will notify the winning proposer as determined by the Evaluation Committee.

The Town of Yacolt reserves the right to reject any or all proposals, waive technicalities or irregularities, and to accept any proposal if such action is believed to be in the best interest of the Town.

All inquiries about this Request for Proposal and current legal services received by the city should be directed by email to Dawn Salisbury, Town Clerk, at dawn.salisbury@townofyacolt.

Delivery: Proposals may be mailed or hand delivered to the Town of Yacolt Town Clerk, P.O. Box 160 Yacolt, WA 98675.

Evaluation Criteria

Fees or costs

Quality of previous performance

Ability to meet deadlines

Responsiveness to Request for Proposal requirements

Compliance with statutes and rules relating to contracts or services

References

Staff readily available to the Town

Licensing and certification

Ability to meet necessary response times for unscheduled work and emergencies

Qualifications and experience of individual or firm including key personnel

Town of Yacolt Public Notice – Request for Proposals Town Attorney Services

The Town of Yacolt is seeking proposals from attorneys interested in providing services to the				
Town of Yacolt. Proposals are due	at 2 p.m. The full Request for Proposals is			
available online at https://www.townofyacolt.com 3922	or by calling the Town of Yacolt at 360-686-			
(Date)				



After recording mail to:

David W. Ridenour 1111 Main Street, Suite 105 Vancouver, WA 98660 (360) 906-1556

INTERLOCAL AGREEMENT

GRANTOR:

The Town of Yacolt, a Washington municipal

corporation.

GRANTEE:

Public.

SUBJECT MATTER:

Interlocal Agreement Between the City of Ridgefield, the City of La Center, and the Town of Yacolt for Joint Representation on

the C-Tran Board of Directors.

ORIGINAL

Recording # 5254112 IA

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD, THE CITY OF LA CENTER, AND THE TOWN OF YACOLT FOR JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS

THIS INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into by, between and among the City of Ridgefield, a municipal corporation organized and existing under the laws of the State of Washington, ("Ridgefield"), the City of La Center, a municipal corporation organized and existing under the laws of the State of Washington, ("La Center"), and the Town of Yacolt, a municipal corporation organized and existing under the laws of the State of Washington, ("Yacolt"). Ridgefield, La Center, and Yacolt are hereafter also collectively referred to as the "Parties".

RECITALS

Whereas, the Parties are jointly represented on the Board of Directors of the Clark County Public Transportation Benefit Area, ("C-Tran"), holding one shared seat on that Board pursuant to the November 18, 2014, decision of the C-Tran Board Composition Review Committee and the revised Bylaws of C-Tran;

Whereas, the Parties desire to establish a formal process and timelines for appointing their representatives on the C-Tran Board of Directors; and,

Whereas, the Parties desire to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act:

NOW THEREFORE, the Parties mutually agree as follows:

AGREEMENT

- 1. INTERLOCAL COOPERATION ACT COMPLIANCE. This Agreement is an intergovernmental agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34. Its purpose is set forth in Section 2, (Purpose). Its duration is specified in Section 5, (Duration of Agreement), and Section 6, (Termination of Agreement). Its method of termination is set forth in Section 6, (Termination of Agreement). The Agreement will not require financing of any kind, nor will the Parties be required to establish or maintain a budget for the activities described herein. No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement. The Agreement creates no separate legal or administrative entity, and the Parties understand that the Washington Open Public Meetings Act does not apply to the meetings and communications that may take place from time to time between and among the Representatives of the Parties selected pursuant to this Agreement.
- 2. PURPOSE. The purpose of this Agreement is to define the process by which the Parties will appoint representatives to represent the Parties on the C-Tran Board of Directors. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation

Act, RCW 39.34. This Agreement is intended to serve as a memorandum of understanding that provides flexibility for how the Parties will fill and use their shared seat on the C-Tran Board. The Parties agree that any Joint Representative appointed under this Agreement will be and shall serve as the representative of all three communities. The Parties agree that effective communication will be important to a successful working relationship and to a Joint Representative's ability to dutifully and conscientiously represent all three communities at one time. The Parties therefor undertake to communicate and cooperate in a manner appropriate to the circumstances. The Parties also understand and agree that nothing about any decision or vote of a Joint Representative under this Agreement shall restrict or in any way constitute a waiver of the unique position a Party may have on any issue. The Parties to this Agreement may always advance their unique interests with respect to any C-Tran issue in any manner they choose.

3. SELECTION OF JOINT REPRESENTATIVES TO THE C-TRAN BOARD. Each Party shall identify a Representative from among its elected officials to serve as a point-of-contact for matters covered by this Interlocal Agreement. The selection of Representatives should take place by December of each calendar year and as needed to fill any vacancy that may occur. In the event a Party has not identified a Representative responsible for general C-Tran communications under this Agreement, that Party's Mayor shall so serve.

During December of each calendar year, the Representatives of each Party shall meet at their mutual convenience and may by consensus identify two of their number to serve as the Joint Representatives for the Parties on the C-Tran Board of Directors for the ensuing calendar year term - one to serve as the Parties' primary Joint Representative, and the other to serve as the Parties' alternate Joint Representative in the event the Primary Representative is absent or unable to fulfill his/her duties under this Agreement.

In the event the Representatives are unable to reach a consensus in the selection of Joint Representatives, the Joint Representatives shall be the Representatives of the Parties identified in the following schedule:

- A). During calendar year 2016, the Ridgefield Representative shall be the Parties' primary Joint Representative on the C-Tran Board. The Yacolt Representative shall be the Parties' alternate Joint Representative on the C-Tran Board.
- B). During calendar year 2017, the Yacolt Representative shall be the Parties' primary Joint Representative on the C-Tran Board. The Ridgefield representative shall be the Parties' alternate Joint Representative on the C-Tran Board.
- C). During calendar year 2018, a Ridgefield appointee shall be the Parties' primary representative on the C-Tran Board. A La Center appointee shall be the Parties' alternate representative on the C-Tran Board.

Any decision by the Representatives to appoint a Joint Representative from a community other than the community identified in the above schedule shall have no effect on the schedule for later year(s) as described above.

In the event a primary Joint Representative vacates his/her position during the C-Tran Board term, the alternate Joint Representative will fill the vacated position. In the event the alternate Joint Representative position is vacated for any reason, the Representatives for the Parties may meet at their mutual convenience to select one of their number to fill the vacancy for the remainder of the Board term.

Nothing in this Agreement shall prevent the Parties from agreeing to any primary and/or alternate Joint Representative they desire from among their elected officials.

4. **REPRESENTATION**. The designated Joint Representative shall in good faith represent the best interests of Ridgefield, La Center and Yacolt on the C-Tran Board of Directors. The Joint Representative shall also make good faith efforts to communicate to the Representatives of the other Parties all information necessary for a decision. The Joint Representative shall make a good faith effort to obtain a full understanding of the views of all three Parties on substantive issues coming before the C-Tran Board and to communicate those views to the C-Tran Board during Board deliberations. Prior to C-Tran meetings and Board votes on matters deemed significant by any Party's Representative, the Joint Representative shall communicate with the Representatives of the other Parties to solicit their input. If a split among the Representatives on the issue exists, the Joint Representative shall communicate the majority and minority views to the C-Tran Board during deliberations. Where there is a 2:1 split among the three Representatives on a particular issue, the vote cast by the Joint Representative at a C-Tran Board of Directors meeting on the issue shall be cast according to majority decision of the Parties' three Representatives. The Representative for each Party will have one equally weighted vote as to how the vote for the joint seat will be cast.

5. TERMINATION OF AGREEMENT.

- A). <u>Termination by a Party</u>: Any Party may terminate this Agreement by giving thirty (30) days' written notice of termination to the other Parties.
- B). <u>Termination by Expiration of Term</u>: This Agreement shall terminate automatically on December 31, 2018, without the need for notice by any Party, unless the Parties amend the Agreement by extending its term.
- C). <u>Termination by Other Events</u>: This Agreement shall terminate automatically upon the effective date of any decision by the C-Tran Board Composition Review Committee, a Transportation Improvement Conference, or other lawful decision that results in a change to the composition of the C-Tran Board of Directors such that the three Parties are no longer jointly represented on the C-Tran Board of Directors, or are joined in their joint representation on the C-Tran Board by one or more other Component Cities of C-Tran.
- **NOTICE.** Any notice to be given under this Agreement shall at a minimum be in writing and delivered by first-class mail, postage pre-paid, and addressed as follows:

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A). If to Ridgefield:

The City of Ridgefield Attention: City Manager 230 Pioneer Street Ridgefield, WA 98642

B). If to La Center:

The City of La Center Attention: Mayor 214 East 4th Street La Center, WA 98629

C). If to Yacolt:

The Town of Yacolt Attention: Mayor P.O. Box 160 Yacolt WA 98675

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

- 7. WAIVER. No waiver by any Party of any breach, term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
- **8. AMENDMENT.** The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to or alterations of the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each Party, and executed by the duly authorized official of each Party.
- 9. ATTORNEYS' FEES AND COSTS. The Parties shall bear their own costs of enforcing their rights and responsibilities under this Agreement.
- 10. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
- 11. **DOCUMENT EXECUTION AND FILING**. The Parties agree to execute three (3) originals of this Agreement by authorized signature(s) of the necessary official(s) of each Party. Upon execution by the Parties, each signed original shall constitute an Agreement binding upon the Parties. One executed original of this Agreement shall be either recorded with the Clark County Auditor or posted on each Party's web site as authorized by RCW 39.34.040.

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- 12. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.
- 13. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.
- 14. DISPUTES, GOVERNING LAW, JURISDICTION AND VENUE. Disputes between the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. This Agreement shall be governed by and its terms and conditions construed in accordance with the laws of the State of Washington. Any action to enforce the provisions of this Agreement shall be brought in the court(s) of competent jurisdiction of Clark County, Washington.
- **15. ASSIGNMENT**. Neither this Agreement nor any portion thereof may be assigned without the express prior written consent of the Parties.
- 16. COMPLIANCE WITH LAW. The actions of each Party in appointing representatives pursuant to this Agreement shall be consistent with applicable law, the governing documents of C-Tran, and the laws of that Party.
- 17. C-TRAN BOARD COMPOSITION REVIEW COMMITTEE. This Agreement shall have no effect on any Party's choice of representative in, participation in, votes or actions with respect to any C-Tran Board Composition Review Committee, Public Transportation Improvement Conference, or other entity not specifically covered in this Interlocal Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates described below.

"	D	i	А	gefield"	
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The City of Ridgefield, a Washington municipal corporation:

Name: Ron Onslow

Title: Mayor

Attest:

e Knottherus, City-Clerk

Date

Approved as to form only.	
anoan anin	1-14-16
Janean Parker, City Attorney	
"La Center" The City of La Center, a Washington municipal co	rporation:
By: Harten Name: Greg Thornton Title: Mayor	1-25-16
Attest: Suzanne Levis, City Clerk / Finance Director	1-25-10
Approved as to form only: Daniel Kearns, City Attorney	Jan 27, 2016
"Yacolt" The Town of Yacolt, a Washington municipal corp	poration:
By:	12/31/15
Attest: Cindy Marbut, Town Clerk / Treasurer	12/31/15
Approved as to form only: David W. Ridenour, Town Attorney	1-7-16

** 2 **



2019 C-TRAN BOARD OF DIRECTORS MEETINGS

January 8, 2019 – 5:30 p.m.
February 12, 2019 – 5:30 p.m.
March 12, 2019 – 5:30 p.m.
April 9, 2019 – 5:30 p.m.
May 14, 2019 – 5:30 p.m.
June 11, 2019 – 5:30 p.m.
July 9, 2019 – 5:30 p.m.
August 13, 2019 – 5:30 p.m.
September 10, 2019 – 5:30 p.m.
October 8, 2019 – 5:30 p.m.
November 12, 2019 – 5:30 p.m.
December 10, 2019 – 5:30 p.m.

All meetings are held at Vancouver Community Library, Columbia Room, 901 C Street, Vancouver, WA unless advertised differently. Persons requiring an interpreter for the hearing impaired, or information in alternative formats such as large print, should contact C-TRAN's Administration Office at (360) 696-4494, or TTY (360) 695-2760, at least 24-hours prior to the meeting so arrangements can be made. Vancouver Community Library is accessible by C-TRAN Routes #2, #25, #30, #32, #37, #39, #60, #71, #105, and The Vine. The complete C-TRAN Board of Directors meeting packets are available on C-TRAN's website, prior to the meeting, at:

https://www.c-tran.com/about-c-tran/c-tran-board-information/board-meeting-documents.

Amendment No. 1 to the

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIDGEFIELD, THE CITY OF LA CENTER, AND THE TOWN OF YACOLT FOR JOINT REPRESENTATION ON THE C-TRAN BOARD OF DIRECTORS

THIS AMENDMENT No. 1 to the INTERLOCAL AGREEMENT, ("Agreement"), is made and entered into by, between and among the City of Ridgefield, a municipal corporation organized and existing under the laws of the State of Washington, ("Ridgefield"), the City of La Center, a municipal corporation organized and existing under the laws of the State of Washington, ("La Center"), and the Town of Yacolt, a municipal corporation organized and existing under the laws of the State of Washington, ("Yacolt"). Ridgefield, La Center, and Yacolt are hereafter also collectively referred to as the "Parties".

Whereas, in 2015 the Parties entered into an interlocal agreement to set forth the process of appointing representatives to represent the Parties on the C-Tran Board of Directors; and

Whereas, the interlocal agreement automatically terminates on December 31, 2018 unless the Parties amend the agreement by extending its term; and

Whereas, the Parties wish to extend the term of the agreement for an additional 5 years;

Now Therefore, the Parties mutually agree as follows:

1. Paragraph 5(B) of the Interlocal Agreement is amended to read as follows:

<u>Termination by Expiration of Term</u>: This Agreement shall terminate automatically on December 31, 2023, without the need for notice by any Party, unless the Parties amend the Agreement by extending its term.

- 2. A new Section D is added to paragraph 3 as follows:
 - (D) During any extension to the term of this agreement, the following schedule will apply in the event the Representatives are unable to reach consensus in the selection of the Joint Representatives:
 - 1. In any even numbered year, the Ridgefield appointee shall be the Parties' primary Joint Representative
 - 2. In even numbered years, La Center and Yacolt appointees shall alternate each even numbered year as the Parties' alternative Joint Representative.
 - 3. In any odd numbered year, the Ridgefield appointee shall be the Parties' alternative Joint Representative.
 - 4. In odd numbered years, La Center and Yacolt appointees shall alternate each odd numbered year as the Parties' primary Joint Representative.

3. All other terms and conditions of the 2015 Interlocal Agreement shall remain in full force and effect through the end of the extended term.
In Witness Whereof, the Parties have executed this Amendment No. 1 to the Interlocal Agreement as of the dates described below:
"Ridgefield" The City of Ridgefield, a Washington municipal corporation:
By:
Name: Steve Stuart
Title: City Manager
Date:
Attest:
Lee Knottnerus, City Clerk
Approved as to form only:
Janean Parker, City Attorney
"La Center" The City of La Center, a Washington municipal corporation:
By:
Name:
Title: Mayor

Attest:
Suzanne Levis, City Clerk / Finance Director
Approved as to form only:
Daniel Kearns, City Attorney
"Yacolt" The Town of Yacolt, a Washington municipal corporation:
Ву:
Name:
Title: Mayor
Attest:
Dawn Salisbury, Town Clerk / Treasurer
Approved as to form only:
, Town Attorney