



CITY COUNCIL REGULAR MEETING AGENDA
Monday, January 6, 2020, 7:00 PM
City Hall, 616 NE 4th Avenue

NOTE: For both public comment periods - come forward when invited; state your name and address; limit comments to three minutes. Written comments can be given to the City Clerk. If it is a public hearing or a quasi-judicial matter, special instructions will be provided.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL




IV. OATH OF OFFICE

- A. Mayor and Council Members Oath of Office
Presenter: Shawn MacPherson, City Attorney

 [Mayor McDonnell Oath of Office](#)
[Council Member Anderson Oath of Office](#)
[Council Member Burton Oath of Office](#)
[Council Member Carter Oath of Office](#)
[Council Member Chaney Oath of Office](#)
[Council Member Roberts Oath of Office](#)

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. December 16, 2019, Camas City Council Regular and Workshop Meeting Minutes
 [December 16, 2019 City Council Workshop Minutes - Draft](#)
[December 16, 2019 City Council Regular Minutes - Draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$70,500 Capital Asset and Pavement Services, Inc. Citywide Pavement Condition Survey (Submitted by Denis Ryan)
 [Capital Asset and Pavement Services Agreement](#)
- D. 2020 Northwest Regional Training Center Safety and Compliance Program Agreement (Submitted by Steve Wall)
 [NWRTC Safety Agreement 2020](#)

- E. Camas-Washougal Fire Department Interlocal Agreement Amendment (Submitted by Pete Capell)

 [Amendment to Interlocal Agreement Fire and EMS](#)

NOTE: Consent Agenda items may be removed for general discussion or action.

VII. NON-AGENDA ITEMS

- A. Staff
- B. Council

VIII. MAYOR

- A. Mayor Announcements
- B. Citizen Appointments - Boards, Commissions and Committees

 [2020 Citizen Appointments](#)

IX. MEETING ITEMS

- A. Waste Connections Inc. Recycling and Yard Debris Contract
Presenter: Sam Adams, Utilities Manager

 [Staff Report - Recycling and Yard Debris Contract](#)

[City of Camas Agreement with Waste Connections](#)

X. PUBLIC COMMENTS

XI. EXECUTIVE SESSION

- A. Executive Session - Property Acquisition (RCW 42.30.110)

XII. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Monday, December 16, 2019, 4:30 PM
City Hall, 616 NE 4th Ave

I. CALL TO ORDER

Mayor Barry McDonnell called the meeting to order at 4:30 p.m.

II. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Sam Adams, Kevin Bergstrom, Pete Capell, James Carothers, Sarah Fox, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Heather Rowley, Denis Ryan, Nick Swinhart, Connie Urquhart, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

No one from the public wished to speak.

IV. WORKSHOP TOPICS

A. Marshall Awards Announcement

Presenter: Sarah Hannon, Public Events Manager, The Historic Trust

 [2020 Marshall Adult Nominee Packet](#)

Hannon provided an overview of the award program.

B. 2019 City-Wide Pavement Management Assessment Project

Presenter: Denis Ryan, Public Works Operations Supervisor

 [Staff Report](#)

[Pavement Management Assessment Cost Proposal](#)

Ryan reviewed the proposal and responded to Council's questions. This item will be placed on the January 6, 2020 Consent Agenda for Council's consideration.

C. Waste Connections Inc. Recycling and Yard Debris Draft Contract

Presenter: Sam Adams, Utilities Manager

 [Staff Report](#)

[Recycling and Yard Debris Draft Contract](#)

Adams summarized the draft contract and discussion ensued. This item will be placed on the January 6, 2020 Consent Agenda for Council's consideration.

- D. NE Lake Road and NE Everett Street Roundabout Schedule and Budget Update
Presenters: James Carothers, Engineering Manager and Steve Wall, Public Works Director

 [Staff Report](#)

Carothers and Wall provided an update and discussion ensued.

- E. Northwest Regional Training Center (NWRTC) 2020 Safety and Compliance Agreement
Presenter: Steve Wall, Public Works Director

 [Staff Report](#)

[Safety Consortium 2020 Information Sheet](#)

[NWRTC 2020 Agreement Option 1](#)

[NWRTC 2020 Agreement Option 2](#)

Wall reviewed the agreement and discussion ensued. This item will be placed on the January 6, 2020 Consent Agenda for Council's consideration.

- F. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall provided an update about the Reservoir project and commented about parking at Heritage Park.


- G. North Shore Subarea Plan, Phase One Professional Services Amendment
Presenter: Sarah Fox, Senior Planner

 [Consultant Agreement Amendment No. 1](#)

[Amendments Summary](#)

This item has also been placed on the December 16, 2019 Consent Agenda for Council's consideration.

- H. Housing Action Plan Grant Agreement
Presenter: Sarah Fox, Senior Planner

 [Staff Memorandum](#)
[Grant Award Letter](#)
[Grant Agreement](#)
[Grant Application Letter](#)
[Growth Management Grant Activities and FAQ](#)

Fox provided an overview and responded to Council's questions. This item has also been placed on the December 16, 2019 Consent Agenda for Council's consideration.

- I. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Robert Maul, Planning Manager

Maul commented about staff's efforts over the past year.

- J. 2020 Updated Fee Schedule Discussion
Presenter: Cathy Huber Nickerson, Finance Director

 [Updated 2020 Fee Schedule](#)

Huber Nickerson provided an overview. A resolution has also been placed on the December 16, 2019 Regular Meeting Agenda for Council's consideration.

- K. Camas-Washougal Fire Department Interlocal Agreement Amendment
Presenter: Pete Capell, City Administrator

 [Staff Report](#)
[Camas-Washougal Fire Department Interlocal Agreement Amendment](#)

Capell provided an overview. This item will be placed on the January 6, 2020 Regular Meeting Agenda for Council's consideration.

- L. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Pete Capell, City Administrator

Capell provided an update about the Camas 2020 Legislative Agenda and the Camas-Washougal Economic Development Association (CWEDA) Amendment that are on the December 16, 2019 Regular Meeting Agenda.

Capell and Fire Chief Nick Swinhart commented about the Fire Master Plan and discussion ensued.

V. COUNCIL COMMENTS AND REPORTS

Anderson summarized the East County Fire and Rescue (ECFR) meeting he attended with Mayor.

Anderson, Roberts and Mayor attended the Fire Academy graduation.

Carter attended a meeting of the Library Board of Trustees.

Carter and Hogan attended Wreaths Across America at the Camas Cemetery.

Chaney attended the City/Schools meeting. He commented about C-Van service in Camas and funding for the buses used during Hometown Holidays.

Smith attended a Parks and Recreation Commission meeting. She provided a handout containing C-TRAN's 2020 legislative priorities.

Burton attended meetings of the Bee Committee, the Prune Hill Park Home Owner's Association, the Columbia River Economic Development Council (CREDC) and the Camas Youth Advisory Council (CYAC).

Hogan commented about Hometown Holidays and the anniversary of Journey Church.

Roberts will attend a ride along with the Camas Police.

Mayor attended a Downtown Camas Association (DCA) ribbon cutting, the Association of Washington Cities (AWC) elected officials training, the Clark County mayor's dinner, and the chili cook off at the Camas Library. He commented about a neighborhood watch program, the Police Department's Shop With a Cop program, and the citizen committee appointments.

VI. PUBLIC COMMENTS

Randy Curtis, 947 NW 43rd AVE, Camas, thanked Pete Capell for his service to the City and community.

Randy Harrison, 3942 NW Currawong CT, Camas, commented about wildlife and open spaces.

VII. ADJOURNMENT

The meeting adjourned at 6:10 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Monday, December 16, 2019, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor Barry McDonnell called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Shannon Roberts and Melissa Smith

Staff: Pete Capell, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Heather Rowley, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

Mayor announced that two Proclamations were added to the agenda.

IV. PUBLIC COMMENTS

Randal Friedman, 1187 NW 10th Avenue, Camas, thanked Pete Capell for his service to the City.

V. CONSENT AGENDA

- A. December 2, 2019, Camas City Council Regular and Workshop Meeting Minutes, and the Amended July 15, 2019 Camas City Council Regular Meeting Minutes

 [December 2, 2019 City Council Workshop Minutes - Draft](#)








[December 2, 2019 City Council Regular Minutes - Draft](#)

[Staff Report](#)

[July 15, 2019 City Council Regular Meeting Minutes - AMENDED](#)

[Ordinance No. 19-007](#)

- B. \$1,210,710.05 Automated Clearing House and Claim Checks Numbered 142784 to 142932
- C. \$121,787.75 September 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
-

- D. \$111,160.20 October 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
 [Staff Report](#)
- E. \$301,392.02 November 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts and GEMT funding Write-off Billings (Submitted by Cathy Huber Nickerson)
 [2019 Utility Billing Write-offs](#)
- G. Housing Action Plan Grant Agreement (Submitted by Sarah Fox)
 [Grant Agreement](#)
- H. \$14,300 WSP Amendment No. 1 North Shore Subarea Plan (Submitted by Sarah Fox)
 [Consultant Agreement Amendment No. 1](#)
[Amendments Summary](#)
- I. \$14,120 Flo Analytics GIS Mapping Professional Services (Submitted by Sam Adams)
 [GIS Consortium Work Order](#)
- J. Washington Traffic Safety Commission (WTSC) High Visibility Patrols Agreement (Submitted by Mitch Lackey)
 [WTSC High Visibility Patrols Agreement](#)
- K. 2020 Legislative Agenda (Submitted by Pete Capell)
 [2020 Legislative Agenda](#)

It was moved by Council Member Smith, and seconded, to approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

- A. Staff

There were no comments from staff.

- B. Council

VII. MAYOR

- A. Mayor Announcements

- B. Camas High School Cross-Country Team Appreciation Week Proclamation

 [Camas High Cross Country Team Appreciation Week Proclamation](#)

Mayor proclaimed January 12-18, 2020, as Camas High School Cross Country Team Appreciation Week in Camas.

- C. Camas High School Football Team Appreciation Week Proclamation

 [Camas High School Football Team Appreciation Week Proclamation](#)

Mayor proclaimed January 5-11, 2020, as Camas High School Football Team Appreciation Week in Camas.

- D. Camas City Council Committee Appointments

 [2020 Council Appointments](#)

Mayor announced the 2020 Council Appointments.

Mayor asked for recommendations for Mayor Pro Tem and an Alternate for 2020.

It was moved by Council Member Anderson, and seconded, to approve Mayor's Council Appointments. The motion carried unanimously.

It was moved by Council Member Chaney, and seconded, to appoint Council Member Greg Anderson as the Mayor Pro Tem. The motion carried unanimously.

It was moved by Council Member Anderson, and seconded, to appoint Council Member Don Chaney as the Alternate Mayor Pro Tem. The motion carried unanimously.

VIII. MEETING ITEMS

- A. Resolution No. 19-017 Adopting Salary Scales for Non-Represented Employees
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Resolution No. 19-017 Adopting Salary Scales for Non-Represented Employees](#)
[Exhibit A - Amended](#)

It was moved by Council Member Carter, and seconded, that Resolution No. 19-017 with the modifications mentioned by Councilor Burton be read

by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Resolution No. 19-017 with the recommended changes mentioned by Councilor Burton be adopted. The motion carried unanimously.

- B. Resolution No. 19-018 City of Camas 2020 Fee Schedule
Presenter: Cathy Huber Nickerson, Finance Director

 [Resolution No 19-018 City of Camas 2020 Fee Schedule](#)
[2020 Fee Updates](#)

It was moved by Council Member Carter, and seconded, that Resolution No. 19-018 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Resolution No. 19-018 be adopted. The motion carried unanimously.

- C. Interlocal Agreement Amendment Terminating Camas-Washougal Economic Development Association (CWEDA)
Presenter: Pete Capell, City Administrator

 [Interlocal Agreement Amendment Terminating CWEDA](#)

It was moved by Council Member Hogan, and seconded, to authorize the Mayor to sign the third amendment to the Interlocal Agreement terminating the Camas Washougal Economic Development Association. The motion carried unanimously.

IX. PUBLIC COMMENTS

No one from the public wished to speak.

X. ADJOURNMENT

The meeting adjourned at 7:19 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. T1027

2020 City-Wide Pavement Management Assessment

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Capitol Asset & Pavement Service, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **2020 City-Wide Pavement Management Assessment.**
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **March 31, 2020,** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this

Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the

Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
 - b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
- Denis Ryan
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: (360)817-7983
EMAIL: dryan@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Joel Condor
Capitol Asset & Pavement Services Inc.
PO Box 7840
Salem, OR 97303
PH: (503)689-1330
FX: (503)689-1440
EMAIL: jcondor@capitolasset.net

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.
- Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.
23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2019.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Approved as to Form:

City Attorney

EXHIBIT “A” SCOPE OF SERVICES AND COSTS

Services and Cost

Service & Timeframes	Description	Cost
Kickoff Meeting & Data Gathering	Upon entering into a contract with Capitol Asset & Pavement Services Inc. Our Senior Project Manager shall meet with city staff to discuss project timelines and notice to proceed. Other agenda items shall include, but are not limited to: contact information of city staff, local rules & regulations, press releases (if needed), obtaining any historical street information to included in new database; As-builds, and recent maintenance & rehabilitation activity.	Included
New Segmentation of City Streets Not Currently in Streetsaver Database.	Capitol Asset & Pavement Services Inc. shall physically measure any newly built or recently annexed city-maintained paved streets with an electronic distance measuring instrument in order to get accurate segment lengths. Each segment shall be measured for width using an engineering wheel. Pavement type, functional class, # of lanes, begin & end location and year constructed are just a few of the fields that shall be collected. All field data will be recorded electronically using a laptop computer and added to the existing Streetsaver database. Each new street shall also be inspected and given a new PCI.	
Linking of GIS Segments (not currently linked)	CAPS, Inc will set up the GIS section link within the StreetSaver® Online program. Using the GIS Toolbox Section Link feature, CAPS, Inc will link each database section to the street centerline file provided by the City. Database section beginning and ending location descriptors will be matched to corresponding beginning and ending points in the street centerline file. Once complete, this will allow the creation of various maps using the StreetSaver® GIS reporting feature (Street PCI condition, Segments needing rehabilitation, maintenance history, etc). This was completed with the last contract and only new sections shall be added	No Charge
Distress Rating of Approximately 105 Miles of City Maintained Streets.	A 2-person crew, led by our Senior Project Manager, will inspect all streets that are to be included in the study that currently reside within the city’s Streetsaver database. This is done by windshield drive-by, and then turning around and walking the most representative area of the segment. Total area inspected can be from 10% to 100%. This inspection process is all gathered electronically with our own data collection software program that has built-in error protection to help assure accurate data collection.	\$19,000

Further Populating of Database - Uploading of Distress Data – Calculations	Capitol Asset & Pavement Services Inc. shall take all collected field data and import into current Streetsaver pavement management database. All pertinent street data (M&R) collected from the city shall also be input into database. A pavement condition index (PCI) shall be calculated based upon the new distress rating data.	Included
Software Training for City Staff (if requested)	Upon successful completion and delivery of the “final” Budget Options Report, Capitol Asset & Pavement Services Inc. shall train staff in proper use of the pavement management software system. This will be done by conducting a 2-3 hour on-site training class at the city’s location of choosing in Camas.	Included
Future Software Support & Training On-going	Capitol Asset & Pavement Services Inc. puts on an annual refresher course. This class is an all-day hands-on computer training/refresher class that is free of charge to all Capitol Asset & Pavement Services Inc. clients, and is always held in the spring. This class is usually conducted near the Portland/Vancouver area usually in October/November time frame.. City staff shall also receive up to 10 hours per year of online or telephone technical support at no charge. Attendance at one (1) city council meeting to present pavement management findings upon city staffs request.	Included \$1,500
Inventory of the existing intersection ramps	Capitol Asset shall inventory all ramps at intersections of city maintained streets. The following 10 data points shall be collected at each ramp: 1) Street/Intersection Location 2) GPS Coordinates & Date 3) Direction Ramp Serves 4) Material Type 5) Ramp Width 6) Ramp Slope 7) Ramp Material 8) Landing Y or N 9) Sidewalk Y or N 10) Detectable Warnings Y or N . Based upon previous inventories performed at like agencies, Camas has approximately 2,500 ramps.	\$25.00 per ramp
Deliverables	Capitol Asset & Pavement Services Inc. will deliver all the above-mentioned services for one (1) lump sum price of...	\$23 ,000

Not to Exceed (Pavement Inspections)

The total price of this quote **(\$23,000)** is based entirely on an estimate and may not be exceeded without the written authorization of the City of Camas representative, by way of change order to this proposal. CAPS Inc. will be obligated only to a total price based on actual quantity accepted and charged at the fixed prices **(\$23,000)** for PMP services as set forth above or to be agreed upon. The final total to be paid may be less than estimated, in which event the City of Camas’s obligation will be payment of the lesser amount.

Not to Exceed (Intersection Ramps) 2000 Ramps at \$25.00 per will cap contract amount at \$50,000.

**EXHIBIT “B”
CONSULTANT BILLING RATES**

Hourly Billable Rates Structure
July 1, 2019 thru June 30, 2020

(For services requested beyond deliverables within the aforementioned lump sum)

Position Description	<u>Hourly Rate</u>
President	\$140.00/hr
Vice-President	\$130.00/hr
Senior Project Manager	\$130.00/hr
Senior Programmer	\$115.00/hr
Management Analyst	\$105.00/hr
Engineering Tech.	\$75.00/hr
Data Collection Coordinator	\$75.00/hr
Accounts Payable Clerk	\$60.00/hr
Travel Charge per mile	\$ 0.58.5/mile

EXHIBIT “C”

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

CONTRACT FOR SERVICES

SAFETY AND COMPLIANCE PROGRAM

The Northwest Regional Training Center (Training Center), under the direction of Clark County Fire District 5, and the City of Camas (City) hereby agree to the following program for calendar year 2020.

A. Services to be provided – The Training Center shall provide safety training to City employees as follows:

1. Classroom Instruction and Training – The Training Center will make available to City employees classroom instruction and training in all OSHA and WISHA required areas, as outlined in Appendix B. Except as explained below, this training will occur at the Training Center facilities unless otherwise agreed by the Fire District's Administrator or Deputy Administrator.

The Training Center will conduct up to five classes at a location chosen by the City for an additional cost of \$2,000 for the year. Classes chosen for this option may include any class noted in Appendix B **EXCEPT FOR** Trenching & Shoring and Confined Space Entry. If the City desires classes at their facilities in excess of the five (5) classes covered by this contract, see Section C of this contract.

2. Maintenance of all Training Records – The Training Center will maintain a database of all training that is conducted for the City. Reports showing all training conducted year-to-date will be provided to the City monthly.
3. Notification and Scheduling of Training Classes – The Training Center will provide the City with information on upcoming classes via its website <https://nwrctc.org>. The website provides class schedules and times. The City can also register for classes through the website.
4. Assistance with Labor and Industries Audits – Training Center personnel will be available to assist the City with all records and information associated with training conducted by the Training Center. This will include copies of class rosters, training curriculum, and competency records (if needed).

B. Responsibilities of the City – The City shall be responsible for the following:

1. Listing of Employees by Division - The City shall provide the Training Center with a roster of employees who will need training, broken down by division.
2. Assistance in Determining Required Training – The City shall work with the Safety Program Manager in determining what type of training is needed for personnel in each division.
3. Notification of Intent to Attend Classes – At least 7 calendar days prior to a class being conducted, the City shall notify the Training Center of their intent to have employees participate, and if so, the number who will be participating. Additionally the City can register students directly through the Training Center website (<https://nwrctc.org>).

4. Promptly Pay Training Center Invoices – Appendix A includes the annual 2020 charges which the City is agreeing to pay. The Training Center will bill the City in the months of January, April, July, and October. These billings will be for the current quarter, and will be due upon receipt.

C. Additional Training

Section A of this contract outlines the locations at which classes will be taught under this contract. Should the City desire additional classes beyond their 5, to be taught at the City's facilities, costs for such instruction will be at the same rate for such classes as other customers. Please refer to the Training Center website for current pricing (<https://nwrctc.org>). A private class group rate sheet is also attached for your review (Group rate sheet is subject to change at any time. Please call the NWRCTC for current rates).

- D. Liability** – Each party agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this agreement by its personnel and to save and hold the other parties, including their respective employees and officials, harmless from all costs, expenses, losses and damages, including the cost of defense, incurred as a result of any acts or omissions of the parties' employees relating to the performance of this agreement.

- E. Modification of This Agreement** – This agreement may be modified only with the consent of both parties.

- F. Termination of This Agreement** – Either party may terminate their participation in this agreement by providing 120 days' notice of their intent to withdraw. In the event the Training Center is unable to provide services as outlined in this agreement, the City shall be reimbursed for any services paid for but not yet received.

EXECUTED on _____, 2020

FIRE DISTRICT 5 – NORTHWEST REGIONAL TRAINING CENTER

By: _____
Jennifer Bethke, District Administrator

City of Camas

By: _____

Approved as to Form: _____

APPENDIX A

Regular Training

For 2020 the City of Camas shall pay to the Training Center a total of **\$11,550.00** for regular training conducted.

This is based on an employee count of **66** employees representing a cost of **\$175.00** per employee per year for all necessary training.

Summer Crew Charges

In addition to the 66 regular employees covered under this contract, the City of Camas utilizes Summer Crew employees and desires to have those employees trained as well. Summer Crew employees will not be trained in all disciplines each year, but will receive training in up to five classes each summer. The City of Camas shall pay \$100 per employee for Summer Crew personnel. It is anticipated that Camas will utilize 10 Summer Crew employees during 2020. This will result in a cost of **\$1,000 in addition to normal training conducted.**

On-Site Training

In addition, the City shall pay **\$2,000.00** for the year for the right to have five (5) classes taught at their facilities. Excluding Confined Space and Trenching & Shoring, these classes are outlined in Appendix B.

Total Training Charges

The sum of Regular Training, Summer Crew Training, and On-Site Training is \$14,550.00 for 2020. This will be billed to the City of Camas in four quarterly invoices of \$3,637.50 each.

APPENDIX B

Training Courses Provided Under This Agreement

It is understood that employees who are required to have a particular type of training will receive that training as soon as possible following their date of hire. Refresher courses will then be provided for employees at the intervals noted below.

<u>Training Course Provided</u>	<u>Refresher</u>
Bloodborne Pathogens	12 Months
Fall Protection & Aerial Platforms	60 Months
Confined Space Training	48 Months
Rigging	60 Months
Defensive Driving	60 Months
Fall Protection Training	48 Months
Fire Extinguishers/Evacuation	12 Months
First Aid/CPR	24 Months
Flagging & Traffic Control	36 Months
Forklift Training	36 Months
Emergency Response Awareness	12 Months
Hearing Conservation and Testing	12 Months
Lockout/Tagout Training	48 Months
Respiratory Protection and Fit Testing	12 Months
Trenching & Shoring Training	48 Months

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS
AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-
WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013**

This Amendment made pursuant to Section 30.1 of the Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, hereinafter “Agreement”, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Washougal”, and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as “Camas”:

WITNESSETH

WHEREAS, Camas determined that it is appropriate to increase the staffing profile provided in Section 6 of the Agreement to add two firefighters and one deputy fire marshal, and such staffing increases occurred in 2019 and will continue into 2020.

WHEREAS, Washougal had not determined that the increased staffing profile is appropriate for 2019 and was therefore not prepared to fully participate in the ongoing funding of the additional positions in 2019, and whereas Washougal continues to hold this position for 2020.

WHEREAS, Washougal has determined that it will continue participate in funding the salary and benefits costs of two new firefighter positions in 2020, at an estimated Washougal cost of \$80,000 for 2020.

WHEREAS, Washougal has not committed to the ongoing funding of these two new firefighter positions beyond 2020.

WHEREAS, Camas has further determined to independently fund one deputy fire marshal position outside of the formulaic cost sharing identified in the Agreement.

WHEREAS, Camas will further incur expenses relating to the acquisition of associated equipment.

WHEREAS, Camas and Washougal have stipulated to amend Section 16, by adding a new Subsection 16.17, to clarify the respective responsibilities associated with the funding and cost allocation provision of the Agreement.

WHEREAS, Section 16 of the Agreement shall be amended to include a new subsection 16.17, as follows:

16.17 The provisions of this Section relating to the funding and cost allocation shall remain in full force and effect, with the exception that the addition of two firefighters and deputy fire marshal to occur in 2019 and be continued into 2020 shall be partially funded by Washougal (two firefighters) and the remaining new position (one deputy fire marshal) independently funded by Camas, and Washougal is not bound to participate in the full funding of these additional positions in 2019 and 2020, under the following conditions:

16.17.1 Washougal will fund its share of the salaries and benefits of two new firefighter positions in 2020, said share estimated to be \$80,000 in 2020.

16.17.2 Washougal's funding of its share of two new firefighter positions in 2020 is not a commitment to the ongoing funding of these positions beyond 2020.

16.17.3 Camas and Washougal will work together with best efforts and good faith to review the staffing profile for the Agreement to seek mutual agreement on staffing levels and staffing needs, alternatives to increased staffing such as the enhanced use of volunteers, alternative service delivery models, funding and ability to pay, and efforts to contain and control program costs. Camas and Washougal further agree that they will mutually review all other provisions of the Agreement as may be appropriate for amendment, including but not limited to capital facilities planning and funding, cost sharing and ECFR payments. This review will include consideration of the Master Plan completed in 2019 by ESCI.

16.17.4 The parties agree that good faith and best efforts will be made to reach mutual agreement regarding the additional staffing and related cost sharing and the other review items described herein

in time to implement any adjustments in the 2020 budget, but in any event no later than in time for the 2021 budget.

16.17.5 Failure to negotiate future funding allocation shall not constitute cause under Section 19. Termination shall require twenty-four months' notice pursuant to section 19.2 unless some other grounds exist under Sections 19.3 or 19.4 permitting a shorter termination period. Any termination shall be expressly subject to Section 19.8 relating to reimbursement of net costs to include the additional funding assumption by Camas as described in this Section. Such termination notice shall not prevent the Parties from reaching mutual agreement during the pendency of the twenty-four months' notice period.

16.17.6 Additional expenses assumed by Camas relating to the acquisition of equipment shall be reimbursed by Washougal concurrently with an agreement on staffing levels as described in Subsection 16.17.3 herein, but in no event later than December 31, 2020.

16.17.7 The terms of Attachment D shall be amended as necessary to reflect the provisions of this Subsection 16.17.

IN WITNESS WHEREOF the parties have caused this Amendment of Interlocal Agreement to be executed in their respective names by their duly authorized officers and have caused this Amendment of Interlocal Agreement to be dated as of the 13th day of January, 2020.

CITY OF CAMAS, a municipal corporation

By: Barry McDonnell
Title: Mayor, City of Camas

Attest:

Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: David Scott

Title: City Manager, City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney

STATE OF WASHINGTON}

County of Clark }

SS.

OATH OF OFFICE

*I, **BARRY MCDONNELL**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **MAYOR, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.*

Subscribed and sworn to before me this 6TH day of January, 2020.

Shawn R. MacPherson

STATE OF WASHINGTON}

OATH OF OFFICE

County of Clark

} SS.
}

*I, **GREG ANDERSON**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 3, POSITION NO. 1, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.*

Subscribed and sworn to before me this 6th day of January, 2020.

Shawn R. MacPherson

STATE OF WASHINGTON}

County of Clark } SS.

OATH OF OFFICE

I, **ELLEN BURTON**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 3, POSITION NO. 2, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.

Subscribed and sworn to before me this 6th day of January, 2020.

Shawn R. MacPherson

STATE OF WASHINGTON}

County of Clark }

SS.

OATH OF OFFICE

I, **BONNIE CARTER**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 2, POSITION NO. 1, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.

Subscribed and sworn to before me this 6th day of January, 2020.

Shawn R. MacPherson

STATE OF WASHINGTON}

OATH OF OFFICE

County of Clark }

SS.

I, **DON CHANEY**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL – AT-LARGE, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.

Subscribed and sworn to before me this 6th day of January, 2020.

Shawn R. MacPherson

STATE OF WASHINGTON}

OATH OF OFFICE

County of Clark } SS.
}

I, **SHANNON ROBERTS**, do solemnly swear (or affirm) that I am a Citizen of the United States and of the State of Washington; that I will support the Constitution and Laws of the United States and the Constitution and Laws of the State of Washington, and will to the best of my judgment, skill and ability, truly, faithfully, diligently and impartially perform the duties of the office of **COUNCIL - WARD NO. 1, POSITION NO. 1, CITY OF CAMAS**, in and for Clark County, Washington, as such duties are prescribed by law, so help me God.

Subscribed and sworn to before me this 6th day of January, 2020.

Shawn R. MacPherson



Staff Report

January 6, 2020 Council Regular Meeting

Recycling and Yard Debris Contract with Waste Connections, Inc.

Staff Contact	Phone	Email
Sam Adams, Utilities Manager	360.817.1563	sadams@cityofcamas.us

INTRODUCTION: The City has completed negotiations with Waste Connections Inc. (WCI) for a new Recycling and Yard Debris contract. The contract had expired in July of 2019, but through a mutual agreement we extended the existing contract through the end of 2019 while we worked on some revised language. Technically, the existing contract allowed for renewal(s); however, both parties agreed there were terms that should be reviewed and revised.

Some of the key changes are:

- WCI will be purchasing Recycling containers and not the City. The City had been purchasing containers for WCI with Solid Waste rates paying for the containers. WCI will increase Recycling rates by \$0.30 per month to fund Recycling containers. This option allows for accurate cost accounting by the City and represents a true pass-through for all recycling services.
- The annual CPI adjustment for WCI has been changed to the Urban Wage Earners/Clerical Workers (CPI-W). This matches our Finance Departments method for annual CPI adjustment. This will be calculated in August so any WCI rate changes can be adopted by Council prior to the end of the year. Previously, Recycling and Yard Debris rates were adjusted in April of the following year.
- Language has been added for the potential collection of food waste (organics) in the future.
- Some additional clarification to Holiday and Inclement Weather language.
- Added City Hall Annex and future City buildings to free collection by WCI.
- WCI recently went through a salary review and requested \$0.05/month increase in recycling rates to account for higher salaries.

BUDGET IMPACT: \$0.30 rate increase to Recycling rates for container costs plus \$0.12 and \$0.05 for 2020 CPI and wage adjustments respectively. The \$0.30 increase was based on estimated 12,000 existing carts for both recycling and yard debris with an annual 5% breakage/replacement. Average cart price of \$50.00. This equates to \$30,000 annually. The cost is then spread over 8,000 customers for 12 months.

RECOMMENDED ACTION: Staff recommends the City Council approve the contract for Recycling and Yard Debris between the City of Camas and Waste Connections Inc.

**COMPREHENSIVE MULTIFAMILY AND SINGLE FAMILY
RECYCLABLES AND YARD WASTE COLLECTION CONTRACT**

By and Between
The City of Camas, Washington
and
Waste Connections of Washington, Inc.

January 1, 2020

CONTRACT

This Contract is made and entered into on the _____ day of _____, 20____, effective the 1st day of January 2020, by and between the City of Camas, a municipal corporation (hereafter, "City"), and Waste Connections of Washington, Inc., a Washington corporation (hereafter, "Contractor").

RECITALS

WHEREAS, the City and the Contractor desire to enter into this Contract to provide one comprehensive agreement for the collection of recyclable solid waste material generated within the City of Camas and rescind all previously executed agreements and addenda; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, the City and the Contractor do hereby agree as follows:

DEFINITIONS

The following terms shall have the following meanings unless the context otherwise specifies or requires:

City: The City of Camas, Clark County, Washington.

Contract: This Comprehensive Multifamily and Single Family Recyclables, and Yard Waste Collection Contract By and Between the City and the Contractor and any amendments, modifications or supplements hereto.

Contractor: Waste Connections of Washington, Inc.

Contractor's Inventory: The equipment used by the Contractor to perform this Contract. The Contractor's inventory shall include but not be limited to collection and utility vehicles, Receptacles, and Carts as described in or required under this Contract.

County: Clark County, Washington.

Curb or Curbside: A location on a property, within five feet of the edge of a Public Street that does not block sidewalks, driveways or on-street parking. If extraordinary circumstances preclude placement of a Receptacle at such a location, Curbside shall be considered the same location where solid waste is collected by the City.

Mixed Paper: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging and other fiber-based materials meeting industry standards. Tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil are excluded from the definition of mixed paper.

Multifamily Residence: A multiple-unit Residence with five or more attached units or any Residence with two or more units that has consolidated collection services and billing.

Private Drive: A privately owned or maintained way serving fewer than four Residences or serving less than one Residence for every 100 yards in length.

Private Road: A privately owned and maintained way that allows for access by a service truck and which serves four or more Residences.

Public Street: Any public way used by the public for travel, including alleys.

Receptacle: A Recycling Container, Yard Waste Container, or other container used to contain Recyclables.

Recyclables: Aluminum cans; glass containers; high density polyethylene bottles, mixed paper, newspaper, polyethylene terephthalate bottles; plastic tubs, buckets (5-gallons or less), nursery pots; polycoated cartons; scrap metals; tin; and such other materials that the City and the Contractor mutually determine to be recyclable; provided, however, that a viable secondary market for such additional material is identified and is practicable for the Contractor's existing operations.

Recycle/Glass Bins: A City owned and provided container suitable for household collection, storage, and Curbside placement of source separated glass.

"Recycling" Cart: 35, 65 or 95 gallon (or approved equivalent size) plastic Receptacles for Recyclables on wheels with handles and a tight-fitting cover, capable of being mechanically unloaded into collection vehicles operated by the Contractor in accordance with this Contract and which is less than one cubic yard in capacity. Cart weights shall not exceed 65 pounds per 35 gallons of nominal capacity (e.g., a 65-gallon Cart would have a weight limit of 120 pounds).

Scrap Metals: Ferrous and Non-ferrous metals not to exceed two (2) feet in any direction and 35 pounds in weight per piece.

Single-Family Residence: All one-unit houses, as well as duplexes, triplexes, four-plexes or mobile homes with individual collection and billing located on a Public Street, Private Drive or Private Road. Single-Family Residences located in an area that the City determines does not allow safe access, turn-around, or clearance for collection vehicles or on a Private Drive will be deemed to be Single-Family Residences if materials are set out adjacent to a Public Street or a Private Road.

Solid waste: All putrescible and non-putrescible solid and semi-solid wastes including but not limited to garbage, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, abandoned vehicles and parts thereof, and Recyclables.

Yard Waste: Leaves, grass, and clipping of woody and fleshy plants up to two (2) inches in diameter and three (3) feet in length collected in 96 gallon carts (or approved equivalent size).

1. Term of Contract/Extensions

The term of the Contract shall commence on January 1, 2020, and expire on December 31, 2029. The Contract may be renewed for up to two (2) successive two (2) year terms. Such renewals shall occur automatically unless either party notifies the other in writing 120 days prior to expiration of the initial or any renewal term of its intent not to renew this Contract. The Contract may also be extended upon the mutual consent of the City and the Contractor for an additional agreed upon term in order to facilitate changes associated with the implementation of new technology not required by the Contract or changes in service level frequency that improve the efficiencies and levels of service provided by the Contractor.

Any amendment to the provisions of this Contract must be mutually agreed upon by the City and the Contractor.

2. Scope of Work

2.1. General Collection System Requirements

2.1.1. Service Area

The Contract service area will be the corporate limits of Camas, Clark County, Washington, as of January 1, 2020. The Contractor is the exclusive service provider for Multifamily/Single Family Recyclables and Yard Waste collection to the entire City.

2.1.1.1. Recyclable and Yard Waste Service Automatic Service Extension Into Annexed Areas Upon Annexation - No Waiver of Rights by Contractor Under Applicable Law

Upon annexation of previously unincorporated territory by the City, the Contractor will immediately provide Recyclables and Yard Waste collection services to the territory annexed by the City per the rates and service levels specified in this Contract. If suitable equipment is not immediately available to Contractor to provide such services in the annexed territory, it shall be afforded a reasonable time to obtain such which shall generally not be more than 90 days from notification by the City of the annexation. Agreement to incorporate service in the annexed territories by Contractor under the rates and service levels of this Contract shall not imply any waiver of its rights under RCW 35.13.280, 35A.14.900 and/or WAC 480-70-141 regarding cancellation of solid waste certificate authority by municipal annexation.

2.1.2. Unimproved Alleys/Private Roads

The Contractor shall collect Recyclables in alleys and on Private Roads to the extent possible generally consistent with the collection services offered under previous contracts with the City for recycling and subject to limitations set forth herein.

In the event that the Contractor reasonably believes that a Private Road or Drive cannot be safely negotiated or that providing walk-in service is impractical due to distance or unsafe conditions, the Contractor may request that the City evaluate on-site conditions and the Contractor and the City shall determine the best approach for providing safe service to the customer.

2.1.3. Hours/Days of Operation

All Recyclables collection in service areas (including collection from both Single Family Residences and Multifamily Residences) shall be made between the hours of 6:30 a.m. and 6:30 p.m., Monday through Friday, unless the City in writing authorizes a temporary extension of hours or days.

2.1.4. Contractor Performance/Obligations of Subcontractors

The Contractor and its officers, employees, agents and subcontractors shall perform every act or service to be performed under the Contract in a skillful and competent manner in accordance with the recognized standards of the solid waste collection, transportation and recycling industries. All subcontractors, assigns, agents or any other party utilized by the Contractor in performance of rights and obligations hereunder shall be bound by the terms of this Contract.

2.1.5.Holiday Schedules/Coordination

In the event any regular collection day is a legal holiday recognized by the State of Washington, the Contractor may suspend collection for such day, but shall be required to provide collection service within one business day following the holiday on which service was suspended provided the City treats such alternate day as a work day or unless coordinated with the City Public Works Director. To be clear, Contractor may suspend collection services on New Year's Day, Thanksgiving Day, and Christmas Day. Additionally, services scheduled on the Friday after Thanksgiving may be provided on the next Saturday instead.

2.1.6.Inclement Weather

When weather conditions are such that the Contractor's collection of Recyclables would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect only in areas that in its reasonable discretion do not pose a danger to life or property. The Contractor, through its Operations Manager, shall notify the City Public Works Director of the areas not served as a result of inclement weather and shall use its best efforts to work with City to notify the public about service suspensions and rescheduling due to inclement weather conditions.

The Contractor shall collect Recyclables from customers whose service was interrupted as soon as weather conditions no longer pose a danger to life or property. Following a service interruption because of inclement weather, the Contractor shall work in coordination with the City and Clark County Public Health to provide safe and efficient collection. For a one-day delay, the Contractor will use good faith efforts to make collections on the next day. For multiple day delays, the Contractor will use good faith efforts collect twice the normal collection amount on the next scheduled service day.

2.1.7.Collection from City Buildings.

The Contractor shall, at no additional cost to the City, provide Recyclables collection service to current City buildings, as reasonably designated by the Public Works Director as follows: Police Station, City Hall, City Hall Annex, Library, Operations Building, Waste Water Treatment Facility, and Fire Station 42. New City buildings will be added upon at least 60 days prior written notice to Contractor.

2.1.8.Collection, Transportation and Spillage

The Contractor shall be responsible for collecting and transporting all Recyclables and Yard Waste tendered by the customer to an authorized transfer station, material recovery facility and yard waste processing facility designated by the Contractor. All such Recyclables and Yard Waste so transported shall be contained so as to prevent spillage or loss of the materials. The Contractor shall be responsible for picking up any materials lost or spilled during the collection and transportation of such materials.

2.1.9.Suspending Collection from Certain Customers

The Contractor shall use commercially reasonable efforts to provide Recyclables collection service to all customers in the applicable service areas. However, upon the City's written approval, the Contractor may deny or discontinue service to a customer if a customer's acts or omissions warrant the denial or discontinuance of service.

2.1.10. Same-Day Collection/Co-Collection

Recyclables collection shall occur on the same regularly scheduled day of the week for Single- Family Residential customers for garbage collection. Multi-family Recyclables collection services need not be scheduled on the same day as garbage collection.

2.1.11. Receptacles

2.1.11.1. Single-Family Residential Units

The City has provided Recycling Carts and Glass/Recycling Bins to all Single-Family Residential Units for the collection of Recyclables, as of January 1, 2020. The City has also provided each subscribing Single Family Residential Unit with a City-owned 96-gallon Receptacle (or approved equivalent size) for the disposal of Yard Waste, as of January 1, 2020. All such containers were purchased by the City and remain the property of the City. On and after January 1, 2020, the Contractor shall provide such containers to any new customers and shall replace any such damaged containers. Contractor may charge customers for damages to or destruction of containers caused by the customer's acts or omissions.

2.1.11.2. Multi-Family Residential Units

The Contractor shall be responsible for providing Metal Recycling Receptacles for use at Multi- Family Residential Units. Such Receptacles shall be of sufficient size to provide for the collection of all Recyclables generated at Multi-Family Residential Units, and shall be designed so as to permit source separation of glass from other Recyclables. If carts are the desired receptacle for Multi-family recycling, such carts will be provided by the Contractor and delivered by the contractor.

2.1.12. Single Family Residential Recyclables Collection

2.1.12.1. Subject Materials

The defined list of Recyclables shall be collected from all participating Single Family customers.

The Contractor shall collect all Recyclables from Single Family Residences that are prepared as follows and uncontaminated with food or other residues:

Aluminum: All aluminum cans, clean aluminum foil, and clean aluminum pie plates that are placed in the customer's Recycling Cart.

Glass Containers: All brown, green or clear jars and bottles that are rinsed and have lids removed and are placed in the customers' glass bin.

Cardboard: All corrugated cardboard that is flattened and placed in customer's Recycling Cart. Large cardboard should be broken or cut down and placed in Recycling Cart.

Miscellaneous:	Used motor oil and antifreeze in sealed clear plastic jugs. Household batteries in a sealed plastic bag and placed on top of the cart.
Mixed Paper:	All Mixed Paper that is placed loosely in Recycling Cart. Shredded paper must be separately contained in a paper bag or cardboard box and placed in cart.
Newspaper:	All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart.
PET and HDPE Bottles and Jugs:	PET and HDPE bottles, jugs, nursery pots, buckets (5-gallons or less) and tubs that are placed in the customer's Recycling Cart. Other plastics and automotive product containers and lids are excluded (not accepted).
Polycoated Cartons and Boxes:	All plastic-coated cartons and boxes that are flattened and placed in the customer's Recycling Cart.
Scrap Metals:	Ferrous and Non-ferrous metals not to exceed two (2) feet in any direction and 35 pounds in weight per piece.
Tin Cans:	All food and beverage cans with labels removed that are placed in the commingled Recycling Cart.

Recycling Carts shall be placed at the Curbside for each residential unit. The Contractor may decline to collect any containers not so placed, or any glass recyclables not properly source separated.

No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single Family Residence. In this case, the Contractor shall request the resident to use commercial recycling services and to discontinue setting out excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the excess materials the following day in a separate truck, provided that clear notification of the collection delay is provided to the customer.

2.1.13. Multi-family Recyclables Collection

2.1.13.1. Subject Materials

The defined list of Recyclables shall be collected from all participating Multi-family customers. The Contractor shall collect all Recyclables from Multi-family residences that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.1.13.

2.1.13.2. Specific Collection Requirements

Multifamily Recyclables collection shall occur weekly during the hours and days specified for Residential collection. Collections shall be made on a regular schedule on the same day to minimize customer confusion. Containers shall be replaced in the same location after emptying.

2.1.14. Recyclables

The definition of “Recyclables” and list of Recyclables herein may be modified by Contractor to remove items when a viable secondary market for such items is no longer available or practicable for the Contractor's existing operations.

2.1.15. Yard Waste Collection

The Contractor shall provide Yard Waste collection services every other week throughout the year (subject to inclement weather) according to its schedule for Single Family Residential Recyclables Collection. Yard Waste collection and rates are described in Exhibit A.

If the City and Contractor desire to replace the Yard Waste services with the collection of organics, Contractor and the City will negotiate in good faith about doing so. If the City and the Contractor reach mutually agreeable terms, Contractor and the City will sign a mutually agreeable amendment.

2.1.16. Excluded Waste

Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.

2.2. Customer Service

2.2.1.Promotion

Contractor shall, in conjunction with the City or County in a form acceptable to the City, prepare and present a promotional program and materials designed to educate Recyclables and Yard Waste collection customers with and about the recycling program annually to encourage participation. Contractor shall annually distribute a calendar highlighting the schedule of yard waste collection.

2.2.2.Office

The Contractor shall maintain an office where the Contractor can be contacted by persons seeking information concerning Recyclables and Yard Waste collection services. Such office shall be equipped with a telephone having a local number, and shall be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except for the holidays described herein.

2.2.3. Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, sexual orientation, creed, color, religion or national origin.

2.2.4. Complaints

All complaints shall be directed to the Contractor and shall be given prompt and courteous attention. In the event of missed collections, the Contractor shall promptly investigate such complaints, and if verified, shall arrange for collection within one business day of the time the complaint was received. Upon notice from the City, Contractor shall respond within one business day to complaints regarding leakage and spillage from equipment to the reasonable satisfaction of the City Public Works Director.

2.3. Reporting

The Contractor shall submit to the City each month in writing a report of its operations for the prior month. Such report shall contain the following information:

The number of residential units which participated in Recyclables collection.

The weights and/or volumes by material of all Recyclables collected.

Any other information reasonably related to the recycling program as the City may request from time to time.

2.4. Field Monitoring

The City may periodically monitor collection system parameters such as participation, Receptacle condition, content weights, waste composition, and customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to customers, the City, and the Contractor.

2.5. Transition to Next Contractor

The Contractor shall work with the City and subsequent solid waste contractors in good faith to ensure a minimum of customer disruption during the transition period. Residential Receptacle removal and replacement shall be coordinated between the Contractor and subsequent contractors to occur simultaneously to minimize customer inconvenience.

3. Compensation

3.1. Mandatory Service Ordinance

The City has previously adopted an ordinance providing for a mandatory program of curbside recycling whereby all residents shall be charged for the collection of Recyclables at rates to be specified in such ordinance and/or as from time to time amended as set forth in the rates in Exhibit A which by this reference is incorporated herein. Such ordinance shall further provide for the Contractor to purchase containers designed for Recyclables and Yard Waste and for the distribution of such containers to all residents in the Contractor service area under this Agreement. Enactment of this ordinance shall be consistent with the comprehensive solid waste management plan of Clark County.

3.2. Billing

The City shall, consistent with its current practices for solid waste collection services, impose and collect a charge from all residential units within the service area for the collection of Recyclables which shall be remitted to the Contractor.

The Contractor shall bill customers directly for fees associated with collection of Yard Waste.

3.3. Compensation to the Contractor

As payment for the services to be provided as set forth herein, the Contractor shall be paid at the rates set forth in Exhibit A. Within ten (10) days following the first City Council meeting of each month, the City shall remit to Contractor payment for services rendered the preceding month.

3.4. Yard Waste Fees

Yard Waste fees will be reviewed on an annual basis and adjustments to the Contractor's Yard Waste fees shall be made according to changes in Yard Waste facility tipping fees, changes in labor costs, and changes in program collection specifications. Yard Waste collection services and rates shall be billed by Contractor as described in Exhibit A.

3.5. Compensation for Additional Services

The Contractor and City may mutually agree in writing to have the Contractor provide new or other services. The Contractor may be compensated for additional services by the City if the Contractor and City agree to the services in writing prior to the services being performed. The City and the Contractor shall have the option of adding rates for new services, or to accommodate unforeseen circumstances. The Contractor shall supply an adjusted rates schedule to the City 120 days before new rates are to be effective.

3.6. Rates/Rate Adjustments

The Contractor's current charges for collection, transportation and disposal services shall be those established in Exhibit A and by this reference incorporated herein.

3.6.1.Changes in Processing/Disposal Fees

Exhibit A shall be periodically amended to reflect these rates and shall also reflect increases or decreases in processing or disposal fees which the Contractor is hereby authorized to pass through. The rates set forth in Exhibit A shall be further subject to an annual cost of living adjustment and for fuel as follows:

3.6.1.1. Successive Rate Changes for Cost of Living Adjustments

On January 1, 2021, and every January 1st thereafter, the Contractor shall be permitted to adjust the rates set forth in Exhibit A as follows: the change in the Consumer Price Index CPI based on the annual change in August of the Consumer Price Index ("CPI") for the Urban Wage Earners and Clerical Workers (CPI-W).

3.6.1.2. Other Adjustments/Changes in Law

In addition to any disposal/processing fee adjustment, the Contractor shall also be permitted to pass through rate adjustments for any changes in local, state or federal laws which increase the cost of providing services pursuant to this Contract. After documentation of the impact of such changes, upon Contractor's costs of providing service in the City, the City shall review the proposed rate changes and shall not unreasonably withhold approval of pass through due to changes in local, state or federal law.

4. General Terms

4.1. Collection Rights

The City hereby grants the exclusive right and privilege to Contractor to collect residential Recyclables and Yard Waste within the City. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

Ownership of Recyclables collected under this Contract shall vest in the Contractor once the Recyclables are placed in Receptacles for the Contractor to collect.

4.2. Access to Records

The Contractor shall maintain in its local office full and complete operations and customer service records. The City shall be allowed access to these records for audit and review purposes upon 24-hour advance written notice. The provisions of this section shall survive the expiration or earlier termination of the Contract.

4.3. Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding the proper method of doing the work required under this Contract; all conditions affecting the work to be done; the labor, equipment and materials needed thereon; and the quantity of the work to be performed.

4.4. Insurance

4.4.1. General Requirements

Subsequent to the award but prior to the execution of this Contract, the Contractor at its own expense shall obtain and file with the City a Certificate of Insurance evidencing general comprehensive liability insurance coverage (including all of the coverages set forth below). This Certificate of Insurance shall be subject to approval by the City's Risk Manager as to company, terms and coverages. All insurance shall be written on an occurrence basis.

Such liability insurance must specifically name the City as an additional insured thereunder and must fully protect the City from any and all claims and risks and losses in connection with any activities or omissions by the Contractor by virtue of this Contract.

Such liability insurance must be maintained in full force and effect at the Contractor's sole expense for liability for property damage or personal injury that may occur in connection with activities or omissions by the Contractor by virtue of this Contract. The City shall be given 30 calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such insurance. The requirements of this section may be satisfied by self-insurance.

4.4.2.Coverages

Said insurance policy and/or endorsements thereto, as evidenced by the Certificate of Insurance, must provide a minimum of \$2,000,000 in coverage and limits and contain the following provisions:

- Bodily Injury
- Employees as Additional Insured
- Premises/Operations Liability (M&C)
- Owners and Contractors Protective Liability
- Products and Completed Operations Liability
- Blanket Contractual Liability
- Broad Form Property Damage Liability (including completed operations)
- Personal Injury (with no employee exclusion)
- Automobile Liability (including coverage for owned, non-owned, leased or hired vehicles)
- Explosion, Collapse, Underground Damage (referred to as "X.C.U.")

At the end of the initial term set forth in section 1, Contractor and the City shall review the coverage types and policy minimums provided above to determine their continuing efficacy and reasonableness.

4.5. Indemnification

4.5.1.Indemnification

Contractor shall indemnify and hold harmless City, its officers, agents, employees, servants and elected officials, from and against all claims, demands, suits, causes of action, costs, damages, and expenses, including attorney's fees, to the extent arising out of any willful misconduct or negligent act or omission in the performance of the terms and conditions of this contract by Contractor, its agents, employees, servants, officers, and subcontractors; provided, however, that the obligations of Contractor in this Section 4.5.1 shall not apply to the extent that any such claim, demand, suit, cause of action, cost, damage or expense (including attorney's fees) arise out of or are connected in any way with any willful or negligent act or omission in the performance of the terms and conditions of this Contract by City, its officers, agents, employees, servants, and elected officials or other parties not affiliated with Contractor.

Contractor further agrees to indemnify and hold harmless City, its officers, agents, employees, servants, and elected officials, from and against all claims, demands, suits, causes of action, costs, damages and expenses including attorney's fees, from claims or suits brought by Contractor's own employees, agents, servants and subcontractors against the City, and for that purpose Contractor specifically waives any immunity under the Worker's Compensation Act (RCW Title 51) but only to the extent necessary to implement its agreement to indemnify and defend the City under this section.

Contractor's obligation to indemnify and hold City harmless as set forth in this section shall include all claims alleged, regardless of whether such claims are false or groundless.

Contractor's obligation to indemnify and hold City harmless as set forth herein shall further include the obligation to provide defense on behalf of the City in any suit or action, and to retain such attorney or attorneys as are reasonably acceptable to City to defend such suits or actions.

4.5.2. Notice to the Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel, the City shall assert all defenses and counterclaims reasonably available to it.

4.5.3. Applicability of RCW 4.24.115

If a court of competent jurisdiction determines that the Contract is subject to RCW 4.24.115, the Contractor's liability to indemnify the City for liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Contractor and the City shall be limited to the Contractor's negligence.

4.6. Arbitration

The parties agree to resolve any disputes which arise under this Contract by arbitration. Any party seeking to commence arbitration hereunder shall send a written notice to the other party with a demand for arbitration. Such demand may be made at any time after a dispute has arisen up to the time that answers to a complaint have been filed by all necessary parties. All disputes arising under or in any way related to this Contract shall be resolved by arbitration, including but not limited to breach of contract claims or a claim that the arbitration provisions contained herein is inapplicable or unenforceable. Any dispute under this Contract shall be submitted for arbitration to the American Arbitration Association.

The parties may agree to a single arbitrator. If the parties are unable to agree to a single arbitrator within ten (10) business days after a demand for arbitration has been given, each party shall select an independent arbitrator, who shall then select a third arbitrator. If the two chosen arbitrators are unable to agree on the appointment of a third arbitrator, then either party may petition the Superior Court of Clark County for the appointment of a third arbitrator. The arbitration hearing shall be held within a reasonable time after the appointment of all arbitrators at a location to be agreed upon in Clark County, Washington.

A decision of two of the three arbitrators shall be binding on the parties. Judgment on the arbitrators' award may be entered as if after trial, in accordance with Washington State law.

Each party shall be responsible for payment of arbitration expenses incurred by any arbitrator chosen by them and one-half of the expenses incurred by any arbitrator agreed upon by the parties, chosen by the arbitrators, or appointed by the court.

4.7. Prevailing Wages

The Contractor shall pay prevailing wages to all employees where applicable.

4.8. Assignment

The Contractor's rights under this Contract shall not be assigned or transferred to any other party which the City, in good faith, believes lacks the requisite financial and operating capabilities to perform services under this Contract, without the prior written consent of the City which consent shall not be unreasonably withheld.

4.9. Waiver

The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any portion itself.

4.10. Laws to Govern

This Contract shall be governed by the laws of the State of Washington as to both interpretation and performance.

4.11. Compliance with Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the project, in performing its obligations under the Contract.

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment and recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

4.12. Permits and Licenses

The Contractor and subcontractors shall secure a City business license from the City. The Contractor shall have or shall obtain all permits and licenses necessary to provide the services herein at its sole expense.

4.13. Independent Contractor

The City and the Contractor intend that the Contractor is an independent contractor under the Contract. The provision of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

4.14. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of performance of such obligations hereunder, except as may be specifically provided herein, when performance of such obligations is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, injunctions or other circumstance beyond the party's reasonable control.

The party asserting a right to suspend performance under this section must, within a reasonable time after it has knowledge of the cause, notify the other party of the cause for suspension, the performance suspended, and the anticipated duration of suspension. Upon receipt of such notice advising of a material or indefinite suspension of performance, and if such suspension substantially impairs the value of this Contract to it, that party may, within a reasonable time (not to exceed 30 days), terminate this Contract.

The party asserting a right to suspend performance hereunder shall advise the other party when the suspending event has ended and when performance will be resumed.

4.15. Section Headings

Section headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. Section headings do not purport to, and shall not be deemed to, define, limit or extend the scope or content of the clauses to which they pertain.

4.16. Illegal Provisions

If any provision of the Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

4.17. Modification

This Contract and the attachments attached hereto and incorporated herein by this reference represent the entire agreement between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract. This Contract may be modified or amended only by a written agreement duly executed hereto by authorized representatives of the Contractor and the City.

4.18. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed (postage prepared and return receipt requested), addressed to the parties as follows:

To City: City of Camas
616 NE 4th Avenue
Camas, WA 98607

To Contractor: Waste Connections of Washington, Inc.
Attn: District Manager
9411 NE 94th Avenue
Vancouver, WA 98662

And To: Waste Connections
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

4.19. Authority of Parties

Prior to or concurrent with the execution of this Contract, both the City and the Contractor shall have been duly authorized by all necessary corporate action to enter into and execute and be bound by the terms and conditions of this Contract.

Executed on the day and year first herein above written:

CITY OF CAMAS

WASTE CONNECTIONS OF WASHINGTON, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

Co-Mingle Weekly Collection Rate: \$5.41 per month for 65-gallon container and glass bin serviced weekly. 35 or 95 gallon carts are available as an option.

Yard Debris Rates for 2009: \$8.24 per month or \$78.28 per year for 96 gallons (or approved equivalent size) container serviced every-other-week.

2020 Citizen Appointments

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Board of Adjustment	5-year	Scott Hogg	Appointment	12/31/2024
Clark County Arts Commission	Indefinite	Ophelia Pasibe-Glasser	Appointment	Indefinite
LEOFF Disability Board	2-year	Robert Rhode	Reappointment	12/31/2021
Library Board	5-year	Rosemary Knapp	Appointment	12/31/2024
Parks & Recreation Commission	3-year	Jason Irving	Appointment	12/31/2022
	3-year	David Dewey	Reappointment	12/31/2022
Parking Advisory Committee	4-year	Kristin Yoshimura	Appointment	12/31/2023
	4-year	Randi Sue Ford	Appointment	12/31/2023
Planning Commission	1-year term recently vacated	Warren Montgomery	Appointment	12/31/2020
	3-year	Mahsa Eshghi	Appointment	12/31/2022
	3-year	Troy Hull	Reappointment	12/31/2022
Salary Commission	Indefinite	Randy Harrison	Appointment	Indefinite
	Indefinite	Phil Williams	Appointment	Indefinite
	Indefinite	Matt Ransom	Reappointment	Indefinite