

#### CITY COUNCIL MEETING AGENDA

Monday, April 21, 2014, at 7 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
  - A. Approve the minutes of the April 7th, Camas City Council Meeting and the work session minutes of April 7th, 2014
  - B. Approve claim checks as approved by the Finance Committee
  - C. Authorize Mayor to sign the New Market Tax Credit Professional Services Agreement with the Camas-Washougal Economic Development Association (CWEDA). CWEDA is proposing to hire a consulting firm to assist with establishing a Community Development Entity (CDE). The CDE is a necessary organization for attracting New Market Tax Credits (NMTC) that can help bridge the financial gap in projects that otherwise would be infeasible to pursue. The firm will also prioritize potential projects to apply for NMTCs. A project will be identified and applied for in each of the partner jurisdictions, including one in the City of Camas. The establishment of the CDE will cost CWEDA \$87,500. The City of Camas share is \$21,875. If approved by Council, the City's share of the NMTC will be added to the budget in the upcoming Supplemental. (submitted by Pete Capell)
  - D. Authorize the Mayor to sign the updated Inter-local Agreement to participate in the Regional Major Crimes Team. Camas Police Department has participated in the Clark County Regional Major Crimes Team for many years. The Inter-local Agreement has been updated and contains some slight changes to investigative protocol. Washington Cities Insurance Agency (WCIA) has reviewed the proposed Inter-local Agreement. This item was reviewed at the City Council workshop on April 7<sup>th</sup>, 2014. (submitted by Mitch Lackey)

- E. Authorize the Mayor to sign a letter of authorization to authorize the Grass Valley Elementary School Parent Teacher Association (PTA) to hold a fund raising raffle during their Fourth Annual Carnival and Silent Auction. The City places certain regulatory controls over gambling activities, including raffles, in order to protect the public. These regulations are codified under Camas Municipal Code (CMC) 9.20.090(b). Charitable organizations that wish to conduct a raffle are required to submit a written request to the Camas City Council. This item was reviewed at the Camas City Council workshop on April 7, 2014. (submitted by Mitch Lackey)
- F. Authorize the write-off of the March 2014 Emergency Services Medical (EMS) billings in the amount of \$64,371.17. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- G. Authorize the write-off of two utility accounts due to bankruptcy. They are utility account 060462-000 in the amount of \$253.40 due to bankruptcy discharge and account of 015044-000 in the amount of \$129.50 as a bankruptcy case closed with no assets. (submitted by Cathy Huber Nickerson)
- H. Authorize the Mayor to sign a contract agreement with Lacamas Swim and Sport to operate the Crown Park Pool. Lacamas Swim and Sport intends to open the pool on Saturday, June 21<sup>st</sup> or earlier and run it through Labor Day. If the weather is suitable and the City has the pool ready, they will open as early as Memorial Day. In addition to lifeguards, Lacamas Swim and Sport intends to provide swim lessons, concessions and other activities at the pool. Compensation will be the revenue generated from entrance fees, swim lessons and concessions. If a profit is made, the City and Lacamas Swim and Sport will meet to determine how to invest the profits into the program. (submitted by Pete Capell)
- I. Award the contract for Project WS-714 STEP Sewer Main and WS-729 Relocate Waterline for Burlington Northern Sante Fe (BNSF) Rail Road to 3 Kings Environmental, Inc. in the amount of \$690,809.35. The contract for this project was bid on Tuesday, April 15, 2014. There were six bids received. The lowest responsible bidder was 3 Kings Environmental, Inc. with a total bid of \$690,809.35. The bid for Schedule "A" Project WS-714 STEP Sewer Main was \$334,337.58 and the bid for Schedule "B" WS-729 Relocate Waterline for BNSF RR was \$356,471.77. Project WS-714 will be funded by a Public Works Trust Fund (PWTF) loan in the amount of \$3,740,000.00. Project WS-729 has a line item in the adopted 2014 Budget in the amount of \$115,000.00 The remaining balance will be included in the upcoming Omnibus. (submitted by James Carothers)
- J. Authorize Pay Estimate No. 3 for Project WS-709D Water Transmission Main in the amount of \$705,462.86 to Rotschy, Inc. for work completed through April 1, 2014. This project is financed through the State of Washington Public Works Board Drinking Water State Revolving Loan Fund with funds obtained from the U.S. Environmental Protection Agency and Washington Department of Health. The project is budgeted and fully funded. (submitted by James Carothers)
- K. Authorize the Mayor to sign the professional service contract amendment with OTAK Inc. for Project SS-568 Vactor Waste Facility improvement construction management

services in an amount not to exceed \$21,706. This contract amendment will provide construction staking, material submittal review, required archeological monitoring, and overall project management for compliance with the Department of Ecology grant requirements. The original budget appropriation for this project was in 2013. A number of factors have contributed to delaying the project, including additional shoreline requirements not anticipated in the original scope, archeological concerns and Department of Ecology requests for additional submittals. Finance will be reappropriating 2014 budget authority in the upcoming omnibus package. (submitted by Eric Levison)

- L. Staff is requesting the following items be declared surplus: Equipment No. 212 Ranger Pickup, Equipment No. 345 All Terrain Mower, Equipment No. 358, 377, and 381 Crown Victoria's; City ID No. 000376 Sun Exhaust Gas Analyzer SGA 9000, City ID No. 001149 Gas Analyzer DGA 1000, miscellaneous car parts from police vehicles including partitions and light bars, and obsolete two-way radio equipment. (submitted by Eric Levison)
- M. Authorize the Mayor to sign the Professional Service Contract Amendment with FCS Group for Project WS-678 Utility Rate Study to evaluate the Sewer System Development Charge (SDC) for an amount not to exceed \$3,800. The amendment will provide for a technical memo on sewer SDC's as they relate to the Commercial I and Commercial II groups. (submitted by Eric Levison)
- N. Authorize the Mayor to sign the AKS Engineering and Forestry Professional Services Contract Amendment for Project WS-709B Forest Management to develop the second phase of the forest management plan for an amount not to exceed \$47,500. The second phase of the Jones/Boulder Forest Management Plan is scheduled for 2014. This contract amendment will provide for the boundary survey, harvest unit layout, road design, securing the Forest Practices Act (FPA) Permit and other permits as necessary, and bid documents for a 2014-2015 harvest. (submitted by Eric Levison)

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

#### VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

#### VII. MAYOR

- A. Announcements
- B. Proclamations
  - Special Proclamation for Employer Support of the Guard and Reserve
  - Proclamation National Community Development Week

#### VIII. COMMUNITY DEVELOPMENT

A. Public Hearing to consider the Annexation of NW 18<sup>th</sup> Avenue (File No. ANNEX14-02)

1. Details: This annexation would bring into the city limits a portion of NW 18<sup>th</sup> Avenue right-of-way, also known as SE 40<sup>th</sup> Street, east of SE 201<sup>st</sup> Avenue near the western portion of property owned by Sharp. This right-of-way was not included in either property annexations of the adjacent properties to the north and south of NW 18<sup>th</sup> Avenue. There is no private property included in this proposed annexation. Clark County has quit claimed this right-of-way to the City of Camas. This annexation will ensure that the City of Camas has sole local agency jurisdiction over permitting, construction, and operations and maintenance of the NW 18<sup>th</sup> Avenue Bicycle and Pedestrian Improvements Project. The annexation area is identified on Exhibit "B" of the attached guit claim deed.

Department/Presenter: Phil Bourquin, Community Development Director Recommended Action: Conduct a public hearing and follow with a motion to approve the ordinance.

- B. Ordinance No. 2700 Annexing a Portion of NW 18<sup>th</sup> Avenue (File No. ANNEX14-02)
  - 1. Details: Ordinance to approve the NW 18<sup>th</sup> Avenue Annexation is attached for review.

Department/Presenter: Phil Bourquin, Community Development Director Recommended Action: Approve the ordinance and direct staff to publish according to law.

#### IX. ADMINISTRATIVE SERVICES

- A. Resolution No. 1294 creating the position of Custodial Aide, and establishing a salary scale for the position.
  - Details: This resolution creates the position of Custodial Aide and sets the salary scale. Discussion regarding this position took place at the April 7<sup>th</sup> Council Workshop and was presented by Pete Capell.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director Recommended Action: Recommend Council adoption and authorization for the Mayor to sign the resolution.

- B. Camas Police Officers' Association (CPOA) Bargaining Agreement for the one year period beginning January 1, 2014, and ending December 31, 2014.
  - 1. Details: This topic has been previously discussed and guided by City Council and has been the subject of closed sessions on labor negotiations. CPOA has ratified the agreement.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director Recommended Action: Recommend Council adoption and authorization for the Mayor to sign the agreement.

#### X. PUBLIC COMMENTS

#### XI. ADJOURNMENT

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.



## CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, April 07, 2014 at 7:00 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

NOTE: There are two public comment periods included on the agenda. Anyone wishing to address the City Council may come forward when invited; please state your name and address. Public comments are typically limited to three minutes, and written comments may be submitted to the City Clerk. Special instructions for public comments will be provided at the meeting if a public hearing or quasi-judicial matter is scheduled on the agenda.

#### I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 7:00 p.m.

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan, Melissa

Smith, and Shannon Turk

Excused: Tim Hazen

Staff: Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Jennifer

Gorsuch, Roger Knapp, Mitch Lackey, Eric Levison, Robert Maul, and

Nick Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

### IV. PUBLIC COMMENTS

There were no comments from the public.

#### V. CONSENT AGENDA

A. Approved the minutes of the March 17, 2014, Camas City Council Meeting and the Work Session minutes of March 17, 2014

March 17, 2014, Camas City Council Meeting Minutes

March 17, 2014, Camas City Council Work Session Meeting Minutes

- **B.** Approved claim checks numbered 120530-120741, in the amount of \$631,155.69.
- C. Authorized the Mayor to sign a Memorandum of Understanding (MOU) with the International Association of Fire Fighters (IAFF) Local 2444 pertaining to a contract for service. The Interlocal Agreement (ILA) that provides for the 10 year contract for service between the cities of Camas and Washougal was approved by both Councils in December of 2013. One of the provisions of that ILA was that negotiations be undertaken with the IAFF Local 2444 to reach agreement on several provisions of the ILA that are "bargainable." Labor and management teams have met twice since the beginning of the year to finalize this MOU. The attached document is the result of these efforts. This topic was brought before Council at the March 17, 2014, Workshop, and was approved by the Washougal City Council at their March 24, 2014, Regular Meeting. (submitted by Nick Swinhart)

#### Memorandum of Understanding

D. Authorized the Mayor to sign a professional service contract with Abacus for an amount not to exceed \$5,000. Abacus will assist staff in the development of preventative maintenance standards and bid documents for HVAC maintenance at City facilities. This item was discussed at the March 17th workshop. (submitted by Eric Levison)

#### Abacus Professional Service Contract

E. Authorized the Mayor to sign the Department of Ecology (DOE) Stormwater Grant Agreement. This agreement with the Washington State DOE provides the terms for which the City will receive stormwater grant funding in the amount of \$2 million. This grant provides financial assistance for two City street improvement projects. Approximately \$1.1 million will be used to construct stormwater improvements on NW Friberg/Strunk Street. Approximately \$0.9 million will be used to reimburse the City for the recently purchased property that will be used to detain stormwater and enhance the stream channel for the NW 38th Avenue Phase 2 improvements. City expenditures for this grant are retroactive to July 1, 2013. (submitted by James Carothers)

#### DOE Stormwater Grant Agreement

F. Approved Pay Estimate No. 9 (final) for Project P-862 Lacamas Lake Lodge Building Improvements to JWC LLC in the amount of \$31,269.38 and accept project as complete. The pay estimate is for the work period ending March 31, 2014. (submitted by James Hodges)

#### Pay Estimate No. 9

G. Authorized the City Administrator to execute a lease agreement to lease building space at 605 NE 3rd Avenue in Camas. The City needs additional space for the Fire Marshals to work together. Staff is proposing to lease the space at 605 NE 3rd Avenue, which was formerly leased by State Farm. The building has two

offices for the Fire Marshals and a large open space at the entry. That space can be used for administrative support, file storage, layout tables and a conference table that can be used for overflow, when the conference rooms in City Hall are occupied. The lease is for five years, with an option to buy. The lease rate is \$1,475 per month and then increases as follows: Year 2 - \$1,525 per month, year 3 - \$1580 per month, year 4 - \$1,650 per month, and year 5 - \$1,710 per month. The first two months of the lease will be free. (submitted by Pete Capell)

Lease Agreement (attachment updated - April 7, 2014)

H. Authorized the Mayor to sign the Public Works Trust Fund (PWTF) Loan No. PC08-951-007 Completion Amendment. This loan funded much of the recent Waste Water Treatment Facility (WWTF) Improvements Project. These improvements are now complete and staff is processing the loan close-out documentation. The Department of Commerce requires that Camas execute the attached Completion Amendment for the \$10 million PWTF loan. (submitted by James Hodges)

PWTF Loan No. PC08-951-007 Completion Amendment

I. Authorized the Mayor to sign Amendment No. 1 to Grant Agreement No. G1200519 with the DOE for the vactor waste facility retrofit. This amendment extends the expiration date of the grant from December 31, 2013, to September 30, 2014. (submitted by Eric Levison)

Amendment No. 1

It was moved by Greg Anderson, seconded by Linda Dietzman to approve the Consent Agenda. The motion carried unanimously.

NOTE: Any item on the Consent Agenda may be removed from the Consent Agenda for general discussion or action.

#### VI. NON-AGENDA ITEMS

#### A. Staff

City Administrator Pete Capell stated that an Executive Session to discuss property acquisition needed to be added to the agenda.

#### B. Council

Anderson reminded Council that there will be a Freeholder's meeting at the Lacamas Lake Lodge on April 8th at 6:00 p.m.

#### VII. MAYOR

#### A. **Announcements**

Mayor Higgins informed Council that an Economic Development Incentive Committee Meeting will be scheduled in the near future.

#### B. National Library Week Proclamation

Proclamation >>

Mayor Pro-tem Steve Hogan read a proclamation declaring the week of April 13-19. 2014, as National Library Week.

#### VIII. **ADMINISTRATION**

#### A. Public Hearing Regarding the Creation of a Salary Review Commission

Details: The proposed Ordinance No. 2697 would create a Salary Review Commission that would establish the compensation for the Councilmembers and Mayor. Any increase or decrease in the salary established by the Commission shall become effective and incorporated in the City budget without further action of the City Council or the Commission.

Department/Presenter: Pete Capell, City Administrator

Ordinance No. 2697



Mayor Higgins opened and closed the public hearing at 7:07 p.m. as there was no one from the public wishing to give testimony.

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2697 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Greg Anderson that Ordinance No. 2697 be adopted and published according to law. motion carried unanimously.

#### IX. COMMUNITY DEVELOPMENT

A. Public Hearing Regarding a Moratorium on the Establishment, Location, Operation, Maintenance or Continuation of Marijuana Retail Sales Facilities, Manufacturing Facilities, and Growing Facilities within the City of Camas

Details: A public hearing was held to review and accept public comment on proposed Ordinance No. 2698 renewing and extending a moratorium established under Ordinance No. 2679 on the establishment, location, operation, maintenance or continuation of marijuana retail sales facilities, manufacturing facilities, and growing facilities asserted to be authorized or actually authorized under Washington Initiative Measure No. 502, or proposed Washington

Administrative Code Chapter 314-55, or any other laws of the State of Washington.

Department/Presenter: Phil Bourquin, Community Development Director and City Attorney Roger Knapp

Ordinance No. 2698 (attachment updated - April 7, 2014)

Bourquin noted that if Council adopts the ordinance, that the public hearing identified in the ordinance will be held on May 19, 2014.

Mayor Higgins opened and closed the public hearing at 7:11 p.m. as there was no one from the public wishing to give testimony.

It was moved by Greg Anderson, seconded by Shannon Turk that Ordinance No. 2698 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Don Chaney that Ordinance No. 2698 be adopted and published according to law. The motion carried unanimously.

B. Resolution No. 1292 to Establish a Reduced School Speed Zone on NW Dahlia Drive

Details: The School Zone Traffic Assessment and the proposed resolution were submitted for review for the establishment of a reduced school speed zone (20 MPH) on NW Dahlia Drive.

Department/Presenter: James Carothers, Engineering Manager

Resolution No. 1292

School Zone Traffic Assessment

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1292 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1292 be adopted. The motion carried unanimously.

#### X. ADMINISTRATIVE SERVICES

A. Resolution No. 1293 Creating the Position and Salary Scale for the Utilities Manager Position

Details: This resolution creates the position of Utilities Manager and sets the salary scale. This position is included in the 2014 Budget which has been approved by Council.

Department/Presenter: Jennifer Gorsuch, Administrative Services Director

Resolution No. 1293

It was moved by Linda Dietzman, seconded by Greg Anderson that Resolution No. 1293 be read by title only. The motion carried unanimously.

It was moved by Linda Dietzman, seconded by Shannon Turk that Resolution No. 1293 be adopted. The motion carried unanimously.

#### XI. FIRE

A. Ordinance No. 2699 to Adopt Changes to the Volunteer Firefighter and Reserve Police Officer Ordinance

Details: As part of the Interlocal Agreement (ILA) that provides for the contracting of fire and emergency medical services, Camas is required to make ordinance changes that will allow for volunteer firefighters to be reimbursed annually and for their participation in the State of Washington's Volunteer Firefighter Pension Program. The transition team decided that Camas should adopt, verbatim where possible, the current ordinance language that Washougal uses in relation to volunteer firefighters. The Washougal ordinance was taken to City Attorney Roger Knapp, who crafted the attached proposed ordinance in the appropriate format. This topic was brought before Council at the March 17, 2014, Workshop. Please note that the attached ordinance contains an additional change to the outdated police reservist ordinance that Council indicated they wished updated as well.

Department/Presenter: Nick Swinhart, Fire Chief

Ordinance No. 2699

It was moved by Don Chaney, seconded by Greg Anderson that Ordinance No. 2699 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Steve Hogan that Ordinance No. 2699 be adopted and published according to law. The motion carried unanimously.

#### XII. PUBLIC COMMENTS

There were no comments from the public.

## XIII. EXECUTIVE SESSION (added April 7, 2014)

## A. Property Acquisition

The meeting recessed at 7:35 p.m. for discussion about property acquisition for an estimated five minutes. No further action will be taken.

The meeting reconvened at 7:39 p.m.

### XIV. ADJOURNMENT

The meeting adjourned at 7:39 p.m., and Council went into a closed session to discuss labor negotiations.

#### XV. CLOSED SESSION

- A. Labor Negotiations
- NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

### Quick Preview of Agenda and Supporting Documents - Posted April 2, 2014

Council Agenda with Supporting D	ocuments 🗽	
Mayor		City Clerk



## CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, April 07, 2014 at 4:30 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

#### I. CALL TO ORDER

Mayor Scott Higgins called the meeting to order at 4:30 p.m.

#### II. ROLL CALL

Present:

Greg Anderson, Don Chaney, Linda Dietzman, Steve Hogan, Melissa

Smith, Shannon Turk

Excused:

Tim Hazen

Staff:

Phil Bourquin, Pete Capell, James Carothers, Leisha Copsey, Sherry Coulter, Mitch Lackey, Eric Levison, Robert Maul, Ron Schumacher, and

Nick Swinhart

Press:

Heather Acheson, Camas-Washougal Post Record

#### III. PUBLIC COMMENTS

There were no comments from the public.

Mayor Higgins announced that the fire department item will be moved up on the agenda prior to the special presentation.

#### IV. FIRE DEPARTMENT

#### A. Recognition of Fire Department Employee

Details: There was a formal recognition of Greg Weisser, who recently celebrated 30 years with the City.

Department/Presenter: Nick Swinhart, Fire Chief

#### V. SPECIAL PRESENTATIONS

#### A. Downtown Art Rehabilitation

Details: A presentation was given regarding the community effort to replace the missing book for the little girl statue located at Cedar and 4th Avenue.

Department/Presenter: Randy Curtis, Parks and Recreation Commissioner

#### Statue Photo

Curtis informed Council that the book will be unveiled on April 26th at 12:30 p.m.

#### VI. PUBLIC WORKS DEPARTMENT

#### A. Professional Service Contract (PSC) Amendment with OTAK

Details: The PSC with OTAK is for vactor facility improvement construction management services for an amount not to exceed \$21,706. This contract amendment will provide construction staking, material submittal review, required archeological monitoring, and overall project management for compliance with the Department of Ecology grant requirements. The original budget appropriation for this project was in 2013. A number of factors have contributed to delaying the project, including additional shoreline requirements not anticipated in the original scope, archeological concerns and Ecology requests for additional submittals. Finance will be re-appropriating 2014 budget authority in the upcoming omnibus package.

Department/Presenter: Eric Levison, Public Works Director

#### OTAK Professional Service Contract Amendment

This item will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### B. Declare Miscellaneous Items as Surplus

Details: Staff is requesting the following items be declared surplus: Equipment No. 212 - Ranger pickup; equipment No. 345 - all terrain mower; equipment No. 358, No. 377 and No. 381 - Crown Victoria's; sun exhaust gas analyzer SGA 9000 - City ID No. 00376; gas analyzer DGA 1000 - City ID No. 001149; miscellaneous car parts from police vehicles including partitions, and light bars; and obsolete two-way radio equipment.

Department/Presenter: Eric Levison, Public Works Director

This item will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### C. Professional Service Contract (PSC) Amendment with the FCS Group

Details: The PSC with the FCS Group is to evaluate the Sewer System Development Charge (SDC) for an amount not to exceed \$3,800. The amendment will provide for a technical memorandum on sewer SDC's as they relate to the Commercial I and Commercial II groups.

Department/Presenter: Eric Levison, Public Works Director

#### FCS Group Professional Service Contract Amendment

This item will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### D. Professional Service Contract (PSC) Amendment with AKS

Details: The PSC with AKS is to develop the second phase of the forest management plan for an amount not to exceed \$47,500. The second phase of the Jones/Boulder Forest Management Plan was scheduled for 2014. This contract amendment will provide for the boundary survey, harvest unit layout, road design, securing the Forest Practices Act (FPA) Permit and other permits as necessary, and bid documents for a 2014-2015 harvest.

Department/Presenter: Eric Levison, Public Works Director

#### AKS Professional Service Contract Amendment

This item will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### E. Miscellaneous and Updates

Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

Levison informed Council about an upcoming grant application by the Lower Columbia Fish Enhancement Group to restore portions of Jones Creek and Boulder Creek below the City of Camas water intakes. He added that he will sign an acknowledgement form and contribution form for their application. Any final action or commitment of funding will come back before Council for consideration if their grant application is approved.

#### VII. COMMUNITY DEVELOPMENT DEPARTMENT

#### A. Street Name Change from SE 20th Street to NW 38th Avenue

Details: In the spring of 2013 the City of Camas moved forward with the NW 38th Avenue/SE 20th Street extension roadway improvements, Project No. S-545. The project extended NW 38th Avenue out to SE 192nd Avenue in Vancouver. The project was completed in the fall of 2013. Currently SE 20th Street is not named in accordance with the City Street Naming Manual; it should be NW 38th Avenue.

Department/Presenter: Phil Bourquin, Community Development Director

Area Map

A public hearing will be scheduled for May 5, 2014, to consider an ordinance changing the name of that portion of SE 20th Street located within the City limits to NW 38th Avenue.

#### B. NW 18th Avenue Annexation (File No. ANNEX14-02)

Details: This annexation would bring into the City limits a portion of NW 18th Avenue right-of-way, also known as SE 40th Street, east of SE 201st Avenue near the western portion of property owned by Sharp. This right-of-way was not included in either property annexations of the adjacent properties to the north and south of NW 18th Avenue. There is no private property included in this proposed annexation. Clark County has quit claimed this right-of-way to the City of Camas. This annexation will ensure that the City of Camas has sole local agency jurisdiction over permitting, construction, and operations and maintenance of the NW 18th Avenue Bicycle and Pedestrian Improvements Project. The annexation area is identified on Exhibit "B" of the attached quit claim deed.

Department/Presenter: Phil Bourquin, Community Development Director

Quit Claim Deed

NW 18th Avenue Vicinity Map

A public hearing will be scheduled for April 21, 2014, to consider an ordinance for the NW 18th Avenue annexation.

#### C. Downtown Parking Advisory Committee

Details: Draft amendments to Camas Municipal Code (CMC) 2.88 and 10.08 establishing a Parking Advisory Committee and establishing a process for review of parking time limitations in the downtown core. As drafted, the Parking Advisory Committee would conduct public meetings to consider requests for changes in parking time limits in the downtown core and make a recommendation on any changes. If either the Parking Advisory Committee or City Engineer is not supportive of a change, the proposed change is not implemented. When both the Parking Advisory Committee and City Engineer support a proposed change, a resolution will be prepared for final approval by City Council. Both the Community Development Director and the City Attorney recommend Council taking the final action on approving any changes to the parking time limits based upon the following: 1) Revised Code of Washington (RCW) 46.90.010 - Adoption of Model Traffic Ordinance-amendments; and 2) Model Traffic Ordinance, Washington Administrative Code (WAC) 308-330-270 in part provides, "After an engineering and traffic investigation by the traffic engineer, the local authority may by resolution...(5) Prohibit, regulate, or limit, stopping, standing, or parking of vehicles on any highway at all times or during such times as shall be indicated by official traffic control devices.

Department/Presenter: Phil Bourguin, Community Development Director

#### Draft Camas Municipal Code 2.88

#### Draft Camas Municipal Code 10.08

A public hearing on this matter will be scheduled for the May 5, 2014, Council Meeting.

#### D. Dahlia Drive Reduced School Speed Zone

Details: Children attending Grass Valley Elementary School cross NW Dahlia Drive at NW 44th Avenue. The Camas School District hired Charbonneau Engineering to conduct a traffic study at NW 44th Avenue and Dahlia Drive. Charbonneau proposes a reduced school speed zone for this crossing. The study calls for a marked crosswalk across Dahlia Drive on the north side of 44th and a 600' long reduced school speed zone. Staff concurs with this proposal from Charbonneau Engineering. The Charbonneau study identified that there is no street light at the exact location of the intersection of 44th and Dahlia. Staff finds that the existing street lights 20 feet north and 35 feet west of the proposed crossing should provide ample illumination for the crosswalk. If approved, the school district will purchase the traffic signage and striping and the Camas Street Department will install the materials.

Department/Presenter: James Carothers, Engineering Manager

#### School Zone Traffic Assessment

Due to concerns from citizens and the request from the Camas School District to expedite the implementation of this school zone, the resolution for this request was placed on the April 7, 2014, Council Meeting Agenda for Council's consideration.

#### E. Department of Ecology Stormwater Grant Agreement

Details: This agreement with the Washington State Department of Ecology (DOE) provides the terms for which the City will receive stormwater grant funding in the amount of \$2 million. This grant provides financial assistance for two City street improvement projects. Approximately \$1.1 million will be used to construct stormwater improvements on NW Friberg/Strunk Street. Approximately \$0.9 million will be used to reimburse the City for the recently purchased property that will be used to detain stormwater and enhance the stream channel for the NW 38th Avenue Phase 2 improvements. City expenditures for this grant are retroactive to July 1, 2013.

Department/Presenter: James Carothers, Engineering Manager

#### DOE Grant Agreement

This agreement was also placed on the April 7th consent agenda in order to expedite DOE's reimbursement for the property purchase.

#### F. Public Works Trust Fund (PWTF) Loan No. PC08-951-007 Completion Amendment

Details: This loan funded much of the recent Waste Water Treatment Facility (WWTF) Improvements Project. These improvements are now complete and staff is processing the loan close-out documentation. The Department of Commerce requires that Camas execute the attached Completion Amendment for the \$10 million PWTF loan. Timely approval of this amendment will save Camas interest charges on the \$10 million, and will expedite the City's receipt of the remaining \$500,000 in loan funds.

Department/Presenter: James Carothers, Engineering Manager

PWTF Completion Amendment

The amendment was also placed on the April 7, 2014, Consent Agenda for Council's consideration.

## G. Project No. WS-729 and No. WS-714 Bid Opening

Details: This bid contract consists of work on two Camas projects. Project No. WS-729 is the relocation of a 16" diameter waterline under the Burlington Northern Santa Fe (BNSF) Railroad tracks. This main relocation is necessitated by the BNSF Railroad bridge project. Under the City's permit with BNSF, the City is responsible for the timely relocation of the water main and its associated costs. Due to unforeseen environmental challenges related to this work, the engineering estimate for this portion of work is over \$100,000 greater than the \$150,000 budgeted in 2014. Project No. WS-714 is part of a larger project to design and construct a STEP sewer main to the wastewater treatment plant. This work involves the installation of a new sewer main under the BNSF Railroad tracks near SE Polk Street. The engineering estimate for this work is approximately \$300,000. Project No. WS-714 is funded by a \$3.7 million PWTF loan. The contract bid opening is scheduled for April 15th.

Department/Presenter: James Carothers, Engineering Manager

The project bid award will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### VIII. POLICE DEPARTMENT

#### A. Interlocal Agreement to Participate in the Regional Major Crimes Team

Details: The Camas Police Department has participated in the Clark County Regional Major Crimes Team for many years. The interlocal agreement has been updated and contains some slight changes to investigative protocol. The Washington Cities Insurance Authority (WCIA) has reviewed the proposed interlocal agreement.

Department/Presenter: Mitch Lackey, Chief of Police

2014 Regional Major Crimes Team Interlocal Agreement

Regional Major Crimes Team Protocol

Regional Major Crime Team Interlocal Agreement Signature Pages

This item will be placed on the April 21, 2014, Consent Agenda to authorize the Mayor to sign the interlocal agreement.

#### B. Request to Conduct Raffle

Details: The City places certain regulatory controls over gambling activities, including raffles, in order to protect the public. These regulations are codified under CMC 9.20.090(b). Charitable organizations that wish to conduct a raffle are required to submit a written request to the Camas City Council. The Grass Valley Elementary School PTA has submitted a request and desires to hold a fund raising raffle during their 4th Annual Carnival & Silent Auction.

Department/Presenter: Mitch Lackey, Chief of Police

Email from Grass Valley PTA

This request will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### IX. CITY ADMINISTRATION

#### A. New Market Tax Credit Professional Services Agreement

Details: The Camas-Washougal Economic Development Association (CWEDA) is proposing to hire a consulting firm to assist with establishing a Community Development Entity (CDE). The CDE is a necessary organization for attracting New Market Tax Credits (NMTC) that can help bridge the financial gap in projects that otherwise would be infeasible to pursue. The firm will also prioritize potential projects to apply for NMTCs. A project will be identified and applied for in each of the partner jurisdictions, including one in the City of Camas. The establishment of the CDE will cost CWEDA \$87,500. The City of Camas' share is \$21,875. If approved by Council, the City's share of the NMTC will be added to the budget in the upcoming supplemental.

Department/Presenter: Pete Capell, City Administrator

NMTC Professional Service Agreement

Exhibit A - 2014 Consulting Agreement

This item will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### B. Agreement to Operate the Crown Park Pool

Details: The City is proposing to contract with Lacamas Swim and Sport to operate the Crown Park Pool. A draft agreement is attached. Lacamas Swim and Sport intends to open the pool Saturday, June 21st or earlier and run it through Labor Day. If the weather is suitable and the City has the pool ready, they will open as early as Memorial Day. In addition to lifeguards, Lacamas Swim and Sport intends to provide swim lessons, concessions and other activities at the pool. Compensation will be the revenue generated from entrance fees, swim lessons and concessions. If a profit is made, the City and Lacamas Swim and Sport will meet to determine how to invest the profits into the program.

Department/Presenter: Pete Capell, City Administrator

#### Draft Crown Park Pool Operating Agreement

This contract will be placed on the April 21, 2014, Consent Agenda for Council's consideration.

#### C. Miscellaneous and Scheduling

Details: Updates on Miscellaneous or scheduling items

Department/Presenter: Pete Capell, City Administrator

Capell informed Council that staff is pursuing hiring a developmentally disabled person to work 20 hours per week as a custodial aide at the Operations Center. He explained how this would work and stated that the creation of this new position would be brought forward to Council for consideration in the near future.

Capell stated that the creation of a Utility Manager position is on this evening's agenda for Council's consideration and if approved, that he would like a Council member to be on the interview panel. Council recommended Tim Hazen for this task.

Capell announced that the state auditors completed their audit and that he was pleased that there were no management letters or findings.

Capell also informed Council the one of the Municipal Court Clerks will be retiring next month. He met with the Clark County District Court Administrator, who is in support of Camas filling the vacancy. Capell explained why it would be beneficial to the City and that the creation of this new position would be brought forward to Council for consideration in the near future.

Chaney commented about the City's current rate structure for facility rentals and encouraged staff to review the current rates for citizens that live in Camas.

Mayor Higgins commented about Capell's first 90 days with the City.

#### X. COUNCIL COMMENTS AND REPORTS

Anderson gave Council a brief overview of the Fire Joint Policy Advisory Committee (JPAC) Meeting that he attended. He also attended the 1/2 day disaster plan training for leaders and stated that he enjoyed the Lacamas Lake Lodge dedication.

Smith informed Council that she was elected as the Vice-Chair for the Regional Transportation Council (RTC).

Turk commented about an article that she read recently in the paper about property taxes and the research that she did on a few homes in the Camas area.

Hogan gave Council a brief report about the Georgia Pacific Mill Advisory Committee Meeting that he attended. He also stated that there will be an event held on April 27th from 1pm to 4pm to clean up the downtown area.

Hogan also stated that he was pleased that the Annual Camas Patio, Plant and Garden Fair will once again be held in downtown Camas on May 10th.

#### XI. PUBLIC COMMENTS

Dave Sarchet, 223 NE 22nd Avenue, Camas, commented about videos that were taken of his family.

#### XII. ADJOURNMENT

The meeting adjourned at 5:34 p.m.

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

Quick Preview of Agenda and Supporting Documents - Posted April 2, 2014

Workshop Agenda with Supporting Documents

Mayor City Clerk		

#### NMTC PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into by and between the Port of Camas-Washougal (hereinafter referred to as Port), City of Camas (hereinafter referred to as Camas), City of Washougal (hereinafter referred to as Washougal), and Camas-Washougal Economic Development Association (hereinafter referred to as CWEDA) for professional services in the form of establishing a Community Development Entity (hereinafter referred to as CDE) that can further build community capacity and economic development efforts. This PSA is consistent with the Interlocal Agreement between Port, Camas, Washougal, and CWEDA.

- 1. Purpose. To retain consultant Pilot Management Resources LLC that will develop an organization (including a CDE) and resources necessary for attracting capital investment in areas of Camas and Washougal that are not presently receiving sufficient economic development. Formation of a CDE is a necessary prerequisite to applying for and obtaining New Market Tax Credits (hereinafter referred to as NMTC) that can help bridge the financial gap in projects that otherwise would be infeasible to pursue.
- 2. Scope of Work. CWEDA will serve as the lead agency coordinating the consultant work efforts on behalf of the other three parties. The specific scope of the consultant is set forth in the Services Agreement attached as Exhibit A.

#### 3. Compensation.

- a. Payment Schedule. The parties agree to a payment of up to \$87,500, which will be used exclusively for completing the consultant work as identified in Exhibit A. Each partner will pay a share of the total project costs commensurate with the funding allocations for CWEDA operations (all payment will be divided as follows: Camas 25%, Washougal 25%, and Port 50%). The funding will be disbursed as follows:
- b. Phase 1, Assisting with the feasibility analysis, will begin upon execution of this Agreement and the Services Agreement. The total cost for this phase will be \$12,500, of which \$5,000 will be paid upon execution of this agreement. The remainder of \$7,500 will be due upon completion of Phase 1.
- c. Phase 2, establishing and certifying a CDE, will commence: (1) at the completion of Phase I, and (2) upon agreement of the parties. The fee for Phase II is \$25,000.
- d. Phase 3 consists of developing a strategy for completing and filing a NMTC application. Phase 3 will commence only at the request and direction of the parties. The fee for completion of Phase 3 is \$50,000.

- 4. Term. The parties intend the maximum term of this Agreement to last though the completion of phase 3, which will provide the seed money necessary for completing the services outlined in Exhibit A. It is the intent of all parties that the CDE be self sufficient once the services in Exhibit A are completed. If the parties choose not to proceed with Phases 2 and/or 3, this agreement is terminated without further obligation beyond the funds necessary to complete Phase 1.
- **5. General Considerations.** CWEDA will keep the Port, Camas, and Washougal advised as to the status and progress of all matters. CWEDA will provide regular progress reports to the other parties. Files on "public" matters will be open for inspection by each of the three public partners at any reasonable time. CWEDA will make every effort to handle public matters promptly and efficiently according to established legal and ethical standards.

Dated:	April, 2014.	CWEDA A Washington State Non-Profit Corporation UBI#: 603-137-678
		By:
Dated:	April, 2014.	PORT OF CAMAS-WASHOUGAL A Municipal Corporation
		By: David Ripp (Executive Director)
Dated:	April, 2014.	City of Camas A Municipal Corporation
		By: Scott Higgins (Mayor)
Dated:	April, 2014.	City of WASHOUGAL A Municipal Corporation
		By: Sean Guard (Mayor)

#### MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT

## REGIONAL MAJOR CRIMES TEAM (RMCT)

Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office, La Center Police Department, Ridgefield Police Department, Skamania County Sheriff's Office, Vancouver Police Department, Washington State University Police Department, Washougal Police Department.

THIS MUTUAL AID LAW ENFORCEMENT ASSISTANCE AGREEMENT is entered into by and between the undersigned parties in order to provide for the establishment and support of a Regional Major Crimes Team, comprised of a call responsive investigative team. Except to the extent that this agreement provides an express condition to the contrary, all terms and provisions set forth in the Master Interlocal Mutual Law Enforcement Assistance Agreement previously executed by the parties are incorporated by reference and made a part of this agreement.

- 1. **Effective Date and Duration**. This Agreement shall be effective from the date the agreement is executed by at least two parties and shall renew automatically on the first day of each following January thereafter unless terminated in accordance with the provisions of the Master Agreement between the parties.
- 2. **Purpose and Function**. The purpose of the agreement is to provide for the cooperative and coordinated investigations of law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incidents special requests within Clark and Skamania Counties, as is authorized by RCW 39.34 and RCW 10.93.

Each Department should establish their own guideline as to when and if they will request assistance from RMCT. The involved agency may investigate the matter by itself or may seek aid from other agencies.

#### Definitions

- a. Law enforcement-involved fatalities or serious injury incidents:
  - 1. Intentional and unintentional shootings (OIS)
  - 2. Any fatal or critical injury to a person in law enforcement custody
  - 3. Serious assaults upon law enforcement or other law enforcement employee who are on-duty or are acting with a law enforcement purpose

- 4. Vehicular collisions involving fatality or critical injury that occurs as a result of use of force (i.e.: gunfire, intervention technique, police pursuit).
- b. Major crimes:
  - 1. Homicide
  - 2. Suspicious Death
  - 3. Infant Deaths
  - 4. Robberies with violent assaults
  - 5. Burglaries or home invasions with violent assaults
  - 6. Rapes
  - 7. Assault I with serious injuries
  - 8. Kidnap I (actual missing person)
- c. Other serious incident or special request:
  - 1. Officer involved Domestic Violence
  - 2. Any other sensitive or critical event involving a law enforcement employee where criminal conduct is a possibility to be investigated.
  - 3. Non-officer involved incident activation with agreement between command level personnel from the agency of jurisdiction and/or requesting agency and the participating agency agreeing to activate
- d. "Incident commander" means the Chief Law Enforcement Officer, or their designee, of the jurisdiction where the crime or investigation occurs.
- e. "RMCT supervisors" means the designated sergeant or commander of the Vancouver Police department detective unit and the designated sergeant or commander for the Clark County Sheriff's office detective unit or other agreed upon RMCT supervisor.
- f. "Investigative Team" means a contingent of specially trained and qualified detectives employed by participating agencies, assigned as members of the Regional Major Crimes Team, and tasked with responding to defined law enforcement-involved fatalities or serious injury incidents, major crimes, or other serious incident special request at the request of the participating agency with primary geographic or territorial jurisdiction.
- g. Primary jurisdiction" means the agency with primary territorial jurisdiction as defined in RCW 10.93.020. In the event that a law enforcement-involved fatality or serious injury incident, major crime, or other serious incident – special request occurs in or across two or more territorial jurisdictions, primary jurisdiction may be assigned by agreement of the affected agencies.

- h. "Regional Major Crimes Team" ("RMCT") means all investigators and supervisory personnel assigned by participating agencies to the team.
- 4. **Special Training**. In addition to the minimum training set forth in section 6-d of this agreement, the Regional Major Crimes Team shall undertake, on a regular and recurring basis, investigative tactics such as evidence collection, report writing, search warrant and arrest warrant affidavit training. The training will be provided by the member's parent agency and/or cost for such training will be paid by the member's agency.
- 5. Activation and Control of Regional Major Crimes Team.
  - a. Activation. Upon the commission of a crime, law enforcement-involved fatality or serious injury incident, or other serious incident special request that would qualify for the activation of the RMCT, the chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative, is empowered to request assistance by notifying CRESA to summon contact with the RMCT supervisors. The RMCT supervisor for the incident will be determined by type of incident and the jurisdiction where the incident occurs.
  - b. Any law enforcement-involved fatality or serious injury incident as defined in section 3-aof this agreement that occurs within the city limits of Vancouver will be the responsibility of the Clark County Sheriff's detective supervisor. Any such incidents occurring outside the city limits of Vancouver, involving a Clark County Sheriff's employee, will be the responsibility of the RMCT supervisor of the Vancouver Police Major Crimes Unit. Any activation of RMCT for an employee-involved fatal or critical incident that occurs in the jurisdiction of participating agency will be the responsibility of a CCSO, VPD or other agreed upon RMCT supervisor. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. The RMCT supervisor may activate the number of team members he or she feels is required to start the investigation. In doing so, the RMCT shall respond to its fullest ability without compromising the ability and resources of member agencies to maintain a reasonable level of service within their own iurisdiction.
  - c. Any major crime as defined in section 3-b of this agreement that occurs within the city limits of Vancouver will be the responsibility of the Vancouver Police detective supervisor. Any major crime outside of the Vancouver city limits will be the responsibility of the Clark County Sheriff's detective supervisor or other agreed upon RMCT supervisor. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. The

RMCT supervisor may activate the number of team members he or she feels is required to start the investigation. In doing so, the RMCT shall respond to its fullest ability without compromising the ability and resources of member agencies to maintain a reasonable level of service within their own jurisdiction.

- d. Any other serious incident or special request as defined in section 3-c of this agreement will be evaluated by the agency of jurisdiction or requesting agency. The agency of jurisdiction or requesting agency will contact other participating agency command personnel who will evaluate the request and will make the decision if the team should be activated. The agency of jurisdiction incident commander and the RMCT supervisor will evaluate the situation, considering the need for and availability of tactical, forensic and support resources. If the requesting agency does not agree with a decision to not activate the team, the requesting agency chief may contact the host agency head to overrule the decision.
- e. Supervision and Control. The chief law enforcement officer of the agency with primary jurisdiction, or his or her authorized representative, shall act as the incident commander for the duration of the investigation and shall provide general support to the RMCT. The agency of jurisdiction investigation commander will coordinate RMCT activity with the RMCT supervisor to achieve mutually desired results. The RMCT supervisor shall retain full tactical authority to assign, deploy, or initiate action by RMCT personnel and may withdraw RMCT personnel or request that personnel from other agencies avoid or discontinue activities which, in his or her discretion, will compromise or hinder the effective performance of the RMCT.
- f. Media Relations. The media contact person's duties shall be coordinated with the Chief of Police or Sheriff of the venue agency, the incident Commander, the RMCT supervisor, any investigator/s involved in the internal/administrative investigation, and the Prosecuting Attorney of venue.
  - 1. The public's right to know what occurred must be balanced with the investigative process and the rights of involved individuals.
  - 2. If possible, the identity of any involved employee should be withheld from the media for approximately 48 hours following the incident.
    - a. A 48 hour release policy for all parties involved in a shooting, to include the individual shot, is recommended to allow for notification to families and arrange for temporary, secure accommodations if they fear threats or retaliation may follow. The 48 hour release policy also provides the department sufficient time to properly notify the family of the individual shot.

- 3. Prior to the identity being released, the involved employee should be notified.
- **Organization**. No separate legal or administrative entity is created by the RMCT agreement and this agreement does not effect the organization or functions of the parties, except as provided below:
  - a. Team Structure. A minimum of two sergeants will be assigned to the team, one sergeant from the Clark County Sheriff's Office and one assigned from Vancouver Police Department and other participating agency as long as assigned to agency units.
  - b. Rotating Administrative Oversight. Operational administration shall rotate yearly (between the Vancouver Police Department and the Clark County Sheriff's Office) to lead and host team trainings, (collect team data), organize monthly meetings and organize contacts with other groups. Individual agency cost analysis will be done by each participating agency.
  - c. Assigned Investigators. A roster of assigned investigators will be prepared by the Clark County Sheriff's Office and the Vancouver Police Department, one or more assigned by the Chief of the Camas Police Department, and one or more each assigned at the sole discretion of the Chiefs of the Battle Ground, La Center, Ridgefield, Washougal and Washington State University Police Departments and the Skamania County Sheriff.
  - d. Selection of Team Members. Each participating agency shall have primary responsibility for the assignment of its personnel to the Regional Major Crimes Team. This agreement contemplates commitments of a recommended minimum of four (4) years to the investigative team. This interlocal agreement contemplates willingness and demonstrated interest and ability. The following minimum training requirements and demonstrated ability will be satisfied within 12 months of the initial assignment of personnel, at the expense of the assigning agency.
    - 1. Basic Homicide Investigation school
    - 2. Basic Reid Interviewing or equivalent
    - 3. Willingness and ability to work as a team member
    - 4. Good writing skills documented by sample reports
    - 5. Demonstrated interest in investigations by report samples and work experience; and
    - 6. Ability to complete complex investigation in follow-up to the primary RMCT investigation.
  - e. Removal from RMCT. A member of the team may be recalled at any time by the member's employing agency.

- f. Other Participation. Member departments may choose to contribute to the RMCT by supplying personnel other than investigators.
  - 1. Support staff may be provided to do transcription of tapes
  - 2. Uniformed personnel may be provided when needed to guard crime scenes or provide crime scene security
  - 3. Other types of personnel contribution can be negotiated with the host agency
- 7. **Budget and Finance**. The parties agree to budget and finance provisions for costs incurred by or in connection with the operations of the Regional Major Crimes Team (RMCT) in the following particulars:
  - a. All costs shall be incurred by individual contributing agencies for the first three days of an investigation where the RMCT is activated. Agencies involved in a prolonged investigation, more than three-day duration, will meet and decide agency allocation of costs. Those agencies not in agreement with this decision may withdraw from the investigation.
  - b. Each individual agency shall maintain a tracking of direct and other costs. This data shall be used to calculate a year-end cost of RMCT services.
  - c. Costs are to be calculated as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
- 8. **Policy Development and Review.** A policy group made up of a representative from each participating agency will coordinate the development of policies applicable to the Regional Major Crimes Team, subject to review and approval by all participating agencies. At a minimum, such policies shall address:
  - a. Designation of agency of primary responsibility for each investigation;
  - b. Media relations;
  - c. Duration of RMCT activation; and
  - d. Yearly review of the RMCT and this Agreement to determine if the unit is meeting the needs of the agencies involved and the community.

Following policy ratification, the policy group shall forward copies of all policies to all participating agencies for inclusion into their respective department manuals.

- 9. Law Enforcement Council (LEC) responsibilities:
  - a. The LEC is responsible for an annual review of the team's performance;

- b. The LEC is required to recommend policy changes and changes to the agreement to the LEC. (ONLY changes to the agreement that do not affect an individual agencies staffing or resource allocation can be made to the agreement by an LEC vote.)
- c. Any changes to the policy of the RMCT shall be approved and ratified by a majority vote of the LEC where two-thirds of the membership is present.
- 10. **Liability and Hold Harmless.** Liability and indemnification shall be as spelled out in the Master Interlocal Mutual Law Enforcement Assistance Agreement.
- 11. **Policy and Discipline.** Each officer assigned to the RMCT is required to follow the written policy of the agency which commissioned him or her as to their conduct as a law enforcement officer and the commissioning agency shall be responsible for any disciplinary action to be taken against said individual for a breach of policy.
- 12. **Administrative Process.** The Administrative Investigation Team for the involved agency is not bound by some of the same investigative restrictions that apply to RMCT criminal investigators. The employer employee relationship and the personnel rules affecting administrative process is guided by the commissioning agency's local contracts, Civil Service provisions, and policy / procedures.
- 13. **Case Review.** Either the incident commander and/or the RMCT supervisor are responsible for reviewing all cases investigated by the RMCT and shall review all submittals to prosecuting authorities requesting charges.
- 14. **Dispute Resolution**. Any disputes that arise from the engagement of the major crimes team that cannot be resolved through the incident command, chain of command, shall be forwarded through to the Chief Law enforcement officer for the agency of jurisdiction and the Chief Law enforcement officer for the major crimes team.
- 15. **Termination and Disposition of Property**. Any party may terminate participation hereunder by providing 90 days prior written notice to the other parties.
- 16. **Choice of Law**. The parties agree that, in connection with their activities under this Interlocal Agreement, they shall comply with all applicable federal, state and local laws or regulations and, further, that this Interlocal Agreement shall be construed according to the laws of the State of Washington.

# REGIONAL MAJOR CRIMES TEAM PROTOCOL FOR THE CRIMINAL INVESTIGATION OF EMPLOYEE-INVOLVED SERIOUS INJURY OR FATAL INCIDENTS

Battle Ground Police Department, Camas Police Department, Clark County Sheriff's Office, La Center Police Department, Ridgefield Police Department, Skamania County Sheriff's Office, Vancouver Police Department, Washington State University Police Department, Washougal Police Department.

#### 1. Purpose:

The investigation of incidents involving serious injury or death inflicted by or upon police employees in the exercise of their official duties requires a concerted and coordinated approach between participating law enforcement agencies and the county Prosecuting Attorney's Office of venue. The need to perform a complete, thorough, and impartial investigation under close public scrutiny without unnecessary infringement on the rights of those involved necessitates a comprehensive, pre-planned procedure. It is the intent that this protocol be employed when a participating law enforcement agency employee or employees is/are involved in a serious injury or fatal incident, as defined in section 3 of this protocol. The success of such investigations will be enhanced with the approval and sanctioning of all involved agencies as to the procedures guiding these investigations where the role of each participant is well-defined.

#### 2. Effect of Protocol:

This protocol represents an agreement among participating agencies concerning the manner in which law enforcement employee-involved fatal or serious injury incidents are investigated. It is anticipated that each incident involves unique circumstances and flexibility must be allowed for minor modifications. It is the intent of this protocol that necessary accommodations may occur to meet the terms of labor agreements or contracts of individual agencies. This protocol is not a statute, ordinance, or regulation, and it is not intended to increase the civil or criminal liability of member agencies or their employees. This protocol shall also not be construed as creating any mandatory obligations to, or on behalf of, third parties. This agreement shall serve as a guideline, in concert with the Regional Major Crimes Team Agreement, for the activation of the RMCT to investigate employee-involved fatal and/or serious injury incidents, and for the thorough and impartial investigation of such incidents.

#### 3. Definitions:

Employee—Involved Fatal or Critical Incidents: Incidents occurring in Clark or Skamania Counties involving two or more people, in which a law enforcement officer is involved as an actor, victim, custodial officer, or where a fatal or critical injury occurs based on actions taken. Examples of such incidents include:

- Intentional and unintentional shootings (OIS)
- Intentional and unintentional use of any other dangerous or deadly weapons
- Serious assaults upon law enforcement or other agency employees who are on-duty or are acting with a law enforcement purpose
- Any fatal or critical injury to a person in police custody
- Any fatal or critical injury to a person who is a passenger of a law enforcement officer (citizen ride-a-long, emergency transport)
- Vehicular collisions specifically including any vehicle fatality or critical injury that
  occurs as a result of use of force (enforcement intervention techniques such as ramming,
  roadblocks, or forcing a vehicle to alter its course by cutting in front of it or by contact).
  This protocol would <u>not</u> apply to vehicular collisions where the only injury is suffered by
  a law enforcement officer who was the sole occupant of a vehicle that was not involved
  in a collision with any other occupied vehicle
- Employee-involved serious injury or fatal incident, either to themselves or another.

Actor: A person, including a supervisor who issues an order, whose act is a "proximate cause" of a fatal or critical injury to another person, or a person who intends that his or her act be a "proximate cause" of serious bodily injury or death to another person who is actually seriously injured or killed by another.

<u>Administrative/Internal Investigators</u>: Investigators who have been assigned by the venue agency to conduct the investigation and review of the incident in terms of compliance with department policy and procedures.

<u>Criminal Investigators</u>: Investigators assigned per the Regional Major Crimes Team Agreement to conduct the criminal investigation of the incident.

Fatal or Critical Injury: Death or such severe injury that death is likely to result.

<u>Law Enforcement Employee and Agent</u>: This protocol applies to staff of all law enforcement agencies listed as parties to the Regional Major Crimes Team Agreement, whether on duty or off - duty, and to informants when they are working under the direct control and supervision of a certified law enforcement officer.

<u>Proximate Cause</u>: A cause which, in a natural and continuous sequence, produces a fatal or critical injury.

<u>Venue Agency</u>: The agency with primary geographical jurisdiction over the incident. The venue agency will have the primary responsibility for media relations and incident command.

<u>Victim</u>: The person who is injured or killed by the act of the actor, whether intentional or not. For purposes of this document only, the word "victim" does not imply the existence of criminal liability; it is used simply to designate the person who is physically harmed.

#### 4. Determination of Venue:

When an incident occurs, in part, in two or more jurisdictions, each jurisdiction is a venue agency. When an incident occurs on the boundary of two or more jurisdictions, or at a location where the relevant boundary is not readily ascertainable or is in dispute, the venue agency shall be:

- The employer agency if the actor is employed by either of the boundary agencies.
- Both boundary agencies if the actors are employed by both.
- The agency having the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the termination of the incident.

For custodial deaths, the agency having custody of the person at the time his/her distress was first discovered is the venue agency. Also, a venue agency is the agency within whose jurisdiction any serious injury or fatal act was inflicted.

• If the conduct resulting in the serious injury or fatality was apparently criminal, the lead venue agency is the one within whose geographical jurisdiction the act occurred. If there is apparently no criminal conduct involved, the lead venue agency is the one having custody of the injured/deceased when distress was first discovered.

Certain circumstances or multi-agency law enforcement operations may result in special venue and/or control situations; refer to RMCT Agreement Section 5.

• When joint venue exists, the lead venue agency may abdicate its responsibility to the other agency or agencies by mutual agreement at the level of Assistant Chief or above. Chief or Sheriff.

#### 5. Activation of Protocol:

Activation of the Regional Major Crimes Team, in the event of an employee-involved serious injury or fatal incident, will follow procedures specified in Section 5 of the RMCT Agreement, as follows. The chief law enforcement officer of the agency of jurisdiction, or his or her authorized representative, is empowered to request assistance by notifying CRESA to arrange contact with the appropriate RMCT supervisor/s. Any activation of RMCT for an employee-involved fatal or critical incident that occurs within the city limits of Vancouver will be the responsibility of the RMCT supervisor of the Clark County Sheriff's Major Crimes Unit. Any incident outside the city of Vancouver, involving a Clark County Sheriff's employee, will be the responsibility of the RMCT supervisor of the Vancouver Police Major Crimes Unit. Any activation of RMCT for an employee-involved fatal or critical incident that occurs in the jurisdiction of participating agency will be the responsibility of a CCSO, VPD or other agreed upon RMCT supervisor. The incident commander of the venue agency, along with the RMCT supervisor, will evaluate the situation, considering the need for and availability of tactical,

forensic and support resources. The RMCT supervisor will activate the number of team members he or she feels is required to begin the investigation.

Supervision and control of the investigation of employee-involved serious injury or fatal incidents will be in accordance with Section 5 of the RMCT Agreement, which reads, in part, as follows: The chief law enforcement officer of the agency with primary jurisdiction (venue agency) or his or her authorized representative, shall act as the incident commander for the duration of the investigation and shall provide general support to the RMCT. The agency of jurisdiction (venue agency) investigation commander (incident commander) of the venue agency will coordinate RMCT activity with the RMCT supervisor to achieve mutually desired results. The RMCT supervisor shall retain full tactical authority to assign, deploy, initiate, or discontinue action by RMCT personnel.

#### 6. Investigative Team Composition and Duration:

As outlined above, any employee–involved serious injury or fatal incidents that occur within the city limits of Vancouver will be the responsibility of the RMCT supervisor of the Clark County Sheriff's Major Crimes Unit. Any such incidents occurring outside the city limits of Vancouver, involving a Clark County Sheriff's employee, will be the responsibility of the RMCT supervisor of the Vancouver Police Major Crimes Unit. Any activation of RMCT for an employee-involved fatal or critical incident that occurs in the jurisdiction of participating agency will be the responsibility of a CCSO, VPD or other agreed upon RMCT supervisor. Due to the potential sensitivity of such investigations, the RMCT supervisors, in conjunction with the investigations or other incident commander, will coordinate the deployment of appropriate investigative resources to effectively allow for teaming investigators in a manner that provides both the appearance and the reality of a thorough, fair, comprehensive and professional effort that is objective and free of conflicts of interest. This will be accomplished by teaming investigators and forensics specialists from the venue agency with investigators from other participating agencies whenever possible.

It will be the responsibility of the RMCT supervisor to establish liaison with the Prosecuting Attorney's Office of jurisdiction in the event of an employee-involved serious injury or fatal incident. The Clark County Prosecuting Attorney's Office maintains an "on-call prosecutor" for such events. It is recommended that prosecutorial staff respond to the scene of such incidents to personally observe conditions at the scene and to avail themselves for advice to investigators, if necessary.

Investigators assigned from other agencies to the RMCT or venue agency will be available as part of the concerted operation for the first three days of the investigation. Agencies involved in a prolonged investigation of more than three-day duration will meet and decide agency allocation of costs. Investigators assigned from other agencies may continue with the investigation upon mutual agreement of the RMCT or venue agency and the investigator's employing agency.

Expenses and administrative responsibilities are outlined in Section 7 of the RMCT Agreement. Overtime expenditures, per diem expense, and other typical operating expenses such as salary and equipment are the responsibility of the investigator's employing agency for the first three

days of an investigation. Administrative responsibilities, other than scheduling, will be the responsibility of the investigator's employing agency. Case expenses such as records research and retrieval fees, informant expenses, and evidence processing expenses will be the responsibility of the venue agency.

#### 7. Rules and Procedures:

Actions of the first supervisor arriving at the scene of an officer-involved serious injury or fatal incident will directly influence the quality of the investigation to follow. The preservation of evidence through crime scene protection, identification of witnesses, and ensuring the Constitutional rights of everyone directly and peripherally involved begin with the efforts of the on-scene supervisor. The patrol supervisor checklist relieves the supervisor from the need to remember an important, lengthy list of actions and steps while involved in a stressful situation. The checklist will also guide needed steps to maintain the quality of the subsequent investigation. The checklist is included as an addendum (Section 18) to this document.

The Regional Major Crimes Team will be responsible for conducting the on-scene and follow-up investigation of employee-involved serious injury or fatal incidents. This may include the performance of numerous tasks listed in the "Patrol Supervisor Checklist," depending on the ready availability of investigators to respond to the scene of any such incident. It is recommended that uninjured, involved employees NOT be driven to a precinct or other facility when RMCT investigators response times are reasonable. For the purposes of this section, a reasonable response time may be within two hours. If it is necessary to remove involved employees or witnesses from the scene, notify the RMCT supervisor of the location they are transported to. Involved, uninjured employees should still be separated, and removed from the immediate incident scene while shielding them from the media and/or curious onlookers. Each sequestered employee should be assigned an uninvolved officer. During this period of time the incident should not be discussed except as authorized by legal defense counsel, peer support, authorized union communication and/or incident command relating to the public safety statement or criminal investigation. Responding investigators can then assist the patrol supervisor with numerous tasks relating to the crime scene/s, witnesses, and the involved employee/s (photo and protect fragile evidence; locate, identify and interview witnesses; conduct the scene walkthrough with involved employee/s; seize and replace weapons as necessary; etc.)

The Regional Major Crimes Team supervisor will coordinate the team's response based upon initial information received from the on-scene supervisor and/or incident commander from the venue agency. Factors that must be considered in determining necessary personnel include, but are not limited to:

- Number of crime scenes and the extent of the scene/s
- Number of personnel involved
- Location and setting
- Time of day
- Number of witnesses or potential witnesses

A <u>minimum</u> of one RMCT supervisor, two investigative teams (minimum four investigators), and two crime scene evidence investigators (one primary and one assistant) should respond to

any police employee-involved serious injury or fatal incident. Ideally, all RMCT personnel should convene at the incident command post for a briefing with the on-scene supervisor and/or incident commander and designation of assignments. Incidents involving multiple crime scenes and/or actors transported to a hospital may require personnel to respond to various locations. In such cases, the RMCT supervisor will brief those investigators as soon as is practical following the command post briefing. A checklist to assist the supervisor of the Regional Major Crime Team with employee-involved serious injury or fatal incident investigations is included as an addendum (Section 18) to this document.

#### 8. Scene Walk-Thru for Involved Agencies:

If requested by the involved agency's Chief or Sheriff, arrange for a walk-thru of the scene. This will only take place upon completion of the crime scene processing and evidence collection, just prior to the scene being turned back over to a responsible party or released. Involved officers and witnesses will not participate in this administrative walk-thru. The lead detective and lead supervisor will participate in this walk-thru.

#### 9. Interviewing Police Employees:

Law enforcement employees interviewed regarding fatal or critical incidents in which they are involved will be considered witnesses unless circumstances dictate otherwise. Miranda warnings are only applicable if, or when, the interview becomes a custodial interrogation. Interviews of all witnessing employees and acting employees will be conducted separately and all interviews should be audio recorded. Law enforcement employees have the same rights and privileges as other citizens in regard to interviews, including the right to representation. If the representative is not an attorney (or another person with a statutorily recognized privilege) the content of private conversations between the employee and the representative may not be privileged. It is recommended and supported by research that, in order to obtain the highest quality statement from involved employees, investigators should wait a minimum of forty-eight (48) to seventy-two (72) hours before conducting the interview.

As with any other investigative interview, eliminate all background noise and ensure that only one person speaks at a time. The interview should be conducted in a formal, professional manner and the content should be void of humor, derogatory comments and disparaging remarks. The ideal interview is conducted in five stages:

- 1) The introduction: Recordings of any statements require an opening statement including the date and time, location of the interview, persons present, the case number or description of the incident being discussed, and an acknowledgment by the interviewee that s/he consents to the recording.
- 2) A declaration of the purpose: The employee should be advised that this is a criminal investigation and his/her status (witness, involved, etc...). The employee should also be advised that s/he is free to leave at any time. Miranda warnings, if appropriate, would be given at this point. The employee's ability and preparedness in providing a comprehensive statement should also be addressed.

- 3) Background information on the employee: This includes basic information about the employee, how long s/he has served, prior service with other agencies, and prior military service. Information regarding the incident should also be covered, to include call sign, uniform status, equipment carried, details about weapons carried (including back-up weapons and long guns), how magazines are loaded (number of rounds), etc. The health and mental status of the employee should also be covered.
- 4) The employee's statement: The employee is asked to create a comprehensive picture of the scene that will allow evaluators of the force response to understand what the employee saw and perceived to be a threat and why he or she responded with deadly force. The employee should be asked to provide a step-by-step account of the incident, followed by clarifying questions. The employee's emotional response to the subject's actions is important to the investigative process. The employee's fears and beliefs of vulnerability are vital in assessing the reasonableness of his/her force response.
- 5) The conclusion: The interviewers provide the employee an opportunity to add any information that may have been missed in the body of the interview or that s/he suddenly remembered. The conclusion also should include the date and current time, persons present at the conclusion, and a confirmation that the interview was recorded with the consent of the employee.

Internal affairs investigators conducting the administrative investigation may also be present during the "criminal investigative interview" to avoid multiple interviews of involved law enforcement employees. If the employee invokes his/her rights at any time during the interview, the criminal interview is over. Criminal investigators must discontinue the interview and leave the room.

When the Administrative Investigation is conducted, the administrative investigators should then provide the employee with the <u>Garrity</u> admonishment if the employee is interviewed, ordering the employee to cooperate fully with the investigation. Details of the interview conducted after the <u>Garrity</u> admonishment may not be shared with criminal investigators nor can the information be used in any criminal proceedings against the interviewee. Administrative process is guided by the commissioning agency's local contracts, civil service provisions, and policy / procedures (RMCT Agreement section 12).

#### 10. Intoxicant Testing:

Police employees have the same rights and privileges that any civilian has in regard to testing for intoxicants. Employees involved in serious injury or fatal incidents should be offered the opportunity to voluntarily provide blood and/or urine samples for intoxicant testing.

Internal administrative policies and bargaining agreements of the employing agency will dictate the process and procedure for mandatory intoxicant testing of any police employee involved in a serious injury or fatal incident. Administrative order for intoxicant testing will come from the employer agency not criminal investigators.

# 11. Report Writing:

Responding personnel entering the perimeter of the crime scene, criminal investigators and crime scene technicians will write reports documenting and detailing their participation in the investigation. Investigators assigned as a team should allocate and divide the responsibilities for documenting interviews and observations during the course of the investigation. Actor employees should <u>not</u> be required to submit written reports. Their actions will be documented during interviews with investigators from the Regional Major Crimes Team. Witness employees may be required to write a report detailing the circumstances of their involvement or participation in the investigation. Witness employees may be interviewed further about their actions and observations. All other personnel shall submit written reports detailing their involvement or participation in the investigation.

# 12. Access to Reports and Evidence:

All materials created or collected as a result of the criminal investigation, including evidentiary documentation, will be made available as timely as is possible to agencies involved in the investigation, including the administrative (internal) investigators. Release of any materials pertaining to the investigation should be coordinated with, and approved by, the Prosecuting Attorney of venue. Investigative materials would include all reports or other documentation gathered, photographs, diagrams, video tapes, audio recordings, and items of physical evidence.

# 13. Evidence Storage/Retention:

The release of any items seized as evidence during the course of an employee-involved serious injury or fatal incident investigation shall only occur upon approval of the Prosecuting Attorney of venue, or his/her designee. When the Prosecuting Attorney concludes that physical evidence collected by criminal investigators is no longer needed for the criminal aspect of the incident, the venue agency shall be notified of that decision and will assume responsibility for the preservation or release of evidentiary items as it desires.

No evidence shall be released or destroyed without consent or agreement of all agencies involved, including venue agency prosecutorial authority and the venue and/or employer agency's civil attorneys.

### 14. Case Review.

Either the incident commander and/or the RMCT supervisor are responsible for reviewing all cases investigated by the RMCT and shall review all submittals to prosecuting authorities requesting charges.

# 15. Case Overview Meeting:

Case overview meeting may be conducted upon the request of the Sheriff or Chief of Police of any involved jurisdiction. The overview is intended to brief the involved agency's command staff and legal department on what occurred during the incident, what investigative steps were

undertaken. The lead investigator and supervisor will be responsible for presenting to the involved agency's command staff. Involved officers will not be present for the case overview meeting.

### 16. News Media Relations:

Any media releases regarding employee-involved serious injury or fatal incidents will follow guidelines established in the Regional Major Crimes Team Agreement (Section 5f). Media releases will be the responsibility of the venue agency. The department's Public Information Officer (or a designee) who has an established relationship with the media should be utilized for all releases of information. The media contact person's duties shall be coordinated with the Chief of Police or Sheriff of the venue agency, the Incident Commander, the RMCT supervisor, any investigator/s involved in the internal/administrative investigation, and the Prosecuting Attorney of venue. The public's right to know what occurred must be balanced with the investigative process and the rights of involved individuals. Care must be taken to ensure that misleading, erroneous, or false statements are not made. If possible, the identity of any involved employee should be withheld from the media for approximately 48 hours following the incident. A 48 hour release policy for all parties involved in a shooting, to include the individual shot, is recommended to allow for notification to families and arrange for temporary, secure accommodations if they fear threats or retaliation may follow. The 48 hour release policy also provides the department sufficient time to properly notify the family of the individual shot. Prior to the identity being released, the involved employee should be notified.

# 17. Dispute Resolution:

Any disputes that arise from the engagement of the major crimes team that cannot be resolved through the incident command shall be forwarded through to the Chief Law enforcement officer for the agency of jurisdiction and the Chief Law enforcement officer for the major crimes team.

# 18. Addendum

- 1) Patrol Supervisor Checklist
- 2) Public Safety Statement (Patrol supervisor documents statement and provides it to RMCT supervisor)
- 3) Patrol Supervisor Critical Incident Worksheet (Patrol supervisor completes Worksheet and provides it to RMCT supervisor)
- 4) RMCT Supervisor Checklist
- 5) Command Checklist

# CITY OF BATTLE GROUND, WASHINGTON

John M. Williams, City Manager	_
Date:	
D. I. Dishoulous Delise Chief	
Bob Richardson, Police Chief  Date:	
	Approved as to form:
Kay Kammer, Clerk	Brian Wolfe, City Attorney

Address for Notice:

Bob Richardson, Police Chief Battle Ground Police Department City of Battle Ground 507 SW 1<sup>st</sup> Street Battle Ground, WA 98604

# CITY OF CAMAS, WASHINGTON

Scott Higgins, Mayor	
Date:	
Mitch Lackey, Police Chief	<u></u>
Date:	Approved as to form:
	Approved as to form
Clerk	Roger Knapp, City Attorney

Address for Notice:

Mitch Lackey, Police Chief Camas Police Department City of Camas 2100 NE Third Avenue Camas, WA 98607

CLARK COUNTY SHERIFF	BOARD OF COUNTY COMMISSIONERS, Clark County, Washington
Garry E. Lucas, Sheriff	Tom Mielke, Commissioner
Date:	David Madore, Commissioner
Approved as to form: TONY GOLIC Prosecuting Attorney	Steve Stuart, Commissioner ATTEST:
Senior Deputy	Scott Weber, Clerk to the Board
Address for Notice: Garry E. Lucas, Sheriff Clark County Sheriff's Office PO Box 410 Vancouver, WA 98666	

# CITY OF LA CENTER, WASHINGTON

La Center, WA 98629

Jim Irish, Mayor	
Date:	
Marc Denny, Police Chief	
Date:	
	Approved as to form:
Clerk	City Attorney
Address for Notice:  Marc Denny, Police Chief  La Center Police Department  City of La Center  105 W 5 <sup>th</sup> Street	

# CITY OF RIDGEFIELD, WASHINGTON

Lee Knottnerus, Acting City Manager & Clerk	
Date:	
Carrie Greene, Police Chief	
Date:	Approved as to form:
	Janean Parker, City Attorney

Address for Notice:

Carrie Greene, Police Chief Ridgefield Police Department City of Ridgefield 115 N 3<sup>rd</sup> Avenue Ridgefield, WA 98642

SKAMANIA COUNTY SHERIFF	BOARD OF COUNTY COMMISSIONERS, Skamania County, Washington				
David S. Brown, Sheriff	Chris Brong, Chair				
Date:	Doug McKenzie, Commissioner				
	Bob Anderson, Commissioner				
Approved as to form: ADAM KICK ProsecutingAttorney	ATTEST:				
	Pam Johnson, Clerk to the Board				
Address for Notice: David S. Brown, Sheriff Skamania County Sheriff's Office P.O. Box 790 Stevenson, WA 98648					

# CITY OF VANCOUVER, WASHINGTON

City of Vancouver P.O. Box 1995

Vancouver, WA 98668

James McElvain, Police Chief	
Date:	
Eric Holmes, City Manager	
Date:	
Lloyd Tayler, City Clerk	Approved as to form:
Address for Notice:  James McElvain, Police Chief  Vancouver Police Department	Ted Gathe, City Attorney

MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT Regional Major Crimes Team (RMCT)

# WASHINGTON STATE UNIVERSITY

Campus	Dean a	and Ex	ecutive	Officer	•
Date:					

Address for Notice:

Dave Stephenson, Lieutenant WSU Police Department Washington State University Vancouver 14204 NE Salmon Creek Avenue Vancouver, WA 98686

# CITY OF WASHOUGAL, WASHINGTON

Sean Guard, Mayor	
Date:	
Ron Mitchell, Police Chief	
Date:	Approved as to form:
Jennifer Forsberg, Clerk	Don English, City Attorney

Address for Notice:

Ron Mitchell, Police Chief Washougal Police Department City of Washougal 1320 A Street Washougal, WA 98671



I, Jennifer Gorsuch, Deputy City Clerk hereby certify that these bid tabulations are correct.

Jennifer Gorsuch

Date

PROJECT NO. WS-714 & WS-729 WS-714 STEP Sewer RR Crossing WS-729 Garfield Waterline Relocation DATE OF BID OPENING:		Ent. By	Engineer's Estimate: \$614	4,650.00	3 Kings Environn PO Box 280 Battle Ground, W	
April 15, 2014, 10:30 a.m.  ITEM DESCRIPTION  NO	UNIT	RLS QTY	PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL
Schedule A: STEP Sewer RR Crossing,	City Pro	ioct Numi		TOTAL	FRICE	TOTAL
jenedute A. OTET Search Ret Crossing,	l Chy Fre		JG 115-714			
Mobilization	LS	1.0	\$24,900.00	\$24,900.00	\$25,000.00	\$25,000.00
2 SPCC Plan	L\$	1.0	\$500.00	\$500.00	\$500.00	\$500.00
Project Temporary Traffic Control	LS	1.0	\$1,000.00	\$1,000.00	\$2,875.00	\$2,875.00
Crushed Surfacing Base Course	CY	5.0	\$35.00	\$175.00	\$48.50	\$242.50
HMA CL. 1/2" PG 64-22	TON	5,0	\$110.00	\$550.00	\$180.00	\$900.00
PVC Sanitary Sewer Pipe 24 Inch. Diam.	LF	110.0	\$90.00	\$9,900.00	\$158.00	\$17,380.00
7 Testing Sewer Pipe	LF LF	110.0	\$10.00	\$1,100.00	\$11.00	\$1,210.00
48-Inch Steel Casing Ramming Shaft	LF EA	94.0	\$1,200.00	\$112,800.00	\$2,103.00	\$197,682.00
Reception Shaft	EA	1.00	\$60,000.00 \$30,000.00	\$60,000.00	\$26,250.00 \$10,050.00	\$26,250.00 \$10,050.00
Obstruction Removal	EST	1.0	\$30,000.00	\$30,000.00 \$30,000.00	\$10,050.00	\$10,030.00
Erosion Control and Water Pollution Control	LS	1.0	\$30,000.00	\$30,000.00	\$3,420.00	\$3,420.00
3 Utility Marker Posts	EA	1.0	\$250.00	\$1,000.00	\$3,420.00	\$3,420.00
4 Casing Vent Standpipe	EA	1.0	\$1,000.00	\$1,000.00	\$2,770.00	\$2,770.00
Total Schedule A Bid Items Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus S			LINE A LINE B LINE C	\$273,175.00 \$22,946.70 \$296,121.70		\$308,429.50 \$25,908.00 \$334,337.50
Schedule B: Garfield Waterline Reloca	tion, Cit	y Project N 1.00	%umber WS-72!   \$26,800.00	9 \$26,800.00	\$25,000.00	\$25,000.00
Mobilization SPCC Plan	LS	1.00	\$500.00	\$500.00	\$500.00	\$500.00
Archaeological Standby Time	HR	12.00	\$400.00	\$4.800.00	\$400.00	\$4,800.00
Clearing and Grubbing	LS	1.00	\$1,000,00	\$1,000.00	\$675.00	\$675.00
Project Temporary Traffic Control	LS	1.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00
Crushed Surfacing Base Course	CY	25.00	\$35.00	\$875.00	\$48.50	\$1,212.50
HMA CL. 1/2 In. PG 64-22	TON	5.00	\$110.00	\$550.00	\$180.00	\$900.00
Shoring (min bid = \$1 per LF)	LF	1.00	\$1,170.00	\$1,170.00	\$2,200.00	\$2,200.00
Plugging Existing Pipe	EA	3.00	\$1,200.00	\$3,600.00	\$990.00	\$2,970.00
Removal and Replacement of Unsuitable					.	
() Malerial	CY	20.00	\$75.00	\$1,500.00	\$75.00	\$1,500.00
1 Existing Water Main Restraint	EA	3.00	\$1,000.00	\$3,000.00	00.0082	\$2,550.00
Ductile Iron Class 52 Pipe for Water Main 6						
2 Inch. Diam.	LF	20.00	\$80.00	\$1,600.00	\$150.00	\$3,000.00
Ductile Iron Class 52 Pipe for Water Main 16		202.00	(1) (0) 00	6.40.000.00	000000	557,000,00
3 Inch. Diam. 4 Butterfly Valve 16 Inch	LF EA	280.00	\$150.00	\$42,000.00	\$200.00 \$3,182.00	\$56,000.00 \$3,182.00
Tapping Sleeve and Vaive Assembly 16x6	EA	1.00	\$6,000,00 \$5,000,00	\$6,000.00	\$4,296.00	\$4,296.00
5 Inch 6 48-Inch Steel Casing	LF	66.00	\$1,200.00	\$5,000.00 \$79.200.00	\$4,290.00	\$138,798.0
7 Ramming Shaft	EA	1.00	\$60,000.00	\$60,000.00	\$25,700.00	\$25,700.00
8 Reception Shaft	EA	1.00	\$30,000.00	\$30,000.00	\$8,115.00	\$8,115.00
9 Obstruction Removal	EST	1.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
0 Erosion Control and Water Pollution Control	LS	1.00	\$1,000.00	\$1,000.00	\$3,400.00	\$3,400.00
1 Seeding, Fertilizing, and Mulching	LS	1.00	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00
2 Utility Marker Posts	EΑ	3.00	\$250.00	\$750.00	\$150.00	\$450.00
Removing and Reselling Beam Guardrail	LF	10.00	\$50.00	\$500.00	\$500.00	\$5,000.00
Total Schedule B Bid Items Sales Tax at 8.4% (0.084 x Line A) Total of Schedule B Bid Items Plus S	Sales Tax		LINE D LINE E LINE F	\$293,845.00 \$24,682.98 \$318,527.98		\$328,848.50 \$27,623.27 \$356,471.77
TOTAL OF BID (LINE C + LINE F) BASIS OF AWARD			LINE G	\$614,649.68		\$690,809.35

PROJECT NO. WS-714 & WS-729 WS-714 STEP Sewer RR Crossing WS-729 Garfield Waterline Relocation DATE OF BID OPENING:		Ent. By		McDonald Excavating, Inc. 2719 Main Street Washougal, WA 98671		Clackamas Construction, Inc. PO Box 279 Boring, OR 97009	
	April 15, 2014, 10:30 a.m.		RLS	360.835.8794	**************************************	503.663.1144	
ITEN NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
Sch	edule A: STEP Sewer RR Crossing,	City Pro	ject Num				
1	  Mobilization	LS	1.0	\$16,800.00	\$16,800.00	\$13,000.00	\$13,000.00
2	SPCC Plan	LS	1.0		\$220.00	\$2,500.00	\$2,500.00
3	Project Temporary Traffic Control	LS	1.0		\$3,350.00	\$500.00	\$500.00
4	Crushed Surfacing Base Course	CY	5.0		\$250.00	\$40.00	\$200.00
5	HMA CL. 1/2" PG 64-22	TON	5.0		\$1,000.00	\$200.00	\$1,000.00
6	PVC Sanitary Sewer Pipe 24 Inch. Diam.	LF	110.0	<del></del>	\$49,390.00	\$280.00	\$30,800.00
7	Testing Sewer Pipe	LF	110.0	·	\$2,310.00	\$10.00	\$1,100.00
8	48-Inch Steel Casing	LF	94.0	· <del>•</del>	\$193,076.00	\$1,690.00	\$158,860.00
9	Ramming Shaft	EA	1.00		\$29,645.00	\$85,000.00	\$85,000.00
10	Reception Shaft	EA	1.0	\$11,360.00	\$11,360.00	\$20,000.00	\$20,000.00
11	Obstruction Removal	EST	1.0	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
12	Erosion Control and Water Pollution Control	LS	1.0	\$1,650.00	\$1,650.00	\$2,000.00	\$2,000.00
13	Utility Marker Posts	EA	1.0	\$180.00	\$180.00	\$250.00	\$250.00
14	Casing Vent Standpipe	EA	1.0	\$1,750.00	\$1,750.00	\$1,500.00	\$1,500.00
	Total Schedule A Bid Items Sales Tax at 8.4% (0.084 x Line A)				\$330,981.00 \$27,802.40		\$336,710.00 \$28,283.64
Scho				1	•		•
	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus				\$27,802.40	\$14,000.00	\$28,283.64 \$364,993.64
1	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus dule B: Garfield Waterline Reloca	tion, Cit	y Project	\$16,800.00	\$27,802.40 \$358,783.40	\$14,000.00 \$500.00	\$28,283.64 \$364,993.64 \$14,000.00
1	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus dule B: Garfield Waterline Reloca Mobilization SPCC Plan Archaeological Standby Time	tion, Cit	y Project	\$16,800.00 \$150.00	\$27,802.40 \$358,783.40 \$16,800.00		\$28,283.64 \$364,993.64 \$14,000.00 \$500.00
1 2 3 4	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing	LS LS HR LS	y Project 1.00 1.00	\$16,800.00 \$150.00 \$300.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00	\$500.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00
1 2 3 4	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control	tion, Cit LS LS HR	y Project 1.00 1.00 12.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00	\$500.00 \$60.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00
1 2 3 4	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course	tion, City LS LS HR LS LS CY	y Project 1.00 1.00 1.00 12.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00 \$1,250.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$500.00
1 2 3 4 5 6	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA CL. 1/2 In. PG 64-22	LS LS HR LS LS CY TON	y Project 1.00 1.00 12.00 1.00 1.00 5.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,000.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00
1 2 3 4 5 6 7	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA Ct. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF)	LS LS HR LS CY TON	y Project 1.00 1.00 12.00 1.00 1.00 25.00 5.00 1.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$500.00 \$1,000.00 \$1,000.00
1 2 3 4 5 6	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA Ct. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe	LS LS HR LS LS CY TON	y Project 1.00 1.00 12.00 1.00 1.00 5.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,000.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$500.00 \$1,000.00 \$1,000.00
1 2 3 4 5 6 7 8	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus  dule B: Garfield Waterline Relocat Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA CL. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable	LS LS LS LS LS LS CY TON LF	y Project 1.00 1.00 12.00 1.00 1.00 25.00 5.00 1.00 3.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$200.00 \$1,745.00 \$490.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00 \$1,250.00 \$1,245.00 \$1,470.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00
1 2 3 4 5 6 7 8 9	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus a dule B: Garfield Waterline Relocal Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA CL. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material	LS LS HR LS LS CY TON LF EA	y Project 1.00 1.00 12.00 1.00 1.00 25.00 5.00 1.00 3.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$200.00 \$1,745.00 \$490.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00 \$1,250.00 \$1,745.00 \$1,470.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00
1 2 3 4 5 6 7 8	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization  Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA Ct. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint	LS LS LS LS LS LS CY TON LF	y Project 1.00 1.00 12.00 1.00 1.00 25.00 5.00 1.00 3.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$200.00 \$1,745.00 \$490.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00 \$1,250.00 \$1,245.00 \$1,470.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00
1 2 3 4 5 6 7 8 9	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization  Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA Ct. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6	LS LS LS LS CY TON LF EA CY EA	y Project 1.00 1.00 12.00 1.00 1.00 1.00 25.00 5.00 1.00 3.00 3.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$200.00 \$1,745.00 \$490.00 \$85.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$1,000.00 \$1,000.00 \$50.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00
1 2 3 4 5 6 7 8 9	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA CL. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6 Inch. Diam.	LS LS HR LS LS CY TON LF EA	y Project 1.00 1.00 12.00 1.00 1.00 25.00 5.00 1.00 3.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$200.00 \$1,745.00 \$490.00 \$85.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$2,650.00 \$1,250.00 \$1,745.00 \$1,470.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00
1 2 3 4 5 6 7 8 9 10 11	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS LS CY TON LF EA CY EA	y Project 1.00 1.00 12.00 1.00 1.00 5.00 5.00 3.00 20.00 3.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00 \$490,00 \$85,00 \$85,00 \$85,00 \$117,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$1,000.00 \$50.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00
1 2 3 4 5 6 7 8 9 10 11	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA CL. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6 Inch. Diam. Ductile Iron Class 52 Pipe for Water Main 16 Inch. Diam.	LS LS LS LS LS LS CY TON LF EA CY EA	y Project 1.00 1.00 12.00 1.00 1.00 25.00 3.00 20.00 20.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00 \$490,00 \$85,00 \$85,00 \$800,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,245.00 \$1,470.00 \$2,400.00 \$2,340.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$1,000.00 \$50.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$3,000.00
1 2 3 4 5 6 7 8 9 10 11	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus  dule B: Garfield Waterline Relocal Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HiMA CL. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6 Inch. Diam. Butterliy Valve 16 Inch	LS LS LS LS LS CY TON LF EA CY EA	y Project 1.00 1.00 12.00 1.00 1.00 5.00 5.00 3.00 20.00 3.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00 \$490,00 \$85,00 \$85,00 \$800,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$1,000.00 \$50.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$3,000.00
1 2 2 3 4 4 5 6 6 7 7 8 9 10 11 12 13 14	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS LS LS CY TON LF EA CY EA LF	y Project 1.00 1.00 12.00 1.00 1.00 25.00 25.00 3.00 20.00 3.00 20.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$200.00 \$1,745.00 \$490.00 \$85.00 \$800.00 \$117.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,745.00 \$1,745.00 \$1,745.00 \$2,400.00 \$2,340.00 \$3,070.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$1,000.00 \$1,000.00 \$1,000.00 \$50.00 \$1,000.00 \$1,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$3,000.00 \$42,000.00
1 2 2 3 4 4 5 6 6 7 8 8 9 10 11 12 13 14 15	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus  dule B: Garfield Waterline Relocal Mobilization SPCC Plan Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HIMA CL. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6 Inch. Diam. Ductile Iron Class 52 Pipe for Water Main 16 Inch. Diam. Butterliy Valve 16 Inch Tapping Sleeve and Valve Assembly 16x6 Inch	LS LS LS LS LS LS CY TON LF EA  LF EA	y Project 1.00 1.00 12.00 1.00 1.00 25.00 5.00 3.00 20.00 3.00 20.00 1.00 1.00 1.00 1.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00 \$490,00 \$85,00 \$85,00 \$85,00 \$3,000 \$3,070,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00 \$3,070.00 \$3,910.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$50.00 \$1,000.00 \$50.00 \$150.00 \$4,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$3,000.00 \$1,000.00 \$42,000.00 \$44,000.00
1 2 3 4 4 5 6 6 7 8 8 9 10 11 12 12 13 14 15 16	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus adule B: Garfield Waterline Relocated Mobilization  Archaeological Standby Time Clearing and Grubbing Project Temporary Traffic Control Crushed Surfacing Base Course HMA Ct. 1/2 In. PG 64-22 Shoring (min bid = \$1 per LF) Plugging Existing Pipe Removal and Replacement of Unsuitable Material Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6 Inch. Diam. Ductile Iron Class 52 Pipe for Water Main 16 Inch. Diam. Butterliy Valve 16 Inch Tapping Sleeve and Valve Assembly 16x6 Inch	LS LS LS LS LS CY TON LF EA LF EA LF	y Project  1.00 1.00 12.00 1.00 1.00 25.00 5.00 3.00 20.00 3.00 20.00 1.00 1.00 66.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$200.00 \$1,745.00 \$490.00 \$85.00 \$85.00 \$85.00 \$3,070.00 \$243.00 \$3,910.00 \$2,033.00	\$27,802.40 \$358,783.40 \$16,800.00 \$1,50.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,400.00 \$3,910.00 \$134,178.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$200.00 \$1,000.00 \$1,000.00 \$50.00 \$150.00 \$4,000.00 \$4,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$3,000.00 \$1,000.00 \$42,000.00 \$42,000.00 \$4,500.00
1 2 3 4 4 5 6 6 7 8 8 9 10 11 12 12 13 14 15 16 17	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS LS LS CY TON LF EA LF LF EA	y Project  1.00 1.00 12.00 1.00 1.00 25.00 5.00 3.00 20.00 3.00 20.00 1.00 66.00 1.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$50.00 \$1,745.00 \$490.00 \$85.00 \$85.00 \$85.00 \$3,070.00 \$3,070.00 \$3,910.00 \$2,033.00 \$24,940.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00 \$3,070.00 \$3,070.00 \$3,070.00 \$3,070.00 \$3,070.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$200.00 \$1,000.00 \$50.00 \$1,000.00 \$50.00 \$150.00 \$4,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$42,000.00 \$44,500.00 \$111,540.00 \$75,000.00
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS CY TON LF EA LF EA LF EA LF EA	y Project  1.00 1.00 12.00 1.00 1.00 25.00 5.00 3.00 20.00 3.00 20.00 1.00 1.00 66.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$200,00 \$1,745,00 \$490,00 \$85,00 \$800,00 \$117,00 \$243,00 \$3,070,00 \$2,033,00 \$2,033,00 \$24,940,00 \$6,588,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00 \$3,070.00 \$2,340.00 \$3,070.00 \$3,070.00 \$3,070.00 \$68,040.00 \$3,070.00 \$3,910.00 \$134,178.00 \$24,940.00 \$65,588.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$1,000.00 \$1,000.00 \$50.00 \$150.00 \$4,500.00 \$1,690.00 \$75,900.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$3,000.00 \$42,000.00 \$42,000.00 \$41,000.00 \$47,500.00 \$111,540.00 \$15,000.00
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS LS CY TON LF EA LF EA LF EA EA EA EA EA EA EA EST	y Project  1.00 1.00 12.00 1.00 1.00 25.00 3.00 20.00 3.00 20.00 1.00 1.00 1.00 1.00 1.00 1.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$2,00,00 \$1,745,00 \$490,00 \$85,00 \$85,00 \$800,00 \$117,00 \$243,00 \$3,070,00 \$2,033,00 \$24,940,00 \$6,588,00 \$30,000,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00 \$3,070.00 \$3,070.00 \$3,070.00 \$3,070.00 \$3,070.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$200.00 \$1,000.00 \$1,000.00 \$50.00 \$150.00 \$4,500.00 \$4,500.00 \$1,690.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$3,000.00
1 2 3 4 4 5 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS CY TON LF EA LF EA LF EA LF EA	y Project 1.00 1.00 12.00 1.00 1.00 1.00 5.00 3.00 20.00 3.00 20.00 1.00 66.00 1.00 1.00 1.00	\$16,800.00 \$150.00 \$300.00 \$1,100.00 \$2,650.00 \$2,650.00 \$490.00 \$490.00 \$85.00 \$85.00 \$85.00 \$3,070.00 \$243.00 \$3,070.00 \$2,033.00 \$24,940.00 \$3,070.00 \$3,070.00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,250.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00 \$3,070.00 \$3,910.00 \$134,178.00 \$24,940.00 \$3,910.00 \$3,910.00 \$3,910.00 \$3,910.00 \$3,910.00 \$3,910.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$1,000.00 \$1,000.00 \$1,000.00 \$150.00 \$4,500.00 \$1,690.00 \$15,000.00 \$15,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$4,000.00 \$4,000.00 \$111,540.00 \$15,000.00 \$15,000.00 \$15,000.00
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus and Items P	LS LS LS LS LS LS CY TON LF EA	y Project 1.00 1.00 1.00 1.00 1.00 1.00 25.00 3.00 20.00 3.00 1.00 1.00 1.00 1.00 1.00 1.00	\$16,800,00 \$150,00 \$300,00 \$1,100,00 \$2,650,00 \$50,00 \$200,00 \$1,745,00 \$490,00 \$85,00 \$85,00 \$800,00 \$117,00 \$243,00 \$3,070,00 \$2,033,00 \$24,940,00 \$6,588,00 \$3,000,00 \$2,390,00 \$1,000,00	\$27,802.40 \$358,783.40 \$16,800.00 \$150.00 \$3,600.00 \$1,100.00 \$1,250.00 \$1,240.00 \$1,745.00 \$1,745.00 \$1,470.00 \$2,400.00 \$2,340.00 \$3,070.00 \$3,910.00 \$134,178.00 \$2,940.00 \$3,910.00 \$1,240.00 \$2,340.00 \$3,910.00 \$2,340.00 \$2,340.00	\$500.00 \$60.00 \$3,060.00 \$500.00 \$40.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$4,500.00 \$4,500.00 \$1,690.00 \$75,000.00 \$15,000.00 \$15,000.00	\$28,283.64 \$364,993.64 \$14,000.00 \$500.00 \$720.00 \$3,060.00 \$1,000.00 \$1,000.00 \$3,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$1,000.00 \$42,000.00 \$41,000.00 \$111,540.00 \$75,000.00 \$15,000.00 \$15,000.00

Total Schedule B Bid Items Sales Tax at 8.4% (0.084 x Line A) Total of Schedule B Bid Items Plus Sales Tax \$311,971.00 \$26,205.56 \$338,176.56 \$315,120.00 \$26,470.08 \$341,590.08

TOTAL OF BID (LINE C + LINE F) BASIS OF AWARD

\$696,959.97

\$706,583.72

Nonresponsive Bid: Addendum not Acknowledged No E-Verify Memorandum

-	SIEGENO MO TALO MO TEL					T	
1	DJECT NO. WS-714 & WS-729			RC Northwest, Inc		Nutter Corporation	
1	714 STEP Sewer RR Crossing			12404 NE 153rd S		7211-A NE 43rd A	
1	729 Garfield Waterline Relocation			Brush Prairie, WA	98606	Vancouver, WA 9	18661
	E OF BID OPENING:		Ent. By				
	April 15, 2014, 10:30 a.m.	<del></del>	RLS	360.546.2502		360.573.2000	
ITEN	n DESCRIPTION	UNIT	QTY	UNIT	CONTRACT	UNIT	CONTRACT
NO	<u> </u>			PRICE	TOTAL	PRICE	TOTAL
Scho	edule A: STEP Sewer RR Crossing	, City Pro	oject Num	ì			
1	Mobilization	LS	1.0		\$36,700.00	\$38,300.00	\$38,300.00
2	SPCC Plan	LS	1.0	1	\$350.00	\$1,000.00	\$1,000.00
3	Project Temporary Traffic Control	LS	0,1		\$3,750.00	\$4,000.00	\$4,000.00
4	Crushed Surfacing Base Course	CY	5.0		\$165.00	\$150.00	\$750.00
5	HMA CL. 1/2" PG 64-22	TON	5.0		\$1,155.00	\$330.00	\$1,650.00
6	PVC Sanitary Sewer Pipe 24 Inch. Diam.	LF	110.0		\$18,480.00	\$105.00	\$11,550.00
7	Testing Sewer Pipe	LF	110.0		\$1,320.00	\$4.00	\$440.00
8	48-Inch Steel Casing	LF	94.0		\$218,550.00	\$3,100.00	\$291,400.00
9	Ramming Shaft	EA	1.00		\$31,625.00	\$16,000.00	\$16,000.00
10	Reception Shaft	EA	1.0	<del></del>	\$5,485.00	\$7,000.00	\$7,000.00
11	Obstruction Removal	EST	1.0		\$20,000.00	\$20,000.00	\$20,000.00
12	Erosion Control and Water Pollution Control	LS	1.0	<u> </u>	\$1,100.00	\$1,000.00	\$1,000.00
13	Utility Marker Posts	EA	1.0		\$45.00	\$100.00	\$100.00
14	Casing Vent Standpipe	EA	1.0	\$50.00	\$50.00	\$100.00	\$100.00
							****
	Total Schedule A Bid Items				\$338,775.00		\$393,290.00
	Sales Tax at 8.4% (0.084 x Line A)				\$28,457.10		\$33,036.36
	Total of Schedule A Bid Items Plus	Sales Tax	(		\$367,232.10		\$426,326.36
<i>.</i>			<b>75</b>	,			
	edule B: Garfield Waterline Relocation	LS	i v	,	57 725 00	\$31,000.02	\$31,000.02
)	SPCC Plan	LS	1.00		\$6,625.00	\$1,000.02	\$1,000.00
2	Archaeological Standby Time	HR		·	\$350.00		\$3,600.00
3		LS	12.00		\$6,000.00	\$300.00	\$3,000.00
4	Clearing and Grubbing		1.00		\$715.00	\$3,000.00	<u></u>
5	Project Temporary Traffic Control	LS	1.00		\$3,750.00	\$4,000.00 \$85.00	\$4,000.00 \$2,125.00
6	Crushed Surfacing Base Course	TON	25.00	\$32.00	00.0082		\$1,225.00
7	HMA CL 1/2 In. PG 64-22 Shoring (min bid = S1 per LF)	LF	5.00	\$305.00 \$100.00	\$1,525.00	\$245.00 \$10.00	\$1,223.00
8		EA	1.00		\$100.00		\$750.00
9	Plugging Existing Pipe Removal and Replacement of Unsuitable	EA_	3.00	\$500.00	\$1,500.00	\$250.00	37.10.00
		CV	30.00	\$02.00	£1.960.00	595.00	\$1.700.00
10	Malerial Postain	EA EA	20.00		\$1,860.00	\$85.00 \$1,000.00	\$1,700.00 \$3,000.00
11	Existing Water Main Restraint Ductile fron Class 52 Pipe for Water Main 6	LA_	3.00	\$3,800.00	\$11,400.00	\$1,000.00	33,000.00
	,	, ,	20.00	6400.00	610,000,00	6170.00	\$3,400.00
12	Inch. Diam.  Ductile Iron Class 52 Pipe for Water Main 16	LF.	20.00	\$500.00	\$10,000.00	\$170.00	33,400.00
			000.00	50/7.00	054 000 00	6120.00	622 (00.00
13	Inch. Diam.	LF	280.00	\$265.00	\$74,200.00	\$120.00	\$33,600.00 \$2,800.00
14	Butterfly Valve 16 Inch	EA	1.00	\$2,800.00	\$2,800.00	\$2,800.00	32,800.00
1	Tapping Sleeve and Valve Assembly 16x6	_,		04.505.00	61.505.00	#2 000 00	62 900 00
15	Inch	EA	1,00		\$4,525.00	\$3,800.00	\$3,800.00
16	48-Inch Steel Casing	LF	66.00		\$155,100.00	\$2,600.00	\$171,600.00 \$13,000.00
17	Ramming Shaft	EA	1.00		\$27,875.00	\$13,000.00	
18	Reception Shaft	EA	1.00		\$3,650.00	\$6,000.00	00.000,62
19	Obstruction Removal	EST	1.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
20	Erosion Control and Water Pollution Control	LS	1.00		\$1,300.00	\$1,000.00	\$1,000,00
21	Seeding, Fertilizing, and Mulching	LS	1.00		\$1,000.00	\$1,500.00	\$1,500.00
22	Utility Marker Posts	EA	3.00		\$150.00	\$100.00	\$300.00
23	Removing and Resetting Beam Guardrait	<u>LF</u>	10.00	\$100.00	\$1,000.00	\$60.00	\$600.00
	Total Schedule B Bid Items				\$346,225.00		\$319,010.02

Total Schedule B Bid Items Sales Tax at 8.4% (0.084 x Line A) Total of Schedule B Bid Items Plus Sales Tax \$346,225.00 \$29,082.90 \$375,307.90 \$319,010.02 \$26,796.84 \$345,806.86

\$772,133.22

TOTAL OF BID (LINE C + LINE F) BASIS OF AWARD

\$742,540.00

Nonresponsive Bid: No E-Verify Memorandum

Nonresponsive Bid: No E-Verify Memorandum

WS-	OJECT NO. WS-714 & WS-729 -714 STEP Sewer RR Crossing -729 Garfield Waterline Relocation FE OF BID OPENING: April 15, 2014, 10:30 a.m.		Ent. By RLS	Haag & Shaw, Inc. 636 SE 3rd Ave Camas, WA 98607 360.834.2514			
ITE NO	M DESCRIPTION	UNIT	QTY	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
Sch	edule A: STEP Sewer RR Crossing,	City Pro	ject Num	j ,			
1	Mobilization	LS	1.0	\$8,500.00	\$8,500.00		\$0.00
2	SPCC Plan	LS	1.0		\$250.00		\$0.00
3	Project Temporary Traffic Control	LS	1.0		\$1,000.00		\$0.00
4	Crushed Surfacing Base Course	CY	5.0		\$210.00		\$0.00
5	HMA CL. 1/2" PG 64-22	TON	5.0		\$1,350.00		\$0.00
6	PVC Sanitary Sewer Pipe 24 Inch. Diam. Testing Sewer Pipe	LF LF	110.0		\$24,970.00		\$0.00
8	48-Inch Steel Casing	LF LF	110.0 94.0	<del> </del>	\$2,200.00 \$235,000.00		\$0.00
9	Ramming Shaft	EA	1.00		\$49,500.00		\$0.00
10	Reception Shaft	EA	1.0	·	\$14,000.00		\$0.00
11	Obstruction Removal	EST	1.0		\$20,000.00	***************************************	\$0.00
12	Erosion Control and Water Pollution Control	LS	1.0	\$1.000.00	\$1,000.00		\$0.00
13	Ulility Marker Posts	EA	1.0		\$75.00		\$0.00
14	Casing Vent Standpipe	EA	1.0	\$1,200,00	\$1,200.00		\$0.00
	Total Schedule A Bid Items Sales Tax at 8.4% (0.084 x Line A) Total of Schedule A Bid Items Plus	veT sales			\$359,255.00 \$30,177.42 \$389,432.42		00.08 00.08 00.08
					9307,732.72		ΦVIII.
	edule B: Garfield Waterline Reloca		;				,
1	Mobilization	LS	1.00	· · · · · · · · · · · · · · · · · · ·	\$11,000.00		00.00
2	SPCC Plan	LS	1.00	l	\$250.00		\$0.00
3	Archaeological Standby Time Clearing and Grubbing	HR LS	12.00 1.00		\$4,920.00 \$1,000.00		\$0.00
4 5	Project Temporary Traffic Control	LS	1.00		\$2,600.00		\$0.00
6	Crushed Surfacing Base Course	CY	25.00		\$1,375.00		\$0.00
7	HMA CL, 1/2 In. PG 64-22	TON	5.00	\$300.00	\$1,500.00	······································	\$0.00
8	Shoring (min bid = \$1 per LF)	LF	1.00	\$2,500.00	\$2,500.00		\$0.00
9	Plugging Existing Pipe	ËΑ	3.00	\$325.00	\$975.00		\$0.00
	Removal and Replacement of Unsuitable	-					
10	Material	CY	20.00		\$760.00		\$0.00
11	Existing Water Main Restraint Ductile Iron Class 52 Pipe for Water Main 6	EA	3.00	\$2,450.00	\$7,350.00		30.00
12	Inch. Diam.	LF	20.00	\$380.00	\$7,600.00		\$0.00
12	Ductile Iron Class 52 Pipe for Water Main 16		20.00	4500.00	57,000.00		
13	Inch. Diam.	LF	280.00	\$309.00	\$86,520.00		\$0.00
14	Butterfly Valve 16 Inch	ĔΑ	1.00	\$3,280.00	\$3,280.00		\$0.00
	Tapping Sleeve and Valve Assembly 16x6						
15	Inch	EA	1.00		\$3,900.00		\$0.00
16	48-Inch Steel Casing	LF.	66.00	\$2,500.00	\$165,000.00		\$0.00
17 18	Ramming Shaft Reception Shaft	EA EA	1.00	\$61,500.00 \$14,000.00	\$61,500.00 \$14,000.00		\$0.00
18	Obstruction Removal	EST	1.00	·····	\$30,000.00		\$0.00
20	Erosion Control and Water Pollution Control	LS	1.00	\$2,500.00	\$2,500.00		\$0.00
21	Seeding, Fertilizing, and Mulching	LS	1.00		\$1,500.00		\$0.00
22	Ulility Marker Posts	EA	3.00	\$75.00	\$225.00		\$0.00
23	Removing and Resetting Beam Guardrail	LF	10.00	\$300.00	\$3,000.00		\$0.00
	Total Schedule B Bid Items				\$413,255.00		\$0.00
	Sales Tax at 8.4% (0.084 x Line A) Total of Schedule B Bid Items Plus 8	Saine Tev			\$34,713.42 \$447,968.42		\$0.00 \$0.00
	Total of Schedule B bid items Plus	oaies i ax			3447,708.42		30.00
	TOTAL OF BID (LINE C + LINE F) BASIS OF AWARD				\$837,400.84		\$0.08

CITY OF CAMAS PROJECT NO. WS-7090 Water Transmission Main Project

PAY ESTIMATE: THREE

PAY PERIOD: 2/25/14 through 4/1/14

Rotschy, Inc. 9210 NE 62nd Avenue Vancouver, WA 98665 (360) 334-3101

1	1					]	(360) 334-3101				
		Of	RIGINAL CONTR	ACT AMOUNT:	\$2,311,765.37						
Schodu	e A - Rural Clark County Work										
NEW	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
NO.			QUANTITY	PRICE	TOTAL	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE
1	Contractor Construction Survey/Staking	LS	1.00	\$8,000.00	\$8,000.00	0.72	\$5,792.00	0.280	\$2,240.00	1,004	\$8,032.00
2	Mobilization	LS	1.00	\$141,490.68	\$141,490,68	1.00	\$141,490.68	0.00	\$0.00	1.00	\$141,490.68
3	Project Temporary Traffic Control (STA 5+97 to STA 50+00)	LS	0.89		\$13,350.00	0.00	\$0.00	0.53	\$7,950.00	0.53	\$7,950.00
	Project Temporary Traffic Control (STA 50+00 to STA 166+18 and STA 500+00 to		************								
4	STA 516+10)	LS.	1.00	\$40,000.00	\$40,000.00	0.68	\$27,200.00	0.22	\$8,800.00	0.90	\$36,000.00
5	HMA CL. 1/2" PG 64-22	TN	2,178.00	\$77.00	\$167,706,00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6	Planing Biluminous Pavement	SY	15,208.00	\$1.50	\$22,812.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
7	Plugging Existing Pipe	EA	1,00	\$200.00	\$200.00	0.00	\$0.00	4.00	\$800.00	4.00	\$800.00
9	Connection to Existing 6 In. Dia. Pipe at STA 35+45	EA	1.00	\$2,250.00	\$2,250.00	0.00	\$0.00	1.00	\$2,250.00	1.00	\$2,250.00
10	Connection to Existing 8 In. Dia. Pipe at STA 50+00	EΛ	1.00	\$2,100.00	\$2,100.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
11	Connection to Existing 10 In. Dia. Pipe at STA 166+18	EΛ	1.00	\$21,400.00	\$21,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
12	Connection to Existing 8 tn. Dra. Pipe at STA 516+10	EA	1.00	\$1,750.00	\$1,750.00	0.00	\$0.00	1.00	\$1,750.00	1.00	\$1,750.00
13	Roskained Ductite Iron Pipe for Water Main 12 to, Dia. (CL 52)	LF	14,404.00	\$75.00	\$1,080,300.00	10,016.00	\$751,200.00	3,036.00	\$227,700.00	13052.00	\$978,900.00
14	Restrained Ductile Iron Pipe for Water Main 18 In. Dia (CL 52)	l.F	2,877.00	\$110.00	\$316,470.00	0.00	\$0.00	2,830.00	\$311,300.00	2830.00	\$311,300.00
15	PVC Pipe Casing for Water Main, 20 In. Dia. STA 138+25 to STA 139+01	EΑ	1.00	\$9,500.00	\$9,500.00	1.00	\$9,500.00	0.00	\$0.00	1.00	\$9,500.00
16	Control Density Fill and Trench Plating	LF	185.00	\$50.00	\$9,250.00	42.00	\$2,100.60	140,00	\$7,000.00	182.00	\$9,100.00
17	Removal and Replacement of Unsuitable Material	CY	150.00	\$20.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
18	Extra Yrench Excavation	CY	150.00	\$10.00	\$1,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
19	Trench Safety System (S1/LF Minimum 8id)	LF	17,745.00	\$1.00	\$17,745.00	10,016.00	\$10.016.00	5,866.00	\$5,866.00	15882.00	\$15,882.00
20	Gate Valve, 6 In.	EA	1.00		\$608.00	0.00		0.00	\$0.00	0.00	\$0.00
21	Gale Valve, 8 In.	ĒΑ	2.00		\$1,700.00	0.00		0.00	\$0.00	0.00	\$0.00
22	Bullerfly Valve, 12 In.	EΑ	28.00	\$1.520.00	\$42,560.00	18.00	\$27,360.00	6.00	\$9,120.00	24.00	\$36,480.00
23	Bulterfly Valve, 18 In.	EA	6.00	\$3,185.00	\$19,110.00	0.00	\$0.00	6.00	\$19,110.00	6.00	\$19,110.00
24	Comb. Air Release/Air Vacuum Valve Assembly, 2 In.	EA	6.00		\$22,170.00	3.00		3.00	\$11,085.00	6.00	\$22,170.00
25	PRV Station	EA	1.00	\$47,200.00	\$47,200.00	1.00	\$47,200.00	0.00	\$0.00	1.00	\$47,200.00
26	Hydrant Assembly	EΑ	7.00	\$4,150.00	\$29,050.00	4.00	\$16,600.00	2.00	\$8,300.00	6.00	\$24,900.00
27	Service Connection 1 In. Dia.	EΑ	7.00	\$1,150,00	\$8,050.00	0.00	\$0.00	9.00	\$10,350.00	9.00	\$10,350.00
28	Replacement Service Connection 1 In Cia	EΑ	5.00	\$635.00	\$3,175.00	0.00	\$0.00	2.00	\$1,270.00	2.00	\$1.270.00
29	Replacement Service Connection 2 In. Cia.	EΑ	1.00	\$1,585.00	\$1,585.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
30	Replacement Service Connection 8 In. Cia.	EA	1.00	\$1,875.00	\$1,875.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
31	Erosion Control and Water Pollution Control	LS	1.00	\$24,500.00	\$24,500.00	0.55	\$13,475.00	0.32	\$7,840.00	0.87	\$21,315.CO
32	Paint Line, 4 In.	Ų:	17,410.00	\$0.17	\$2,959.70	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
33	Plastic Stop Line	ĹΕ	15.00	\$11.50	\$172.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
34	Temporary Pavement Marking	1.F	17,410.00	\$0.05	\$870.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
35	Removing Temperary Pavement Marking	LF	17,410.00	\$0.05	\$870.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
36	Project Occumentation (\$20,000 Minimum Bid)	LS	1.00	\$20,000.00	\$20,000.00	0.55	\$11,000.00	0.00	\$0.00	0.55	\$11,000.00
	SUBTOTAL:				\$2,085,271.88		\$1,074,018.68		\$642,731.00		\$1,716,749.68
	Sales Tax (7.7%):				\$160,565.93		\$82,699.44		\$49,490.29		\$132,189.73

Total: \$2,245,837.81 \$1,156,718.12 \$692,221.29 \$1,848,939.41

CITY OF CAMAS PROJECT NO. WS-709D Water Transmission Main Project		Y ESTIMATE: PAY PERIOD:		14/1/14		Rotschy, Inc. 9210 NE 62nd Ave Vancouver, WA 98 (360) 334-3101				
	OF	RIGINAL CONTR.	ACT AMOUNT:	\$2,311,765 37						
Schedule 8 - Camas City Limits Work *										
IYEM DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
NO.	1 1	QUANTITY	PRICE	TOTAL	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE
3 Project Temporary Traffic Control (STA 5+97 to STA 50+60)	ŁS	0.11	\$15,000.00	\$1,650.00	0.00	\$0.00	0.06	\$900.00	0.06	\$900.00
5 HMA CL. 1/2" PG 64-22	TN	0.00	\$77.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
6 Planing Biluminous Pavement	SY	0.00	\$1.50	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
8 Connection to Existing 10 In. Dia. Pipe at STA 5+97	EA	1.00	\$1,425.00	\$1,425.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0,00
13 Restrained Ductile from Pipe for Water Main 12 In Ora. (CL 52)	LF	488.00	\$75.00	\$36,600.00	0.00	\$0.00	471,00	\$35,325.00	471.Ç0	\$35,325,00
19 Trench Safety System (\$1/LF Manuncim Bid)	LF	488.00	\$1.00	\$488.00	0.00	\$0.00	471.00	\$471.00	471.00	\$471.00
22 Bullerdy Valva, 12 in.	EA	2.00	\$1,520.00	\$3.040.00	0.00	\$0.00	2.00	\$3,040.00	2.00	\$3,040.00
26 Hausant Assembly	EA	1.00	\$4,150.00	\$4,150.00	0.00	·	1.00	\$4,150.00	1.00	\$4,150.00
32 Psint1 ina, 4 In	FE	0.00	\$0.17	\$0.00	0.00	\$0.00	0 00	\$0.00	0.00	\$0.00
SUBTOTAL:	.1	L		\$47,353,00		SO 00	L	\$43,886.00		\$43,886.00
Salos Tax (8.4%):				\$3,977.65		\$0.00		\$3,686.42		\$3,686.42
Total:				\$51,330.65		\$0.00		, \$47,572.42		\$47,572.42
Change Order #1										
ITEM DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
NO.		QUANTITY	PRICE	TOTAL.	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE
1 Upsize PRV Station to 8"x8" & Deduct for Screenings (Items 1A & 18)	LS	1.00	\$10.241.10	\$10,241.10	1.00	\$10,241.10	0.00	\$0.00	1.00	\$10,241.10
				\$0.00	6.00	\$0.00	0.00	\$0.00	0.00	\$0.00

13 EW	DESCRIPTION	UNE	URIGINAL	UNII	CONTRACT	QUANTITY	IOIAL	QUANTITY	IOIAL	QUANTITY	IOIAL
NO.			QUANTITY	PRICE	TOTAL	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE
1	Upsize PRV Station to 8"x8" & Deduct for Screenings (Items 1A & 18)	LS	1.00	\$10,241,10	\$10,241.10	1.00	\$10,241.10	0.00	\$0.00	1.00	\$10,241.10
					\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	SUBTOTAL:				\$10,241.10		\$10,241.10		\$0.00		\$10,241.10
	Sales Tax (7.7%):				\$788.56		\$788.56		\$0.00		\$788.56
	Total:				\$11,029.66		\$11,029.66		\$0.00		\$11,029.66
					CONTRACT		TOTAL	Ĭ	TOTAL	1	TOTAL
					TOTAL		PREVIOUS		THIS EST.		TO DATE
	ORIGINAL CONT	RACT TO	OTAL (Sched. A	. + B)	\$2,132,624.88		\$1,074,018.68		\$686,617.00		\$1,760,635.68
	ADDITI	ONS / DE	ELETIONS		\$10,241.10		\$10,241.10		\$0.00		\$10,241.10
		SUBTOT	AL		\$2,142,865.98		\$1,084,259.78		\$686,617.00		\$1,770,876.78
	SAL	ES TAX	(7.7%)		\$161,354.50		\$83,488.00		\$49,490.29		\$132,978.29
	SAL	SALES TAX (8.4%)			\$3,977.65		\$0.00	ļ	\$3,686.42		\$3,686.42
	TOT	AL CON	TRACT		\$2,308,198.13		\$1,167,747.78		\$739,793.71		\$1,907,541.49
	LESS	<b>5% RET</b>	AINAGE				(\$54,212.99)		(\$34,330.85)		(\$88,543.84)
	TOTAL	LESS R	ETAINAGE				\$1,113,534.79		\$705,462.86		\$1,818,997.66

Note: Bid items split into Schedule A & B to accommodate different tax rates based on location of work. \* Schedule B work is from station 5+97 to 10+85 (488 lineal feet)

ACCT. NUMBER: 424-00-594-340-65

THIS PAYEST:

# Vactor Facility Upgrade City of Camas Design Scope of Work for Services During Construction March 24, 2014

This scope of work is to provide services during construction for the Camas Vactor Facility Upgrade project. Otak and subconsultants will provide construction survey services, archeological monitoring, submittal review, responses to requests for information, and design revisions as needed or requested. Specific tasks include:

# Task I Survey and Mapping

This task will be conducted by Otak and will include:

- Perform office calculations for all staking requests;
- One field day to set project bench marks for use by the contractor, and to stake out the construction limits and locations of the foundations;
- One field day for staking out the ramp and waste bay walls;
- One field contingency day for other requests that may arise.

# Task 2 Archeological Site Monitoring

This task will be conducted by Archeological Investigations Northwest (AINW) and will include:

# Task 2.1 Preparing the Monitoring and Inadvertent Discovery Plan

The monitoring plan will address the procedures for monitoring during construction and will include an inadvertent discovery plan. The plan will note when monitoring can cease by describing at what point the construction activities may be deeper than possible archaeological deposits. The monitoring plan will include an inadvertent discovery plan, and will outline procedures in case human remains are found or if an archaeological site is found. The monitoring plan and inadvertent discovery plan will have the appropriate contact information and other data specific to this site and project.

## Task 2.2 Monitoring During Construction

Construction monitoring will include a preconstruction meeting with construction and project personnel to ensure contact information is accurate and procedures are understood. Three days of on-site monitoring are anticipated. Construction personnel will provide at least 72 hours notice prior to the initiation of monitoring.

In-field time and the travel time to and from the jobsite, plus coordination and paperwork tasks such as down loading photographs, are also included in this scope. If overtime is incurred by the field monitor due to long days or monitoring on a weekend, the billing rate will be 1.5 times the straight-time rate for the overtime incurred by the employee.

# Task 2.3 Monitoring Summary Report

A report summarizing the field effort and results will be prepared upon conclusion of the field monitoring. The summary report will include maps of the location monitored and photographs documenting the extent of the monitoring.

# Task 3 Project Submittals and RFIs

Otak will provide review of submittals, along with interpretations and clarifications of contract documents. Effort includes services to research, respond, and document each RFI.

# Assumptions:

- Review submittals (Assumes up to 10 submittals)
- Review and respond to RFIs (Assumes 3 RFI's)

# Deliverables

· Written responses to Submittals and RFIs.

# Task 4 Design Revisions

This task includes provisions for providing City-requested design revisions throughout the Project. The design team will revise and/or provide new plans and designs as needed and as requested. Up to 12 hours has been provided for this task.

# **Deliverables**

Signed, stamped design drawings, estimates, and specifications as needed.

# Task 5 Project Management

This task will include:

- · Prepare invoicing, subconsultant agreements, and general project management tasks.
- Prepare for and attend pre-construction meetings

### **Deliverables**

Monthly invoices

# Camas Vactor Facility Upgrade

Fee Estimate Summary of Otak, Inc. and all subconsultants

Tash	Description	Otak	AINW	Total Hours	Total Budget by Task
1	Survey	84		84	\$6,850
2	Archaeological Site Monitoring				
2.1	Preparing the Monitoring and Inadvertent Discovery Plan		31	31	\$2,549
2.2	Monitoring During Construction		45	45	\$3,568
2.3	Monitoring Summary Report		29	29	\$2,262
3	Project Submittals and RFIs	28		28	\$3,084
4	Design Revisions	14		14	\$1,432
5	Project Management	10		10	\$1,402
	Total Hours	136	105	241	
	Total Labor Cost	\$12,768	\$8,378	1	\$21,146
	Direct Expenses	\$200	\$210	1	\$410
	Subconsultant Administration	\$150	***************************************	1	\$150
	Project Total	\$13,118	\$8,588	1	\$21,706

\confract\16352 Feeest SDC V2.xlsx

# AMENDMENT NO. 1 TO CONTACT AGREEMENT FOR THE WATER, SEWER, STORMWATER AND SOLID WASTE UTILITIES RATE STUDY

WHEREAS, City of Camas (City) has a contract agreement with the FCS GROUP (Consultant) dated April 15, 2013 (Agreement), to provide consulting services to complete the Water, Sewer, Stormwater and Solid Waste Utilities Rate Study (Project); and

WHEREAS, the parties wish to amend the contract to revise the original scope of services to include a Sewer System Development Charge (SDC) Alternatives technical memo and to amend the contract for extended time to complete the work and obtain approvals;

NOW THEREFORE, in accordance with Section 4 of the Contract Agreement, the parties agree that the following modifications contained in the Amendment No.1 are in Agreement and are incorporated herein as if fully set forth:

- 1. Revise Agreement Exhibit A Scope of Services and Budget (see Exhibit A below).
- 2. Revise completion of project to read "December 31, 2014."

All other terms and conditions of the Agreement are to remain in full force and effect.

In witness whereof, the parties hereto have accepted this Agreement No. 1, which will become effective upon the execution by the City.

Financia	al Consulting Solutions Group, Inc. ("CONSULTANT")	City of Camas ("CITY")	
Ву		Ву	
Typed Na	ame: Angie Sanchez Virnoche	Typed Name: Eric Levison	
Its Princi	ipal_	Its Public Works Director	
Address:	7525 166th Ave. NE, Suite D-215	Address: 616 NE Fourth Avenue	
	Redmond, WA 98052	P.O. Box 1055	
		Camas, WA 98607	
Date:		Date:	

# EXHIBIT A AMENDED SCOPE OF SERVICES

The following scope of services has been developed to meet the needs expressed during the March 17, 2014 telephone discussion with Eric Levison, City of Camas Public Works Director.

# SEWER

# System Development Charge Alternatives

- ♦ Evaluate the City's existing System Development Charge (SDC) methodology and class distinctions, specifically Commercial I and Commercial II classes.
- ♦ Discuss alternative methodologies available to the City for the Sewer SDC.
- ♦ Provide a pros and cons list for each alternative.
- Provide a recommendation regarding the preferred alternative.
- Summarize SDC discussion and recommendations in a technical memorandum.

# **SCHEDULE**

A draft of the Sewer SDC alternative discussion is to be completed on or around April 25.

# BUDGET

Task	Principal	Project Manager	Admin. Support	Total Estimated Hours	Tolo	i Budget
Howly Billing Roles	\$225	\$165	\$75			
Technical Memorandum Evaluation of existing methodology		4	-	5		\$885
Discussion of affernatives	2	6	-	8		1,440
Pros and cons and a recommendation for the City	1	6	2	9		1,365
Total Technical Analysis	4	16	2	22	\$	3,690
Technology Fee (\$5.00 per hour)					\$	110
TOTAL LABOR BUDGET AND EXPENSES	4	16	2	22	\$	3,800

9600 NE 126TH AVENUE, SUITE 2520 · VANCOUVER, WA 98682

April 1, 2014

City of Camas Attn: Eric Levison PO Box 1055 Camas, WA 98607

RE: Professional services proposal for an amendment to the Boulder Creek and Jones Creek Entry 1 Contract to include professional services for Entry 2.

Mr. Levison:

Attached is our estimate to provide professional forest management, forest engineering, and land surveying services for the City of Camas Boulder Creek and Jones Creek Watersheds located in Clark County, Washington.

As discussed, the purpose of this proposal is to amend the original contract and to provide professional services for harvesting Entry 2 of the Forest Management Plan. This proposal is based on the adopted City of Camas Boulder Creek and Jones Creek Forest Management Plan, additional information and requests provided by you, and our extensive experience working on similar projects throughout the Pacific Northwest and for the City. We look forward to working with you on this project. Please give me a call if you have any questions or comments.

Sincerely,

AKS Engineering & Forestry Vancouver, LLC

Alexander H. Hurley, PE, PLS

Principal

# LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the City of Camas (Client) and AKS Engineering & Forestry Vancouver, LLC (AKS) to amend the original Entry 1 Contract to provide professional forestry, forest engineering, and land surveying services for Entry 2 of the Boulder Creek and Jones Creek Watershed Forest Management Plan located in the W ½ of Section 03, NE ¼ of Section 04, NE ¼ of Section 09, and W ½ of Section 10 T2N, R4E, W.M., Clark County, Washington.

# PROJECT UNDERSTANDING

The City would like to implement Entry 2 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan. As with the development of the forest management plan, Entry 2 design will involve input from the City to further establish management objectives and preferences. The project deliverables will include completed field work (forestry, forest engineering, and land surveying), and a timber sale bid packet ready for auction. The understanding is that the timber sale harvest will be planned for sale in the fall/winter of 2014 with active operations occurring during the summers of 2015 and/or 2016.

# SCOPE OF WORK

The following list of items outlined are services AKS will be responsible for completing. As discussed, AKS will provide layout, engineering, appraisal, and contract preparation services for units 7, 27, and 28.

# UNITS 7, 27 & 28

# TASK 1: HARVEST UNIT LAYOUT

### FOREST ENGINEERING SERVICES:

Forest engineering services will include:

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, evidence of root rot, and physical characteristics of the harvest units.
- Mark harvest unit boundaries (cutting lines, Riparian Management Zones (RMZ's), etc.).
- Perform unit boundary mapping to determine the actual harvest areas.
- Determine the amount and appropriate location of Wildlife Reserve Trees (WRT's) and Green Retention Trees (GRT's) required to remain based on harvest area.
- Mark the WRT's and GRT's in the field.
- Perform field investigation to determine road and landing locations.
- Survey the preliminary road location (P-Line).
- Complete road designs.
- Perform road staking/posting of the final road designs.

### FORESTRY SERVICES:

Professional forestry services necessary for harvest unit layout include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, which includes the timber value, road construction and harvesting costs. These factors will help determine an estimated stumpage value.

### TASK 2: SURVEYING

### BOUNDARY SURVEYING:

The exterior boundaries of the site require professional surveying to reestablish and mark the property lines prior to harvesting. Unit 7, as part of Entry 2, may require one section of exterior line to be reestablished. The south line of the NW ¼ of the NW ¼ of Section 10, T2N, R4E, W.M. may need to be surveyed.

The scope of work varies greatly for reestablishing this line, ranging from line marking between existing monuments to searching for original GLO monuments, breaking down the section, setting new monuments, reestablishing the property line, followed by line marking and recording a survey with Clark County. The DNR does not have any records of surveys for the section and preliminary research has been unsuccessful at locating any recorded documents; therefore, the most extensive scope of survey work is anticipated. However, if monuments are located in the field and additional research can verify the validity of the monuments, AKS fees would be reflective of the actual work performed.

Professional Surveying Services may include:

- Searching for original GLO monuments in the field
- Additional survey research
- Field survey (GPS and/or conventional) to tie any existing section monuments
- Using appropriate methods and calculations to break down Section 10, T2N, R4E, W.M.
- Field survey of the section lines required for Unit 7
- Set monuments, line marking and posting of the boundary lines required for Unit 7
- Office support for field survey crews
- Draft record of survey
- Recording the survey with Clark County

### **TASK 3: TIMBER SALE PACKET**

### SPECIFICATIONS/PERMITTING/BIDDING:

The following services described below will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- Department of Natural Resources (DNR) Permitting: Prepare permit applications (including RMAP checklist) and obtain permits for road construction and harvesting activities.
- Special provisions/specifications include preparation of the following for inclusion in the contract:
  - Road specifications
  - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on City review.
- Marketing of the contract to prospective bidders

# REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

# TASK 4: TIMBER SALE ADMINISTRATION

Sale activities, process and administration services scope and fees are to be determined at a later date.

## TASK 5: POST-SALE ADMINISTRATION

Post sale activities, process and administration services scope and fees are to be determined at a later date. Example of these activities and services are reforestation contract preparation and administration, continued tree seedling survival monitoring and inspections.

# **ESTIMATE FOR SERVICES**

# UNITS 7, 27 & 28

# TASK 1: HARVEST UNIT LAYOUT

FOREST ENGINEERING SERVICES:	\$16,500
FORESTRY SERVICES:	\$9,500
TASK 2: SURVEYING	
BOUNDARY SURVEYING:	\$15,000
TASK 3: TIMBER SALE PACKET	
SPECIFICATIONS/PERMITTING/BIDDING:	\$5,000
REIMBURSABLE EXPENSES:	\$1,500
TOTAL COST:	\$47,500

## **ASSUMPTIONS:**

- This proposal is for contract preparation ready for bidding for road construction and final timber harvest unit layout. Contract Administration and post-sale activities are not included in this scope of work.
- AKS can provide a scope of work and fee estimate for contract administration services for road construction and harvesting timber following completion of this phase.
- Neighborhood outreach services and meetings are not included in this proposal.
- The timber sale contract will follow the same format and utilize the same standard clauses as the Boulder 2013 Timber Sale contract.
- Unit boundary mapping will be performed with a resource grade GPS and will not be surveyed.

## BASIS OF FEE AND BILLING:

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

## **EXCLUSIONS:**

Services not specifically included.

Fees or bonds required by affected governmental bodies for review, filing, and submission of plans, drawings, and plats are not included in the estimate. Title company fees are not included.

See attached "General Provisions".

Al Ah		
AKS Engineering & Forestry Vancouver, LLC	Mayor Scott Higgins	
Date <u>04-01-14</u>	Date	
AKS Engineering & Forestry Vancouver, LLC 9600 NE 126 <sup>th</sup> Avenue, Suite 2520	City of Camas	
Vancouver, WA 99682	PO Box 1055 Camas, WA 98607	

### GENERAL PROVISIONS

- REIMBURSABLE EXPENSES: Reimbursable expenses of AKS Engineering & Forestry Vancouver, LLC (AKS) shall be those expenses incurred directly for the project, including but not limited to transportation costs, meals, lodging, computer services, printing, permit fees, and binding charges. Reimbursement for these expenses shall be on the basis of actual costs (if incurred through an outside vendor) or at AKS' current cost rates.
- 2. OUTSIDE SERVICES: Any technical or professional services furnished by an outside consultant or contractor will be billed at cost.
- AKS' FEES AND FEE ESTIMATES: Unless otherwise agreed in writing, charges for all AKS' services will be billed in accordance with AKS' rate schedule in effect at the time the
  services are performed. Any estimate provided by AKS will be provided on the basis of experience and judgment, but AKS cannot warrant that actual time and expenses will not vary
  from these fee estimates.
- 4. PAYMENT TO AKS: Monthly invoices will be issued by AKS for all work performed under the terms of this Agreement. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a periodic rate of 1.5% per month (which is an annual percentage rate of 18%), unless another rate is mandated by law, in which case the finance charge shall equal the maximum interest rate allowed by law. Client agrees that, if it disputes any portion of an invoice, Client must notify AKS of such dispute in writing within 30 days of the invoice date, which notice must set forth the disputed amount and the reason for such dispute. Client hereby waives any right to dispute an invoice more than 30 days after an invoice's date.
- 5. FAILURE TO PAY: Client acknowledges that failure to timely pay any amount hereunder is a material breach of this Agreement, and that AKS may, in its sole discretion, suspend service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals) in the case of any late payment, and that if any payment is not timely made, AKS may further withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principal's). AKS may claim a lien for all materials, labor, and services furnished if any amount due hereunder is not timely paid. In addition to the principal amount due hereunder, and any Finance Charges that accrue hereunder, Client agrees to pay AKS all collection costs that AKS incurs, regardless of whether or not litigation is initiated, including but not limited to reasonable attorney's fees, court costs, and charges for AKS staff time (at AKS' regular rates). If AKS suspends work as a result of Client's non-payment, AKS may require an additional "start up fee" to re-start work hereunder, even if Client cures all past defaults.
- 6. GOVERNMENT CHANGES: If AKS, pursuant to this Agreement, produces a work product and/or performs field work that complies with the ordinances, policies and procedures of governmental agencies, and any such governmental agency changes its ordinances, policies, procedures or requirements after the date of this Agreement, any additional office or field work thereby required shall be paid for by Client as extra work.
- ADDITIONAL SERVICES: Client agrees that if services not specified in this Agreement are provided, or if Client requests services not specified here-in, Client agrees to timely pay
  for all such services as extra work at AKS's standard rates (if not otherwise specified).
- 8. CONSTRUCTION COST ESTIMATES: Any construction cost estimates provided by AKS will be on a basis of experience and judgment, but since AKS has no control over market conditions or bidding procedures, AKS cannot warrant that bids or actual construction costs will not vary from these cost estimates.
- 9. PROFESSIONAL STANDARDS: AKS shall only be responsible, to the level of competency and the standards of care, skill, and diligence maintained by professionals providing similar services in AKS' local community at the time that AKS provides services under this Agreement. AKS makes no other warranty, expressed or implied.
- 10. TERMINATION- Either Client or AKS may terminate this Agreement by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work previously authorized and performed prior to effective date of termination.
- 11. LIMITATION OF LIABILITY: Client hereby waives all claims against AKS and releases AKS from any claim, demand, loss, or liability that Client may now or hereafter have against AKS arising out of or in connection with this Agreement or the services provided hereunder (whether in tort, contract or otherwise), provided that any such claim, demand, loss or liability has not resulted from AKS' gross negligence or willful misconduct. In no case shall AKS's liability to the Client for any cause or combination of causes, in the aggregate, exceed the amount of the fee actually paid to AKS under this Agreement. In no event shall AKS be liable for any indirect or consequential damages of any kind.
- 12. LEGAL EXPENSES: In the event either party hereto must seek legal counsel for the purpose of enforcing or otherwise interpreting the terms of this Agreement, whether or not legal action is initiated, the losing party shall pay the prevailing party all fees, costs, and expenses incurred including reasonable attorneys' fees and expert witness fees, including any fees and costs incurred on appeal.
- 13. ENFORCEABILITY: In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired.
- 14. AUTHORIZATION TO PROCEED: Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.
- 15. TRANSFERABILITY OF AGREEMENT: This Agreement is between Client and AKS and is not transferable without the written consent of the other party.
- 16. ACCESS TO SITE: Unless otherwise stated, Client warrants that AKS will have access to the site, to the same degree as Client, for activities necessary to perform services. Client represents that it has unrestricted access to the site.
- 17. OWNERSHIP OF DOCUMENTS: It is understood and agreed that the calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), whether in hard copy or machine-reader form, are instruments of professional service intended for one-time use by Client only for this project only. Work Product is and shall remain the property of AKS. Client shall not obtain the right to use the Work Product, even for one-time use unless all amounts due under this Agreement are paid in full. If Client is in possession of any Work Product and has not paid any amount due hereunder, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return such Work Product.
- 18. INSURANCE: AKS is covered by a general liability insurance policy and a professional liability policy, which policies shall each provide for at least \$1,000,000 coverage per occurrence. If Client requires additional coverage in excess of that amount, and if procurable, AKS will obtain additional insurance to the level Client requests at Client's sole expense.
- 19. INDEMNITY: Client hereby agrees to defend AKS and hold AKS harmless from any claim, demand, loss or liability, including reasonable attorneys' fees, that results from for any loss, damage or liability arising from any acts by the Client, its agents, staff, and/or other consultants or agents that act at the direction of Client.
- 20. WORK OF OTHERS: Client agrees that AKS shall not be responsible or liable for any work performed or services provided by any entity other than AKS and/or any person that is not a direct employee of AKS. Client acknowledges that AKS may assist Client with the coordination of other contractors and/or design professional and/or consultants, and/or that AKS will make arrangements for the provision of services by others; and Client further acknowledges that such coordination and/or other such efforts does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide Geo-technical engineering, Traffic engineering, structural engineering, wetland delineation, and electrical engineering, services. Client expressly acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.
- 21. ALL TERMS MATERIAL: All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties.
- 22. VENUE: Any litigation initiated in connection with this Agreement shall take place in Multnomah County, Oregon, unless such case involves a lien claim that must be litigated elsewhere as a matter of law, in which case all issues related to this Agreement may be litigated in the same forum as the lien claim. All claims of any nature that relate to this Agreement shall be subject to Oregon law, unless such claims relate to the foreclosure of a lien and are, as a matter of law, subject to the laws of another state, in which case only the lien claim will be subject to the laws of another state, and all other claims/issues will remain subject to Oregon law.
- 23. NOTICE OF CLAIMS: Client shall, and expressly agrees to, provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS, including but not limited to any dispute, any claimed damages, any perceived failure by AKS, or otherwise. As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any such claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice, for any reason, shall constitute waiver of such claim.



N.W. 18TH AVE. PEDESTRIAN IMPROVEMENTS CAMAS, WASHINGTON

MARCH, 2014

4996132 D

RecFee - \$76.00 Pages: 5 - CLARK COUNTY REAL PROPERTY 07/23/2013 11:59

Recording requested by: Clark County Public Works Real Property Services P. O. Box 9810 Vancouver, WA 98666-9810

P. O. Box 9810
Vancouver, WA 98666-9810

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Date
Oug Lasher
Clark County Treasurer

By
Document Title: Quit Claim Deed
Grantor: Clark County, Washington
Grantees: City of Camas, Washington
Legal Description: S 1/2 Sec 5 & N 1/2 Sec 8 T1N R3E WM

PW 13-31

Additional legal Description is attached as Exhibit "A" R/W Adj. to Serial #'s: 125646-000; 125635-000; 125645-000

# QUIT CLAIM DEED

THE GRANTOR, CLARK COUNTY, a political subdivision of the State of Washington, for and in consideration of good and valuable considerations, as set out herein conveys and quit claims to the CITY OF CAMAS, a municipal corporation of the State of Washington, its heirs and assigns, any interest they may have in the following described real estate situated in the County of Clark, State of Washington, to wit:

# SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH BY THIS REFERENCE IS INCORPORATED HEREIN

CONSIDERATIONS: MUTUAL BENEFITS.  Dated this 10 day of 300	, 2013.
Accepted on behalf of the City of Camas, Washington	BOARD OF COUNTY COMMISSIONERS CLARK COUNTY, WASHINGTON Steve Stuart, Chair
Ву:	
Scott Higgins, Mayor	Tom Mielke, Commissioner
	David Madore, Commissioner

Recording requested by: Clark County Public Works Real Property Services P. O. Box 9810 Vancouver, WA 98666-9810

Document Title: Quit Claim Deed Grantor: Clark County, Washington Grantees: City of Camas, Washington

Legal Description: S 1/2 Sec 5 & N 1/2 Sec 8 T1N R3E WM Additional legal Description is attached as Exhibit "A" R/W Adj. to Serial #'s: 125646-000; 125635-000; 125645-000

CONSIDERATIONS: MUTUAL BENEFITS

# QUIT CLAIM DEED

THE GRANTOR, CLARK COUNTY, a political subdivision of the State of Washington, for and in consideration of good and valuable considerations, as set out herein conveys and quit claims to the CITY OF CAMAS, a municipal corporation of the State of Washington, its heirs and assigns, any interest they may have in the following described real estate situated in the County of Clark, State of Washington, to wit:

# SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH BY THIS REFERENCE IS INCORPORATED HEREIN

This Quit Claim Deed may be executed in multiple counterparts, each of which shall be deemed an original Quit Claim Deed, and all of which shall constitute one Quit Claim Deed, by each of the parties hereto on the dates respectively indicated in such counterparts, to be effective as of the effective date of this Quit Claim Deed.

Dated this 15th day of July	, 2013.
	BOARD OF COUNTY COMMISSIONERS CLARK COUNTY, WASHINGTON
Accepted on behalf of the City of Camas/Washington	
	Steve Stuart, Chair
Scott Higgins, Mayor	Tom Mielke, Commissioner
	David Madore Commissioner

Quit Claim Deed R/W Adj. to Serial #'s: 125646-000; 125635-000; 125645-000

STATE OF WASHINGTON

	Y OF CLARK  10th day of MUY	, 2013, before me personally appeared
		, to me known to be the duly elected, qualified
foregoing and dee stated th of Count	g instrument, and acknowledg d of Clark County, for the us at she/they is/are authorized t by Commissioners of Clark Co	of Clark County, Washington, who executed the ged said instrument to be the free and voluntary act ses and purposes therein mentioned, and on oath o execute said instrument by resolution of the Board punty and that the seal affixed is the official seal of
Clark Co Dated:_	1/110/13	Rebecce 2 Alton
	REBECCA L. TILTON NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES APRIL 26, 2017	Notary Public in and for the State of WA Residing at Eathle Ground My commission expires: 4 26 17



proud post, promising future

CLARK COUNTY WASHINGTON

Superior service that is responsive and cost justified

PUBLIC WORKS
COUNTY SURVEYOR'S OFFICE

# EXHIBIT "A" SE 40th STREET

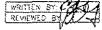
A strip of land lying in the south half of Section 5 and the north half of Section 8, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, being more particularly described as follows:

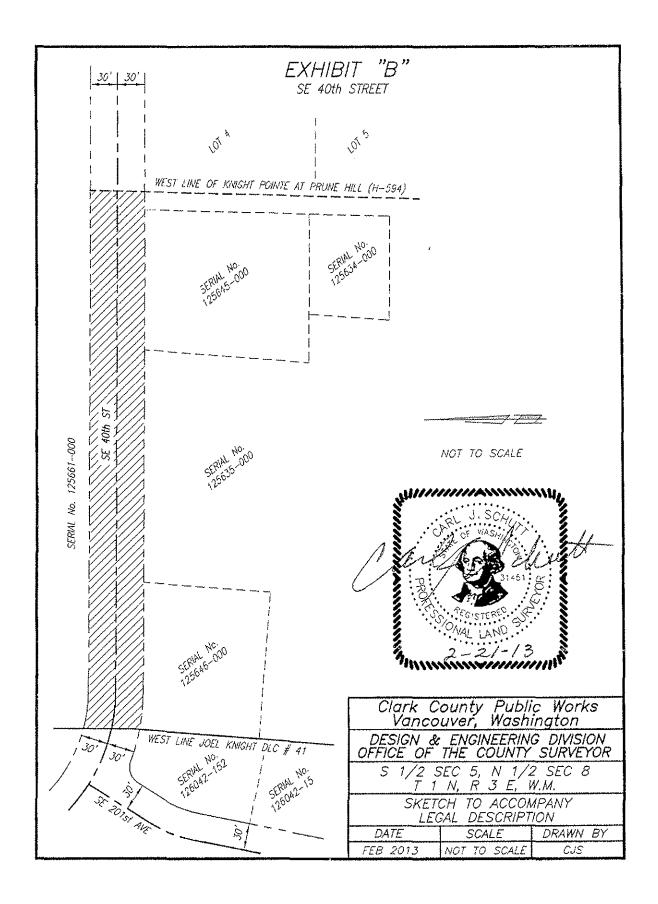
All that portion of SE 40th Street lying between the west line of the Joel Knight DLC # 41 and the northerly extension of west line of the plat of Knight Pointe at Prune Hill as recorded in book H of plats at page 594, records of Clark County, Washington, all in Clark County, Washington.

This description contains 35,674 square feet as calculated by the double meridian distance method.



SE 40th ST





### ORDINANCE NO. 2700

AN ORDINANCE annexing a portion of SE 40<sup>th</sup> Street, also known as NW 18<sup>th</sup> Avenue, to the City of Camas, pursuant to the provisions of RCW 35A.14.300. Annexation for Municipal Purposes

### THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

### Section I

The City Council of the City of Camas makes the following findings:

- A. The City is currently undertaking a pedestrian and bike link improvement project on NW 18<sup>th</sup>

  Avenue.
- B. The section of NW 18<sup>th</sup> Avenue that the City proposes to annex currently is surrounded by Camas city limits.
- C. Clark County has previously quit claimed to the City any ownership rights it has in and to the section of NW 18th Avenue that the City proposes to annex.
- D. By annexing the subject portion of NW 18<sup>th</sup> Avenue, the City of Camas will be the sole local governmental agency in the permitting and management of the pedestrian and bike link improvement project. This will enable the project to proceed more efficiently.
- E. RCW 35A.14.300 permits code cities by a majority vote to annex territory outside of the city limits of such city for any municipal purpose when such territory is owned by the City.

### Section II

Pursuant to RCW 35A.14.300, that portion of NW 18<sup>th</sup> Avenue described in Exhibit A attached hereto, and illustrated in Exhibit B attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and lying contiguous to the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

### Section III

The City Clerk is hereby directed to file with the Board of Clark County Commissioners of Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary and proper.

### Section IV

The ordinance shall take force and be in effect five (5) days from and after its publication according to law. The annexation of the aforedescribed real property shall be effective as of the effective date of this ordinance.

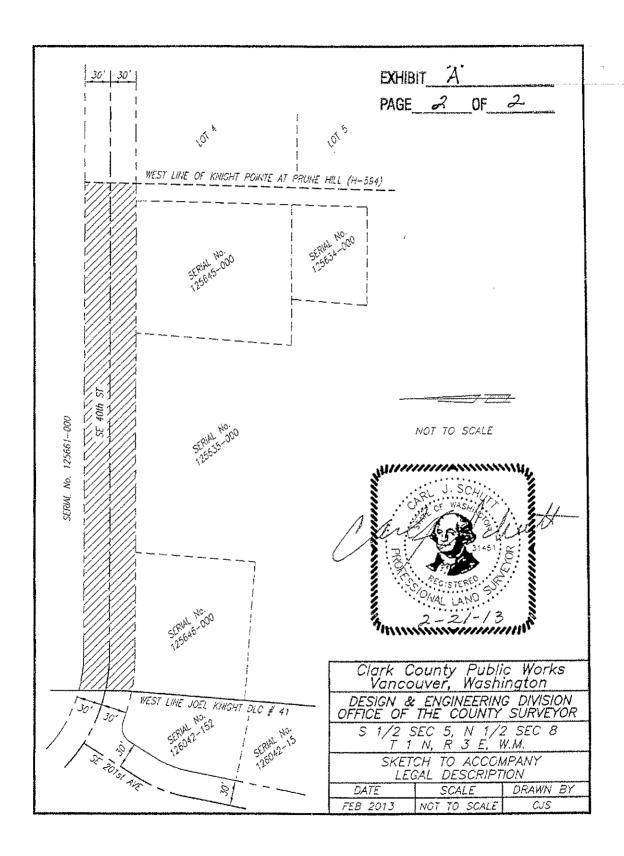
PASSED by the Council and	d APPROVED by the Mayor this day of April 2014.
	SIGNED:Mayor
	ATTEST:Clerk
APPROVED as to form:	
City Attorney	

# EXHIBIT "A" PAGE 1 of 2 SE 40<sup>th</sup> STREET

A strip of land lying in the south half of Section 5 and the north half of Section 8, Township 1 North, Range 3 East of the Willamette Meridian in Clark County, Washington, said strip being public right-of-way quit claimed from Clark County to the City of Camas under Auditor's File Number 4996132 D, and more particularly described as follows:

All that portion of SE 40<sup>th</sup> Street lying between the west line of the Joel Knight DLC # 41 and the northerly extension of west line of the plan of Knight Pointe at Prune Hill as recorded in book H of plats at page 594, records of Clark County, Washington, all in Clark County, Washington.

This description contains 35,674 square feet as calculated by the double meridian distance method.



over and the

#### RESOLUTION NO. 1294

A RESOLUTION creating the position of Custodial Aide, and establishing a salary scale for the position.

#### THE COUNCIL OF THE CITY OF CAMAS DO RESOLVE AS FOLLOWS:

#### Section I

There is hereby created in the Public Works Department a new position entitled Custodial Aide. Such position shall be a union representative position in the AFSCME bargaining unit and shall perform such duties as shall be outlined in any job description prescribed by the City, as may be revised from time to time.

#### Section II

The salary scale for the position of Custodial Aide shall be as set forth in Exhibit A attached hereto.

ADOPTED by the Council	of the City of Camas at a regular meeting this day of Apr	ʻil,
2014.		
	SIGNED:	
	Mayor	
	A CONTROL	
	ATTEST: Clerk	
APPROVED as to form:		
City Attorney		

EXHIBIT A

Position	1	2	3	4	5	6	7
Custodial Aide	11.00	11.33	11.67	12.02	12.38	12.75	13.13

# **AGREEMENT**

by and between

# CITY OF CAMAS

 $\quad \text{and} \quad$ 

# CAMAS POLICE OFFICERS' ASSOCIATION

January 1, 2014 - December 31, 2014

### TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	ASSOCIATION SECURITY	1
ARTICLE 3	CHECK -OFF OF DUES	2
ARTICLE 4	WORK SCHEDULE	2
ARTICLE 5	OVERTIME	
ARTICLE 6	HOLIDAYS	7
ARTICLE 7	VACATIONS	8
ARTICLE 8	SICK LEAVE	
ARTICLE 9	BEREAVEMENT LEAVE	12
ARTICLE 10	JURY DUTY	13
ARTICLE 11	OTHER LEAVES	13
ARTICLE 12	SENIORITY	14
ARTICLE 13	PROMOTIONS, DEMOTIONS AND TRANSFERS	14
ARTICLE 14	LAYOFFS AND RECALL	14
ARTICLE 15	HEALTH AND WELFARE	15
ARTICLE 16	DISCIPLINARY PROCEDURES	
ARTICLE 17	UNIFORMS, WEAPONS AND EQUIPMENT	18
ARTICLE 18	GREIVANCE PROCEDURE	19
ARTICLE 19	NON-REDUCTION OF WAGES AND WORKING	
	CONDITIONS	22
ARTICLE 20	STRIKES AND LOCKOUTS	
ARTICLE 21	ASSOCIATION REPRESENTATION	
ARTICLE 22	BULLETIN BOARD	
ARTICLE 23	NON-DISCRIMINATION	
ARTICLE 24	WAGES, CLASSIFICATIONS AND PAY PLANS	
ARTICLE 25	SEPARABILITY	
ARTICLE 26	MILEAGE ALLOWANCE	
ARTICLE 27	DEPARTMENT RULES AND REGULATIONS	
ARTICLE 28	JOB DESCRIPTIONS AND RECLASSIFICATION	
ARTICLE 29	CONFLICT OF CONTRACT AND ORDINACE	
ARTICLE 30	MANAGEMENT RIGHTS	26
ARTICLE 31	BILL OF RIGHTS	
ARTICLE 32	LIABILITY INSURANCE	
ARTICLE 33	DRUG AND ALCOHOL POLICY AND PROCEDURES	
ARTICLE 34	SCHOOL RESOURCE OFFICER	
ARTICLE 35	TERMINATION AND RENEWAL	
APPENDIX A		31
APPENDIX B		32

# AGREEMENT BETWEEN CITY OF CAMAS And CAMAS POLICE OFFICERS ASSOCIATION

THIS AGREEMENT is made and entered into this 8th day of April, 2014, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

#### **PREAMBLE**

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, well being, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

#### <u>ARTICLE 1 - RECOGNITION</u>

The Employer agrees to recognize the Association as the sole collective bargaining agent for all regular full time, regular part time and provisional part time employees of the Police Department in the following classifications:

Police Sergeant Corporal Police Officer

#### ARTICLE 2 - ASSOCIATION SECURITY

- 2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Association in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Association in good standing.
- 2.3 In the event an employee member of the Association as defined in Article I of this agreement who joins the Association fails to maintain his membership in the Association in good standing, therein by regular payment of dues, the

Association will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his employment status with the Employer is in jeopardy, and that failure to meet his membership obligation will result in termination of employment within five (5) days.

- 2.4 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article I who have been hired, rehired, transferred, laid off or terminated.
- 2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act. Nothing in this Agreement shall deprive employees covered by this Agreement the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the Association do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.
- 2.6 The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this article.

#### ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be given to the Employer and the Association for certification purposes.
- 3.3 Authorization forms shall be signed by each employee wishing to have dues deducted.

#### ARTICLE 4 - WORK SCHEDULE

4.1 The normal work day for Patrol Officers and Sergeants shall consist of the "5/4" work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work day including time for lunch. The normal Assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work

days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.

- 4.2 The normal workday for Detectives will consist of the "4/10" work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The Normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the "4/10" work schedule as described in Section 4.2 above.
- 4.3 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.4 There shall be three patrol schedules in a calendar year in blocks of four months each:
  - Schedule "1" is from January through April;
  - · Schedule "2" is from May through August;
  - · Schedule "3" is from September through December.

Prior to December 1st of each year, all patrol employees will bid first for squad / shift assignment for the succeeding year. These bids will be based on seniority, with the provisions that squad assignment will last for the entire year. Employees will be allowed to work the same shift assignment for three consecutive periods, subject to availability. Employees will then bid for vacation within each squad as defined by the current labor agreement.

Probationary employees will not be eligible for bidding, including those persons whose probation ends at any time during the succeeding year. Probationary employees will be scheduled by management and may be assigned and rotated to any shift schedule.

The Association recognizes that employee performance is of concern to management. As such, management retains the right to move an employee to a different squad and/or shift when it has reasonable cause to do so for training, supervision, and/or employee development. In such cases where another employee is displaced, this move will affect the least senior employee whenever possible.

The Association also recognizes that with current staffing levels it is necessary to move employees to different shifts to facilitate vacation coverage, training, and

other time off. Under the 5/4 work schedule this movement will be confined within the same squad as the person taking the time off, and such moves shall be made so as to minimize the change in shift starting times.

Both parties acknowledge that a balance of experience on the respective squads can be critical to the Police Department's overall efficiency. It is agreed that management, after reviewing the bids, has the right to make adjustments to the squad staffing, by reverse seniority, to achieve experiential balance.

The above applies except in the following cases, for which management retains full authority and rights for assignment:

- Special assignments (which currently includes, but is not limited to, detectives, SRO, crime prevention);
- Hardships to any officer;
- During times of emergency (as defined in section 30.6 of the current labor agreement).

If, at any time during the year, an employee is moved from a non-patrol assignment, then that person shall be assigned to the squad/shift vacated by his/her replacement for the remainder of that year.

If it is necessary for management to adjust the shift staffing levels or fill long term vacancies, other than those created by regular time off or reassignment of an employee, management shall fill those vacancies as follows:

- Management shall ask for volunteers to fill the vacancies and award same based on seniority, except as noted above with regard to time limits for working the same shift and the status of probationary employees;
- If volunteers are not available, management shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, management shall affect the least senior employee(s) whenever possible.

Employees may be allowed to voluntarily exchange shift assignments up to one work week during any one scheduling period, as long as overtime is not incurred by the affected employees and subject to the approval of a supervisor. Employees may be allowed to exchange shift assignments for longer periods of time as determined by and subject to approval of the Chief of Police or his/her designee.

4.5 Two (2) rest periods of fifteen (15) minutes each shall be allowed employees when conditions permit.

#### ARTICLE 5 - OVERTIME

5.1 Overtime shall be defined as all hours worked outside of an employee's regularly scheduled shift, with permission of the supervisor. There shall be no pyramiding of overtime. Overtime compensation can only be received when the employee is not in another form of paid status

As an example, while on vacation and called back into work an employee cannot be paid for both vacation + overtime. In this situation, the employee would receive overtime for all hours worked but would not charge/utilize vacation hours for the same time period. Also, while on paid Labor and Industries leave, an employee cannot put in for overtime for going to court.

- 5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act.
- 5.3 Employees called back to work on a scheduled work day or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours worked.

"Call Back" shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of his/her previous shift.

Also for purposes of this section "outside of an employee's regular work hours" means the employee's scheduled days off, any paid leave which has been pre-approved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for his/her regularly scheduled shift.

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensating time off at one-half (0.5) time.
- 5.6 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or his designee with three (3) days notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act.

- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to "flex" their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no "call back" penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 Sergeants Receiving Work Telephone Calls While Off Duty: A commissioned Sergeant who is called during non-working hours to perform official duties and who is not required to report to a work site shall be compensated for thirty (30) minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.

If the call results in the Sergeant reporting to the work site, Article 5.3 will apply and the employee is not eligible for the thirty (30) minutes of compensation outlined is this section, assuming the phone call occurred within 30 minutes of physical response.

- 5.10 Officers Receiving Work Telephone Calls While Off Duty: Officers who are called via telephone while off duty shall be compensated as follows:
  - Telephone call must be more than 5 minutes in duration.
  - Telephone call must have been directed by the Police Captain employee level or above.
  - Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
  - This is not intended to compensate officer to officer or Sergeant to officer initiated phone calls.
- 5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a <u>seniority schedule</u>, with those most senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a <u>rotational schedule</u>. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

An employee is not eligible for the provisions of this Article where work schedules, known commitments, or other policies and/or procedures would disqualify them from being able to work the opportunity. Certain CPOA

members in a probationary status may be restricted from these opportunities if in the opinion of the Chief, the probationary employee is not yet qualified to fill the opening.

CPOA will provide the City a list, in order of seniority, indicating a single telephone contact number at which the employee may be reached for the purpose of filling available overtime opportunities. This list may be updated by CPOA at any time, as needed. If the employee cannot be reached at the number provided, the Department shall not be required to try any other telephone number and may move on to the next person on the list. If no employees accept the overtime opportunity, the Department will mandate, in reverse order of seniority, the most junior member that is able to be contacted to take the overtime duty.

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the complete <u>seniority list</u> or <u>rotational list</u> has been exhausted. The intent of this provision is to distribute the limited overtime opportunities as equitably as practical, between all members of CPOA.

Provided, at certain times the employer, for valid reasons of "business necessity" or "emergency" may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 48 hours to fill said opening shall be deemed to be an "emergency." In addition, certain overtime opportunities are restricted based upon a "business necessity" which means only certain individuals have the qualifications and skills needed for a specific assignment or function.

This provision will not apply to standard patrol overtime opportunities of three (3) hour blocks or less.

Should the employer fail to follow the above outlined process and end up skipping past a member or members who were eligible to work an overtime opportunity, the department shall be responsible to award the same amount of overtime to those affected, to be split equally. In no event will the penalty under this clause be more time than the original overtime that was wrongfully awarded. Overtime awarded to members under this article will be rounded up to the nearest quarter hour.

In the case mentioned above, the word "skipping" is defined as no attempt was made to contact the eligible member.

#### ARTICLE 6 - HOLIDAYS

6.1 All probationary police employees will be granted one hundred thirty-eight (138) hours of annual holiday time at the rate of eleven and one-half (11.5) hours per month. The monthly accrual rate will continue until January 1 of the year following their probationary period, at which time they will accrue

- one hundred thirty-eight (138) hours of holiday time under the provisions of 6.2. See accrual maximum in Article 7.1.
- 6.2 Members will be granted one hundred thirty-eight (138) hours of annual holiday time each year in lieu of holidays.
- 6.3 Employees can, at specified times during the year, buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cut-off date to receive holiday buy back in that pay period. The employee may buy holiday time any month except in December or January.
- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate of eleven and one-half (11.5 hours) per month until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the final paycheck.
- 6.5 Each year, any holiday time not used by the end of the December pay period shall be added to the employee's vacation bank. See Article 7.1 for maximum annual carry over limits.

#### **ARTICLE 7 - VACATIONS**

7.1 Paid annual vacation shall be considered as regular employment with accrual beginning at the date of hire. No vacation accrual may be taken by new employees until the completion of six (6) months of service. The Chief may make exceptions on a case by case basis. Thereafter vacation accrual may be taken as earned according to the following schedule:

Years of Law Enforcement Service*	Hours per Year	<u> Hours per Month</u>
0 · 4yrs	96	8
5 - 9	144	12
10 - 14	168	14
15- 19	192	16
20 and over	240	20

<sup>\*</sup>Commissioned years of service only.

Maximum vacation hours to carry over: Accrued leave time (vacations, holidays) shall not exceed 400 hours on December 31.

7.2 All part time employees shall accrue vacation at the same rate as regular full time employees but in proportion to the number of hours worked.

- 7.3 <u>Vacation Bid Process</u>: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head, with certain restrictions listed below dealing with short notice time off requests.
  - First, the patrol sergeants bid their vacations. Once approved their vacations are posted on the upcoming year's schedule.
    - o Sergeants on the same squad are not allowed to take *pre-scheduled bid* vacations off at the same time. This would leave the squad without adequate supervision that period.
  - Next, bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
    - o No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

Following the completion of the full week bid cycles, rounds 1, 2, and 3, patrol sergeants and patrol officers will be allowed to bid for partial weeks, or individual days off, in vacation bid rounds 4, 5, and 6. The order of selection will be made following the same criteria used for full week vacations, listed above. Each employee can request up to two such partial weeks or two individual days off, each round. A partial week is considered to be consecutively scheduled work days.

- Then, after the bidding process is complete and through the rest of the year, employees may bid for vacation slots on a 'first come, first served' basis.
  - o Supervisors should make certain the request form reflects date and time the request was made to avoid conflicts or challenges.
- Finally, additional vacation for a third person off may be requested but not approved until thirty (30) days prior to the requested date.
- Supervisors have the primary responsibility of assuring their squads have sufficient staffing. When considering a short term request for vacation or comp-time days off Supervisors should consider impacts of particular events and or holidays when considering the request.
  - Some examples include but are not limited to; Camas Days, Fourth of July, New Years Eve/Day, Halloween, Super Bowl Sunday, labor unrest/strikes, harsh weather events, disasters, etc... Overtime will only be used to backfill unanticipated or 'special circumstances' squad shortages.

The Chief and Captain will meet with the Sergeants prior to releasing the bid shift notice to discuss blackout dates. Both parties will work to minimize denial of leave requests through collaboration. However, the Chief has final discretion on staffing levels for all days.

This procedure is intended to provide acceptable guidelines for vacation bids. Exceptions to the procedure may be granted on approval of the Chief of Police or designee. Typically, exceptions will be considered on the basis of special, unusual or unexpected circumstances. In any case, approved exceptions to this procedure will not establish precedence for future application.

7.4 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.

#### ARTICLE 8 - SICK LEAVE

- 8.1 Employees of the police department shall accrue sick leave at the rate of ten (10) hours per month with a maximum accrual of one thousand forty (1040) hours.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness. Any employee who utilizes more than three (3) separate work days of sick leave either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick hours taken during the remainder of that year.
- 8.3 Employees noted in 8.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, or any person living in the immediate household, requiring the employee's attendance and/or care. Employees shall make reasonable attempts to schedule routine medical, dental and vision care appointments during their off-duty time so as to not impact department staffing levels. Emergency and last minute appointments shall be approved by the immediate supervisor, Captain, or Police Chief.

Sick leave may also be used for parents, including "step", who do not live in the employee's household, under circumstances defined as serious or extreme and/or life threatening.

- 8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.

- 8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has not used any sick leave during the previous twelve (12) consecutive calendar months, shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed.

If an employee has less than one thousand forty (1040) sick leave hours and does not use any sick leave during the previous twelve (12) consecutive calendar months, the employee shall have the option of accepting a one-time addition of twelve (12) hours of leave added to their vacation bank, or may opt for a one-time \$300 cash bonus.

The employee must contact payroll to receive this benefit. The request must be made within sixty (60) days of the occurrence (end of 12<sup>th</sup> month in which the incentive took place).

8.8 If an employee retires from the City, meeting LEOFF plan requirements, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

#### 8.9 Federal Family Medical Leave

Employees who work for the Employer for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An "immediate family member" for purposes of Family Medical Leave is defined as an employee's spouse, child, parents, or any member of the immediate household. The Employer may expand the definition of immediate family under special circumstances. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The Employer may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the Employer with at least thirty (30) days' notice if possible before taking such leave, or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee's spouse,

parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory or personal days and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee's minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, personal leave, compensatory leave, compensatory time off and vacation leave.

As required by law, the Employer shall maintain the employee's health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee's former or equivalent position.

#### Washington State Family Leave

An employee is entitled to twelve (12) workweeks of family leave during any twenty-four month period to: (a) care for a newborn child or adopted child of the employee who is under the age of six at the time of placement for adoption, or, (b) care for a child under eighteen years old of the employee who has a terminal health condition, or (c) to care for the employee's registered domestic partner with a serious health condition. This twelve weeks allowed by Washington State Law (RCW 49.78) for leave is in addition to leave provided for pregnancy or childbirth.

#### Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities. (RCW 49.12.265)

#### ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) working days bereavement leave shall be allowed when there is a death in the employee's immediate family. "Immediate family" shall be defined as the employee's and spouse's children, domestic partner, parents, siblings, grandparents or grandchildren, or any member of the immediate household. Recognizing the need for family support, a maximum of two (2) days funeral or memorial service leave may be granted at the discretion of the department head to attend the funeral or memorial service of grandparents-in-law, aunts or uncles, and nieces or nephews of the first generation.
- 9.2 Bereavement leave of more than three (3) working days may be taken subject to the approval of the department head. Bereavement leave in excess of

- three (3) working days will be charged to sick leave, vacation leave, or leave without pay.
- 9.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.

#### **ARTICLE 10 - JURY DUTY**

10.1 An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between his/her regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit money received for such services to the City performed during City time.

#### **ARTICLE 11 - OTHER LEAVES**

11.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) calendar days with pay during each calendar year while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while his/her spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of his/her intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay

shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from his total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.

- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.
- 11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.

#### ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee with the Employer within rank, in the police department.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

#### ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 Promotions, demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.
- 13.2 For the position of Police Sergeant, the Civil Service Commission will submit to the Chief the list of the highest three (3) scores on the promotional list for Sergeant. The Chief may select any of the three (3) candidates for a promotional opportunity.

#### ARTICLE 14 - LAYOFFS AND RECALL

14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from lay-off shall be done in order of seniority with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. Failure of such employee to report for reinstatement within 10 days of notification of job availability shall result in loss of seniority.

# ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The City will select from available plan options that one which will be fully funded by the City. If the retiree opts to upgrade to other plans available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for Employer paid post-retirement medical insurance, but may participate for themselves and spouse at their own expense for the employee and spouse, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).

#### 15.4 Health Insurance

<u>AWC HealthFirst and Kaiser Plan 12B:</u> The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent Dependent(s) coverage: ninety (90%) percent. Employees shall pay, through pre-tax payroll deduction, ten (10%) percent of total premium cost.

The employer shall inform the association of the upcoming year's premium rates as soon as possible; the group may choose to move to other health plans offered by AWC and Kaiser with at least thirty (30) days notice and any additional requirements of carrier.

- 15.5 For the term of this agreement, the employer agrees to pay the premiums for Washington Dental Service (WDS) -Plan F, Willamette Dental \$15 co-pay plan and VSP vision coverage for the employee and their dependents. The Employer with pay the premiums for a life insurance plan for the employee consistent with the plan offered by the employer. The employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.6 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the

premium structure and/or benefit structure, then and in that event, the Employer will notify the Association and employees of said changes. The parties will negotiate those changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium structure.

- 15.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.
- 15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.9 If a change in dependent coverage is not reported in a timely manner, the employee will be responsible for reimbursing the Employer for benefit premiums paid on their behalf.
- 15.10 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.11 Employees and their immediate families (spouse and dependent children) shall be issued pool passes for the municipal swimming pool.
- 15.12 The City' shall maintain a Section 125 plan for medical expenses and dependent care.

#### ARTICLE 16 - DISCIPLINARY PROCEDURES

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.
- 16.2 Disciplinary action or measures shall include only the following:
  - (a) Verbal Warning
  - (b) Written reprimand
  - (c) Suspension without pay
  - (d) Demotion
  - (e) Discharge
- 16.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 16.4 When the Employer determines the circumstances are such that retention of

the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be 12 (twelve) months from police academy graduation date, not in any case to exceed 18 (eighteen) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the six (6) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be removed from all City or Department maintained files and permanently destroyed in accordance with the following retention schedule and upon request of the employee:
  - 1. Verbal Warning Written records of a verbal warning or counseling shall be removed and destroyed after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
  - 2. Written Reprimand Written reprimands shall be removed and destroyed after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
  - 3. Suspensions Written records of suspensions shall be removed and destroyed after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

If discipline noted in an evaluation has passed the retention period set forth in Article 16.7 of the contract, at the request of the employee, a sheet will be

attached to the evaluation stating that the discipline referred to in that evaluation has been permanently destroyed.

It is not the intent of the City to rely on discipline noted in the evaluations beyond the retention schedule for progressive discipline purposes.

For promotion purposes, the documentation set forth in paragraph a above will be shared as additional consideration for promotional candidates.

- 16.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 16.9 Disciplinary documents that meet the criteria of "Brady" documents under the Court Rule shall be maintained until deemed unnecessary by the Prosecuting Attorney or the State Criminal Justice Training Commission on police officer decertification and are exempt from the above listed rule. However, no release of these "Brady" disciplinary documents will be made to any other person or entity and will not be used for any other purpose outside of the application of the court or the Criminal Justice Training Commission.

#### ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT

- 17.1 The Employer will furnish three (3) sets of standard approved uniforms to new employees.
- 17.2 Uniforms shall be cleaned and maintained under a quartermaster system as determined by the Chief or his designee. The Employer shall pay for the cleaning of up to six (6) uniforms and one (1) jacket per month, on average, for each employee. Employees who have been assigned to a detective assignment shall have the same cleaning allowance as those in the patrol division. The Employer shall pay for the cleaning of up to six (6) civilian shirts and pants, on the average, for each month, provided those items are used in connection to the job.
- 17.3 The Employer shall purchase a standard service sidearm and a standard set of handcuffs, holster and duty gear as required which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be purchased.
- 17.4 The employer has the sole discretion as to the type and style of uniforms and equipment provided to the employee.
- 17.5 For each year of this contract, seven hundred and fifty (\$750) dollars will be provided to those employees with the assignment of detective. This will be paid to the employee in January of each year. The purpose of the clothing allowance is to replace, clean and maintain the detective's non-uniform

clothing worn for work purposes. The clothing allowance shall be prorated for employees coming into the position after January.

#### ARTICLE 18 - GRIEVANCE PROCEDURE

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as hereinafter provided.
- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 18.5If any party fails to file a grievance within ten (10) working days from the date of the occurrence or knowledge of the occurrence, then said party forever waives and forfeits the grievance as well as any and all rights and remedies relating to said grievance. Failure to pursue a grievance to the next step renders final and conclusive, the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) calendar days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 18.6 The formal grievance procedure shall be as follows:

#### <u>Step 1:</u>

In order to protect all parties, and provide for clear documentation, all

grievances shall be in writing. To allow for grievances to be settled at the lowest possible level, each grievance shall be presented in writing by the member, or by the Association on behalf of the member, to the involved member's immediate supervisor—within ten (10) working days from the occurrence or knowledge of the occurrence. The employee shall have the option of being accompanied by his Association representative.—The immediate supervisor shall respond within three (3) working days. If the matter is not satisfactorily resolved, then the grievant may move to Step 2 in accordance with the provisions herein below.

#### Step 2:

The grievance shall be presented in written form, stating the specific provision of this Agreement allegedly violated, to the Chief within ten (10) working days from its occurrence or knowledge thereof. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. The grievance will be considered "received" using the date the email was opened (if submitted electronically) or date written grievance was opened by the Chief. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

#### Step 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance shall be presented to the Mayor or designee in writing. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission (date stamp on document provided by City Hall) and respond within seven (7) working days (days City Hall is open) of the meeting to the employee and Association. The employee has the right to be represented by his Association representative and the department head has the right to be represented by an Employer representative.

#### Step 4:

- (a) Final and Binding Arbitration and/or Mediation:
  If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.
- (b) <u>Notice Time Limitations</u>: The Association shall notify the other party in writing of submission to mediation or arbitration within twenty (20) working days after receipt of the Step 3 response.
- (c) <u>Mediation</u>: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.

- (d) <u>Arbitrator Selection</u>: After timely notice, the parties shall establish who the arbitrator will be in the following manner:
  - (i) After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.
  - (ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
  - (d) <u>Decision Time Limit</u>: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.

#### (e) <u>Limitations</u> - Scope - Power of Arbitrator:

- (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
- (ii) The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
- (iii) The arbitrator shall also have the authority to receive evidence and question witnesses.
- (iv) The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules

#### and Regulations.

#### (f) Arbitration Award - Damages - Expenses:

- (i) Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.
- (ii) The arbitrator's written award shall be final and binding on all parties.

# ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

#### ARTICLE 20 - STRIKES AND LOCKOUTS

The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article. Nothing herein shall be deemed to prohibit the Association or any individual employee from participating in any lawful activity.

#### ARTICLE 21 - ASSOCIATION REPRESENTATION

An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

#### ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS

The Association may use the department's mail box system and the City's email system to communicate with their members on Association business. All notices shall be signed by a representative of the Association who is

authorized by the Association to approve Association notices. The Association agrees to abide by all City polices in connection to the use of the City e-mail system and is aware of the laws regarding document retention and public disclosure.

#### ARTICLE 23 - NON-DISCRIMINATION

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.
- 23.3 All references to employees in this contract designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

#### ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Appendix A to this contract.
- An employee may be granted a step increase subject to satisfactory progress while on probation as determined by the department head and/or after having served six (6) months at step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in step 2 of the pay plan subject to a satisfactory performance review by the department head. Thereafter, step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head.

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Police Chief or his designee. Upon satisfactory completion of the probationary period, the employee's 'anniversary date' for future pay action shall be established by the date of the previous six-month step increase. If a probationary Sergeant is sick, injured, or is absent from the job for any reason for a period of six (6) consecutive calendar weeks or more, that length of time shall be added to their probationary time and any potential step increases shall similarly be extended.

- 24.3 Effective January 1, 2014, employees in the bargaining unit will receive a 2.7% wage increase.
- 24.4 If an existing employee is promoted to a higher job classification then the employee will receive pay at a step which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee will receive a new anniversary date as of the date of promotion and will follow the pay plan procedures set forth in Section 24.2 above. Promoted employees will receive the step in the new pay plan which results in an increase in pay of at least three (3%) percent.
- 24.5 All bargaining unit employees shall receive an education incentive premium added to the base pay equal to one (1%) percent for an Associate Arts Degree or three (3%) percent for a Bachelor Degree from an accredited college or university.
- 24.6 Employees assigned by the chief to act as a Field Training Officer shall be paid a premium of three percent (3%) of the base rate of pay for time actually spent in performing such duties.
- 24.7 In recognition of the achievement of the Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit shall receive a 1% accreditation premium each month added to their base pay.
- 24.8 Sworn officers (includes sergeants) who meet the following qualifications are eligible for the assignment as an MPO:
  - Completed six (6) years as a sworn officer years must be continuous service
  - Completed Camas probation period
  - No disciplinary action (written reprimand or above) for the prior twelve (12) months as defined below
  - Maintain all required certifications and CJTC requirements

If discipline occurs involving suspension, demotion or receiving two (2) or more written reprimands in a twelve (12) month period, MPO status is immediately suspended for a minimum time of six (6) months. After the six (6) months has passed, the employee may petition the Chief for reinstatement. Each case shall be considered on its own merits. After one year, the employee shall be reinstated to the status of MPO if no further discipline has occurred and the Officer has otherwise met the criteria listed above.

The premium pay shall be as outlined below:

In year of service	Monthly premium as %age of base wage			
7-10	4.5%			
11-15	5.5%			
16+	6.5%			

24.9 <u>Specialty Assignment Premiums</u>: Employees who are assigned to and who are performing the functions of Detective, SRO, Defensive Tactics Instructor, Firearms Instructor, TASER Instructor or Less Lethal (40mm launcher) Instructor, shall receive an additional monthly premium of one point five percent (1.5%) of their base pay. Instructors shall be certified.

Employees are eligible for the premium only when formally assigned the position by the Chief and only while in the assignment period. No employee may earn more than one assignment premium regardless of assignments.

Specialty assignments shall be made at the discretion of the Chief as outlined in Camas Police Department policy 02.25 (Specialized Units). The selection process will include a posting fo the open position to all eligible employees. The posting will be open for a minimum of fourteen (14) days to allow all interested employees the opportunity to apply.

The Chief shall determine the selection process to be used for each assignment and the minimum requirements for application and shall include that information in the posting. The length of assignment, once the appointment is made, is at the Chief's discretion.

Effective with the signing of this contract, the currently assigned members shall be grandfathered into their assignments and will receive the premium.

#### ARTICLE 25 - SEPARABILITY

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

#### ARTICLE 26 - MILEAGE ALLOWANCE

All employees required by the cognizant department head to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

#### ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

The Association agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting mandatory subjects of bargaining shall be reviewed with the Association and agreed upon prior to implementation. Nothing in this Article shall prevent the Employer from voluntarily collaborating with the Association on potential new rules and regulations that do not involve mandatory subjects of bargaining.

#### ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Association committee beforehand.

#### ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

The rules and regulation of the Camas Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

#### **ARTICLE 30 - MANAGEMENT RIGHTS**

The Association recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by at least one (1) work day of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is

required. For purposes of clarification, one work day's notice is equivalent to twenty-four (24) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than twenty-four (24) hours will result in compensation to the affected employee(s) of an additional one (1) hour of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra one (1) hour is a penalty for the late notice, it does not conflict with the Article 5.1.

- 30.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the employer.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the employer.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is defined as unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- 30.8 Provided nothing contained in this article shall be deemed as a waiver of the Association's right to bargain changes in mandatory subject of bargaining.

#### ARTICLE 31 - BILL OF RIGHTS

- 31.1 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.
- 31.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.
  - Such investigations shall be conducted under the following general guidelines:
  - When a permanent, non-probationary employee is the subject of a formal internal investigation by the Camas Police Department, prior to any interview of the employee, the employee shall be advised of the specific nature of the inquiry of and whether he or she is suspected of (1) committing

a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.

- If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to his constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, he shall be fully advised of his rights under the Miranda decision. The employee shall have the right to retain an attorney of his own choosing, (at no expense to the City of Camas). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and he/she shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement he or she has signed pertaining to the investigation.
- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though he may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer's expense.

#### **ARTICLE 32 - LIABILITY INSURANCE**

The Employer agrees to either provide insurance coverage on. behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney's fees and reasonable costs connected with lawsuits.

#### ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

#### ARTICLE 34 - SCHOOL RESOURCE OFFICER

The School Resource Officer assignment which was mutually agreed upon by the parties is hereby incorporated into this agreement as an appendix.

#### **ARTICLE 35 - TERMINATION AND RENEWAL**

This agreement shall be in full force and effect from January 1, 2014, except as otherwise indicated, until December 31, 2014.

## CITY OF CAMAS, WASHINGTON

## CAMAS POLICE OFFICERS' ASSOCIATION

By:Scott Higgins, Mayor	By: Henry Scott, Association President
Scott Higgins, Mayor	fremly Scott, Association i resident
Date:	Date:
By:	
Peter Capell, City Administrator	
Date:	

## APPENDIX A

# Effective January 1, 2014

Position	1	2	3	4	5	6	7
Police Sergeant	5971	6148	6332	6521	6719	6919	7126
Police Officer	5047	5199	5355	5515	5681	5851	6026

#### APPENDIX B

#### SCHOOL RESOURCE OFFICER ASSIGNMENT

- 1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0700 hours (7:00AM). The normal shift ending time shall be 1600 hours (4:00PM).
- 2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school work day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr X180 school days X 1.50T) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Article 2) may not be submitted by the employee for cash payment.
- 3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties.
- 4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.7 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

- 5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 5 over the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.
- 6. Compensatory time accrued pursuant to this MOU will be applied to the twenty-six (26) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2007-2008 Camas School District calendar indicated twenty-six (26) school non-attendance days.
- 7. Vacation and compensatory time off outside of the twenty-six (26) scheduled holidays during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the CPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).
- 8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid his/her vacation during the normal vacation bid process, conducted once each year for all CPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.
- 9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00AM shift or the 10:00AM shift. The Employer agrees to establish one or the other as the primary shift for the SRO and will make every attempt to reduce the movement between the two throughout the summer months to the degree possible. The CPOA recognize the needs of the Employer to cover vacant shifts caused by other member's absences. Both parties agree that by allowing the SRO only day shift assignments it may force another CPOA employee to be bumped in the work schedule, which may cause a violation of standardized procedure found in Article 4.4. Due to this MOU, a person with more seniority may be moved to another shift to facilitate leaving the SRO on one of the two listed day shifts.
- 10. Selection of the SRO shall be guided by Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.

- 11. This memorandum of understanding shall be considered an addendum to the current CBA, and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the Employer and the CPOA or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 18 of the parties' CBA.
- 12. The normal FLSA work period for the SRO, during the school year, shall be seven (7) days as outlined in the Employee handbook, beginning at 12:01a.m. Monday and ending at 12:00 midnight Sunday of each week. For the period during the summer months when the SRO is assigned back to the 5/4-5/4-5/5 patrol schedule, there shall be a FLSA 28 day work period. A work day is defined as the twenty-four hour period beginning with the start of the employee's shift.
- 13. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
- 14. The Employer and the CPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Article 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 work days each school year to account for said events, provided that:
  - a. The events must be established in advance, giving reasonable notice to the SRO of his intended work schedule for the school year. The deadline for establishing the ten (10) event days shall be September 10<sup>th</sup> of each year. Changes to the ten (10) days of pre-established extra-curricular events, after Sept. 10<sup>th</sup>, may only be made by mutual agreement. Should an event be cancelled, the SRO will report to the patrol sergeant for duties that would fulfill the remainder of the normal nine (9) hour day.
  - b. The SRO shift start and ending times for extra-curricular events may be either 11:00AM until 8:00PM, 1:00PM to 10:00PM, or 2:00PM to 11:00PM. Shift start and ending times other than listed here will be only by mutual agreement.