



## **CITY COUNCIL WORKSHOP AGENDA**

**Monday, April 7, 2014, 4:30 p.m.**

**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

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### **I. CALL TO ORDER**

### **II. ROLL CALL**

### **III. PUBLIC COMMENTS**

### **IV. SPECIAL PRESENTATIONS**

#### **A. Downtown Art Rehabilitation**

1. Details: A presentation will be given regarding the community effort to replace the missing book for the little girl statue located at Cedar and 4<sup>th</sup> Avenue.

Department/Presenter: Randy Curtis, Parks and Recreation Commissioner

### **V. FIRE DEPARTMENT**

#### **A. Recognition of Fire Department Employee**

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

Department/Presenter: Nick Swinhart, Fire Chief

### **VI. PUBLIC WORKS DEPARTMENT**

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

1. Details: The PSC with OTAK is for vector 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

Recommended Action: Place this item on the April 21, 2014, Consent Agenda for Council's consideration

B. Declare Miscellaneous Items as Surplus

1. 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

Recommended Action: Place this item on the April 21, 2014, Consent Agenda for Council's consideration

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

1. 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

Recommended Action: Place this item on the April 21, 2014, Consent Agenda for Council's consideration

D. Professional Service Contract (PSC) Amendment with AKS

1. 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

Recommended Action: Place this item on the April 21, 2014, Consent Agenda for Council's consideration

E. Miscellaneous and Updates

1. Details: Updates on miscellaneous or emergent items

Department/Presenter: Eric Levison, Public Works Director

## VII. COMMUNITY DEVELOPMENT DEPARTMENT

A. Street Name Change from SE 20<sup>th</sup> Street to NW 38<sup>th</sup> Avenue

1. Details: In the spring of 2013 the City of Camas moved forward with the NW 38<sup>th</sup> Avenue/SE 20<sup>th</sup> Street extension roadway improvements, Project No. S-545. The project extended NW 38<sup>th</sup> Avenue out to SE 192<sup>nd</sup> Avenue in Vancouver. The project

was completed in the fall of 2013. Currently SE 20<sup>th</sup> Street is not named in accordance with the City Street Naming Manual; it should be NW 38<sup>th</sup> Avenue.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: In accordance with the City Street Naming Manual adopted by Ordinance No. 2599 on October 18, 2010, staff recommends that Council schedules a public hearing to consider an ordinance changing the name of that portion of SE 20<sup>th</sup> Street located within the City limits to NW 38<sup>th</sup> Avenue.

B. NW 18<sup>th</sup> Avenue Annexation (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 quit claim deed.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Direct staff to place the public hearing and ordinance on the April 21, 2014, Agenda for Council's consideration

C. Downtown Parking Advisory Committee

1. 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 Bourquin, Community Development Director

Recommended Action: Review the proposed amendments and direct staff to set a date of April 21, 2014, for a public hearing on this matter

D. Dahlia Drive Reduced School Speed Zone

1. Details: Children attending Grass Valley Elementary School cross NW Dahlia Drive at NW 44<sup>th</sup> Avenue. The Camas School District hired Charbonneau Engineering to conduct a traffic study at NW 44<sup>th</sup> 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 44<sup>th</sup> 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 44<sup>th</sup> 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. Due to concerns from citizens and the request from the Camas School District to expedite the implementation of this school zone, staff has placed this resolution on the April 7<sup>th</sup> regular meeting agenda. 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

Recommended Action: Adopt Resolution No. 1292 at the April 7, 2014, Council Meeting

E. Department of Ecology Stormwater Grant Agreement

1. 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 38<sup>th</sup> Avenue Phase 2 improvements. City expenditures for this grant are retroactive to July 1, 2013. Staff has placed this agreement on the April 7<sup>th</sup> consent agenda in order to expedite DOE's reimbursement for the property purchase.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Approve this agreement that has been placed on the April 7, 2014, Consent Agenda

- F. Public Works Trust Fund (PWTF) Loan No. PC08-951-007 Completion Amendment
1. 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. For this reason staff has placed this item on the April 7th Consent Agenda for Council's consideration.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Approve the amendment that has been placed on the April 7, 2014, Consent Agenda

- G. Project No. WS-729 and No. WS-714 Bid Opening
1. 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 Sante 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 15<sup>th</sup>.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Place the project bid award 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
1. 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

Recommended Action: Place this item on the April 21, 2014, Consent Agenda to authorize the Mayor to sign the interlocal agreement.

**B. Request to Conduct Raffle**

1. 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 4<sup>th</sup> Annual Carnival & Silent Auction.

Department/Presenter: Mitch Lackey, Chief of Police

Recommended Action: Place this request on the April 21, 2014, Consent Agenda for Council's consideration.

**IX. CITY ADMINISTRATION**

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

1. 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

Recommended Action: Place this item on the April 21, 2014, Consent Agenda for Council's consideration

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

1. 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 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.

Department/Presenter: Pete Capell, City Administrator

Recommended Action: Place this contract on the April 21, 2014, Consent Agenda for Council's consideration

C. Miscellaneous and Scheduling

1. Details: Updates on Miscellaneous or scheduling items

Department/Presenter: Pete Capell, City Administrator

## **X. COUNCIL COMMENTS AND REPORTS**

## **XI. PUBLIC COMMENTS**

## **XII. 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.







**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 1      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 Vector Facility Upgrade

Fee Estimate

Summary of Otak, Inc. and all subconsultants

<i>Task</i>	<i>Description</i>	Otak	AINW	<i>Total Hours</i>	<i>Total Budget by Task</i>
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
	<i>Total Hours</i>	136	105	241	
	<i>Total Labor Cost</i>	\$12,768	\$8,378		\$21,146
	<i>Direct Expenses</i>	\$200	\$210		\$410
	<i>Subconsultant Administration</i>	\$150			\$150
	<i>Project Total</i>	\$13,118	\$8,588		\$21,706

**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.

Financial Consulting Solutions Group, Inc.  
("CONSULTANT")

City of Camas  
("CITY")

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name: Angie Sanchez Virnoche

Typed Name: Eric Levison

Its Principal

Its Public Works Director

Address: 7525 166th Ave. NE, Suite D-215  
Redmond, WA 98052

Address: 616 NE Fourth Avenue  
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	Total Budget
<i>Hourly Billing Rates:</i>	<i>\$225</i>	<i>\$165</i>	<i>\$75</i>		
<b>Technical Memorandum</b>					
Evaluation of existing methodology	1	4	-	5	\$885
Discussion of alternatives	2	6	-	8	1,440
Pros and cons and a recommendation for the City	1	6	2	9	1,365
<b>Total Technical Analysis</b>	<b>4</b>	<b>16</b>	<b>2</b>	<b>22</b>	<b>\$ 3,690</b>
Technology Fee (\$5.00 per hour)					\$ 110
<b>TOTAL LABOR BUDGET AND EXPENSES</b>	<b>4</b>	<b>16</b>	<b>2</b>	<b>22</b>	<b>\$ 3,800</b>

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.**

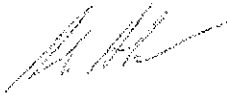
Mr. Levison:

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

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## **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.

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**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  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  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



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## 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

<u>FOREST ENGINEERING SERVICES:</u>	<u>\$16,500</u>
<u>FORESTRY SERVICES:</u>	<u>\$9,500</u>

#### TASK 2: SURVEYING

<u>BOUNDARY SURVEYING:</u>	<u>\$15,000</u>
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#### TASK 3: TIMBER SALE PACKET

<u>SPECIFICATIONS/PERMITTING/BIDDING:</u>	<u>\$5,000</u>
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<u>REIMBURSABLE EXPENSES:</u>	<u>\$1,500</u>
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<u>TOTAL COST:</u>	<u>\$47,500</u>
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**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:**

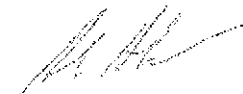
In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

**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".



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*AKS Engineering & Forestry Vancouver, LLC*

Date 04-01-14

AKS Engineering & Forestry Vancouver, LLC  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 99682

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Mayor Scott Higgins

Date \_\_\_\_\_

City of Camas  
PO Box 1055  
Camas, WA 98607

## GENERAL PROVISIONS

1. **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.
3. **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.
7. **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' 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.



Legend  
XXXXXXxxx  
~~XXXXXX~~  
World Street Map

1

**Notes:**

: In accordance with the Street Naming Manual adopted by Ordinance No. 2599 on 10/18/2010 city staff recommends council schedule a public hearing to consider an ordinance changing the name of that portion of SE 20th Street located within the City limits to NW 38th Avenue.

4,147.2	0	2,073.59	4,147.2Feet
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WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



4996132 D

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

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



S-583

WES

696747

Real Estate Excise Tax  
Ch. 11 Rev. Laws 1951

EXEMPT

Affd. # \_\_\_\_\_ Date 7.22.13  
For Details of tax paid see

Affd. # \_\_\_\_\_  
Doug Lasher  
Clark County Treasurer

By \_\_\_\_\_ Deputy

REC'D JUL 24 2013

VDB

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"  
RW Adj. to Serial #'s: 125646-000; 125635-000; 125645-000

PW 13-31

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 16<sup>th</sup> day of July, 2013.

Accepted on behalf of the City  
of Camas, Washington

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, WASHINGTON

Steve Stuart, Chair

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

### 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:

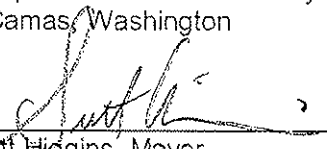
**SEE LEGAL DESCRIPTION ATTACHED HERETO, WHICH  
BY THIS REFERENCE IS INCORPORATED HEREIN**

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.

**CONSIDERATIONS: MUTUAL BENEFITS.**

Dated this 15<sup>th</sup> day of July, 2013.

Accepted on behalf of the City  
of Camas, Washington

By:   
Scott Higgins, Mayor

BOARD OF COUNTY COMMISSIONERS  
CLARK COUNTY, WASHINGTON

\_\_\_\_\_  
Steve Stuart, Chair

\_\_\_\_\_  
Tom Mielke, Commissioner

\_\_\_\_\_  
David Madore, Commissioner

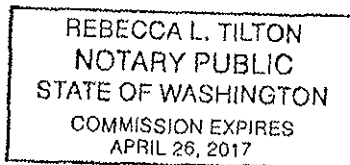
Quit Claim Deed  
R/W Adj. to Serial #'s: 125646-000;  
125635-000; 125645-000

STATE OF WASHINGTON

COUNTY OF CLARK

On this 16<sup>th</sup> day of July, 2013, before me personally appeared  
Steve Stuart and  
to me known to be the duly elected, qualified  
and acting County Commissioner(s) of Clark County, Washington, who executed the  
foregoing instrument, and acknowledged said instrument to be the free and voluntary act  
and deed of Clark County, for the uses and purposes therein mentioned, and on oath  
stated that she/they is/are authorized to execute said instrument by resolution of the Board  
of County Commissioners of Clark County and that the seal affixed is the official seal of  
Clark County.

Dated: 7/16/13



Rebecca L. Tilton  
Notary Public in and for the State of WA  
Residing at Battle Ground  
My commission expires: 4/26/17



*proud past, promising future*

**CLARK COUNTY**  
WASHINGTON

*Superior service that is responsive and cost justified*

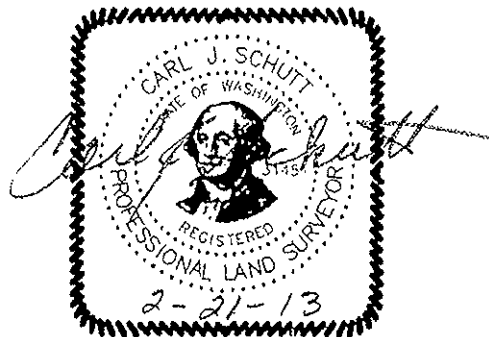
**PUBLIC WORKS**  
**COUNTY SURVEYOR'S OFFICE**

**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.



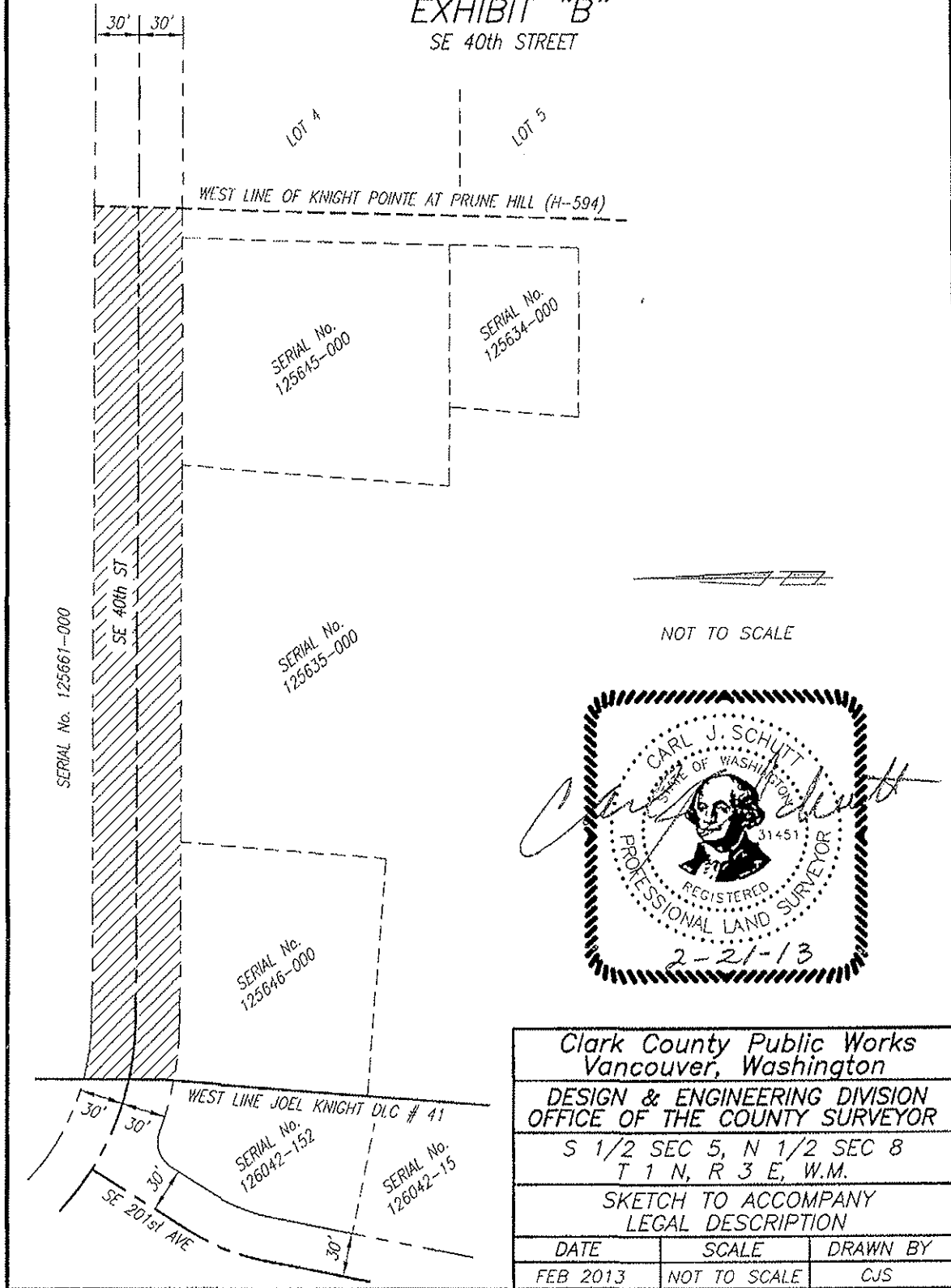
SE 40th St

WRITTEN BY: *[Signature]*  
REVIEWED BY: *[Signature]*

1300 FRANKLIN STREET • P.O. BOX 9810 • VANCOUVER, WASHINGTON 98666-9810 • <http://www.clark.wa.gov>  
(360) 397-6118, EXTENSION 5130 • FAX (360) 759-6046 • TDD (360) 397-6057

# EXHIBIT "B"

SE 40th STREET



Clark County Public Works Vancouver, Washington		
DESIGN & ENGINEERING DIVISION OFFICE OF THE COUNTY SURVEYOR		
S 1/2 SEC 5, N 1/2 SEC 8 T 1 N, R 3 E, W.M.		
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
DATE	SCALE	DRAWN BY
FEB 2013	NOT TO SCALE	CJS



MARCH, 2014

## Chapter 2.88

### PARKING ADVISORY COMMITTEE

#### Sections:

- 2.88.010 Created.
- 2.88.020 Membership—Compensation - Terms.
- 2.88.030 Organization—Membership and Service.
- 2.88.040 Rules—Quorum.
- 2.88.050 Meetings.
- 2.88.060 Purpose.
- 2.88.070 Duties.
- 2.88.080 Reporting.

#### 2.88.010 Created.

There is created in city government a "parking advisory committee," (hereinafter "committee").

#### 2.88.020 Membership – Compensation – Terms.

The parking advisory committee shall consist of seven members who shall serve without remuneration and shall be appointed by the mayor and confirmed by the city council. The initial appointments shall include two members whose terms shall be for two years, two members whose terms shall be for three years, and the remaining shall serve for a four-year term. Thereafter, every person appointed to such committee shall serve a four- year term, except when the appointment is to fill an unexpired term. These members shall consist of either residents of the city or own property in the city or are officers in a business or profession located in the downtown area and shall serve at the pleasure of the mayor.

#### 2.88.030 Organization – Membership and Service.

Immediately upon appointment, the members designated to act on said committee shall assemble for organization, and for the convenience of business transactions shall elect a chairperson from among its members to preside at its meetings and a vice-chairperson to preside in the absence of the chairperson. The terms of the chairperson and vice-chairperson shall be for one year and the members shall annually thereafter elect its own chairperson and vice-chair person. The city shall designate administrative staff to serve as the secretary for the committee. The secretary shall be responsible for keeping all records and minutes; official minutes shall, however, be subject to approval by vote of the membership.



**2.88.040 Rules – Quorum.**

The committee will operate under Robert's Rules of Order. The committee may establish its own written rules and regulations, not inconsistent with state law or city ordinance. The committee shall consist of seven members. Four out of seven members shall constitute a quorum. Any recommendation by the committee requires a majority vote of the committee members present at the meeting.

**2.88.050 Meetings.**

The parking advisory committee shall meet on the second Tuesday of each January, May and September for which business before the committee is pending. Special meetings may be called at the discretion of the Community Development Director, City Engineer or designee, upon due notice to all members and upon compliance with the Open Public Meetings Act, RCW Chapter 42.30.

**2.88.060 Purpose.**

The purpose of the committee is to advise the city about the parking policy and program implementation within that portion of the Downtown Commercial (DC) zone located along and between NE 6<sup>th</sup> Avenue, NE Adams, NE 3<sup>rd</sup> Avenue, and NE Garfield Street.

**2.88.070 Duties.**

The duties of the committee are to provide advice and recommendations to city council and city staff on the following parking matters:

- A. Commencement, conduct and development of parking analysis and studies;
- B. Adoption and/or amendment of all ordinances, rules and regulations regarding on-street and off-street parking;
- C. Setting or changing parking rates for on-street and off-street parking;
- D. Setting or changing the method of collection of parking fines;
- E. Acquisition of property for parking facilities;
- F. Acquisition, construction, or enlargement of any municipal parking facility; and
- G. Any other parking matter as directed by city council.

**2.88.080 Reporting**

The parking advisory committee herein created shall report to the city council from time to time as requested by the city council or mayor, but in any event, shall report at least once every year.

## **Chapter 10.08**

### **STOPPING, STANDING AND PARKING**

#### **Sections:**

**10.08.010 Time limit—Designated streets.**

**10.08.020 Time limit—Nonposted streets.**

**10.08.030 Prohibited—Where.**

**10.08.035 Residential streets.**

**10.08.040 Signposting and curb painting.**

**10.08.045 Marked parking spaces.**

**10.08.050 Conflict of provisions.**

**10.08.055 Adoption by reference.**

**10.08.057 Chalk mark identifications.**

**10.08.058 Presumption of ownership.**

**10.08.060 Violation—Penalty.**

**10.08.070 Doctor space—Establishment.**

**10.08.080 Doctor space—Use restricted.**

#### **10.08.010 Time limit—Designated streets.**

- A. The city council may from time to time impose parking time limits for certain designated streets and locations within the city. Any time limits so imposed shall be effective during such hours as designated by the council on every day except Sundays and public holidays.
- B. Whenever the city council shall impose parking time restrictions, the city engineer is authorized and directed to erect signs in each block giving notice of the parking time limits.
- C. No person shall park a vehicle on any street on any day except Sundays and legal holidays during the hours parking time limits are imposed for a period longer than posted signs specify.

D. Effective June 1, 2014, prior to establishing an additional limitation upon parking within that portion of the Downtown Commercial zone described in Chapter 2.88.020, the City Engineer or designee shall confer with the Parking Advisory Committee. Any recommendation of the Parking Advisory Committee to impose a change to an existing time limitation, may upon concurrence by the City Engineer, be forward on to City Council for approval by resolution, consistent with CMC10.04.010, WAC-308-330-270 and RCW 46.90.010. Only those proposed additional parking time limitations supported by an affirmative or neutral recommendation of the City Engineer shall be forward on to City Council for approval.

*(Ord. 1809 § 1, 1991; prior code § 4.08.010)*

**10.08.020 Time limit—Nonposted streets.**

Except for those streets with posted time limits for parking as provided for in Section 10.08.010, it is unlawful to park any vehicle on any street for a period longer than seventy-two hours.

*(Prior code § 4.08.020)*

**10.08.030 Prohibited—Where.**

In addition to the prohibited parking places as set forth in RCW Chapters 46.61 and 46.90, no person shall park a vehicle in any street adjacent to the entrance of any building used for public gatherings, when such area is designated by a painted curbline.

*(Prior code § 4.08.030)*

**10.08.035 Residential streets.**

No person shall park a commercial vehicle exceeding twenty feet in length on a public street in any area zoned for residential use for a period in excess of two hours; provided, however, that this section shall not apply to any commercial vehicle while it is actually engaged in providing a service to a property.

*(Ord. 2171 § 1, 1998; Ord. 1933 § 1, 1993)*

**10.08.040 Signposting and curb painting.**

Except as provided in Section 10.08.020, whenever by this or any other chapter of this city any parking time is imposed or parking is prohibited in designated spaces or on designated streets, it shall be the duty of the city engineer to erect an appropriate sign giving notice thereof or to paint the curb of the restricted area a yellow color, and no such regulation shall be effective unless said curbline is painted or said signs are erected and in place at the time of any alleged offense.

*(Prior code § 4.08.040)*

**10.08.045 Marked parking spaces.**

Upon those streets where parking spaces are designated by lines or markings painted on the street or curb, it is unlawful:

- A. To park more than one vehicle in a marked parking space;
- B. To park any vehicle across or over any line or marking designating a parking space;
- C. To park a vehicle in such a manner that it is not entirely within the parking space designated by the lines or markings; or
- D. To park any vehicle in an angle parking space with the back of the vehicle facing the curb unless specifically permitted by markings or signs.

*(Ord. 1676 § 1, 1988)*

*(Ord. No. 2585, § 1, 5-19-2010)*

#### **10.08.050 Conflict of provisions.**

The provisions of this article regulating the parking of motor vehicles and imposing time limits on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times. *(Prior code § 4.08.050)*

#### **10.08.055 Adoption by reference.**

The following sections of the Revised Code of Washington and the Washington Administrative Code are hereby adopted by reference: RCW 46.61.570 (1), (3) and (4) - Stopping, Standing or Parking Prohibited in Specified Places - Reserving Portion of Highway Prohibited; RCW 46.61.575 - Additional Parking Regulations; RCW 46.90.010 – Adoption of model traffic ordinance-Amendments; Washington Administrative Code 308-330-270 Local Authority-Authority; Washington Administrative Code 308-330-436 - Parking for Certain Purposes Unlawful; Washington Administrative Code 308-330-442 - Standing in Loading Zone; and Washington Administrative Code 308-330-457 - Restricted Use of Bus Stops and Taxi Cab Stands. *(Ord. No. 2589, § 1, 7-6-2010)*

#### **10.08.057 Chalk mark identifications.**

In checking for overtime parking, police officers and parking enforcement officers are authorized to use chalk marks on the tires of parked vehicles, or any other identifying mark that does not deface the vehicle, and it is unlawful for any person to erase or obliterate such mark for the purpose of interfering with enforcement of the parking regulations. *(Ord. No. 2589, § II, 7-6-2010)*

#### **10.08.058 Presumption of ownership.**

It shall be a rebuttable presumption that each vehicle ticketed for a violation of the parking regulations is in fact owned by its registered owner and that such owner is responsible for the ticket so issued. (*Ord. No. 2589, § III, 7-6-2010*)

#### **10.08.060 Violation—Penalty.**

A. Any person violating any provision of this chapter is guilty of committing a traffic infraction, and upon being found to have committed a traffic infraction shall be assessed a monetary penalty as follows: For violation of Section 10.08.035 - fifty dollars; for violation of RCW 6.16.381 - two hundred fifty dollars; and for all other parking infractions - fifteen dollars.

B. For all parking penalties less than two hundred fifty dollars, there shall be assessed an additional twenty-five dollars if the penalty is not paid or postmarked within fifteen days of the violation and no contested or mitigation hearing is requested within fifteen days of the violation.

(*Prior code § 4.08.060*)

(*Ord. No. 2589, § IV, 7-6-2010*)

#### **~~10.08.070 Doctor space—Establishment.~~**

~~The city engineer is authorized to designate one parking space for a medical doctor adjacent to his place of business and shall erect signs designating such space, provided only one space shall be provided at a place of business where more than one doctor shall practice.~~

(*Prior code § 4.04.090*)

#### **~~10.08.080 Doctor space—Use restricted.~~**

~~It is unlawful for any person other than a medical doctor to stand or park a vehicle in a medical doctor space when so designated by a sign.~~

(*Prior code § 4.04.100*)

**SCHOOL ZONE TRAFFIC ASSESSMENT**

**FOR**

**GRASS VALLEY ELEMENTARY SCHOOL**

**NW DAHLIA DRIVE**

**CAMAS SCHOOL DISTRICT**

**SUBMITTED BY**



**January 2014**

**Project 13-25**

# SCHOOL ZONE TRAFFIC ASSESSMENT

FOR

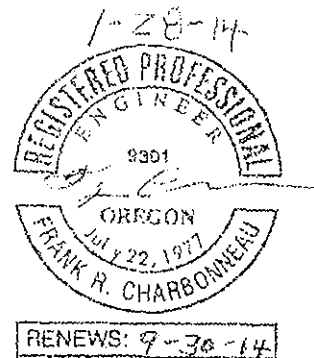
## GRASS VALLEY ELEMENTARY SCHOOL

NW DAHLIA DRIVE

CAMAS SCHOOL DISTRICT

Prepared By

CHARBONNEAU Engineering LLC



January 2014

Project 13-25





## MEMORANDUM

Date: January 31, 2014

To: Helen Charneski  
Project Manager, Capital Programs  
Camas School District  
841 NE 22<sup>nd</sup> Avenue  
Camas WA 98607

From: Frank Charbonneau, PE, PTOE

Subject: NW Dahlia Drive School Zone Traffic Assessment (update #1) FL1410  
**Grass Valley Elementary School**  
Camas School District

This report has been updated upon several review comments received from City staff on the original report dated December 11, 2013.

At the request of the Camas School District a traffic engineering investigation was conducted to assess the need for establishing a school speed zone on NW Dahlia Drive near 44<sup>th</sup> Avenue in the City of Camas. In the past the District and local neighborhood association (Lake Pointe Neighborhood) have expressed concerns related to the traffic flow and safety conditions for school children crossing Dahlia Drive at 44<sup>th</sup> Avenue east of Grass Valley Elementary School. It should be noted that this intersection is officially identified on the District's Walk Routes map (see appendix) as a crossing location for children that walk to and from the school.

Three years ago the City prepared a warrant analysis for installing a marked crosswalk at the subject intersection. The evaluation process determined that a marked crossing was not justified. However, since the initial evaluation was conducted in 2010 additional housing development has occurred in the area resulting in higher traffic volumes and increased safety concerns at the pedestrian crossing on Dahlia Drive.

There are several applicable references that describe the standards and criteria for establishing traffic control in school areas. These include publications such as the Manual on Uniform Traffic Control Devices, WSDOT Traffic Manual, Washington State RCW's, and the local agency standards and guidelines.

According to the WSDOT Traffic Manual reduced speed limits in school zones are established in compliance with RCW 46.61.440(1) which establishes a 20MPH speed zone at a marked school crosswalk when the crossing is posted with standard school speed limit signing. Additionally, RCW 46.61.440(2) states that a county or incorporated city may create a school zone. The speed zone may only include areas consistent with active school use. In this case Dahlia Drive is designated on the District's safe routes to school plan and the crossing is frequently utilized by students attending Grass Valley Elementary School during the before/after school periods. The location is obviously in an active school use area. Justification for the crossing is further supported based on the findings contained in the engineering study. However, it is recognized that the final authorization to install the proposed traffic control falls under City jurisdiction.

One other possibility if the crossing is installed without a school speed 20MPH zone would be to place school warning signs (advance symbol & crosswalk signs) on Dahlia Drive.

To help determine which traffic control measures should be recommended the engineering investigation performed the following tasks.

- Conducted peak hour weekday traffic and pedestrian counts at the intersection of Dahlia Drive and 44<sup>th</sup> Avenue. The counts were recorded during the hours between 7:30AM-9:30AM and 2:30PM-4:30PM. These hours covered the school opening/closing times (9:00AM & 3:30PM respectively).
- Measured the peak hour traffic on all intersection approaches to verify the highest volume approach occurring at the intersection.
- Measured the 24-hour (ADT) traffic volume on Dahlia Drive.
- Conducted a travel speed survey on Dahlia Drive to determine the 85<sup>th</sup> percentile speed in both directions. The speeds were recorded at a point approximately 100 feet south of the 44<sup>th</sup> Avenue intersection.
- Performed a traffic gap survey on Dahlia Drive to establish the frequency of sufficient gaps that are available for pedestrians to cross the street.
- Reviewed the existing traffic control conditions and sight distance on Dahlia Drive at and near the intersection with 44<sup>th</sup> Avenue.
- Obtained intersection crash history from WSDOT to determine the number of crashes in the study area.

The traffic data collection effort yielded the following results. An appendix included with this memo contains the survey data for the investigation.

#### ADT on Dahlia Drive

The November 2013 Average Daily Traffic (ADT) was recorded at 1,109 vehicles/day. The previous ADT documented by the City in October 2009 was 654 vehicles/day. The latest ADT represents an increase of 70% over the volume identified since the City's previous analysis was conducted. The increase can be attributed to additional housing in the area which has resulted in higher traffic flow on Dahlia Drive and further concern for pedestrians crossing the street.

#### Peak Hour Turning Movement Counts

During the AM peak hour occurring from 8:30-9:30AM a total of 162 vehicles entered the intersection at Dahlia Drive and 44<sup>th</sup> Avenue. The south leg experienced a two-way volume of 123 vehicles and the north leg had a two-way volume of 76 vehicles. During the PM hour occurring from 2:45-3:45PM a total of 163 vehicles entered the intersection. The south leg experienced a two-way volume of 135 vehicles and the north leg had a two-way volume of 79 vehicles. In both intervals the south leg carried over 60% more traffic than the north leg. This finding supports that if a marked crossing were to be installed it would be better suited on the north leg due to lower traffic conditions compared to the south leg.

#### Pedestrian Crossing Volumes

The existing number of pedestrians crossing at the intersection was accounted for in the surveys. In the AM peak hour a total of 29 pedestrians crossed at the intersection. The number of pedestrians crossing Dahlia Drive totaled 21. No bicyclists crossed. In the PM study hour a total of 33 pedestrians crossed at the intersection. The number of pedestrians crossing Dahlia Drive totaled 24. Two bicycle crossings were noted.

#### Traffic Gap Results

Sufficient gaps in the traffic flow need to be available in order for pedestrians to safely cross the street, otherwise safety measures may be necessary.

Taking into account the pavement width of Dahlia Drive (55 feet at north crossing) and the walking speed for pedestrians (rate of 3.5 feet per second<sup>1</sup>) a safe gap interval of 15.7 seconds (rounded to 16.0 seconds) is the minimum necessary gap time to cross Dahlia Drive. The gap survey determined that a total of 61 gaps of at least 17 seconds were available in the AM peak hour and a total of 72 gaps of the same length were available in the PM study hour. The number of safe gaps per hour for a pedestrian to cross the street should equate to at least one gap/minute or 60 gaps/hour according to FHWA or supplemental crossing control (crossing guards, signals, etc.) may be necessary. In this case the gap minimum is met. Other considerations such as number of pedestrians, pedestrian characteristics (age factor & walking speed), grade, sight distance, accident history, and vehicle speed also need to be factored into the situation in making recommendations for safety treatment.

The City has suggested that the gap rate be monitored in the future and that the District be prepared to provide crossing guards (District does not intend to use guards) if the number of available safe gaps decrease to less than the recommended standard (60 gaps/hour). It is anticipated that conducting new gap studies would only be necessary if the traffic volumes on Dahlia Drive significantly increase which could happen if additional housing development occurs in the area. As a result it is recommended that the District stay informed regarding future development in the neighborhood and if the ADT on Dahlia Drive increases by approximately 15% or more then a new volume and gap study be undertaken.

#### 85<sup>th</sup> Percentile Speeds on Dahlia Drive

The travel speeds were measured on Dahlia Drive with the 85<sup>th</sup> percentile speeds determined to be 30MPH in the northbound direction and 29MPH in the southbound direction. These results are similar to the speeds recorded in the City's year 2009 survey (30MPH northbound, 32MPH southbound).

#### Crash History

WSDOT furnished the intersection crash history documentation indicating that there were no reported crashes at the intersection of Dahlia Drive and 44<sup>th</sup> Avenue during the five year period occurring between 10/1/08 to 9/30/13. If the City of Camas has any supplemental crash history data we would like an opportunity to review the information.

#### Existing Conditions

Currently Dahlia Drive and 44<sup>th</sup> Avenue are posted for 25MPH. There are stop signs on the 44<sup>th</sup> Avenue approaches to Dahlia Drive. There are no marked crosswalks at the intersection and no pavement markings on either street. Sidewalks are present on both streets. Intersection sight distance exceeds the minimum standard of 280 feet (AASHTO) to the north. To the south the sight distance is partially restricted by several street trees but still considered adequate. Forty-Fourth Avenue west of Dahlia Drive leads directly to the school and terminates at the school property's southeast corner (gated access for busses, pedestrians not restricted).

#### Recommendation

The intersection of Dahlia Drive and 44<sup>th</sup> Avenue is located approximately 600 feet east of the Grass Valley Elementary School property and is recognized by the School District as primary pedestrian crossing point. Both Dahlia Drive and 44<sup>th</sup> Avenue are identified on the school's Walk Routes map for pedestrian use by the school children. The traffic and pedestrian counts documented that a total of 162 vehicles travel through the intersection during the morning peak hour when children head to school and there were 29 pedestrian crossings. In the afternoon period when children leave school a total of 163 vehicles pass through the intersection and 33 pedestrians crossed at the intersection. Currently there is no traffic control at this location other than stop signs posted on the 44<sup>th</sup> Avenue approaches to Dahlia Drive.

In considering the traffic data presented in this report and based primarily on the fact that the intersection of Dahlia Drive at 44<sup>th</sup> Avenue is recognized as a primary pedestrian crossing point on

<sup>1</sup> MUTCD references average pedestrian walk speed = 4.0 ft/s, AASHTO references walk speed range 2.5 ft/s to 6.0 ft/s

the School District's safe routes to school (Walk Route's) map and considering the frequency of pedestrians crossing during the peak school periods in the morning and afternoon the following traffic control recommendations are made to enhance safety at this location.

- Install a marked crosswalk on Dahlia Drive on the north leg of the intersection with 44<sup>th</sup> Avenue.
- Implement a school speed 20MPH zone on Dahlia Drive from a point 300 feet south of 44<sup>th</sup> Avenue to a point 300 feet north of 44<sup>th</sup> Avenue. Include 'When Children Are Present' signing. All signing shall be in accordance with the MUTCD and WSDOT signing standards (reference sign plan in appendix).
- The School District has offered to pay for the materials cost for the signing and crosswalk if the City of Camas agrees to construct the installation.
- Illumination is not currently present at the subject intersection and is not a requirement. However, if a street light can be added the improvement would enhance pedestrian safety. If installed the District requests that the City pay the cost.

If you should have any questions, please contact Frank Charbonneau, PE, PTOE at 503.293.1118 or email [Frank@CharbonneauEngineer.com](mailto:Frank@CharbonneauEngineer.com).

#### Appendix

- Peak Hour Count Data
- Speed Survey Data
- Traffic Gap Survey Results
- Crash History Statement (WSDOT)
- Grass Valley Elementary School Walk Routes Map
- Sign & Crosswalk Plan Aerial Map
- RCW 46.61.440(2)

# Total Vehicle Summary

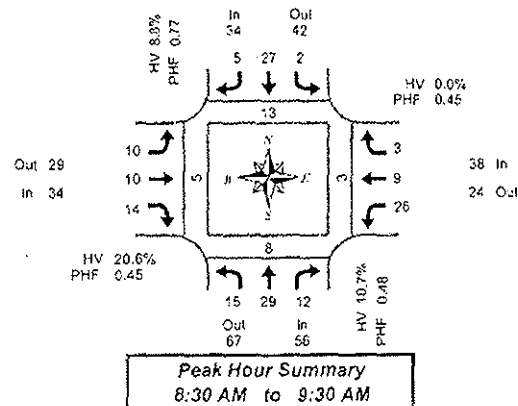


Clay Carney  
(503) 833-2740

## NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013

7:30 AM to 9:30 AM



Peak Hour Summary  
8:30 AM to 9:30 AM

### 15-Minute Interval Summary

7:30 AM to 9:30 AM

Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total	Pedestrians Crosswalk			
	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes		North	South	East	West
7:30 AM	1	2	0	0	0	3	0	0	0	0	1	0	7	0	0	0	14	0	1	0	0
7:45 AM	0	10	1	0	0	4	0	0	0	1	2	0	3	0	0	0	21	0	0	0	0
8:00 AM	0	7	1	0	1	8	1	0	0	0	1	0	10	0	1	0	30	0	0	0	0
8:15 AM	0	4	2	0	0	1	0	0	1	0	2	0	2	0	0	0	12	1	0	0	0
8:30 AM	2	4	2	0	0	8	3	0	1	1	1	0	3	0	0	0	25	0	0	0	0
8:45 AM	12	16	1	0	2	5	2	0	7	5	7	0	11	8	2	0	78	10	7	2	4
9:00 AM	1	4	6	0	0	10	0	0	1	2	6	0	4	1	1	0	36	3	0	1	0
9:15 AM	0	5	3	0	0	4	0	0	1	2	0	0	8	0	0	0	23	0	1	0	1
Total Survey	16	52	16	0	3	43	6	0	11	11	20	0	48	9	4	0	239	14	9	3	5

### Peak Hour Summary

8:30 AM to 9:30 AM

By Approach	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total	Pedestrians Crosswalk			
	In	Out	Total	Bikes	In	Out	Total	Bikes	In	Out	Total	Bikes	In	Out	Total	Bikes		North	South	East	West
Volume	56	67	123	0	34	42	76	0	34	29	63	0	38	24	62	0	162	13	8	3	5
%HV	10.3%				8.6%				20.6%				0.0%				6.9%				
PHF	0.48				0.77				0.45				0.45				0.52				

By Movement	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
Volume	15	29	12	56	2	27	5	34	10	10	14	34	26	9	3	38	162
%HV	33.3%	0.0%	9.3%	10.7%	0.0%	3.7%	40.0%	16.8%	50.0%	0.0%	14.3%	20.6%	0.0%	0.0%	0.0%	0.0%	9.9%
PHF	0.31	0.45	0.50	0.48	0.25	0.68	0.42	0.77	0.35	0.50	0.50	0.45	0.59	0.28	0.38	0.45	0.52

### Rolling Hour Summary

7:30 AM to 9:30 AM

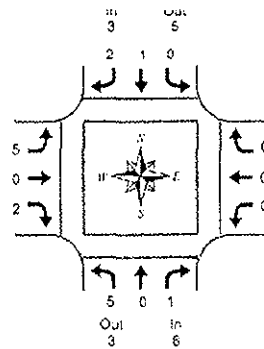
Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total	Pedestrians Crosswalk			
	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes		North	South	East	West
7:30 AM	1	23	4	0	1	16	1	0	1	1	6	0	22	0	1	0	77	1	1	0	0
7:45 AM	2	25	6	0	1	21	4	0	2	2	6	0	18	0	1	0	68	1	0	0	0
8:00 AM	14	31	6	0	3	22	6	0	9	6	11	0	26	8	3	0	145	11	7	2	4
8:15 AM	15	28	11	0	2	24	5	0	10	8	16	0	20	9	3	0	151	14	7	3	4
8:30 AM	15	29	12	0	2	27	5	0	10	10	14	0	26	9	3	0	162	19	8	3	5

# Heavy Vehicle Summary



Clay Carney  
(503) 853-2740

Out 7  
In 7



## NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013

7:30 AM to 9:30 AM

Peak Hour Summary  
8:30 AM to 9:30 AM

### Heavy Vehicle 15-Minute Interval Summary

7:30 AM to 9:30 AM

Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
7:30 AM	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:15 AM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
8:30 AM	2	0	0	2	0	0	1	1	0	0	0	0	0	0	0	0	3
8:45 AM	3	0	0	3	0	0	1	1	4	0	0	4	0	0	0	0	8
9:00 AM	0	0	1	1	0	0	0	0	1	0	2	3	0	0	0	0	4
9:15 AM	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	1
Total Survey	6	0	2	8	0	1	2	3	5	0	2	7	0	0	0	0	16

### Heavy Vehicle Peak Hour Summary

8:30 AM to 9:30 AM

By Approach	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total
	In	Out	Total		In	Out	Total		In	Out	Total		In	Out	Total		
Volume	6	3	9		3	5	8		7	7	14		0	1	1		16
PHF	0.25				0.38				0.25				0.00				0.27

By Movement	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
Volume	5	0	1	6	0	1	2	3	5	0	2	7	0	0	0	0	16
PHF	0.25	0.00	0.25	0.25	0.00	0.25	0.25	0.38	0.25	0.00	0.25	0.25	0.00	0.00	0.00	0.00	0.27

### Heavy Vehicle Rolling Hour Summary

7:30 AM to 9:30 AM

Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
7:30 AM	1	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	2
7:45 AM	2	0	1	3	0	0	1	1	0	0	0	0	0	0	0	0	4
8:00 AM	5	0	1	6	0	0	2	2	4	0	4	4	0	0	0	0	12
8:15 AM	5	0	2	7	0	0	2	2	5	0	2	7	0	0	0	0	16
8:30 AM	5	0	1	6	0	1	2	3	5	0	2	7	0	0	0	0	16

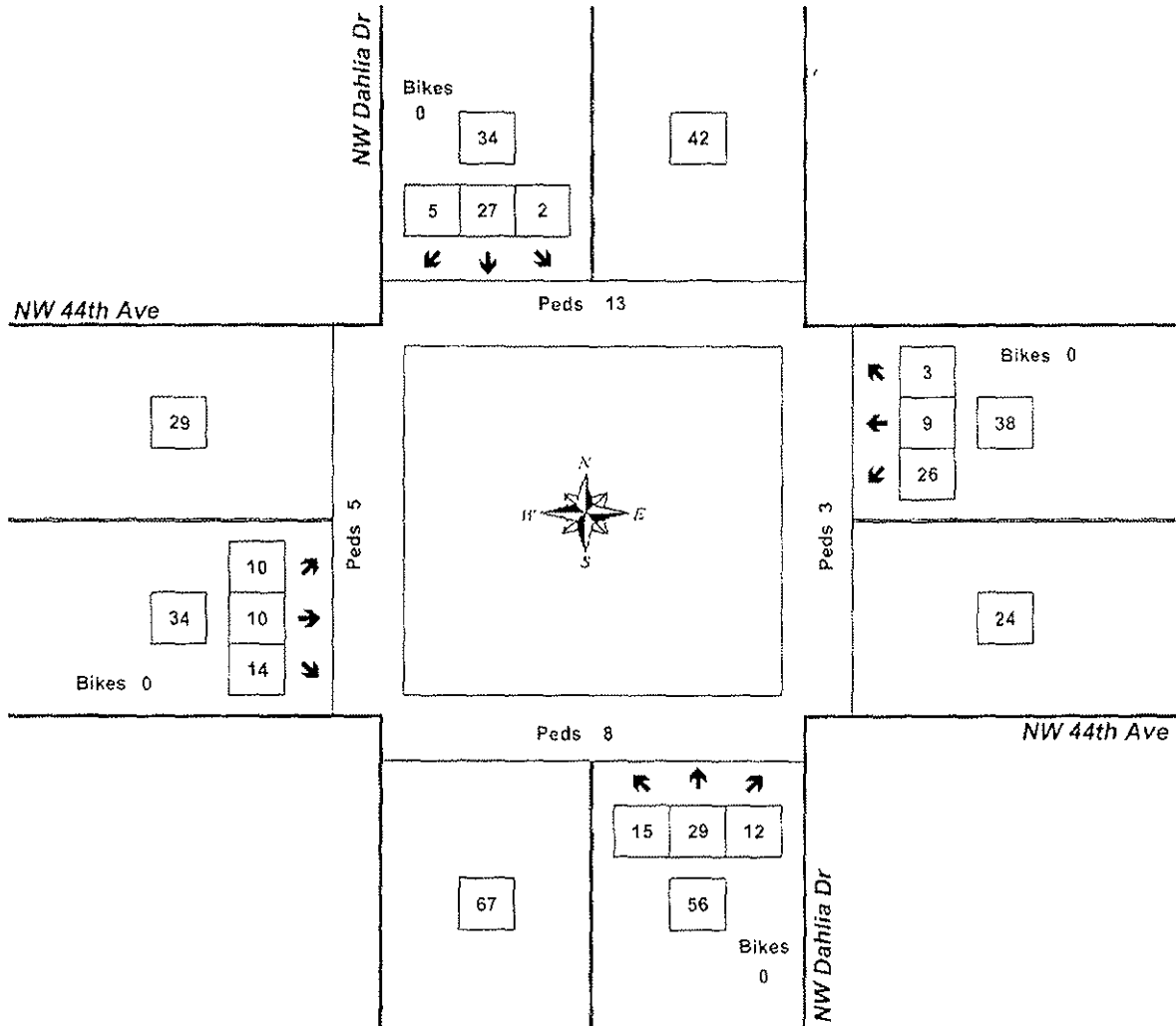
# Peak Hour Summary



Clay Carney  
(503) 833-2740

## NW Dahlia Dr & NW 44th Ave

8:30 AM to 9:30 AM  
Thursday, November 21, 2013



Approach	PHF	HV%	Volume
EB	0.45	20.6%	34
WB	0.45	0.0%	38
NB	0.48	10.7%	56
SB	0.77	8.8%	34
Intersection	0.52	9.9%	162

Count Period: 7:30 AM to 9:30 AM



# Total Vehicle Summary

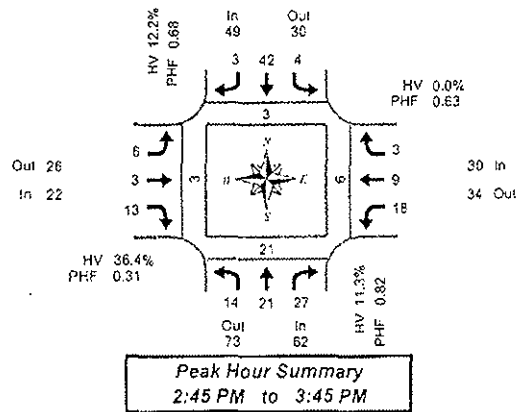


Clay Carney  
(503) 833-2740

## NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013

2:30 PM to 4:30 PM



### 15-Minute Interval Summary

2:30 PM to 4:30 PM

Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total	Pedestrians Crosswalk			
	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes		North	South	East	West
2:30 PM	2	9	5	0	1	1	0	0	0	0	0	0	3	0	0	0	21	0	0	0	0
2:45 PM	2	3	8	0	1	10	1	0	1	0	0	0	3	0	2	0	31	0	1	0	0
3:00 PM	4	5	4	0	1	11	0	0	0	0	1	1	4	0	0	0	30	0	3	0	1
3:15 PM	4	6	7	0	0	6	1	0	1	0	1	0	5	4	0	0	35	0	2	0	1
3:30 PM	4	7	8	1	2	15	1	0	4	3	11	0	6	5	1	0	67	3	15	6	1
3:45 PM	0	3	7	0	1	3	1	1	2	0	1	1	3	1	0	0	22	2	1	1	0
4:00 PM	1	8	8	0	0	2	0	0	0	0	1	0	1	1	1	0	23	0	1	0	1
4:15 PM	0	5	5	0	0	3	0	0	0	2	0	0	8	1	0	0	25	0	0	1	0
Total Survey	17	46	53	1	6	51	4	1	8	5	15	2	33	12	4	0	254	5	23	8	4

### Peak Hour Summary

2:45 PM to 3:45 PM

By Approach	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total	Pedestrians Crosswalk			
	In	Out	Total	Bikes	In	Out	Total	Bikes	In	Out	Total	Bikes	In	Out	Total	Bikes		North	South	East	West
Volume	62	73	135	1	49	33	79	0	22	26	48	1	30	34	64	0	163	3	21	6	3
%HV	11.3%				12.2%				36.4%				0.0%				12.9%				
PHF	0.82				0.68				0.31				0.63				0.61				

By Movement	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
Volume	14	21	27	62	4	42	3	49	6	3	13	22	18	9	3	30	163
%HV	35.7%	4.8%	3.7%	11.3%	0.0%	9.5%	66.7%	12.2%	50.0%	0.0%	38.5%	36.4%	0.0%	0.0%	0.0%	0.0%	12.9%
PHF	0.86	0.75	0.64	0.62	0.50	0.70	0.75	0.68	0.38	0.25	0.30	0.31	0.75	0.45	0.36	0.63	0.61

### Rolling Hour Summary

2:30 PM to 4:30 PM

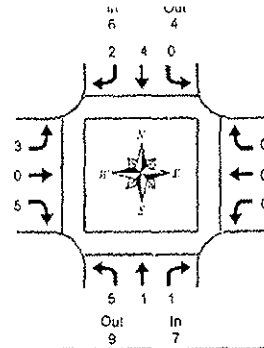
Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total	Pedestrians Crosswalk			
	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes	L	T	R	Bikes		North	South	East	West
2:30 PM	12	23	24	0	3	26	2	0	2	0	2	1	15	4	2	0	117	0	6	0	2
2:45 PM	14	21	27	1	4	42	3	0	6	3	13	1	18	9	3	0	163	3	21	6	3
3:00 PM	12	21	26	1	4	35	3	1	7	3	14	2	18	10	1	0	154	5	21	7	3
3:15 PM	9	24	30	1	3	26	3	1	7	3	14	1	15	11	2	0	147	5	19	7	3
3:30 PM	5	23	29	1	3	23	2	1	6	5	13	1	18	8	2	0	137	5	17	6	2

# Heavy Vehicle Summary



Clay Carney  
(503) 833-2740

Out 7  
In 8



## NW Dahlia Dr & NW 44th Ave

Thursday, November 21, 2013

2:30 PM to 4:30 PM

Peak Hour Summary  
2:45 PM to 3:45 PM

### Heavy Vehicle 15-Minute Interval Summary

2:30 PM to 4:30 PM

Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
2:30 PM	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2:45 PM	0	0	1	1	0	4	0	4	0	0	0	0	0	0	0	0	5
3:00 PM	4	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
3:15 PM	1	1	0	2	0	0	1	1	1	0	1	2	0	0	0	0	5
3:30 PM	0	0	0	0	0	0	1	1	2	0	4	6	0	0	0	0	7
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00 PM	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	1	0	1	0	1	0	1	2
Total Survey	5	2	2	9	0	4	2	6	3	1	5	9	0	1	0	1	25

### Heavy Vehicle Peak Hour Summary

2:45 PM to 3:45 PM

By Approach	Northbound NW Dahlia Dr			Southbound NW Dahlia Dr			Eastbound NW 44th Ave			Westbound NW 44th Ave			Total
	In	Out	Total	In	Out	Total	In	Out	Total	In	Out	Total	
Volume	7	9	16	6	4	10	8	7	15	0	1	1	21
PHF	0.25			0.30			0.25			0.00			0.33

By Movement	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
Volume	5	1	1	7	0	4	2	6	3	0	5	8	0	0	0	0	21
PHF	0.25	0.25	0.13	0.25	0.00	0.25	0.25	0.30	0.25	0.00	0.25	0.25	0.00	0.00	0.00	0.00	0.33

### Heavy Vehicle Rolling Hour Summary

2:30 PM to 4:30 PM

Interval Start Time	Northbound NW Dahlia Dr				Southbound NW Dahlia Dr				Eastbound NW 44th Ave				Westbound NW 44th Ave				Interval Total
	L	T	R	Total	L	T	R	Total	L	T	R	Total	L	T	R	Total	
2:30 PM	5	1	2	8	0	4	1	5	1	0	1	2	0	0	0	0	16
2:45 PM	5	1	1	7	0	4	2	6	3	0	5	8	0	0	0	0	21
3:00 PM	5	1	0	6	0	0	2	2	3	0	5	8	0	0	0	0	16
3:15 PM	1	2	0	3	0	0	2	2	3	0	5	8	0	0	0	0	13
3:30 PM	0	1	0	1	0	0	1	1	2	1	4	7	0	1	0	1	10

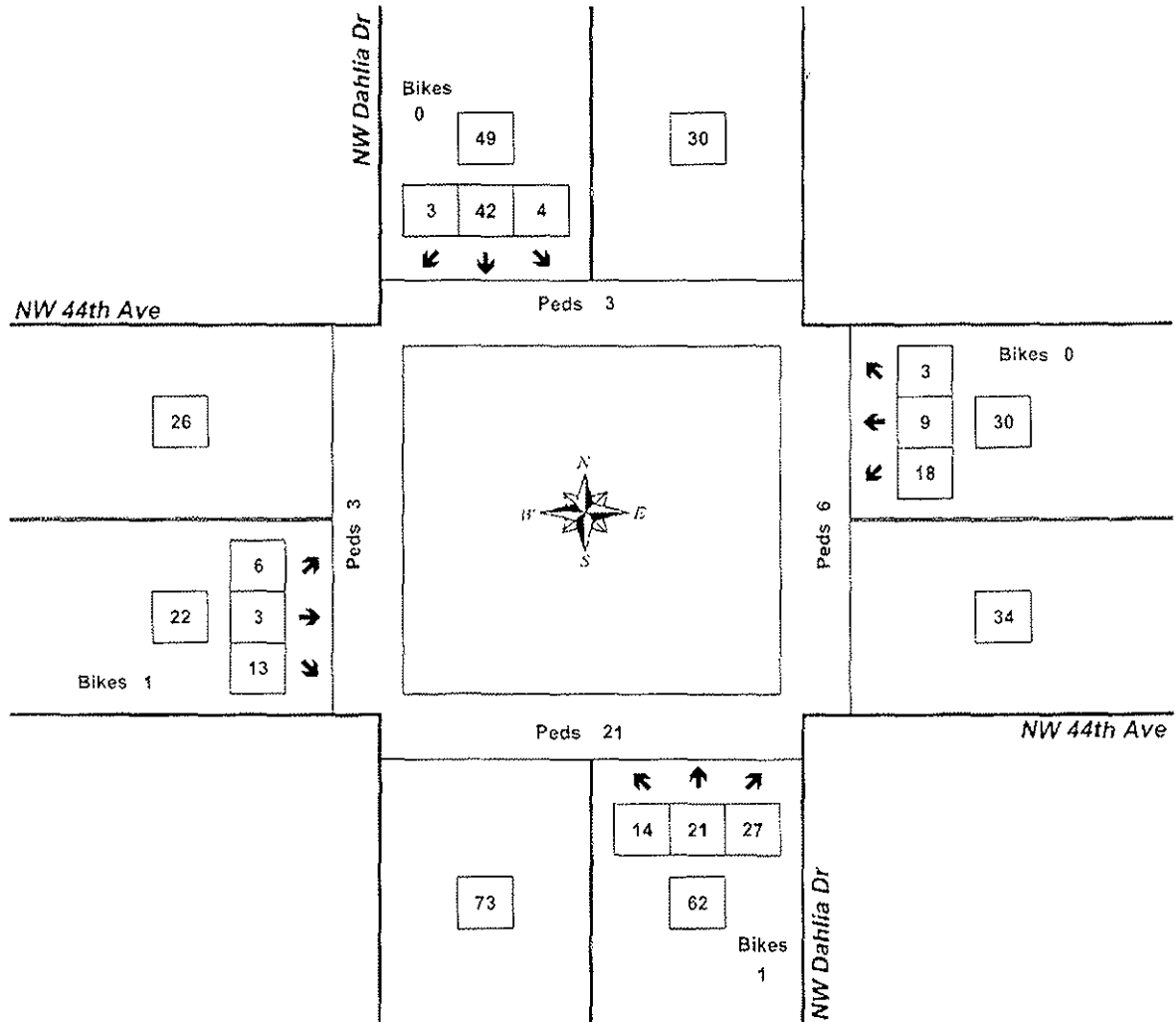
# Peak Hour Summary



Clay Carney  
(503) 633-2740

## NW Dahlia Dr & NW 44th Ave

2:45 PM to 3:45 PM  
Thursday, November 21, 2013



Approach	PHF	HV%	Volume
EB	0.31	36.4%	22
WB	0.63	0.0%	30
NB	0.82	11.3%	62
SB	0.68	12.2%	49
Intersection	0.61	12.9%	163

Count Period: 2:30 PM to 4:30 PM

## Page 1

Site Code: 1

**NB**

10 MPH Pace Speed :	22-31 MPH
Number in Pace :	394
Percent in Pace :	72.0%
of Vehicles > 55 MPH :	0
of Vehicles > 55 MPH :	0.0%
Mean Speed(Average) :	26 MPH

**All Traffic Data**  
**15105 SE 17th St.**  
**Vancouver, WA. 98683**  
**503-833-2740**

Page 2

Site Code: 1  
 NW Dahlia Dr S-O NW 44th Ave

SB	Start Time	1	16	21	26	31	36	41	46	51	56	61	66	71	76	Total	85th Percent	95th Percent
		15	20	25	30	35	40	45	50	55	60	65	70	75	999			
	11/21/13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	.	.
	01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	.	.
	02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	.	.
	03:00	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	28	30
	04:00	0	0	0	2	1	0	0	0	0	0	0	0	0	0	3	32	34
	05:00	0	1	5	6	2	0	0	0	0	0	0	0	0	0	14	30	33
	06:00	0	1	3	19	6	0	0	0	0	0	0	0	0	0	29	31	33
	07:00	1	0	14	21	5	0	0	0	0	0	0	0	0	0	41	30	32
	08:00	0	1	22	33	5	1	0	0	0	0	0	0	0	0	62	29	32
	09:00	0	3	19	28	4	0	0	0	0	0	0	0	0	0	54	29	31
	10:00	0	2	11	12	2	0	0	0	0	0	0	0	0	0	27	29	31
	11:00	1	0	10	18	2	0	0	0	0	0	0	0	0	0	31	29	31
	12 PM	1	2	8	10	3	0	0	0	0	0	0	0	0	0	24	29	32
	13:00	0	1	11	10	1	0	0	0	0	0	0	0	0	0	23	28	30
	14:00	2	3	10	13	2	0	0	0	0	0	0	0	0	0	30	29	31
	15:00	4	6	27	26	7	0	0	0	0	0	0	0	0	0	70	29	32
	16:00	0	3	20	22	0	0	0	0	0	0	0	0	0	0	45	28	30
	17:00	1	2	14	18	10	0	0	0	0	0	0	0	0	0	45	31	34
	18:00	0	0	7	9	4	0	0	0	0	0	0	0	0	0	20	31	33
	19:00	0	0	3	9	3	0	0	0	0	0	0	0	0	0	15	31	33
	20:00	1	0	2	7	3	0	0	0	0	0	0	0	0	0	13	31	34
	21:00	0	1	1	2	1	0	0	0	0	0	0	0	0	0	5	31	33
	22:00	0	0	4	1	0	0	0	0	0	0	0	0	0	0	5	26	28
	23:00	0	0	1	3	0	0	0	0	0	0	0	0	0	0	4	29	30
	Total	11	26	193	270	61	1	0	0	0	0	0	0	0	0	562		
	Percent	2.0%	4.6%	34.3%	48.0%	10.9%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			
	AM Peak	07:00	09:00	08:00	08:00	06:00	08:00										08:00	
	Vol.	1	3	22	33	6	1										62	
	PM Peak	15:00	15:00	15:00	15:00	17:00											15:00	
	Vol.	4	6	27	26	10											70	
	Grand Total	11	26	193	270	61	1	0	0	0	0	0	0	0	0	562		
	Percent	2.0%	4.6%	34.3%	48.0%	10.9%	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%			

15th Percentile : 20 MPH  
 50th Percentile : 25 MPH  
 85th Percentile : 29 MPH  
 95th Percentile : 32 MPH

Statistics      10 MPH Pace Speed : 22-31 MPH  
                   Number in Pace : 406  
                   Percent in Pace : 72.2%  
                   Number of Vehicles > 55 MPH : 0  
                   Percent of Vehicles > 55 MPH : 0.0%  
                   Mean Speed(Average) : 25 MPH

Site Code: 1  
NW Dahlia Dr S-O NW 44th Ave

NB

[illegible]

**All Traffic Data  
15105 SE 17th St.  
Vancouver, WA. 98683  
503-833-2740**

Page 2

Site Code: 1  
NW Dahlia Dr S-O NW 44th Ave

SB

Start	1	5	7	9	11	13	15	17	19	21	23	25	27	29
Time	4	6	8	10	12	14	16	18	20	22	24	26	28	999
11/21/13	0	0	0	0	0	0	0	0	0	0	0	0	0	0
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	2
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	3
05:00	0	0	0	0	0	0	0	0	0	0	0	0	1	13
06:00	1	0	1	1	0	0	0	0	0	0	0	1	1	24
07:00	1	0	1	2	0	0	1	2	0	0	1	1	2	30
08:00	5	3	2	2	3	3	3	2	3	1	0	3	4	28
09:00	0	4	3	1	0	0	0	2	1	0	1	0	2	40
10:00	0	0	0	0	0	2	0	0	1	0	1	1	0	22
11:00	0	1	1	0	0	1	1	0	0	0	1	0	0	26
12 PM	2	1	1	0	0	1	1	0	0	1	0	0	0	17
13:00	1	1	1	1	0	0	0	0	0	0	0	1	0	18
14:00	1	0	0	2	0	1	0	0	1	1	0	1	1	22
15:00	2	5	8	1	3	4	1	1	3	4	2	1	1	34
16:00	1	1	5	1	1	1	0	3	1	2	0	3	0	26
17:00	4	0	0	4	1	0	0	1	1	0	1	1	0	32
18:00	0	1	0	0	0	1	0	0	0	1	1	0	0	16
19:00	0	0	0	0	1	0	0	1	0	0	0	0	0	13
20:00	0	0	0	0	0	2	0	0	0	0	0	0	0	11
21:00	0	0	0	0	0	0	0	0	0	0	0	0	0	5
22:00	0	0	0	0	1	0	0	0	0	0	0	0	0	4
23:00	0	0	0	0	0	0	0	0	0	0	0	0	0	4
Total	18	17	23	15	10	16	7	12	11	10	8	13	12	390
Grand Total	18	17	23	15	10	16	7	12	11	10	8	13	12	390

Statistics      Number of Gaps > 55 Secs. :      0  
Percent of Gaps > 55 Secs. :      0.0%



**All Traffic Data**  
**15105 SE 17th St.**  
**Vancouver, WA. 98683**  
**503-833-2740**

Page 3

Site Code: 1  
 NW Dahlia Dr S-O NW 44th Ave

COMBINED

Start	1	5	7	9	11	13	15	17	19	21	23	25	27	29
Time	4	6	8	10	12	14	16	18	20	22	24	26	28	999
11/21/13	0	0	0	0	0	0	0	0	0	0	0	0	0	2
01:00	0	0	0	0	0	0	0	0	0	0	0	0	0	1
02:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0	0	0	0	0	0	0	3
04:00	0	0	0	0	0	0	0	0	0	0	0	0	0	4
05:00	0	0	0	0	0	0	0	0	0	0	0	0	1	14
06:00	1	1	1	5	0	0	0	0	0	0	0	3	2	25
07:00	5	2	3	2	0	2	2	3	3	0	4	0	3	32
08:00	15	8	13	3	8	5	6	3	8	2	2	3	5	38
09:00	4	3	7	1	2	1	1	2	3	0	2	0	2	33
10:00	2	1	1	1	1	1	1	1	1	1	2	2	2	36
11:00	1	1	2	3	2	1	1	0	2	1	1	1	0	32
12 PM	5	2	1	0	3	1	2	0	1	3	1	1	1	33
13:00	2	2	3	3	3	1	0	0	2	0	1	2	0	31
14:00	4	3	2	3	1	2	2	1	1	3	0	2	2	45
15:00	14	12	10	3	4	8	6	4	3	7	6	9	5	38
16:00	3	4	6	5	4	4	4	3	5	3	3	2	3	40
17:00	10	3	2	5	5	6	2	3	2	8	3	3	1	52
18:00	6	3	1	1	2	0	2	0	2	3	0	0	0	30
19:00	1	2	0	0	1	1	1	4	0	1	2	0	1	29
20:00	2	1	1	2	0	2	0	0	1	0	0	0	0	30
21:00	5	0	3	1	0	0	0	0	1	0	1	0	0	18
22:00	0	0	0	0	1	0	0	0	0	0	0	0	0	9
23:00	0	0	0	0	1	0	0	0	0	0	0	0	0	6
Total	80	48	56	38	38	35	30	24	35	32	28	28	28	581
Grand Total	80	48	56	38	38	35	30	24	35	32	28	28	28	581

Statistics      Number of Gaps > 55 Secs. :      0  
 Percent of Gaps > 55 Secs. :      0.0%



**Washington State  
Department of Transportation**

Lynn Peterson  
Secretary of Transportation

Transportation Building  
310 Maple Park Avenue S.E.  
P.O. Box 47500  
Olympia, WA 98504-7500  
360-705-7000  
TTY: 1-800-833-6368  
www.wa.gov

November 20, 2013

Mr. Frank Charbonneau – Charbonneau Engineering LLC  
10211 SW Barbur Blvd, Suite 210A  
Portland OR 97219

Re: Collision Data

Dear Mr. Charbonneau:

In response to your November 20 request, we have found *no reported collisions* that occurred *at or in the vicinity of* NW 44<sup>th</sup> Ave *(a) Dahlia Drive* in the City of Camas for the period of 10/1/2008 – 9/30/2013 *(September of 2013 is the most current complete month processed).*

Federal law 23 United States Code Section 409 governs use of the data you requested. Under this law, data maintained for purposes of evaluating potential highway safety enhancements:

*"... shall not be subject to discovery or admitted into evidence in a federal or state court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data." [Emphasis added.]*

The Washington State Department of Transportation (WSDOT) is releasing this data to you with the understanding that you will not use this data contrary to the restrictions in Section 409, which means you will not use this data in discovery or as evidence at trial in any action for damages against the WSDOT, the State of Washington, or any other jurisdiction involved in the locations mentioned in the data. If you should attempt to use this data in an action for damages against WSDOT, the State of Washington, or any other jurisdiction involved in the locations mentioned in the data, these entities expressly reserve the right, under Section 409, to object to the use of the data, including any opinions drawn from the data.

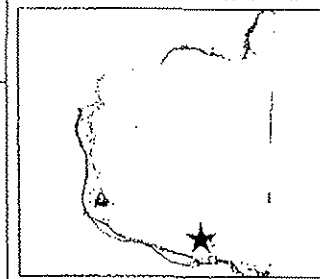
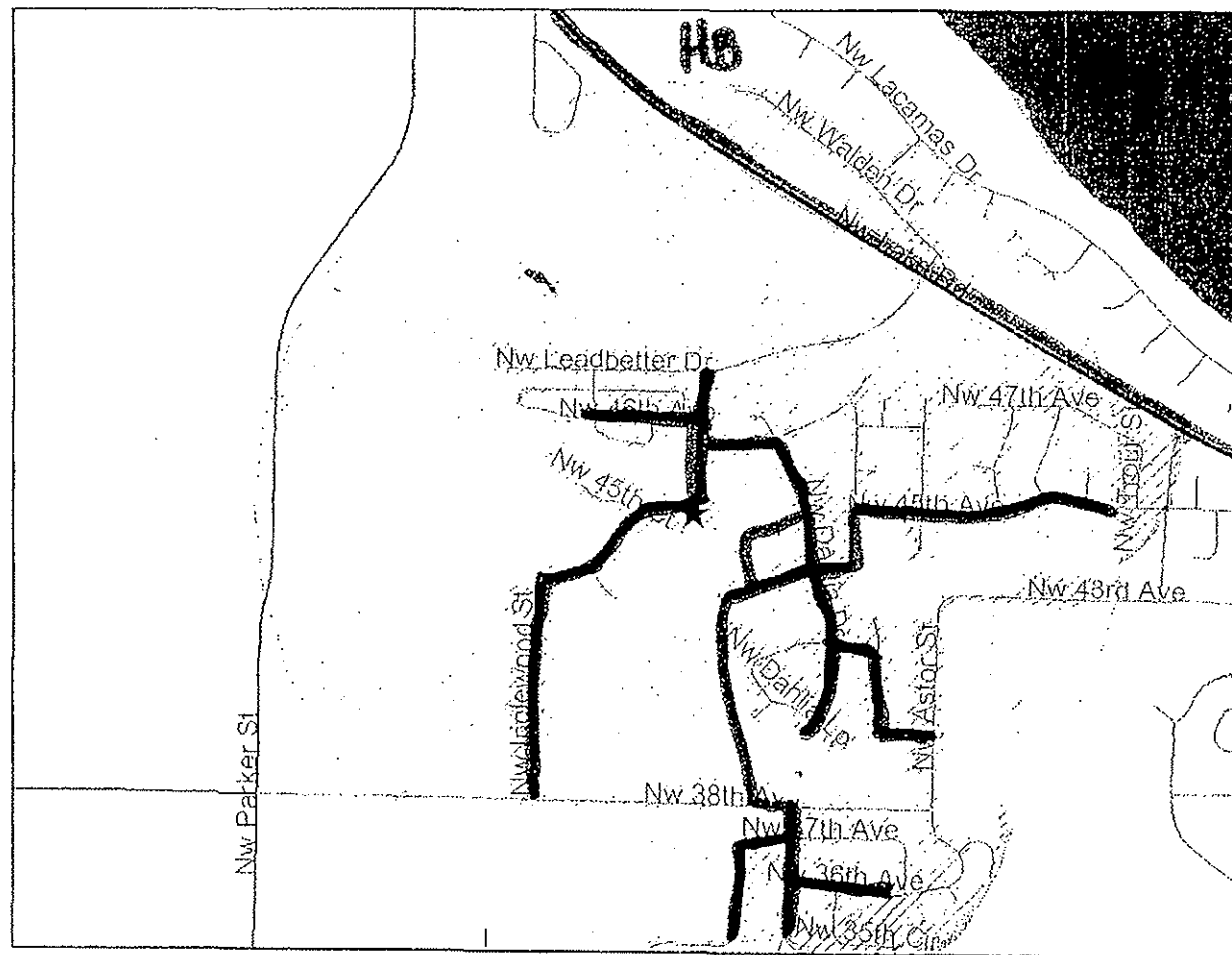
If we may be of any further assistance, please contact me at 360-570-2490.

Sincerely,

Geneva Hawkins  
Collision Data Analyst  
Statewide Travel & Collision Data Office / Strategic Planning Division

# Grass Valley .5 Mile

## Walk Routes



### Legend

#### Roads

- Alley
- Arterial
- DNR
- DNR (Private Land)
- Driveway
- Interstate
- Interstate Ramp
- Primary Arterial
- Private Roads
- Private Roads w/o Names
- Public Roads
- SR Ramp
- State Route
- Waterbodies
- City Boundaries
- Urban Growth Boundaries
- County Boundary
- County Boundary

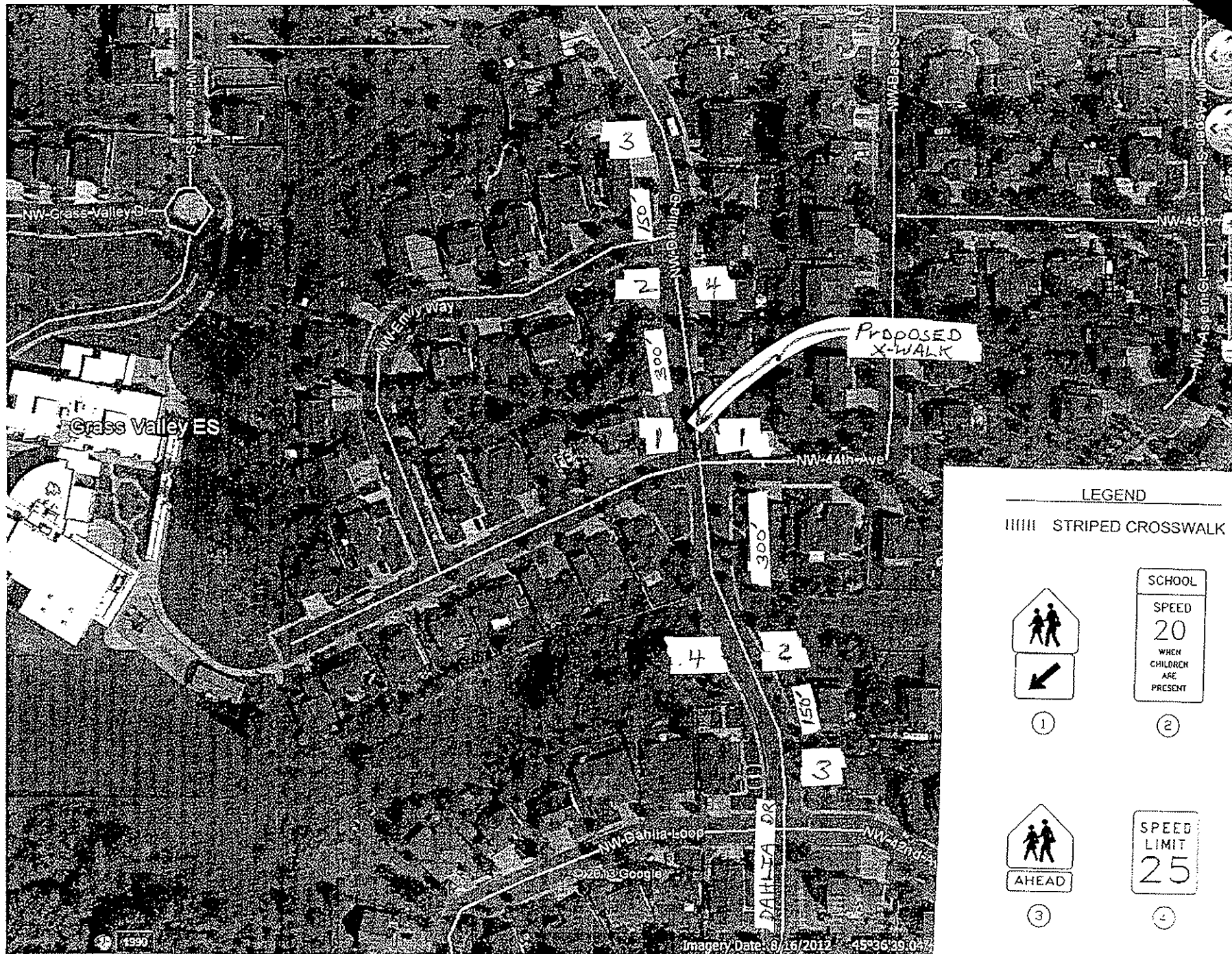
0 1600 3200 4800 ft.

Map center: 45° 36' 44" N, 122° 26' 31" W



Scale: 1:16,369

Information shown on this map was collected from several sources. Neither Clark County, Washington, nor the producer of this document accept responsibility for any inaccuracies that may be present.



## **RCW 46.61.440**

### **Maximum speed limit when passing school or playground crosswalks — Penalty, disposition of proceeds.**

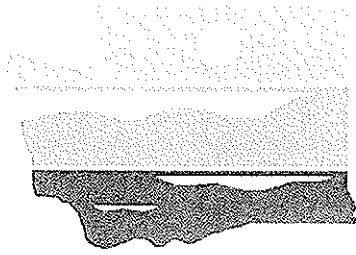
(1) Subject to RCW 46.61.400(1), and except in those instances where a lower maximum lawful speed is provided by this chapter or otherwise, it shall be unlawful for the operator of any vehicle to operate the same at a speed in excess of twenty miles per hour when operating any vehicle upon a highway either inside or outside an incorporated city or town when passing any marked school or playground crosswalk when such marked crosswalk is fully posted with standard school speed limit signs or standard playground speed limit signs. The speed zone at the crosswalk shall extend three hundred feet in either direction from the marked crosswalk.

(2) A county or incorporated city or town may create a school or playground speed zone on a highway bordering a marked school or playground, in which zone it is unlawful for a person to operate a vehicle at a speed in excess of twenty miles per hour. The school or playground speed zone may extend three hundred feet from the border of the school or playground property; however, the speed zone may only include area consistent with active school or playground use.

(3) A person found to have committed any infraction relating to speed restrictions within a school or playground speed zone shall be assessed a monetary penalty equal to twice the penalty assessed under RCW 46.63.110. This penalty may not be waived, reduced, or suspended.

(4) School districts may erect signs that comply with the uniform state standards adopted and designated by the department of transportation under RCW 47.36.030, informing motorists of the increased monetary penalties assessed for violations of RCW 46.61.235, 46.61.245, or 46.61.261 within a school, playground, or crosswalk speed zone created under subsection (1) or (2) of this section.

(5) The school zone safety account is created in the custody of the state treasurer. Fifty percent of the moneys collected under subsection (3) of this section and the moneys collected under RCW 46.61.235(5), 46.61.245(2), or 46.61.261(2) shall be deposited into the account. Expenditures from the account may be used only by the Washington traffic safety commission solely to fund projects in local communities to improve school zone safety, pupil transportation safety, and student safety in school bus loading and unloading areas. Only the director of the traffic safety commission or the director's designee may authorize expenditures from the account. The account is subject to allotment procedures under chapter 43.88 RCW, but no appropriation is required for expenditures until July 1, 1999, after which date moneys in the account may be spent only after appropriation.



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**FY 2014 STORMWATER GRANT PROGRAM PROVISIO  
FUNDING AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF CAMAS  
GRANT AGREEMENT NUMBER  
G1400548**

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**FY 2014 STORMWATER GRANT PROGRAM PROVISIO**  
**Funding Agreement**  
**Between**  
**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**  
**AND**  
**CITY OF CAMAS**

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Camas (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

**PART I. GENERAL INFORMATION**

Project Title:	NW 38 <sup>th</sup> Avenue Phase II/NW Friberg Street Stormwater Improvements
Grant Number:	G1400548
State Fiscal Year:	FY 2014
Total Project Cost:	\$13,489,864
Total Eligible Cost:	\$2,000,000
DEPARTMENT Share:	\$2,000,000
RECIPIENT Share:	\$0
DEPARTMENT Maximum Percentage:	100 %

**RECIPIENT Information**

RECIPIENT Name:	City of Camas
Mailing Address:	PO Box 1055 Camas, WA 98607
Fax Number:	360-834-1535
Federal Taxpayer ID Number:	91-6001233
PROJECT Manager:	James E. Carothers, P.E.
Email Address:	<a href="mailto:jcarothers@cityofcamas.us">jcarothers@cityofcamas.us</a>
Phone Number:	360-817-7230
PROJECT Financial Officer:	Cathy Huber-Nickerson
Email Address:	<a href="mailto:chuber@cityofcamas.us">chuber@cityofcamas.us</a>
Phone Number:	360-834-2462 x4420



**DEPARTMENT Contact Information**

Project Manager:

Email Address:

Phone Number:

Nikki Guillot

[nikki.guillot@ecy.wa.gov](mailto:nikki.guillot@ecy.wa.gov)

360-690-4782

Project Engineer:

Email Address:

Phone Number:

Daniel S. Gariepy, P.E.

[daga461@ecy.wa.gov](mailto:daga461@ecy.wa.gov)

360-407-6470

Address:

☐ **Northwest**

WA State Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave SE  
Bellevue, WA 98008-5452  
Fax (425) 649-7098

☒ **Southwest**

WA State Department of Ecology  
Southwest Regional Office  
P.O. Box 47775  
Olympia, WA 98504-7775  
Fax (360) 407-6305

☐ **Bellingham**

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Bellingham Field Office  
1440 10th Street, Suite 102  
Bellingham, WA 98225  
Fax (360) 715-5225

☐ **Central**

WA State Department of Ecology  
Central Regional Office  
15 West Yakima Ave, Suite 200  
Yakima, WA 98902-3452  
Fax (509) 575-2809

☐ **Eastern**

WA State Department of Ecology  
Eastern Regional Office  
N. 4601 Monroe  
Spokane, WA 99205-1295  
Fax (509) 329-3570

☐ **Headquarters**

WA State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Fax (360) 407-6426

Financial Manager:

Email Address:

Phone Number:

Fax Number:

Address:

Sean Mellon

[sean.mellon@ecy.wa.gov](mailto:sean.mellon@ecy.wa.gov)

360-407-6570

360-407-7151

WA State Department of Ecology  
Water Quality Program, FMS  
P.O. Box 47600  
Olympia, WA 98504-7600

**CHECK ALL THAT APPLY:**

- FY 2014 Stormwater Grant Program Proviso (state funds): ☒ Yes  
Amount: \$2,000,000, Funded with Local Toxics Control Account – State
- Increased Oversight? ☐ Yes ☒ No

The effective date of this agreement is the **July 1, 2013**.

This agreement expires: July 1, 2016.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): June 30, 2019

**PART II. PROJECT SUMMARY**

This project will address water quality for the state of Washington. This project encompasses two distinct projects focused on stormwater improvements for the City of Camas.

NW Friberg Street: This project will treat and detain stormwater runoff for the NW Friberg Street and Goodwin Road reconstruction and widening project from Lake Road to Camas Meadows Drive. Treatment vaults and underground storage pipes will be used in the implementation of this project.

NW 38<sup>th</sup> Avenue Phase II: This project will treat and detain stormwater runoff for the NW 38<sup>th</sup> Avenue reconstruction and widening project from Armstrong Drive to Parker Street. The existing roadside ditch along the north side of the corridor will be relocated, widened and stabilized to improve the quality of stormwater runoff.

[Remainder of this page left intentionally blank]

### PART III. PROJECT BUDGET

NW 38 <sup>th</sup> Avenue Phase II/NW Friberg Street Stormwater Improvements		
TASKS/ELEMENTS	TOTAL PROJECT COST	**TOTAL ELIGIBLE COST (TEC)
1 - Project Administration/Management	\$280,000	\$0
2 - Design Plans and Specifications	\$1,278,970	\$0
3 - Construction Management	\$967,860	\$100,000
4 - Construction	\$8,092,990	\$1,000,000
5 - Right of Way Property Acquisition	\$2,870,044	\$900,000
Total	\$13,489,864	\$2,000,000
** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		
MATCHING REQUIREMENTS		
DEPARTMENT Share: maximum 100% of TEC		\$2,000,000

### PART IV. PROJECT GOALS AND OUTCOMES

- A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Lacamas Lake, Lacamas Creek, and Dwyer Creek and include one or more of the following:
- ☒ Stormwater System Retrofit
  - ☐ Low Impact Development Best Management Practices (BMP)
  - ☒ Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.
1. Stormwater detention will control runoff release and reduce streambank erosion.
  2. Stormwater runoff along NW Friberg and NE Goodwin Road will be collected with sump/siphon catch basins and piped to a treatment vault for water quality treatment via filter cartridges, improving the quality of the stormwater runoff into Dwyer Creek and downstream 303(d)-listed Lacamas Lake.

3. Reduce pollutant loading to the receiving waterbody by providing natural filtration and buffering opportunities between the newly created stream course, and adjacent uses including the improved street corridor and future development.
  4. Improve overall water quality by installing stormwater treatment systems for new and retrofit water quality and quantity.
  5. Reduce flow-related erosion damage by properly sizing and upgrading currently undersized and constricted culverts.
  6. Provide fully functioning stream-associated wetlands and wildlife corridors that are currently interrupted and impacted by immediate proximity to heavily travelled road surfaces. Increased or improved jurisdictional wetlands resulting from the project will consist of over 9 acres of newly created, rehabilitated and enhanced wetlands and buffers. There is a significant storm conveyance element to this project that includes relocating the roadside ditch, treatment, detention, and wetland mitigation for the ditch relocation.
  7. Stormwater runoff along NW 38<sup>th</sup> Avenue Road will be collected with catch basins and piped to a treatment vault for water quality treatment via filter cartridges; improving the quality of the stormwater runoff into Lacamas Lake.
- C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.
1. Acquire right of way property to install stormwater improvements adjacent to NW 38<sup>th</sup> Avenue.
  2. Construct a street stormwater conveyance system that will provide for the collection of street runoff and redirect the runoff to a storm detention piped facility. The detained runoff will flow to treatment vaults for treatment via filter cartridges. A piped stormwater system downstream of the treatment vault will carry the runoff to a rip-rap outfall at Dwyer Creek (Friberg) and a roadside swale (Goodwin).

## **PART V. SCOPE OF WORK**

### **Task 1 - Project Administration/Management**

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and RECIPIENT closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Required Performance:

1. Administer and manage the project and records.
2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and RECIPIENT Final Report and performance items, in a timely manner.

**Task 2 – Design Plans and Specifications**

- A. The RECIPIENT will submit to the DEPARTMENT's Project Manager, a copy of the State Environmental Review Act (SEPA) Lead Agency's signed and dated SEPA determination.
- B. During the planning and design stage and prior to any ground disturbing activities, the RECIPIENT will submit to the DEPARTMENT's Project Manager one of the following:
- a. If Cultural Resources Review (Executive Order 05-05) is complete, a copy of the letter of concurrence from the Department of Archaeology and Historic Preservation (DAHP) and correspondence from any tribes.
  - b. If Cultural Resources Review (Executive Order 05-05) is not complete, the RECIPIENT will submit a DAHP EZ-1 form to the DEPARTMENT's Project Manager to initiate review of project activities by DAHP and tribal governments.
- C. The RECIPIENT will submit two hard copies and one digital copy of the Pre-design report to the DEPARTMENT for review. At its discretion, the DEPARTMENT may request 60 percent complete design plans for review. Based on receipt of the Pre-design report or the 60 percent complete design plans, the DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The RECIPIENT agrees to respond to the DEPARTMENT's comments prior to project construction. The DEPARTMENT reserves the right to refuse payment for project elements that are inconsistent with the appropriate design criteria and grant requirements.
- D. Prior to advertising for contractor bids, the RECIPIENT will submit two hard copies and one digital copy of the final plans and specifications to the DEPARTMENT's Project Manager for review. The DEPARTMENT will provide comments to the RECIPIENT within 45 days of receipt of the plans. The DEPARTMENT's Project Manager will work with the DEPARTMENT's engineer to review the plans and specifications for consistency with the appropriate design criteria and grant requirements. The RECIPIENT must justify significant deviations from the following:

1. The appropriate guidance manual below depends on the region that your project is conducted:  
**Stormwater Management Manual for Western Washington (SWMMWW)**,  
or the  
**Stormwater Management Manual for Eastern Washington (SWMMEW)**,  
both can be found at:  
<http://www.ecy.wa.gov/programs/wq/stormwater/tech.html>, or the  
**Low Impact Development Technical Guidance Manual for Puget Sound**  
found at: [http://www.psp.wa.gov/downloads/LID/LID\\_manual2005.pdf](http://www.psp.wa.gov/downloads/LID/LID_manual2005.pdf), or  
equivalent design manuals, or  
**Eastern WA LID Low Impact Development Guidance Manual**, or  
<http://www.wastormwatercenter.org/eastern-washington-lid-manual>
  2. Equivalent manual as developed by the local jurisdiction and approved by the DEPARTMENT.
  3. Good engineering practices and generally recognized engineering standards.
  4. The project pre-design report.
- E. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal to the DEPARTMENT.
- F. The RECIPIENT will prepare and submit a projected construction schedule to the DEPARTMENT.
- G. The RECIPIENT will submit to the DEPARTMENT a current, updated construction cost estimate and updated project schedule, along with each plans and specifications submittal.
- H. The RECIPIENT will submit all pre-design figures and construction plans to the DEPARTMENT, reduced to 11" x 17" in size. The RECIPIENT may bind them with the specifications or related construction contract documents or bound as a separate document. All reduced drawings must be legible.

**Required Performance:**

1. Submit a copy of the signed and dated SEPA determination to the DEPARTMENT.
2. Submit a copy of either: 1) Letter of Concurrence from DAHP; or, 2) the DAHP EZ-1 form, for DEPARTMENT coordination on compliance with Executive Order 05-05.
3. Submit a Pre-design report to the DEPARTMENT.
4. Submit final plans and specifications to the DEPARTMENT, which includes the DEPARTMENT's Bid Specification Clauses inserts found at:  
<http://www.ecy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

**Task 3 – Construction Management**

- A. The RECIPIENT will provide construction oversight and management of the project.

- B. The RECIPIENT will submit a detailed construction quality assurance plan to the DEPARTMENT before the start of construction. This plan must describe how adequate and competent construction oversight will be performed.
- C. The RECIPIENT will submit a construction schedule to the DEPARTMENT within 30 days of the start of construction. The construction schedule will be revised and/or updated whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the construction schedule to the DEPARTMENT with the quarterly report. When changes in the construction schedule affect previous cash flow estimates, revised cash flow projections must also be submitted to the DEPARTMENT.
- D. Prior to execution, the RECIPIENT will submit eligible change orders that are a significant deviation from the DEPARTMENT reviewed plans and specifications in writing for DEPARTMENT review and approval for payment. All other change orders must be approved by the DEPARTMENT for technical merit and should be submitted within 30 days after execution. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to the DEPARTMENT for approval.
- E. The RECIPIENT will maintain the constructed facility for the design life of the facility. Additionally, the RECIPIENT will develop and submit an operations and maintenance plan for the stormwater treatment and low impact development (LID) features. The operation and maintenance plan will describe how the RECIPIENT will ensure project success consistent with the design manual used. The operation and maintenance plan must also address long term activities to assure ongoing pollutant removal and flow-control capability of the project. (See the *Stormwater Management Manual for Western Washington Volume 5, Section 4.6*).
- F. Upon completion of construction, the RECIPIENT will provide to the DEPARTMENT's Project Manager a Stormwater Construction Completion Form signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications and major change orders approved by the DEPARTMENT's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion form can be found at:  
<http://www.ccy.wa.gov/programs/wq/funding/GrantLoanMgmtDocs/Eng/GrantLoanMgmtEngRes.html>

Required Performance:

- 1. Submit the project construction quality assurance plan to the DEPARTMENT.
- 2. Submit the construction schedule to the DEPARTMENT.
- 3. Submit pre-construction meeting minutes to the DEPARTMENT.
- 4. Submit an Operations and Maintenance plan to the DEPARTMENT.
- 5. Submit the signed and dated Stormwater Construction Completion Form to the DEPARTMENT.

#### **Task 4 – Construction**

- A. The RECIPIENT will, in accordance with the DEPARTMENT reviewed plans and specifications, construct a conveyance system to transmit stormwater runoff to a regional treatment facility.
- B. The RECIPIENT will submit to the DEPARTMENT's Project Manager a copy of the construction contract within 30 days of execution.

#### **Required Performance:**

- 1. Submit a copy of the bid documents (e.g. bid announcement, bid award, bid tabulations) to the DEPARTMENT.
- 2. Submit a copy of the construction contract to the DEPARTMENT.
- 3. Construct a conveyance system to transmit stormwater runoff to a regional treatment facility.

#### **Task 5 – Property Acquisition**

- A. The RECIPIENT will submit to the DEPARTMENT a professional real estate appraisal of the property to be purchased to ensure that the property is purchased at, or close to, fair market value.
- B. The RECIPIENT will acquire right of way property for the purpose of stormwater runoff treatment.

#### **Required Performance:**

- 1. Provide a professional real estate appraisal of the property to be purchased to the DEPARTMENT.
- 2. Purchase right of way access for stormwater treatment purposes.

[Remainder of this page left intentionally blank]



## PART VI. SPECIAL TERMS AND CONDITIONS

- A. Adjusted Construction Budget. The construction budget, as reflected in the agreement, will be adjusted once actual construction bids are received.

If the low responsive responsible construction bid(s) exceed the engineer's estimate of construction costs, the DEPARTMENT may approve, if funding is available and through formal amendment to this agreement, funding increases for up to ten percent of the engineer's original estimate.

If the low responsive responsible construction bid(s) come in lower than the engineer's estimate of construction costs, the DEPARTMENT may reduce the grant amount.

- B. Change Orders. If funding is available, the DEPARTMENT may approve, through formal amendment to this agreement, funding for change orders for up to five percent of the eligible portion of the low responsive responsible construction bid(s).
- C. Documents for Review. The plans, specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for DEPARTMENT review.
- D. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- E. Use of Force Account. In the event the RECIPIENT elects to use its own forces to accomplish eligible project work, the RECIPIENT acknowledges that it has the legal authority to perform the work and adequate and technically qualified staff to perform the work without compromising other government functions. The RECIPIENT must track and report the force account work submitted to the DEPARTMENT for reimbursement.

## PART VII. ALL WRITINGS CONTAINED HEREIN

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement.
- Attachment I: General Project Management Requirements.
- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of Ecology Grants and Loans" (Yellow Book).
- The associated funding guidelines that correspond to the fiscal year in which the project is funded.
- The applicable statutes and regulations.

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and

made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby sign this agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF CAMAS

\_\_\_\_\_  
HEATHER R. BARTLETT      DATE  
WATER QUALITY  
PROGRAM MANAGER

\_\_\_\_\_  
SCOTT HIGGINS      DATE  
MAYOR

Approved As To Form:  
Office of the Attorney General

**ATTACHMENT I: General Project Management Requirements  
for the FY 2014 Stormwater Grant Program Proviso  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Executive Order 05-05 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and  
[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/co0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/co0505Guidance_000.pdf).

**B. FUNDING RECOGNITION**

RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.

**C. INCREASED OVERSIGHT**

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

**D. INDIRECT RATE**

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

## **E. MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

## **F. PAYMENT REQUEST SUBMITTALS**

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Reporting Eligible Costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form I (ECY 060-15)

## **G. POST PROJECT ASSESSMENT**

RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three years after project completion.

DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

## **H. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **I. PROGRESS REPORTS**

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

Report Content. At a minimum, all progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement. The RECIPIENT must also attach all landowner agreements signed during the respective quarter to each progress report.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

## **J. REQUIRED DOCUMENT SUBMITTALS**

RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy.
  - Electronic copy of final project completion report – 1 copy.
  - Final project completion report – 1 copy.
  - Educational products developed under this agreement – up to 2 copies.
  - Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
  - Interlocal agreements – 1 copy for the DEPARTMENT's Project/Financial Manager.
  - Professional services procurement agreements – 1 copy to the DEPARTMENT's Project/Financial Manager.
-

**ATTACHMENT II: General Terms And Conditions**  
**Pertaining To Grant And Loan Agreements Of The Department Of Ecology**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

## **H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

## **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

## **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Recipients of Ecology Grants and Loans", Part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.



2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.5. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds there under and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become DEPARTMENT property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

#### **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance

which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

#### **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

#### **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

#### **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

#### **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in

which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

#### **S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

#### **T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

#### **U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

#### **V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### **W. FUNDING AVAILABILITY**

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

SS-010 Rev. 04/04

Modified 12/13

March 31, 2014

James Hodges  
City Of Camas  
616 NE 4th Ave; PO Box 1055  
Camas, WA 98607-1055

RE: **Project Completion Amendment and Final Voucher for  
Public Works Trust Fund Loan Number PC08-951-007  
Project Name: WWTF Improvements - Phase II**

Dear Mr. Hodges:

Enclosed are two originals of the Project Completion Amendment including Attachment I: Certified Project Completion Report for PWTF Loan PC08-951-007.

If you requested a final draw or your loan has been overdrawn, please follow the attached Final Voucher/Refund Invoice Instructions. For a last draw, a pre-filled A19 voucher form is included for your convenience. Alternatively, if there is a refund due, an Invoice for that amount is attached to this letter. Please send your refund check to the Department of Commerce.

Please have both originals of the amendment (including the Certified Report) and one A19 voucher signed and dated by the appropriate authorities, and return them to the Contracts Administration Unit within 30 days of the date of this letter. If this is a preconstruction loan, please make sure you attach a copy of the **formal action** accepting the project as being complete.

After the amendments are signed by the Board or its designee, an original executed amendment will be returned to you for your files.

If you have any questions or need additional information, please do not hesitate to call me at (360) 725-3015 or email me at [Carrie.calleja@commerce.wa.gov](mailto:Carrie.calleja@commerce.wa.gov).

Sincerely,

Carrie Calleja  
Contracts Administration Unit  
Project Manager

Enclosures

# AMENDMENT FACE SHEET

Loan Number: PC08-951-007  
PROJECT COMPLETION AMENDMENT

Washington State Department of Commerce

## PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND – CONSTRUCTION AND PRECONSTRUCTION LOANS

<b>1. Contractor</b>  City of Camas 616 NE 4th Ave; PO Box 1055 Camas, WA 98607-1055		<b>2. Contractor Doing Business As (optional)</b>  N/A	
<b>3. Contractor Representative (only if updated)</b> N/A		<b>4. Public Works Board Representative (only if updated)</b> N/A	
<b>5. Original Contract Amount</b> \$10,000,000.00	<b>6. DeObligation</b> \$0.00	<b>7. Final Contract Amount</b> \$10,000,000.00	
<b>8. Amendment Funding Source</b> Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		<b>9. Amendment Start Date</b> Amendment Execution Date	<b>10. Amendment End Date</b> July 1, 2028
<b>11. Federal Funds (as applicable):</b> N/A	<b>Federal Agency:</b> N/A	<b>CFDA Number:</b> N/A	
<b>12. Amendment Purpose:</b> The purpose of this amendment is to certify the project completion for the Public Works Trust Fund Loan Number PC08-951-007.  The Board, defined as the Washington State Public Works Board, and Borrower/Contractor acknowledge and accept the terms of this Agreement/Contract As Amended and attachments and have executed this Agreement/Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement/Contract As Amended are governed by this Agreement/Contract Amendment and the following other documents incorporated by reference: Amendment Terms and Conditions, including Attachment I; Certified Project Completion Report. A copy of this Agreement/Contract Amendment shall be attached to and made a part of the original Agreement/Contract between the Board and the Borrower/Contractor. Any reference in the original Agreement/Contract to the "Agreement" or the "Contract" shall mean the "Agreement As Amended" or "Contract As Amended," respectively.			
<b>FOR THE BORROWER/CONTRACTOR</b>  _____ Signature  _____ Print Name – Camas Mayor Scott Higgins  _____ Title - Mayor  _____ Date		<b>FOR PUBLIC WORKS BOARD</b>  _____ Stan Finkelstein, Public Works Board Chair  _____ Date  <b>APPROVED AS TO FORM ONLY</b>  This 22 <sup>nd</sup> Day of December, 2008 Rob McKenna Attorney General  _____ Signature on File Kathryn Wyatt Assistant Attorney General	

## AMENDMENT TERMS AND CONDITIONS

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### PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND – CONSTRUCTION AND PRECONSTRUCTION LOANS

The purpose of this amendment is to acknowledge the project has been certified complete and the final loan amount, interest rate, and local share on Public Works Trust Fund Loan Agreement/Contract Number **PC08-951-007** have been adjusted, if necessary, as reflected below.

The Public Works Board, (or its successor) a department of the state of Washington (hereinafter referred to as the "Board") and **City of Camas** (hereinafter referred to as the "Borrower/Contractor") agree to amend Public Works Trust Fund Loan Agreement/Contract Number **PC08-951-007** as described below.

The amount of the loan shall be **\$10,000,000.00**. The interest rate shall be **0.50%** per annum on the outstanding balance. The Borrower/Contractor pledges to use an amount of local funds as local project share of not less than **15.0%** of the total eligible portion of the project cost not funded by federal or state grants as identified in the Loan Agreement/Contract's Scope of Work.

The attachment to this amendment, Attachment I: Certified Project Completion Report, includes the following sections: Chief Executive Officer and Project Engineer or Consultant Certifications; Estimated and Actual Project Costs by Cost Category; Estimated and Actual Project Funding; Final Loan Draw and Local Match Worksheet; and Performance Measures Report (for construction loans only).

# **ATTACHMENT I: CERTIFIED PROJECT COMPLETION REPORT**

## **PUBLIC WORKS BOARD PUBLIC WORKS TRUST FUND – CONSTRUCTION AND PRECONSTRUCTION LOANS**

Loan Number: **PC08-951-007**  
Project Name: **Wwtf Improvements Phase II**  
Original or Extended Project Completion Date: **4/1/2014**

Contractor: **City of Camas**  
Address: **616 NE 4th Avenue**  
**Camas, WA 98607**

### **Chief Executive Officer Certification**

The Chief Executive Officer of the Borrower/Contractor certifies that:

- To the best of his/her knowledge, the financial information and data provided in this report is true and correct as of the signature date indicated below, and no project costs listed in this report incurred more than twelve (12) months before agreement/contract execution or after the date of the project completion;
- Records supporting the information provided in this report are on file and will be made available by the Borrower/Contractor upon request; and
- Attached is a copy of the formal action accepting the project as being complete (FOR PRECONSTRUCTION LOANS ONLY).

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Signature

### **Project Engineer or Consultant Certification**

The Project Engineer or Consultant of the Borrower/Contractor certifies that:

- To the best of his/her knowledge, the data provided in this report is true and correct as of the signature date indicated below;
- The project was completed in accordance with the Loan Agreement/Contract's Scope of Work; and
- The project was completed on \_\_\_\_\_  
(Actual Date of Project Completion)

\_\_\_\_\_  
Signature of Project Engineer or Consultant

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Signature



## Section 1: Estimated and Actual Project Costs by Cost Category

COST CATEGORY	ESTIMATED COSTS	ACTUAL COSTS
Engineering Report (Preliminary Engineering)	\$0.00	\$0.00
Environmental Review	\$27,000.00	\$27,000.00
Historical Review/Cultural Review	\$0.00	\$13,000.00
Land/ROW Acquisition	\$0.00	\$0.00
Permits	\$10,000.00	\$10,000.00
Public Involvement/Information	\$5,000.00	\$5,000.00
Bid Documents (Design Engineering)	\$1,400,000.00	\$1,400,000.00
Construction	\$13,000,000.00	\$14,569,000.00
Other Fees: (Sales or Use Taxes)	\$0.00	\$1,336,000.00
Contingency: 25.00%	\$2,890,000.00	
Other:	\$0.00	\$0.00
Other: Construction Management & Inspection	\$0.00	\$1,172,000.00
Other:	\$0.00	\$0.00
Other:	\$0.00	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$17,332,000.00</b>	<b>\$18,532,000.00</b>

## Section 2: Estimated and Actual Project Funding

TYPE OF FUNDING	SOURCE	ESTIMATED FUNDING	ACTUAL FUNDING
<b>Grants and Other Non-Matching Funds</b>			
Grant #1		\$0.00	\$0.00
Grant #2		\$0.00	\$0.00
Grant #3		\$0.00	\$0.00
New Grant			\$0.00
<b>Total Grants and Other Non-Matching Funds</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Loans</b>			
<i>This Loan Request</i>	<i>Public Works Board</i>	<i>\$10,000,000.00</i>	<i>\$10,000,000.00</i>
Other Loan #1	DOE-SRF Loan (Partially Forgiven)	\$6,843,300.00	\$6,843,300.00
Other Loan #2	Pre-Const. PWTF Loan	\$0.00	\$1,000,000.00
Other Loan #3		\$0.00	\$0.00
New Loan			\$0.00
New Loan			\$0.00
<b>Total Loans</b>		<b>\$16,843,300.00</b>	<b>\$17,843,300.00</b>
<b>Local Revenue</b>			
Local Revenue #1	Sewer Utility/Development Fund	\$750,000.00	\$688,700.00
Local Revenue #2		\$0.00	\$0.00
Local Revenue #3		\$0.00	\$0.00
New Local Revenue			\$0.00
<b>Total Local Revenue</b>		<b>\$750,000.00</b>	<b>\$688,700.00</b>
<b>Other Funds</b>			
Other Funds		\$0.00	\$0.00
Interest Earned on Investment of PWTF Loan Funds			\$0.00
<b>Total Other Funds</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL PROJECT FUNDING</b>		<b>\$17,593,300.00</b>	<b>\$18,532,000.00</b>

### Section 3: Final Loan Draw and Local Match Worksheet

		Line
PWTF Total Loan Amount at Loan Contract Execution	\$10,000,000.00	1
Costs Incurred after Loan Contract Execution	\$18,532,000.00	2
Costs Incurred up to 12 Months before Loan Contract Execution	\$0.00	3
Total Actual Eligible Project Costs	\$18,532,000.00	4
Total Actual State and Federal Grants	\$0.00	5
Reimbursable Eligible Project Costs	\$18,532,000.00	6
Percentage of Project Reimbursed by PWTF Loan at Loan Contract Execution	85.00%	7
PWTF Share of Reimbursable Eligible Project Costs	\$15,752,200.00	8
Interest Earned on Investment of PWTF Loan Funds (should match the amount under the Actual Funding Column in Section 2)	\$0.00	9
Maximum Eligible Cost for Reimbursement by PWTF Loan	\$15,752,200.00	10
Lesser of Total Loan Amount or Maximum Eligible Cost	\$10,000,000.00	11
Lesser of Maximum Eligible Cost or Costs Incurred after Loan Execution	\$10,000,000.00	12
Total Amount of Loan Desired if Less than Eligible Cost (should match "This Loan Request" amount under the Actual Funding Column in Section 2)	\$10,000,000.00	13
PWTF Loan Total Amount Drawn to Date	\$9,500,000.00	14
Final Draw: Maximum Eligible Cost (or Total Amount of Loan Desired) less the PWTF Loan Total Amount Drawn to Date (If negative amount, a refund is required.)	\$500,000.00	15
Actual Local Share: Reimbursable Eligible Project Costs less the Sum of Interest Earned on Investment of PWTF Loan Funds and Amount of Loan	\$8,532,000.00	16
Local Share Percentage at Project Completion	46.04%	17

Current Interest Rate	New Interest Rate
0.50%	0.50%
Final Draw (or refund due from Borrower/Contractor if \$ amount on Line 15 is negative)	De-Obligation
\$500,000.00	\$0.00

## **Section 4: Performance Measures Report-CONSTRUCTION LOANS ONLY**

<b>Performance Measure</b>	<b>System</b>	<b>Current Measure</b>	<b>Proposed Measure</b>	<b>Amount of Change</b>	<b>Anticipated/Completion Date*</b>
Reduction in level of Ammonia	Sanitary Sewer	44	11	33	1/1/2014
N/A	Sanitary Sewer				
N/A	Sanitary Sewer				

\* If the performance measure is not yet completed, this date represents the anticipated date on which the Borrower/Contractor will submit a Performance Measure Report/Update to the Public Works Board.

## FINAL VOUCHER/REFUND INVOICE INSTRUCTIONS

**DE-OBLIGATION:** Borrowers/Contractors have the option to de-obligate (not take) the final loan draw. In this case, the de-obligation amount will be deducted from the final loan amount.

**FINAL DRAW:** If the Final Loan Draw (Line 15 in Section 3) is a positive amount, a final voucher will need to be signed and dated by the person authorized to sign vouchers on behalf of the Borrower/Contractor. Signing the voucher certifies that the funds disbursed will be used for eligible activities associated with the Loan Agreement/Contract's Scope of Work. Please use the attached pre-filled A19 Voucher form. **Mail the final voucher together with the signed amendment and attachments to the Contracts Administration Unit.** The final voucher needs to be received and processed by the Contracts Administration Unit prior to the execution of the Project Completion Amendment and changing your project's status to "Project Complete." A Washington State Warrant (check) or a direct deposit payment in the amount of the Final Loan Draw will be sent to the Borrower/Contractor within 14 days of voucher approval.

**REFUND DUE:** If the Final Loan Draw (Line 15 in Section 3) is a negative amount, the loan has been overdrawn and the Borrower/Contractor must refund to the Public Works Board the amount overdrawn. A refund invoice for the due amount is attached. **Please follow the instructions in the Invoice and send your refund check to the Department of Commerce.**

FORM <b>A19-1A</b>	STATE OF WASHINGTON  <b>INVOICE VOUCHER</b>
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AGENCY USE ONLY	
AGENCY NO.	CONTRACT NO. OR GA AUTH. NO.
103	PC08-951-007

AGENCY NAME
CONTRACTS ADMINISTRATION UNIT PO BOX 42525 OLYMPIA WA 98504-2525
VENDOR OR CLAIMANT (warrant is to be payable to)
City of Camas 616 NE 4th Avenue Camas, WA 98607

INSTRUCTIONS TO VENDOR OR CLAIMANT:
In the absence of a detailed invoice, submit this form to claim payment for materials, merchandise, or services. Show complete detail for each item.
<b>Vendor's Certificate:</b> I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished rendered to the State of Washington, and that all goods furnished and/or services have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veteran status.
By: _____ (Sign in ink)

FEDERAL I.D. NO. OR SOCIAL SECURITY NO.	RECEIVED BY	DATE RECEIVED

DATE	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
	<b>Final Voucher for Loan Number PC08-951-007</b>			
	Loan Amount			10,000,000.00
	Previous Draws			\$9,500,000.00
	Balance			500,000.00
	<b>Total Final Voucher</b>			<b>500,000.00</b>

PREPARED BY (Fiscal)						DATE		SERVICE AREA APPROVAL				DATE		
DOC DATE				CURRENT DOC NO			REF DOC NO			VENDOR NUMBER			VENDOR MESSAGE	
SUF	TRANS CODE	M O D	FUND	APPN INDEX	PROGRAM INDEX	SUB OBJ	SUB SUB OBJ	CNTY	CITY	PROJECT	AMOUNT	INVOICE NUMBER	GENERAL LEDGER	
			058											
APPROVED FOR PAYMENT BY FISCAL								DATE		WARRANT TOTAL				

## **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 not 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.

Administrative/Internal Investigators: 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.

Criminal Investigators: 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.

Law Enforcement Employee and Agent: 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.

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

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



Victim: 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 walk-through 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 minimum 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 Garrity admonishment if the employee is interviewed, ordering the employee to cooperate fully with the investigation. Details of the interview conducted after the Garrity 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 not 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

## 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.

3. **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-a of 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 jurisdiction.
- 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.

6. **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 inter-local 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.

EXECUTED on the day and year first written below.

**CITY OF BATTLE GROUND, WASHINGTON**

\_\_\_\_\_  
John M. Williams, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
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

EXECUTED on the day and year first written below.

**CITY OF CAMAS, WASHINGTON**

\_\_\_\_\_  
Scott Higgins, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Mitch Lackey, Police Chief

Date: \_\_\_\_\_

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



EXECUTED on the day and year first written below.

**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

EXECUTED on the day and year first written below.

**CITY OF LA CENTER, WASHINGTON**

\_\_\_\_\_  
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  
La Center, WA 98629

EXECUTED on the day and year first written below.

**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

EXECUTED on the day and year first written below.

**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  
Prosecuting Attorney

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

EXECUTED on the day and year first written below.

**CITY OF VANCOUVER, WASHINGTON**

\_\_\_\_\_  
James McElvain, Police Chief

Date: \_\_\_\_\_

\_\_\_\_\_  
Eric Holmes, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Lloyd Tayler, City Clerk

Approved as to form:

\_\_\_\_\_  
Ted Gathe, City Attorney

Address for Notice:

James McElvain, Police Chief  
Vancouver Police Department  
City of Vancouver  
P.O. Box 1995  
Vancouver, WA 98668

EXECUTED on the day and year first written below.

**WASHINGTON STATE UNIVERSITY**

\_\_\_\_\_  
Campus Dean and Executive Officer

Date: \_\_\_\_\_

Address for Notice:

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

EXECUTED on the day and year first written below.

**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

## Julie Norcross

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**From:** wetzelkirstin@gmail.com  
**Sent:** Wednesday, March 19, 2014 10:29 AM  
**To:** Police Department Email  
**Subject:** FW: Notice of Auction & Raffle event

Resending to make sure you have received notice.

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**From:** [wetzelkirstin@gmail.com](mailto:wetzelkirstin@gmail.com) [<mailto:wetzelkirstin@gmail.com>]  
**Sent:** Thursday, January 30, 2014 11:58 AM  
**To:** [police@cityofcamas.us](mailto:police@cityofcamas.us)  
**Subject:** Notice of Auction & Raffle event

Good Afternoon –

On May 16, 2014, Grass Valley Elementary PTA will be holding our 4<sup>th</sup> Annual Carnival & Silent Auction. The exact time will be determined, but will likely be from 5:30 – 8:00 PM. We will have carnival/amusement games (cake walk, fish pond, etc) and also have a raffle with silent auction. We do not anticipate exceeding \$5,000 in profit from the entry ticket (\$5 per child) or from the raffle, therefore will not be applying for a gambling license.

We are aware of the WA state raffle and amusement game rules and will follow the same practices as we did last year. As we are still requesting items to be donated, we do not currently know what we will have as raffle items. I am not aware at this time if we will sell raffle tickets in advance and do not know the cost per ticket at this time (last year they were \$5 each, previous years \$1).

Here are a few additional procedures we will follow, per the law.

- All raffle tickets will be numbered
- detailed item info, time of drawing, cost per ticket & if winner must be present will be announced prior to event (flyers, newsletter and our PTA website) and will also be displayed during the event
- only adults will buy and sell tickets
- no need to be a PTA member to purchase, the raffle is open to anyone
- all tickets will remain the same price
- The raffle will be held that evening
- We will retain all tickets for one year following the event
- No free tickets will be given away
- No credit card payment for raffle will be accepted

Please advise if you would like additional information.

Kirstin Wetzel  
2014 Auction Co-Chair  
Grass Valley PTA  
360-606-8413

*Council April 7th*



## 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 services that can assist in developing an organization and resources necessary for attracting capital investment in areas of Camas and Washougal that are not receiving sufficient economic development. The CDE is a necessary organization for attracting 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 partners. The specific scope of the consultant is attached as Exhibit A.
3. **Compensation.**
  - a. Payment Schedule. CWEDA is requesting a one-time payment of \$87,500 that will be used exclusively for completing the consultant work as identified in Exhibit A. CWEDA is asking each partner to pay a share of the total project costs commensurate with the funding allocations for CWEDA operations (i.e. Camas 25%, Washougal 25%, and Port 50%).
4. **Term.** The parties intend the term of this Agreement to be a one-time, providing 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.

**5. General Considerations.** CWEDA will keep the Port, Camas, and Washougal advised as to the status and progress of all matters. 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)



Pilot Management Resources  
**CONSULTING SERVICES AGREEMENT**

This Services Agreement (this "**Agreement**") is entered into as of the Effective Date (the "**Effective Date**") set forth herein, by and between Pilot Management Resources, LLC, an Oregon limited liability company ("**Consultant**") and \_\_\_\_\_, a Washington \_\_\_\_\_ (the "**Client**").

**SECTION 1 SERVICES**

Consultant will perform for the Client the consulting services (the "**Services**") specified in Exhibit A (the "**Term Sheet**") attached hereto and made a part hereof. In the event of a conflict between any term of this Agreement and the Term Sheet, the terms of this Agreement will prevail. Changes within the scope of the Services will be made only in a writing executed by authorized representatives of both parties. Consultant will have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change is agreed upon by the parties in writing.

**SECTION 2 PAYMENT FOR SERVICES AND EXPENSES**

The Client will pay Consultant for Services, and the amounts otherwise payable to Consultant hereunder, within ten (10) days of receipt of invoices submitted by Consultant. Except as otherwise specified on the Term Sheet, Consultant will be solely responsible for its expenses incurred in the completion of this project. If the Term Sheet provides for the payment of expenses by the Client, Consultant will not incur any such expenses without the prior approval of the Client.

**SECTION 3 WORK PRODUCT**

All deliverables, work-product, written materials and other information originated and prepared for the Client by Consultant pursuant to this Agreement will belong exclusively to the Client and will be deemed work-made-for-hire under applicable law. Consultant assigns to the Client Consultant's entire interest in such property (including, but not limited to all copyrights, patents, trade secrets, trademark rights, moral rights and other intellectual property rights in such property). Consultant agrees to take such actions as are reasonably necessary to confirm, perfect and protect the Client's ownership interest in such property.

**SECTION 4 CONFIDENTIAL INFORMATION**

The Client considers all information provided to Consultant pursuant to this Agreement, whether conveyed electronically, verbally, in writing or otherwise, to be Confidential Information. Consultant may not disclose any Confidential Information to any person not in the Client's employ, without the Client's express prior consent.

**SECTION 5 WARRANTY**

Consultant warrants that its Services will be performed in a professional and workmanlike manner in accordance with applicable professional standards and will reperform any work not in compliance with this warranty brought to its attention within three (3) months after that work is performed. Consultant further warrants that any deliverables provided pursuant to the Term Sheet will conform in all material respects to the specifications for such deliverable included in the Term Sheet and Consultant will at its own cost and expense, remedy any such nonconformance brought to its attention within three (3) months after that work is performed.

***THE PRECEDING IS CONSULTANT'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE.***

**SECTION 6 INDEMNIFICATION**

**6.1** Consultant will indemnify and hold harmless the Client, its employees and agents, from and against any claims, demands, loss, damage or expense relating to (a) bodily injury or death of any person or damage to real and/or tangible personal property incurred while Consultant is performing services hereunder, (b) any claim that any deliverable provided to the Client hereunder violates the intellectual property rights of a third party, (c) any claim by governmental agencies arising out of the characterization Consultant or any of its employees or consultants contrary to that provided in Section 7, or (d) any claim by any employee of or consultant to Consultant arising out of this Agreement.

**6.2** Consultant will not indemnify the Client under Section 6.1(b) if the claim of infringement is solely caused by (a) the Client's misuse or modification of such deliverable item(s); (b) the Client's failure to use corrections or enhancements made available by Consultant; (c) the Client's use of such deliverable item(s) in combination with any product or information not owned or developed by Consultant; or (d) information, direction, specification or materials provided by the Client or any agent of the Client. If any such deliverable item is, or in the Client's reasonable opinion is likely to be, held to constitute an infringing product, Consultant will at its expense and option either (w) procure the right for the Client to continue using it,

(x) replace it with a noninfringing equivalent, (y) modify it to make it noninfringing or (z) accept return of the deliverable item and refund to the Client the fees paid for such deliverable item. The foregoing remedies constitute the Client's sole and exclusive remedies and Consultant's entire liability with respect to infringement.

## **SECTION 7 INDEPENDENT CONTRACTOR**

**7.1** In connection with this Agreement each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein will be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

**7.2** Consultant acknowledges and agrees that Consultant is not entitled to unemployment insurance benefits or industrial insurance benefits from the Client and that Consultant is solely and exclusively responsible for payment of all federal and state taxes on any monies paid to Consultant under this Agreement.

## **SECTION 8 LIMITATION ON LIABILITY**

Except for any liability under Section 6, the maximum liability of either party relating to services rendered under this agreement (regardless of form of action, whether in contract, negligence or otherwise) will be limited to the charges paid to Consultant for the portion of its services or work products giving rise to liability. In no event will either party be liable for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if it has been advised of their possible existence. The allocations of liability in this Section 8 represent the agreed and bargained-for understanding of the parties and Consultant's compensation for the Services reflects such allocations.

## **SECTION 9 TERMINATION**

**9.1** Either party may, upon giving ten (10) days written notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided the breaching party will not have cured such breach within the ten (10) day period.

**9.2** The Client may upon giving forty five (45) days written notice, terminate this Agreement.

**9.3** Upon any termination of this Agreement, Consultant will deliver copies of any deliverables, including any work in process to the Client. Upon receipt of such information, and evidence of compliance with the terms of the Non-Disclosure Agreement between the parties, the Client will pay Consultant all amounts due for work completed under this Agreement and a reasonable proportion of fees for uncompleted projects for which partial work has been performed. The terms of Sections 4, 5, 6, 8, 9 and 12 will survive termination of this Agreement.

## **SECTION 10 FORCE MAJEURE**

Neither party will be liable for any delays or failures in performance due to circumstances beyond its control.

## **SECTION 11 EQUAL EMPLOYMENT**

Consultant agrees not to discriminate against any person on the basis of race, creed, color, national origin, sex, age, mental or physical handicap, sexual orientation, or status as disabled veteran or a veteran of the Vietnam era, in the performance of services under this contract.

## **SECTION 12 GENERAL**

**12.1 No Assignment.** Consultant may not assign or delegate any of Consultant's rights or obligations under this Agreement to any person without the prior written consent of the Client, which the Client may withhold in the Client's sole discretion.

**12.2 Amendment.** This Agreement may be amended only by a written document signed by the party against whom enforcement is sought.

**12.3 Notices.** All notices or other communications required or permitted by this Agreement must be in writing and must be delivered to the parties at the addresses set forth in the Term Sheet, or any other address that a party may designate by notice to the other party. All such notices or other communications are considered delivered: (a) upon actual receipt if delivered personally or by fax or an overnight delivery service; and (b) at the end of the third business day after the date of deposit in the United States mail, postage pre-paid, certified, return receipt requested.

**12.4 Waiver.** No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

**12.5 Severability.** If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

**12.6 Governing Law; Venue.** This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle of any jurisdiction. Any action or proceeding arising out of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

**12.7 Attorney Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on

a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

**12.8 Contractor Address.** All written communication by the Client to the Contractor shall be addressed to:  
Stephen Brooks

Pilot Management Resources  
3545 NE 25<sup>th</sup> Avenue  
Portland, OR 97212

**12.9 Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

The parties have signed and entered into this Services Agreement as of November 15, 2013, the Effective Date herein.

**CONSULTANT:**

By: \_\_\_\_\_  
Name: Stephen Brooks  
Title: Principal

**CLIENT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Term Sheet**

Client:

Effective Date:

Address:

Term:

This Agreement will commence on the Effective Date and terminate as specified in this Term Sheet. Any extension or other modification of the term of this Agreement must be in writing signed by the Parties.

Services:

The Contractor will provide the Services in three stages: (1) provide recommendations regarding the appropriate structure for Client to establish, or participate in establishing, a Community Development Entity ("CDE"); (2) assist with formation and governance structuring of the CDE, and prepare and file a Application for Certification of the CDE by the Community Development Financial Institutions Fund (the "CDFI Fund"); and (3) prepare and file, in coordination with the CDE and its Governing Board, the Port of Washougal, and the Camas Washougal Economic Development Association ("CWEDA"), an application for New Market Tax Credit Allocation, in response to the Notice of Allocation Award to be issued by the CDFI Fund in 2014.

Contractor will provide reports and materials that address the following:

1. A written recommendation for the appropriate legal, organizational and governance structure for the CDE.
2. A written analysis of the feasibility of NMTC financing for projects presented by Client, prior to May 5, as prospective projects for funding by the CDE.
3. The critical path for CDE Certification, including recommendations with respect to Service Area, Advisory Board composition, operating structure, internal controls, professional services, and compliance systems.
4. A three-year strategic plan for the CDE.
5. A proposed NMTC Allocation strategy, including (1) Business Strategy; (2) Community Impact; (3) Management Capacity; and (4) Financing Capacity
6. Preparation and filing the NMTC Application, which will commence immediately upon publication of the Allocation Application by the CDFI Fund.

Compensation and Expenses:

(1) Compensation: Client agrees to pay Consultant a total fee of \$87,500, as follows

- a. Client will pay a fee of \$12,000 for Phase 1 services, including the materials numbered 1 & 2 above; provided that \$5,000 of the Phase 1 fee will be payable immediately upon execution of this Agreement
- b. Client will pay Contractor a fee of \$25,000 upon completion of Phase 2, which will consist of completion of materials under item 3 above, and execution and filing of the CDE Certification Application, and all requisite ancillary documents
- c. Client will pay Contractor a fee of \$50,000 upon completion of Phase 3, which will consist of completion of materials listed as items 4 through 6 above, and completion and filing of the Application for Allocation of NMTC Authority.

(2) Expenses: Client will reimburse the Contractor for the following expenses upon receipt of Contractor invoice:

- a) Copying, printing and other document production or reproduction costs, for production of materials executed at the Client's request.

- b) Transportation, lodging and a travel per-diem of \$50, for out-of-town travel undertaken at the Client's request or prior approval.
- c) Any other expense for which the Contractor receives prior written authorization from the Client, including authorization by e-mail communication or by phone text.

(3) Billing: Contractor will Invoice for services on completion of each Phase as described herein, to be paid within 10 business days. Expenses will be billed monthly, payable within 10 business days.

Approved by \_\_\_\_\_

## AGREEMENT

AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "City", and LACAMAS SWIM AND SPORT, a \_\_\_\_\_, hereinafter referred to as "Manager",

### RECITALS:

1. The City owns and operates an outdoor swimming complex located in Crown Park.
2. The City desires to hire Manager to operate the swimming pool facility for the 2014 summer season;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement: This Agreement shall commence on \_\_\_\_\_, 2014, and shall terminate on \_\_\_\_\_, 2014.
2. Compensation: Manager shall receive as compensation for its services hereunder all revenue generated from operation of the swimming pool facility, including but not limited to admission fees, swimming lessons and special program fees, and concession revenues.
3. Schedule of Fees: The fees to be charged for admission to the swimming pool facility, for swimming lessons, and for other programs are as set forth in Schedule "A" attached hereto and by this reference incorporated herein. The fees may be modified by Manager with the prior consent of the City Administrator.
4. Covenants of Manager: Manager covenants and agrees to operate the swimming pool facility as follows:



A) Hours of Operation: The Pool shall be open on the days and hours shown on the attached Schedule "B". The Manager may alter the schedule with the prior consent of the City Administrator.

B) Personnel:

1. Managers: At all times that the pool is opened to members of the public, there shall be a manager on duty. The manager on duty must have a minimum of three years aquatic experience, and must have the following certifications: CPO; Water Safety Instructions; Lifeguarding and CPR for the Professional Rescuers; and Water Safety Instructor Aid.

2. Lifeguards: Lifeguards must hold current American Red Cross Lifeguarding and CPR for Professional Rescuer Certification. Lifeguards must have a minimum of ten hours of facility training including but not limited to basic skills and rescues, submerged victim rescue in deep water, emergency removal with a backboard, spinal injuries, emergency action plan, first aid, and contamination: fecal, vomit and blood.

3. Swim Instructors: Swim Instructors must hold current American Red Cross Water Safety Instructor Certification. It is recommended that they also be certified as American Red Cross Lifeguards and that they receive faculty training and updates on American Red Cross water safety instructor procedures and skill review.

C) Programs: Manager shall offer swimming lessons that comply with the American Red Cross Swimming Lessons Standards and that are taught by Certified American Red Cross Instructors for every level of instruction. Swim lesson staff ratio shall be one to four

for preschool 1-3, one to six for levels 1-3, and one to eight for levels 4-6 or lower. Manager may propose additional programs subject to the prior approval of the City Administrator.

D) Water Testing: Manager shall cause water testing to be done every two hours during operating times. A chemical logbook that satisfies the requirements of the Washington State Department of Health must be kept and include all incident reports, chemical adjustments, and notes. Only trained staff shall adjust chemicals, test chemicals and work with pool equipment.

E) Pool Temperature: The pool shall be kept at a maximum temperature of 86 degrees. Any problems or issues with the heater need to be brought to the attention of the City Public Works Department immediately.

F) Maintenance: Manager agrees to permit no unlawful or improper use of the pool facility or any part thereof, not to permit any waste, destruction or damage thereto. Manager further agrees to maintain the pool facility in a neat and clean condition.

G) Equipment: Manager shall supply all equipment necessary to fulfill its obligations hereunder, including appropriate lifeguard and lifesaving equipment, water quality testing equipment, paper products and cleaning supplies, and all equipment necessary to operate the programs.

H) WAC 246-260: Manager agrees to comply with the provisions of Chapter 246-260 of the Washington Administrative Code relating to operating water recreation facilities.

5. Insurance: Manager agrees to maintain liability insurance in a minimum amount of \$\_\_\_\_\_ per incident with aggregate coverage of \$\_\_\_\_\_, protecting Manager and the City from claims of any persons for injuries to life, person or property by reason of anything

done or permitted to be done, or suffered or omitted to be done by Manager or its agents, servants, employees, licensees, or invitees in and about the swimming pool facility. Manager further agrees to have City named as an additional insured under said policy.

6. Indemnification: Manager agrees to indemnify, hold harmless, and defend City, its elected officials, and employees, against and from any and all claims by and on behalf of any person, firm, or corporation arising out of or connected in any way with the acts of Manager, or its agents, contractors, servants, or employees in Manager's operation of the swimming pool facility and the performance Manager's obligation pursuant to this Agreement. In case any action or proceeding be brought against City by reason of any such claim, City may, at its option, require that Manager resist or defend such action or proceeding at Manager's own cost and expense and by counsel reasonably satisfactory to City.

7. City's Covenants: City covenants and agrees as follows:

A) To maintain the structural components of the swimming pool facility, including the water treatment, heating, and other mechanical equipment and facilities.

B) To supply at City's expense the pool chemicals, including but not limited to chlorine, muriatic acid, soda ash, sodium bicarbonate, cyanuric acid and Taylor pool testing chemicals.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF CAMAS

LACAMAS SWIM AND SPORT

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_