

#### CITY COUNCIL MEETING AGENDA

Monday, December 16, 2013, at 7 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

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

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS
- V. CONSENT AGENDA
  - A. Approve the minutes of the December 2, 2013, Camas City Council Meeting and the December 2, 2013, Work Session Minutes.
  - B. Approve claim checks as approved by the Finance Committee.
  - C. Authorize Mayor to sign the Foster Pepper, PLLC Engagement Letter and Conflict Waiver for legal services. (submitted by Cathy Huber Nickerson)
  - D. Authorize the Mayor to sign the Regional Justice Information Network Intergovernmental Agreement and forward it to the City of Portland. The City of Portland is coordinating a bi state police records management system that is currently under development. The database will be the primary resource used to write, collect and disseminate police reports and all associated data. The City of Camas currently receives similar services from Clark County. When this new Portland Police system is developed, Clark County will be moving to it, along with over 30 other law enforcement agencies. Camas Police Department has agreed to move to the new system when it comes online in 2015. Fees and costs for the first two years are being paid by Clark County to encourage the agencies participation. The City of Portland needs a commitment from participating agencies to move forward in their planning process. This agreement is a necessary step towards joining the new system and it provides Portland with an assurance of those agencies desiring to move forward. The City Attorney has reviewed this agreement in a draft form and did not have any issues with it. This item was taken to Council Workshop on December 2, 2013. (submitted by Mitch Lackey)

- E. Authorize Mayor to sign Change Order No. 1 for Project WS-720A 2013 STEP Tank Pumping to AAA Septic Service, LLC in the amount of \$2,423.82. This change order compensates the contractor for the required changes to the STEP disposal site and pumping conditions for the remaining 52 tanks included in this contract. In response to a request by the Department of Ecology, Camas staff has directed the contractor to dispose of all Septic Tank Effluent Pumping (STEP) System material at the Wastewater Treatment Plant in lieu of various sewer system manholes located throughout Camas. This has resulted in a longer haul and longer unloading duration. (submitted by James Carothers)
- F. Authorize Pay Estimate No. 8 for Project WS-720A STEP Tank Pumping to AAA Septic Services, LLC in the amount of \$11,324.89 for work completed through November 30, 2013. This project is budgeted and fully funded. (submitted by James Carothers)
- G. Authorize Pay Estimate No. 8 for Project WS-713 Wastewater Treatment Facilities Improvements, Phase 2B, to Contractors Northwest, Inc. in the amount of \$331,907.70 for work completed through December 6, 2013. (submitted by James Carothers)
- H. Authorize Pay Estimate No. 9 for Project S-545 NW 38<sup>th</sup> Ave./SE 20<sup>th</sup> St. Street Improvements, Phase 1 to Tapani, Inc. in the amount of \$78,298.75. This is for work completed between November 9, 2013, and December 10, 2013. (submitted by Anita Ashton)
- I. Authorize Retainage Release for Project P-874A Louis Bloch Park Restroom Improvements to Michael Green Construction, Inc. in the amount of \$6,884.30. All contract documentation has been received from the contractor and all required releases have been secured. This project was funded by a Community Development Block Grant (CDBG). (submitted by James Carothers)
- J. Authorize the Write-off of the November 2013 Emergency Medical Services Billings in the amount of \$66,366.55. This is the monthly uncollectable balance of Medicare and Medicaid accounts that are not collectable after receiving payments from Medicare, Medicaid and secondary insurance. (submitted by Cathy Huber Nickerson)
- K. Authorize Mayor to sign Change Order No. 3 for Project P-862 Lacamas Lake Lodge to JWC, LLC in the amount of \$42,160.59. Change Order No. 3 provides compensates to the contractor, JWC, LLC for a number of significant changes to the architectural building plans for the Lacamas Lake Lodge Project. These items are summarized as follows: (A) Install additional solid-core door and other fixtures required to provide security for the kitchen facilities, totaling \$2,401.55. (B) Relocate various plumbing fixtures, add plumbing fixtures, modify the commercial range specifications to include required equipment, furnish and install a fixed access and maintenance ladder structure, and install a coiled security door for the kitchen pass-through opening, totaling \$14,919.62. (C) Install additional disabled access walkway, furnish and install permanent erosion control blanket for parking lot swale, furnish and install additional electrical receptacles and related equipment to accommodate AV projector and screen, and install fire alarm equipment as required to comply with Fire Code requirements, totaling \$10,692.32. (D) Modify lodge interior walls, glass, and related appurtenances to provide for functional interior work spaces for two employees,

- totaling \$10,880.04. All items subtotal to an amount of \$38,893.53 plus sales tax of \$3,267.06 for a total of \$42,160.59 (submitted by James Carothers)
- L. Authorize Mayor to sign the Developer Agreement between Lennar Northwest, Inc., (Developer) and the City of Camas for a Grand Ridge Pump Station Upgrade. The Breckenridge Subdivision was required to perform a basin analysis. Through that process, it has been determined the pump station upgrades will restore the design capacity for the station, as well as provide capacity for additional flows beyond the Breckenridge Subdivision. Based on mutual benefit, this agreement defines the shared responsibilities of the developer and the City. (submitted by Eric Levison and James Carothers)
- M. Authorize Mayor to sign the Camas Washougal Economic Development Association (CWEDA) Interlocal Agreement (ILA). This is an Interlocal Agreement between the Port of Camas-Washougal and the cities of Camas and Washougal to continue the joint Camas Washougal Economic Development Association. On June 6, 2011, the cities of Camas and Washougal and the Port of Camas-Washougal entered into this Interlocal Agreement to create CWEDA to provide economic development services to promote long-term economic growth by expanding existing business to East Clark County. This initial agreement covered the start-up of the CWEDA. The agreement was updated on March 5, 2012, and the current agreement expires at the end of 2013. The proposed ILA renews the current agreement. The proposed term of the agreement is in perpetuity and maintains the annual option to terminate with notice by September 1<sup>st</sup> of each year with termination effective the following year. The mutual financial commitment remains at \$200,000 with Camas responsible for 25% or \$50,000. (submitted by Phil Bourquin)
- N. Authorize the Mayor to sign the Professional Services Agreement with Colliers International. The agreement is for appraisal services. (submitted by Jerry Acheson)
- O. Authorize the Mayor to sign the Professional Services Contract for Knapp, O'Dell and MacPherson Legal Services. This is a professional services contract for legal services to be provided to the City of Camas for services commencing January of 2014. (submitted by Jennifer Gorsuch)
- P. Approve the Official 2014 City of Camas Legislative Shortlist. This topic was previously discussed during the November 18<sup>th</sup> and December 16<sup>th</sup> Council Workshops and the December 2, 2013, Council Meeting. (submitted by Mayor Higgins)
- Q. Authorize Mayor to sign Amendment No. 2 for the K-20 Intergovernmental Agreement. The K-20 Network provides internet connectivity and support services. This amendment changes the billing cycle for the K-20 Network circuit charges, changes the termination terms, and amends Exhibit A with the new charges. The circuit co-pay is less than previous charges. (submitted by David Zavortink)
- R. Authorize Mayor to sign the Professional Service Agreement with Pacific Groundwater Group. This contract provides for the closeout of the Department of Ecology's (Ecology) well monitoring requirements for Well No. 14, and is a request to Ecology for minor modifications to the Jones/Boulder Creek water rights to assist the new water slow sand plant fall startup. The contract amount is not to exceed \$16,320. (submitted by Eric Levison)

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

#### VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

#### VII. MAYOR

- A. Announcements
- B. Camas City Council 2014 Committee Appointments
- C. Appointments to Boards and Commissions
- D. Council Confirmation Vote of Mayor's Appointment to the Position of City Administrator
- E. Oath of Office for Councilmembers Hogan, Smith, and Turk

#### VIII. COMMUNITY DEVELOPMENT

- A. Public Hearing regarding Ordinance No. 2679 establishing a Moratorium on the Establishment, Location, Operation, Maintenance or continuation of Marijuana Retail Sales Facilities, Processing Facilities, Manufacturing Facilities and Growing Facilities.
  - 1. Details: City Council approved Ordinance 2679 on November 4, 2013, declared an emergency and pursuant to RCW 36.70A.390 and RCW 35.63.200 set a public hearing date of no later than December 16, 2013 on the adopted moratorium established by this ordinance.

Department/Presenter: City Attorney's office and Community Development Department staff will be available.

Recommended Action: Conduct a public hearing, consider public input, and make a motion.

#### IX. FINANCE

- A. Resolution No. 1282 Interfund Loan from the Growth Management Act (GMA) Fund to the NW 38<sup>th</sup> Avenue Construction Fund
  - 1. Details: This resolution is to authorize the NW 38<sup>th</sup> Avenue Construction Fund to borrow funds from the GMA Fund and providing for a repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum in the amount not to exceed \$1,000,000.

Department/Presenter: Cathy Huber Nickerson, Finance Director Recommended Action: Adopt Resolution No. 1282

- B. Resolution No. 1283 Interfund Loan from the Growth Management Act (GMA) Fund to the Friberg Street Construction Fund
  - 1. Details: This resolution is to authorize the Friberg Street Construction Fund to borrow funds from the GMA Fund and providing for a repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum in the amount not to exceed \$500,000.

Department/Presenter: Cathy Huber Nickerson, Finance Director Recommended Action: Adopt Resolution No. 1283

- C. Resolution No. 1284 Interfund Loan from the General Fund to the Emergency Management Services (EMS) Fund
  - 1. Details: This resolution is to authorize the EMS Fund to borrow funds from the General Fund and providing for a repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum in the amount not to exceed \$1,000,000.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Recommended Action: Adopt Resolution No. 1284

#### X. FIRE

- A. Interlocal Agreement (ILA) for Continuation of Joint Emergency Services with the City of Washougal
  - 1. Details: Since July 2011, the cities of Washougal and Camas have been operating a joint Fire and Emergency Management Systems (EMS) Department pursuant to the terms of an Interlocal Agreement for trial consolidation. This agreement has supplemented the "three party" agreement between Washougal, Camas, and East County Fire and Rescue for ambulance services. The current ILA between Washougal and Camas for the trial consolidation of fire departments expires at the end of 2013. The "three party" agreement expires at the end of 2014. During the trial consolidation, an ad hoc committee comprised of three council members from each community has been meeting to review alternatives for the continued partnership between Washougal and Camas for these services. Initial consideration was given to the possibility of forming a Regional Fire Authority (RFA). The ad hoc group determined to recommend not pursuing a RFA, instead, opting for a model for a longer term consolidation through a contract for services. The attached ILA represents the culmination of the ad hoc committee's work and recommendation to the full councils, and reflects input received at the joint session held on December 2, 2013. The proposed ILA provides for a ten year contract for services and details provisions relating to all aspects necessary for the agreement. In support of the ad hoc group, the proposed ILA was prepared and reviewed by City staff, including the Camas City Administrator, Camas Administrative Consultant Paul Lewis, both Finance Directors, the Fire Chief and Command Staff, and consultant Don Bivens, former Vancouver Chief, was retained by Washougal to review and provide assistance with the proposed ILA.

Department/Presenter: Paul Lewis, Consultant and Nick Swinhart, Fire Chief Recommended Action: Authorize Mayor to sign the ILA with the City of Washougal

#### XI. HUMAN RESOURCES

A. Office and Professional Employees International Union, AFL-CIO (Local 11), Bargaining Agreement for the Three-Year Period beginning January 1, 2014, and ending December 31, 2016

1. Details: This has been previously discussed and guided by City Council and has been the subject of closed sessions on labor negotiations. The agreement is with Local 11 which represents employees of the Camas Public Library. Local 11 has ratified the labor agreement.

Department/Presenter: Jennifer Gorsuch, Acting City Administrator Recommended Action: Recommend Council ratification and authorization for the Mayor and City Administrator to sign the contract

#### XII. PUBLIC COMMENTS

#### XIII. EXECUTIVE SESSION

A. Potential Litigation

#### XIV. ADJOURNMENT

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



# CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, December 02, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

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

#### I. CALL TO ORDER

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

#### II. PLEDGE OF ALLEGIANCE

#### III. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim Hazen, Steve Hogan,

Melissa Smith, and Shannon Turk

Staff: Phil Bourguin, James Carothers, Leisha Copsey, Jennifer Gorsuch, Cathy

Huber Nickerson, Roger Knapp, Eric Levison, Paul Lewis, and Nick

Swinhart

Press: Heather Acheson, Camas-Washougal Post Record

#### IV. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Circle, Camas, commented about C-Tran and Regional Transportation Council (RTC) projects.

#### V. CONSENT AGENDA

A. Approved the minutes of the November 18, 2013, Camas City Council Meeting and the Work Session minutes of November 18, 2013

City Council Workshop Meeting Minutes of November 18, 2013

City Council Meeting Minutes of November 18, 2013

**B.** Approved claim checks numbered 119151-119299 in the amount of \$1,330,322.64.

C. Approved Pay Estimate No. 8 for Project S-545 NW 38th Ave/SE 20th St. Extension Roadway Improvements, Phase 1 to Tapani, Inc., in the amount of \$253,580.42. The pay estimate is for work completed from October 15, 2013 thru November 8, 2013. (submitted by Anita Ashton)

Pay Estimate No. 8

D. Authorized the Mayor to sign an agreement with Gray & Osborne, Inc., for on-call professional services for water and wastewater. This contract provides for miscellaneous professional services throughout the year in an amount not to exceed \$20,000. It includes system modeling and technical and/or regulatory assistance for the water and sewer system. (submitted by Eric Levison)

Gray & Osborne, Inc., Contract

E. Awarded the contract for Project P-883B Police Station Fence Electrical Work to Haskin Electric in the amount of \$8,509.40 including tax. This contract provides for the electrical work to provide power and telemetry control for the gates on the police station fence project. The original budget amount is \$60,000. The remaining budget will be \$14,635.93 after the award of this contract. Minor additional charges remain to finalize and close out the project. All costs will be within remaining budget authority. (submitted by Eric Levison)

Bid Award

F. Authorized the Mayor to sign a contract for services with Northwest Regional Training Center for 2014 in the amount of \$10,440. This contract provides for required employee safety training mandated by the Department of Labor and Industries. (submitted by Eric Levison)

Northwest Regional Training Center Contract

G. Authorized the Engineering Manager to sign a professional services contract for Project S-583 NW 18th Avenue Bike and Pedestrian Improvements. The City has received \$220,000 in federal grant money to install a bicycle and pedestrian link on NW 18th Avenue from SE 201st Street to NW Beech Street. Harper Houf Peterson Righellis, Inc., has been selected for preliminary design and preparation of the environmental and public information work for an amount not to exceed \$64,420.00. The agreement between the City of Camas and the Washington State Department of Transportation (WSDOT) for Federal Highway Administration (FHWA) grant projects specifies that the consultant agreements must be signed by the Public Works Director or the Engineering Manager. (submitted by James Carothers)

Professional Services Contract (large file - it may take a few minutes to load)

**H.** Approved Pay Estimate No. 5 for Project P-862 Lacamas Lake Lodge Building Improvements to JWC, LLC in the amount of \$300,075.43. This pay estimate is for the work period ending November 22, 2013. (submitted by James Hodges)

#### Pay Estimate No. 5

Approved Pay Estimate No. 1 for Project P-862B Heritage Park Boat Launch and Parking Improvements to Tapani, Inc., in the amount of \$168,092.21. This pay estimate is for the work period ending November 22, 2013. (submitted by James Hodges)

#### Pay Estimate No. 1

J. Authorized the Engineering Manager to sign Supplemental Agreement No. 2 with OTAK for professional services for Project S-565 NW 38th Avenue, Phase 2. This amendment with Otak is for the inclusion of work to provide property acquisition and right-of-way certification support, additional environmental requirements per WSDOT and FHWA, and additional design work for pedestrian access upgrades at the signal at 38th and Parker at the request of Camas staff. Phase 2 of the NW 38th Avenue project extends the improvements eastward to Parker Street. The amount of this amendment is \$54,634. The new total contract amount will be \$577,636 and will remain within budget. (submitted by James Carothers)

#### Supplemental Agreement No. 2

It was moved by Melissa Smith, seconded by Steve Hogan to approve the Consent Agenda. The motion carried unanimously.

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

#### VI. NON-AGENDA ITEMS

#### A. Staff

There were no comments from staff.

#### B. Council

Hogan stated that this Friday is First Friday and that the tree lighting ceremony will begin at 6:30 p.m.

Turk mentioned that the Walk-n-Knock event will take place this Saturday. There will also be a Holly Days Bazaar which will be held at the Liberty Middle School to benefit the 2014 Camas High School graduating class.

Anderson commended staff for the fire consolidation presentation that took place during the Council Workshop.

#### VII. MAYOR

#### A. Announcements

Mayor Higgins presented Councilmember Dietzman with a tenure pin for her 10 vears of service on the Camas City Council.

B. 2014 City of Camas Legislative Priorities Revisited (this topic was moved to the regular agenda during the workshop meeting - December 2, 2013)

Details: City Council discussed the 2014 legislative priorities for the City of Camas during the November 18, 2013, Council Workshop. A draft of the 2014 Legislative Shortlist was created based on the discussion. The draft was attached for Council's review and was briefly discussed.

Department/Presenter: Mayor Scott Higgins

This topic will be placed on the December 16, 2013, Workshop Agenda for one more review and will also be placed on the December 16, 2013, Regular Agenda for adoption.

C. Proclamation - Camas High School Football Team Appreciation Week

#### Proclamation >>

Mayor Higgins read a proclamation declaring the week of December 2 through December 8, 2013, as Camas High School Football Team Appreciation Week in the City of Camas.

Mayor Higgins also gave Council an update about the City Administrator recruitment. The goal is to have a City Administrator in place by the end of the year.

#### **PUBLIC WORKS** VIII.

A. Ordinance No. 2681 - Water Utility Rates for 2014-2018

> Details: The City retained FSC Group to conduct a rate study for the water, sewer, storm and sanitation utilities from 2014 to 2018. The rate study was discussed at the September 16, 2013, Council Workshop with follow-up information provided at the October 7th Workshop Meeting. A public hearing was held November 4, 2013. At that meeting it was moved by Don Chaney, seconded by Shannon Turk to direct the City Attorney to prepare an ordinance adopting the rates that were presented. The motion carried unanimously. There were a total of four ordinances to enact the rates for the 2014-2018 period.

Department/Presenter: Eric Levison, Public Works Director

Ordinance No. 2681



It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2681 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Don Chaney that Ordinance No. 2681 be adopted and published according to law. The motion carried unanimously.

#### B. Ordinance No. 2682 - Sewer Utility Rates for 2014-2018

Details: The City retained FSC Group to conduct a rate study for the water, sewer, storm and sanitation utilities from 2014 to 2018. The rate study was discussed at the September 16, 2013, Council Workshop with follow-up information provided at the October 7th Workshop Meeting. A public hearing was held November 4, 2013. At that meeting it was moved by Don Chaney, seconded by Shannon Turk to direct the City Attorney to prepare an ordinance adopting the rates that were presented. The motion carried unanimously. There were a total of four ordinances to enact the rates for the 2014-2018 period.

Department/Presenter: Eric Levison, Public Works Director

Ordinance No. 2682

It was moved by Shannon Turk, seconded by Greg Anderson that Ordinance No. 2682 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2682 be adopted and published according to law. The motion carried unanimously.

#### C. Ordinance No. 2683 - Storm Utility Rates for 2014-2018

Details: The City retained FSC Group to conduct a rate study for the water, sewer, storm and sanitation utilities from 2014 to 2018. The rate study was discussed at the September 16, 2013, Council Workshop with follow-up information provided at the October 7th Workshop Meeting. A public hearing was held November 4, 2013. At that meeting it was moved by Don Chaney, seconded by Shannon Turk to direct the City Attorney to prepare an ordinance adopting the rates that were presented. The motion carried unanimously. There were a total of four ordinances to enact the rates for the 2014-2018 period.

Department/Presenter: Eric Levison, Public Works Director

Ordinance No. 2683

It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2683 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Ordinance No. 2683 be adopted and published according to law. The motion carried unanimously.

#### D. Ordinance No. 2684 - Sanitary Utility Rates for 2014-2018

Details: The City retained FSC Group to conduct a rate study for the water, sewer, storm and sanitation utilities from 2014 to 2018. The rate study was discussed at the September 16, 2013, Council Workshop with follow-up information provided at the October 7th Workshop Meeting. A public hearing was held November 4, 2013. At that meeting it was moved by Don Chaney, seconded by Shannon Turk to direct the City Attorney to prepare an ordinance adopting the rates that were presented. The motion carried unanimously. There were a total of four ordinances to enact the rates for the 2014-2018 period.

Department/Presenter: Eric Levison, Public Works Director

Ordinance No. 2684

It was moved by Don Chaney, seconded by Shannon Turk that Ordinance No. 2684 be read by title only. The motion carried unanimously.

It was moved by Don Chaney, seconded by Greg Anderson that Ordinance No. 2684 be adopted and published according to law. The motion carried unanimously.

#### IX. FINANCE

#### A. Ordinance No. 2685 - 2013 Omnibus Budget

Details: Ordinance No. 2685 modifies the 2013 Budget Ordinance. City Council considered the presentation of the seven decision packages for a supplemental increase of \$119,500 during the November 4, 2013, City Council Workshop. In addition, a public hearing on November 18, 2013, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2685

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2685 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2685 be adopted and published according to law. The motion carried unanimously.

#### B. Ordinance No. 2686 - 2014 Emergency Medical Services (EMS) Levy

Details: Ordinance No. 2686 sets the 2014 EMS Property Tax Levy. City Council considered increasing the property tax levy by the lawful limit of 1% during the November 4, 2013, Council Workshop. In addition, a public hearing on November 18, 2013, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

It was moved by Greg Anderson, seconded by Don Chaney that Ordinance No. 2686 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Melissa Smith that Ordinance No. 2686 be adopted and published according to law. The motion carried unanimously.

#### C. Ordinance No. 2687 - 2014 General Levy

Details: Ordinance No. 2687 sets the 2014 Ad Valorem Property Tax Levy. City Council considered increasing the property tax levy by the lawful limit of 1% and utilizing banked capacity during the November 4, 2013, Council Workshop. In addition, a public hearing on November 18, 2013, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2687

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2687 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2687 be adopted and published according to law. The motion carried unanimously.

#### D. Ordinance No. 2688 - 2014 Unlimited Tax General Obligation Bond Levy

Details: Ordinance No. 2688 sets the 2014 Unlimited Tax General Obligation Bond Property Tax Levy. City Council considered increasing the property tax levy by \$2,758 during the November 4, 2013, Council Workshop. In addition, a public hearing on November 18, 2013 was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2688

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2688 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Tim Hazen that Ordinance No. 2688 be adopted and published according to law. The motion carried unanimously.

#### E. Ordinance No. 2689 - 2014 Budget

Details: Ordinance No. 2689 establishes the 2014 Budget. City Council considered the presentation of the appropriation of \$66,793,798 during the

November 4, 2013, Council Workshop. In addition, a public hearing on November 18, 2013, was held for citizen comment.

Department/Presenter: Cathy Huber Nickerson, Finance Director

Ordinance No. 2689

It was moved by Shannon Turk, seconded by Melissa Smith that Ordinance No. 2689 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Greg Anderson that Ordinance No. 2689 be adopted and published according to law. The motion carried unanimously.

#### X. COMMUNITY DEVELOPMENT

A. Ordinance No. 2690 Authorizing the Process of Condemning Land for the Purpose of Constructing of NW 38th Avenue, Phase 2

Details: This ordinance authorized the City Attorney to begin the legal proceedings to condemn a portion of properties owned by John and Elaine Armstrong and Douglas and Sheri Swank. There are no structures located within the subject properties and no relocation of any personal property is required. Since the posted notice of this ordinance, all four property owners have signed possession and use agreements. These agreements will allow the City to construct improvements prior to the determined cost of the subject properties. Camas staff and the property owners have yet to reach a settlement amount.

Department/Presenter: James Carothers, Engineering Manager

Ordinance No. 2690

It was moved by Greg Anderson, seconded by Steve Hogan that Ordinance No. 2690 be read by title only. The motion carried unanimously.

It was moved by Greg Anderson, seconded by Steve Hogan that Ordinance No. 2690 be adopted and published according to law with Section VI stricken and replaced with the standard publication language. The motion carried unanimously.

Mayor Higgins informed Council that there would not be a need for an Executive Session.

#### XI. PUBLIC COMMENTS

There were no comments from the public.

#### XII. EXECUTIVE SESSION

A. Potential Litigation

There was not an Executive Session held.

#### XIII. ADJOURNMENT

The meeting adjourned at 7:36 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted November 27, 2013

Council Agenda with Supporting Documents



# CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, December 02, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4<sup>th</sup> Avenue

#### I. CALL THE JOINT MEETING WITH WASHOUGAL CITY COUNCIL TO ORDER

Mayor Scott Higgins called the joint meeting with Washougal City Council to order at 4:31 p.m.

#### II. ROLL CALL

Present: Greg Anderson, Don Chaney, Linda Dietzman, Tim

Hazen (arrived at 4:33 p.m.), Steve Hogan, Melissa

Smith, and Shannon Turk

Camas Staff: Phil Bourguin, James Carothers, Leisha Copsey,

Sherry Coulter, Jennifer Gorsuch, Cathy Huber Nickerson, Roger Knapp, Mitch Lackey, Eric Levison, Paul Lewis, Nick Swinhart, and David

Zavortink

Washougal City Council Present: Brent Boger, Connie Jo Freeman, Paul Greenlee,

Joyce Lindsay, Jennifer McDaniel, Caryn Plinski,

and Dave Shoemaker

Washougal Staff: Don English, Jennifer Forsberg, Rose Jewell, Mitch

Kneipp, Ron Schumacher, and David Scott

Press: Heather Acheson, Camas-Washougal Post Record

#### III. PUBLIC COMMENTS

Due to the length of the agenda this public comment period was not utilized. There were two other public comment periods on the agenda.

#### IV. FIRE DEPARTMENT

#### A. Interlocal Agreement for Continuation of Joint Emergency Services

Details: The Camas and Washougal fire departments have been operating as one agency since July of 2011 through a partnership whose goal was to maintain or increase levels of service for the same or less cost. The current agreement ends on December 31, 2013. Continuation of the partnership is recommended by the department to maintain levels of service to the community. Financial Consultant Paul Lewis, Washougal City Administrator David Scott and Fire Chief

Nick Swinhart presented a proposed long term Interlocal Agreement, with an accompanying Power Point Presentation.

Department/Presenter: Paul Lewis, Financial Consultant, David Scott, Washougal City Administrator and Nick Swinhart, Fire Chief

Camas-Washougal Fire Department Presentation (PDF)

Policy Map

Draft Interlocal Agreement

Service Area Map

Lewis explained changes that were made prior to the meeting to section 13 of the draft interlocal agreement. During the review of the agreement, additional changes and corrections were noted and clarifications were made.

An interlocal agreement for the continuation of joint emergency services will be placed on the December 16, 2013, Council Agenda for Camas City Council's consideration. Washougal City Council will consider the interlocal agreement on December 9, 2013.

#### V. MAYOR

#### A. C-TRAN Board and Regional Transportation Council (RTC) Representation

Details: The purpose of this agenda item was to allow the City Councils from Camas and Washougal to discuss representation on the C-TRAN and the RTC Boards.

Department/Presenter: Mayor Scott Higgins and Mayor Sean Guard

Interlocal with Washougal Regarding Representation

After discussion, it was confirmed that each City Council will discuss the options separately and come to a conclusion regarding representation.

#### VI. PUBLIC COMMENTS

Margaret Tweet, 2715 NW 34th Circle, Camas, commented about representation on the C-Tran and RTC Boards. She also distributed documents pertaining to C-Tran and the RTC for Council's review. These documents were entered into the record as Exhibit 1.

Ann Guard, 4813 K Street, Washougal, commented about the difficult job that City Council has.

#### VII. ADJOURNMENT OF JOINT MEETING WITH WASHOUGAL CITY COUNCIL

The joint meeting with Washougal City Council adjourned at 6:18 p.m.

#### VIII. BREAK

The meeting went into recess for a short break at 6:18 p.m.

#### IX. RECONVENE CAMAS CITY COUNCIL WORKSHOP

The Camas City Council Workshop reconvened at 6:22 p.m.

#### X. COMMUNITY DEVELOPMENT DEPARTMENT

#### A. Growth Management Act (GMA) - Clark County Population Projections

Details: Under the GMA Clark County officials are mandated to establish population targets based upon a reasonable range of population growth projections established by the Office of Financial Management (OFM), for a 20 year planning period. From this, the City of Camas will be allotted a new population projection for the 20-year planning period that will be a basis for planning updates under the 2016 City of Camas Comprehensive Plan. The current population target allocated to the City is a population of 34,809 in year 2024. This target was established in 2007 based upon a growth rate of 2% and has been used when considering amendments to the City's comprehensive plan, capital facilities plans and in the development of impact fees, and system development charges. Trends throughout the County and the State of Washington in recent years have been in the range of 1% and it appears since 2010, Camas has been growing at a rate of approximately 1.75% per year. On December 18, 2013, the Clark County Commissioners have invited the cities throughout the County to a workshop to discuss the population projections before moving to formal adoption of a population projection. County staff are proposing to the County Commissioners that they adopt the OFM medium population projection as it represents the most likely estimate of future population [RCW 43.62.035] and 1) Matches the RTC regional forecasts, 2) In keeping with the current demographic trends, adjust if necessary at the 2016 update, 3) Reduces the burden on public services, 4) Streamlines the approach to comply with an unfunded mandate, 5) Maintains existing Urban Growth Areas (UGA), 6) Targets rezones to allow for 22,103 fewer people and more jobs than in the other projections, and 7) Prepares the County to be more self-reliant for the next growth curve.

Department/Presenter: Phil Bourguin, Community Development Director

GMA Overview July 17, 2013

Population Jobs Projections October 9, 2013

Office of Financial Management April 1, 2013, Population

Council confirmed their support of the County Commissioners establishing a 20 year population projection based on OFM medium projections as recommended by County and City staff.

#### B. Change Order No. 3 for Project P-862 Lacamas Lake Lodge

Details: Change Order No. 3 to JWC, LLC is in the amount of \$42,160.59, including sales tax.

Department/Presenter: James Carothers, Engineering Manager

Change Order No. 3

This item will be placed on the December 16, 2013, Consent Agenda for Council's consideration.

#### C. Change Order No. 1 for Project WS-720A STEP/STEF Tank Pumping

Details: Change Order No. 1 to AAA Septic Service, LLC is in the amount of \$2,423.82. This change order changes the dump site location as required in the City's existing contract documents. After execution, Change Order No. 1 will require the contractor to dump collected solids at the Camas Wastewater Treatment Plant. Doing so requires the contractor to increase his transportation and unloading time. The unit cost for this change is \$43 per tank.

Department/Presenter: James Carothers, Engineering Manager

Change Order No. 1

This item will be placed on the December 16, 2013, Consent Agenda for Council's consideration.

Bourquin reported that the Camas-Washougal Economic Development Association Interlocal Agreement needs to be updated with some minor changes. This item will be coming forward for discussion during the December 16, 2013, Council Workshop. This item will also be added to the December 16, 2013, Consent Agenda for Council's consideration.

The library item "Amendment No. 2 to the State of Washington Intergovernmental Agreement No. 4175", was moved up on the agenda prior to the public works topics.

#### XI. LIBRARY

A. Amendment No. 2 to the State of Washington Intergovernmental Agreement No. 4175

Details: This amendment changes the billing cycle for the K-20 network circuit charges, changes the termination terms, and amends Exhibit A with the new

charges. The K-20 network provides internet connectivity and support services. The circuit co-pay is less than previous charges.

Department/Presenter: David Zavortink, Library Director

Amendment No. 2

This amendment will be placed on the December 16, 2013, Consent Agenda for Council's consideration.

#### XII. PUBLIC WORKS DEPARTMENT

#### A. Pacific Groundwater Group Professional Services Contract

Details: This contract provides for the closeout of Department of Ecology (Ecology) well monitoring requirements for Well No. 14, and a request to Ecology for minor modifications to the Jones/Boulder Creek water rights to assist the new water slow sand plant fall startup. The contract amount is not to exceed \$16,320.

Department/Presenter: Eric Levison, Public Works Director

Pacific Groundwater Group Contract

This item will be placed on the December 16, 2013, Consent Agenda for Council's consideration.

B. Developer Agreement Between Lennar Northwest, Inc., and the City of Camas

Details: The developer agreement is for the Grand Ridge Pump Station (PS) upgrade per condition No. 30 of the Breckenridge Subdivision Final Order. To meet time constraints Lennar is constructing improvements to the Grand Ridge PS. Lennar was required to evaluate the existing capacity of the Grand Ridge PS. The evaluation showed that the original design and pumping system would provide sufficient capacity for Breckenridge, but that the current configuration was not performing as originally designed due to the size and age of the existing pumps. The proposed upgrades will restore the design capacity of the station as well as provide capacity for additional flows beyond Breckenridge. The pump station upgrades are identified in the Grand Ridge Pump Station Developer Agreement and are estimated at \$85,000.00 with the actual reimbursement cost not to exceed 5% of the estimated cost (\$89,250.00). Lennar will fund \$7,500.00 of the upgrades. The maximum the City will pay is \$81,750.00. This is a budgeted item for pump station repairs.

Department/Presenter: Eric Levison, Public Works Director

Grand Ridge Pump Station Developers Agreement

This developer agreement will come before Council for consideration as a consent item on December 16th.

#### POLICE DEPARTMENT XIII.

#### A. Regional Justice Information Network - Intergovernmental Agreement

Details: The City of Portland is coordinating a bi-state police records management system that is currently under development. The database will be the primary resource used to write, collect and disseminate police reports and all associated data. The City of Camas currently receives similar services from Clark County. When this new Portland police system is developed, Clark County will be moving to it, along with over 30 other law enforcement agencies. Camas Police Department has agreed to move to the new system when it comes online in 2015. Fees and costs for the 1st two years are being paid by Clark County to encourage the City's participation. The City of Portland needs a commitment from participating agencies to move forward in their planning process. This agreement is a necessary step towards the City of Camas joining the new system and provides Portland with an assurance of those agencies desiring to move forward. The City Attorney has reviewed this agreement in a draft form and did not have any issues with it. Police Chief Mitch Lackey was present during the workshop to answer questions.

Department/Presenter: Mitch Lackey, Police Chief

Regional Justice Information Network Intergovernmental Agreement



This amendment will be on the December 16, 2013, Consent Agenda for Council's consideration.

#### XIV. MAYOR

#### A. 2014 City of Camas Legislative Priorities Revisited

This topic was moved to the regular meeting due to time constraints.

Details: City Council discussed the 2014 legislative priorities for the City of Camas during the November 18, 2013, Council Workshop. A draft of the 2014 Legislative Shortlist was created based on the discussion. The draft was attached for Council's review and further discussion if necessary.

Department/Presenter: Mayor Scott Higgins

2014 Legislative Shortlist Draft



#### XV. CITY ADMINISTRATION

#### A. Miscellaneous and Scheduling

Details: Updates on Miscellaneous or scheduling items.

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

Gorsuch stated that the Finance Department will have an engagement letter and conflict waiver for the Mayor's signature on the December 16, 2013, Consent Agenda. This is for legal services with Foster Pepper.

There will also be a resolution placed on the December 16, 2013, Council Agenda for interfund loans for the 38th Street project, Friberg Street, and the Wastewater Treatment Plant due to grant reimbursements which are not anticipated until January 2014.

#### XVI. COUNCIL COMMENTS AND REPORTS

There were no comments from Council.

#### XVII. PUBLIC COMMENTS

There were no comments from the public.

#### XVIII. ADJOURNMENT

The meeting adjourned at 6:35 p.m.

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

Quick Preview of Agenda and Supporting Documents - Posted November 27, 2013

Workshop Agenda with Supporting Documents

# REGUM

# MASTER

## MASTER INTERGOVERNMENTAL AGREEMENT FOR THE USER BOARD OF THE REGIONAL JUSTICE INFORMATION SYSTEM (RegJIN) No. 30003644

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into, pursuant to Oregon Revised Statutes ("ORS") 190.003 to 190.085, and Revised Code of Washington ("RCW") 39.34.030 by and among the City of Portland, an Oregon municipal corporation ("City"), and the Regional Partner Agencies (herein collectively, the "RPA").

#### **RECITALS**

WHEREAS, the City has acquired a law enforcement Records Management System ("RMS") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and RPA find that a primary objective of the region is to develop a shared common database available in the RMS in order to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among agencies for day-to-day, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements; and

WHEREAS, the City and RPA desire to create a User Board to provide input, guidance and strategic direction for the RMS; and

WHEREAS, regionalization and interoperability provides a cost effective and efficient acquisition of the RMS and improvements through economies of scale, coordination and sharing; and

WHEREAS, use of the City's RMS assets with the RPA will increase overall system reliability and reduce duplicative systems while allowing for shared information; and

WHEREAS, creation of this Intergovernmental Agreement for the RMS may also be expanded to include other public safety technologies in the future; and

WHEREAS, the participating jurisdictions now desire to enter into this Agreement, and being fully advised; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

#### 1. **DEFINITIONS**:

The following is a definition of terms used herein:

A. "Capital Cost" is the estimated and budgeted amount required, including but not limited to, the direct cost for hardware, software, project management, planning, design, engineering, procurement, labor and materials for designing, procuring, installation, testing, commissioning, training, and otherwise implementing the

RMS and its future components. Capital Cost does not include non-City RPA assets, non-City RPA specific applications, data conversion of data not contained in the Portland Police Data System (PPDS), the RPA side of RMS System interfaces, non-City user devices such as computer workstations, mobile computers, desktop and mobile computer operating system software and printers, and non-City network components.

- B. "Days" means calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- Ç. "City/RPA Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City and/or RPA, which is reasonably described by one or more of the following categories of (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA, Computer Fraud and Abuse Act), (8) criminal history information that is not subject to disclosure based on State of Oregon, State of Washington, or Federal rules and regulations, (9) criminal investigation information, (10) tactical and strategic public safety information, information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City and/or RPA including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

"Confidential Information" includes, but is not limited to, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

D. "Cost Sharing Formula" is the plan and periodic amendments thereof, adopted by the City based on recommendations by the User Board that apportions User

- Fees, capital, operation, maintenance, repair and replacement costs and use of grant funding among the Entry and Inquiry Only RPA. The Cost Sharing Formula is attached as Exhibit A.
- E. "Entry RPA" includes the City of Portland and any authorized agency who enters data into the RMS. Entry RPA may take part in decisions or activities of the User Board in which the Entry RPA has discretion to participate. Entry RPA shall have full voting rights. The City shall be considered an Entry RPA for voting purposes.
- F. "Inquiry Only RPA" is an agency who has access to view the RMS data but does not input any data. Inquiry Only RPA have no voting rights on the User Board.
- G. "Operation and Maintenance Cost" are the budgeted amount required for the operation and maintenance of the RMS which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, maintenance, personnel, facilities use and rental costs, and training for the upcoming year. Operating and Maintenance Cost shall be allocated to the Entry and Inquiry Only RPA according to the Cost Sharing Formula.
- H. "Project" shall mean any effort undertaken by the System Manager, as recommended by the User Board, to improve or modify the RegJIN RMS.
- 1. "Quorum of the Board" is comprised of fifty (50) percent of the Entry RPA, plus one.
- J. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by any RPA.
- K. "RPA" shall mean Inquiry Only and Entry Partners
- L. "Records Management System" is the tangible assets and/or Systems acquired or purchased by the City to develop, implement and operate the RegJIN RMS.
- M. "RegJIN RMS" is the law enforcement records management system acquired and implemented by the City of Portland for use by the RPA.
- N. "Strategic Plan" is the plan and periodic amendments thereof, setting forth the vision, strategy and benefits for the RegJIN RMS as recommended by the User Board and approved by the City.
- O. "System Manager" is the individual and his/her designated named backups appointed by the City of Portland to manage and operate the RMS on a daily basis.
- P. "Technology Management Plan" is the plan and periodic amendments thereof, that is recommended by the User Board and approved by the City that provides technical guidance for operation, maintenance, and repair of the RMS.

- Q. "Unanimous Vote" or "Unanimously" means that approval is required by the City and all Entry RPA present at a User Board meeting. A Quorum of the Board is required for all Unanimous Votes.
- R. "Upgrade Plan" is the Plan for upgrading the RMS, and periodic amendments thereof, that is recommended by the User Board and approved by the City, including, but not limited to, detailed technical designs, estimated budget for the capital costs of acquiring, constructing, and deploying the technical design, estimated budget for upgrading the RMS.
- S. "User Board" is the administrative body of the RegJIN User Board.
- T. "User Fees" are fees set by the City for RPA access and use of the RMS and as agreed to between the City and a RPA in a Participating IGA.
- U. "Withdrawal Plan" is a plan providing the manner of complete withdrawal for an RPA, or for an Entry RPA to move to an Inquiry Only RPA.

#### 2. ESTABLISHMENT OF USER BOARD:

There is hereby established the RegJIN User Board ("User Board") for the purpose as described below and subject to the terms and conditions herein. The User Board is established to plan and advise the City of Portland in the operation of the RMS, which serves the geographic area encompassed by Clackamas, Columbia, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State (along with future RPA). Thereafter, the RPA may recommend expansion of the System and pursue other services as agreed to by the City and Entry RPA.

#### 3. <u>STATEMENT OF PURPOSE</u>:

#### General

The User Board is formed to create a user based structure for making recommendations to the City regarding the planning, funding, operations, and maintenance of the RMS including, but not limited to, transition planning, User and administrative training procedures, training equipment and facilities, uniform data entry, complying with federal and state reporting requirements, maintaining data integrity, operational efficiencies, physical backup and redundancy, and obtaining and managing additional resources such as grants to support RMS maintenance, enhancement, and extension. The User Board may perform functions, which may include, but are not limited to the following:

- A. Cooperatively develop or review and recommend changes or adoption of a Strategic Plan for maintaining the viability and efficiency of the RMS.
- B. Review and recommend which RMS data and applications will be shared among the City and RPA.
- C. Cooperatively develop or review and recommend changes or adoption of a coordinated long-term plan for capital and operating funding of the RMS, including methods to allocate costs.

- D. Review and recommend changes to established Standard Operating Procedures (SOPs) and technical standards for the operations and business continuity of the RMS.
- E. Review and recommend changes or adoption of the RMS Technology Management Plan.
- F. Review and recommend changes to the operational and maintenance procedures of the RMS for assets owned by the City in a manner that resolves operational interface issues with each RPA's local assets.
- G. Recommend admission of new RPA.
- H. Review and recommend changes to RMS operational and maintenance procedures with the goal of balancing regional requirements against Entry RPA data collection and reporting autonomies.
- I. Apply for grants and other available funding sources to fund RMS enhancements and capability extensions.
- J. Participate in, and recommend process changes to ensure the successful deployment of the RMS and, in the future, RMS extensions and enhancements.
- K. Review and recommend changes of the annual operational budget developed to support and fund the RMS.
- L. Review and recommend Changes to the RMS Cost Sharing Formula.

#### 4. ADMINISTRATIVE BODY:

The User Board shall have the duties as provided below.

- A. The User Board, as an advisory group formed to furnish advice to the City of Portland, shall be subject to and comply with the requirements of the Oregon Public Meetings laws.
- B. The User Board shall be composed of one representative appointed by each Entry RPA, which includes one representative appointed by the City. The User Board shall elect a Chair, and Vice-Chair who shall each serve for a two year term. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all User Board meetings.
- C. The Entry RPA, through the Board, shall administer the operation of the User Board. Each Entry RPA and the City shall have one vote. Each Entry RPA shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all Board meetings. The primary and alternate representatives may jointly participate in all discussions of the User Board; provided however that the vote of the Entry RPA shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Entry RPA's vote. No User Board member

- may grant proxy voting power to another User Board member from another Entry RPA. A tie vote shall not be sufficient to pass a measure or recommendation.
- D. The Board may meet monthly at the discretion of the Chair, but in no event less than twice per year. It may meet more frequently as determined by the Chair or as requested by any Entry RPA or the City.
- E. A Quorum of the Board is required for the User Board to make any official recommendation or action.
- F. Unless otherwise provided herein, all User Board actions shall require approval by a majority of the Entry RPA present at an official Board meeting.
- G. The User Board Chair shall be responsible for providing notices of public meetings and keeping of minutes in compliance with Oregon Public Records laws. The minutes shall summarize the discussions completed during Board meetings and include all official actions taken by the Board, along with any vote tallies associated with those actions.
- H. The Chair or designee shall represent the User Board at official public meetings as requested by the City or other Entry RPA during which the Chair or designee shall report on the opinion and/or recommendations of the Board regarding specific issues being discussed that are relevant to the Board or RMS. The Chair or designee shall limit their participation in this capacity to reporting on official actions and recommendations taken by the Board.
- 1. The User Board shall undertake the following:
  - 1. Review and recommend changes to the Strategic Plan developed by or updated by the City.
  - 2. Review and recommend changes to the Technology Management Plan developed by or updated by the City.
  - 3. Review and recommend changes to the Cost Sharing Formula developed by or updated by the City.
  - 4. Review and recommend changes to the annual objectives and work plans developed by the System Manager.
  - Review and recommend changes to the general policy guidelines and/or Standard Operating Procedures developed by the System Manager for the RMS.
  - 6. Provide oversight and direction regarding User Board operations.
  - 7. Establish committees and appoint committees as needed.
  - 8. Review and comment on all Plans at least once every four years.
  - 9. Makes other recommendations as necessary.

- J. The User Board shall review and make recommendations on the acceptance of any new RPA as outlined in Section 10. Recommendations on acceptance of a new RPA shall be by Unanimous vote.
- K. The User Board, at its first organizational meeting, or as soon thereafter as reasonable, shall adopt rules governing its procedures, and including at a minimum 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term and manner of election of User Board officers; and 4) establish committees and appoint committee representatives from among the RPA; and 5) any other procedures deemed necessary as outlined in Section 7.

#### 5. PROJECTS AND FUNDING:

- A. Funds for Capital Cost of the initial RMS implementation will be contributed by the City. Funds for the Capital Costs of future components of the RMS will be jointly contributed by the City and other RPA based on a recommended allocation formula, taking into account application of grant funding and credit for contributed assets, if any. The RPA agree to request such grant funding whenever possible.
- B. According to adopted Strategic and Cost Sharing Formulas, the User Board may recommend Projects which further improve, expand, enhance and support the RMS, including, but not limited to, acquisition of hardware, software and equipment, upgrades and other steps to improve and extend the RMS.
- C. Entry RPA may propose improvements to the RMS by giving written notice to the User Board, describing the proposed improvement and identifying its benefits. Within 90 days, the User Board shall meet to discuss the proposal and determine if there is interest in pursuing the proposed Project. If so, the User Board shall direct the System Manager to research the proposed Project to determine or confirm any cost and operational impacts and to report back on the findings to the User Board. Subsequent to receiving the System Manager's report, the User Board may hold a vote to recommend whether or not the proposed Project should be undertaken.
- D. Any significant changes to the RMS shall consider the following factors, including but not limited to, sources of funding (City, RPA, available grants and other sources), technical and business impact to the City and RPA, and the recommendation(s) of the User Board. Capital and Operating Costs for such changes shall be allocated among the City, Entry and Inquiry RPA as determined by the Cost Sharing Formula and incorporated into each RPA's Participating IGA as part of the User Fees.
- E. Each RPA agrees to inform the User Board of potential grant sources and thereupon the User Board shall determine if the User Board should pursue that source. If the User Board declines to pursue that source, then the individual RPA may seek those grant funds on its own and, if successful, may choose to apply

the grant funds for the benefit of the User Board or to its local match or share if it is an allowable use of grant proceeds.

F. Any increase in either A, B, C and/or D above may be recommended by the User Board and approved by the City so long as the total cost impact per subsection to all RPA is no greater than 5% per year, and no greater aggregate than 10% per year. Any subsection with a cost impact greater than the 5% or 10%, shall be voted upon by a Quorum of the User Board and approved with a majority vote.

#### 6. USER BOARD MANAGEMENT, OPERATION AND FUNDING:

- A. The User Board shall make recommendations as to the best method for the administration, management, and operation of the RMS. The User Board shall review and make recommendations on the annual budget prepared by the System Manager for managing and supporting the RMS.
- B. The User Board shall be self-sufficient in its operation. The City and RPA will participate at their own cost, time and expense.

#### 7. COMMITTEES:

The User Board may establish committees from time to time as it deems necessary. Generally, the User Board will consider establishment of committees in the following areas:

- A. Engineering/Technical
- B. Policy
- C. Customer/User
- D. Finance/Budget

When a committee is established by the User Board, the City and each Entry RPA is entitled to have one voting representative on the committee. The Chair may limit these committees to an appropriate size for conducting its business. The Chair will recommend a procedure for limiting the size of the committees, which will then be approved by the Board. Each committee shall provide advice, counsel, and recommendations to the User Board or the Chair as requested.

The City and each Entry RPA may designate one voting committee member and an alternate. A majority of the voting committee creates a quorum. All decisions require a majority vote of the members in attendance. An alternate RPA committee member may vote if the designated RPA voting member is not present.

### 8. <u>CAPITAL CONTRIBUTION, CAPITAL COST DETERMINATION, AND INITIAL RPA RESPONSIBILITY:</u>

The Cost Sharing Formula shall establish the application of User Board grant proceeds, cost allocation formulas, rates, and appropriate service charges for such services

provided to Entry and Inquiry Only RPA, and for upgrading and maintaining the RMS which will be paid by the RPA. RPA responsibility for such allocations, rates and charges will be incorporated in, or amended to, each RPA's Participating IGA.

#### 9. PAYMENT:

- A. Each Entry and Inquiry Only RPA will have an individual Participating IGA with the City that outlines the costs and terms and conditions of their participation in the RegJIN RMS. A Entry RPA's right to participate on the User Board under this Agreement is contingent upon execution of the Participating IGA.
- B. Failure to pay the City as due under the Participating IGA will suspend the Entry RPA's voting rights in the User Board until fully paid.

#### 10. NEW RPA:

The User Board shall review and recommend the admitting of new Entry RPAs as part of the RMS. Any recommendations for admitting a new Entry RPA shall require a Unanimous Vote; admitting of any new Inquiry Only RPA shall be at the discretion of the System Manager. The System Manager will make the list of new Inquiry Only RPAs available to the User Board 30 days prior to granting access to the System. Recommendations on the addition of new Inquiry and Entry RPA must consider that the:

- A. The RMS contains highly confidential crime and other data and is reserved for law enforcement applications and will only be open to certified law enforcement agencies.
- B. If a new RPA is added, its addition is subject to the sections of the Cost Sharing Formula that govern the costs allocated to RPA(s) added to the RMS after the initial RMS cutover to operational (live) status.
- C. New RPA shall be bound by the terms and provisions of this Agreement and an individual Participating IGA.

#### 11. DURATION, WITHDRAWAL AND TERMINATION:

- A. This Agreement is perpetual and the User Board shall continue from year to year unless otherwise terminated or dissolved by the methods described in this Agreement.
- B. The User Board may be dissolved upon unanimous agreement of all Entry RPA.
- C. Termination of an Entry RPA's Participating IGA shall revoke their participation on the User Board effective immediately.
- D. An Entry RPA that withdraws from the RMS may remove its RPA assets from the RMS including any data entered into the RMS by the withdrawing RPA. All costs associated with the reasonable removal of the withdrawing RPA's assets including costs of removing data entered by the RPA into the RMS will be the responsibility of the withdrawing RPA.

- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets, including the withdrawal of the Entry RPA's data, from the RMS after the date upon which the RPA's withdrawal becomes effective. The withdrawing Entry RPA shall have full access to its assets including its data during the time period required to complete the removal of an Entry RPA's assets from the RMS.
- F. RPA may only withdraw from the RMS on January 1 of each year and must provide a minimum of 180 days written notice of their intention to withdraw.
- G. Notice of an RPA's intention to withdraw must be provided in writing to the User Board Chair. A copy of the withdrawal notice must be provided to the System Manger.

#### 12. INDEMNIFICATION:

To the extent permitted by the Constitutions and laws of Oregon and Washington, each Entry RPA shall hold harmless and indemnify the other Entry RPA for the willful or negligent acts, actions or omissions to act of that Entry RPA's respective entity, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement.

#### 13. **CONFIDENTIALITY**:

- A. Maintenance of Confidentiality. The City and RPA shall treat confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPAs shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or affected RPA, in no event shall the City or a RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.
- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. The RPA agree that each RPA will follow the laws of its home state. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential.

Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System as outlined in this public safety Regional Intergovernmental Agreement. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington and federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.

- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the RMS. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for RMS data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate agency within two business days that it is not the custodian of record for the requested data and identify the Entry RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

#### 14. WAIVER:

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

#### 15. REMEDIES:

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

#### 16. SURVIVAL:

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Agreement shall survive the termination or expiration of this Agreement.

#### 17. NO THIRD PARTY BENEFICIARIES:

The City and Entry RPA expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party.

#### 18. ASSIGNMENT:

The rights and obligations of each party under this Agreement may not be assigned in whole or in part.

#### 19. NOTICE:

Notices to the City shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

City of Portland
RegJIN System Manager
Portland Police Bureau
1111 SW 2<sup>nd</sup> Avenue, Suite 1156
City of Portland
Portland, OR 97204

#### 20. AMENDMENTS:

This Agreement may only be changed, modified, or amended by unanimous vote of all Entry RPA.

#### 21. **EFFECTIVE DATE**:

This Agreement shall be effective on July 1, 2012 and continue in perpetuity unless otherwise terminated.

#### 22. SEVERABILITY:

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

#### 23. INTERPRETATION:

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon and Washington law.

#### 24. **EXECUTION IN COUNTERPARTS**:

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Authorization for Intergovernmental Agreement.

APPROVED AS TO FORM

User Boards are:

CITY OF PORTLAND

By: Michil Kiere

Printed Name: Michael Reese

Title: Police Chief

Date of Signing: 10/22/13



## City of Camas Contract Change Order

	Order No1	Date <u>December 2</u>	2, 2013
	Contract for WS-720A STE	P/STEF Tank Pumpir	ng Project
	To AAA Septic Se	rvice, LLC	
You are hereby plans and speci	requested to comply with th		es from the contract
Description of C		Decrease in Contract Price	Increase in Contract Price
(Unit Cost :	ne dumping location = \$43.00 per tank x 52 tanks	· · · · · · · · · · · · · · · · · · ·	
remaining o	on the project)		\$2,236.00
		Subtotal	\$2,236.00
	8.4% Sales Tax		\$ 187.82
	Net Change in Contract Price	:	\$ 2,423.82
the City and long	s labor and equipment hours to haul of Camas Wastewater Treatment Fager time to discharge the tank contented to the wastewater Treatment Staff.	icility. This location requ	ires further haul distance,
The amount of the Three and 82/100 E	contract will be <u>increased</u> by the ollars (\$2.423.82)	sum of: <u>Two Thousan</u>	d Four Hundred Twenty
	including the original contract to our Thousand Three Hundred No		
The contract period	provided for completion will be (i	ncreased) (decreased	) ( <u>unchanged</u> ): 0 days
This document will	become a supplement to the cont	ract and all provisions	will apply hereto.
Requested	Project Manager		7/2/3/2018 Date
Recommended	Engineering Manager	· · · · · · · · · · · · · · · · · · ·	11/26/2013 Date
Accepted 100	Contractor	1.	2/9/13# Date
Approved	Mayor		Date

ICTOY O	FCAMAS		PAY ESTIMATE:	FIGHT		···	AAA Septic Servi	ice	· · · · · · · · · · · · · · · · · · ·		······································
	ECT NO. WS-720A			11/1/13 Through	11/30/13		PO Box 1668	·			1
2013 S	TEP/STEF Tank Pumping			J			Brush Prairie, W.	4 98606			
1							(360) 687-8960				
		,	ORIGINAL CONT		\$51,967.77						
ITEM	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	QUANTITY	TOTAL	QUANTITY	TOTAL.	QUANTITY	TOTAL
NO.			QUANTITY	PRICE	TOTAL	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE
[SANIT	ARY SEWER	···									
SAMI	ANI SEWER	1000	T		<u> </u>		1				· · · · · · · · · · · · · · · · · · ·
1 1	Commercial STEP & STEF Tank Pumping	GAL	30.00	\$96.85	\$2,905.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
	Residential STEP & STEF Tank Pumping	EA	465.00	\$96.85	\$45,035.25	398.00	\$38,546.30	90.00	\$8,716.50	488.00	\$47,262.80
3	Change Order #1 - Change in Dumping Location	EΑ	52.00	\$43.00	\$2,236.00	0.00	\$0.00	52.00	\$2,236.00	52.00	\$2,236.00
	Eucation	EA	32.00	\$43.00	\$2,230.00	0.00	50,00	52.00	\$2,230,00	52.00	\$2,230,00
L	SUBTOTAL:		L		\$47,940.75		\$38,546.30		\$10,952.50	1	\$49,498.80
	Sanitary Sales Tax (8.4%):				\$4,027.02		\$3,237.89		\$920.01		\$4,157.90
	Total:				\$51,967.77		\$41,784.19		\$11,872.51		\$53,656.70
									·		
					CONTRACT TOTAL		TOTAL		TOTAL		TOTAL TO DATE
	ORIGINIAL	CONTR	ACT TOTAL		\$47,940.75		PREVIOUS \$38,546,30		THIS EST. \$10,952,50		\$49,498.80
			LETIONS		\$2,236.00		\$0.00		\$10,932.30		\$0.00
		UBTOT			\$50.176.75		\$38,546,30		\$10.952.50		\$49.498.80
	SALE	ES TAX (	8.4%)		\$4,214.85		\$3,237.89		\$920.01		\$4,157.90
		AL CONT			\$54,391.60		\$41,784.19		\$11,872.51		\$53,656.70
			AINAGE				(\$1,927.32)		(\$547.63)		(\$2,474.94)
	TOTAL	LESS	RETAIN.				\$39,856.87		\$11,324.89		\$51,181.76
SAN. A	CT. NUMBER: 424.00.535.811.48	SAN. TI	HIS PAY EST:	\$11,324.89							
F.I.				$\bigcirc$	. ^ ^		-		. /	1	
17.1.	$\cdot$	1	<b>-</b>	1.6.	1,20	a	107.0	-9-	nn 1/4 .	1.10 101	alm
50	= DUMEN /2/6	4/13	Ś	July		eno 1-	44/15		UM NOT	W) 101	7113
Project	Engineer / /	Date	-	Contractor		Date	- (	Project Manager		7 -7	Date

No 12/10/13

## PROGRESS ESTIMATE NO. 8 DECEMBER 6, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON PROGRESS ESTIMATE PERIOD SEPTEMBER 16, 2013 TO DECEMBER 6, 2013

PROJECT:

18/2/11/13

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

P.O. BOX 6300

COEUR D'ALENE, ID 83816

CITY OF CAMAS
WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

G&O JOB NUMBER #11505.02 CITY OF CAMAS PROJECT #WS-713

425-00-594-350-65

					4	<u> スター 60 - 5</u>		· (c) · 3
	BID	ITEMS			TITIES	PROJEC	T COSTS	
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	PERCENT OF CONTRACT QUANTITY
1 2	Bond and Insurance Mobilization and Demobilization	1 LS	\$51,114.00	0.00%	100.00%	\$0.00	\$51,114.00	100%
3 4	General Requirements Site Work	1 LS 1 LS 1 LS	\$95,000.00 \$188,970.00 \$676,981.00	23.47% 9.69% 7.30%	96.11% 96.78% 99.85%	\$22,300.00 \$18,308.06 \$49,395.58	\$91,300.00 \$182,894.55 \$675,981.00	96% 97% 100%
5 6	UV Disinfection/Effluent Pump Station Clarifier No. 3	1 LS 1 LS	\$500,101.00 \$695,938.00	5.10% 3.13%	95.44% 99.36%	\$25,485.00 \$21,776.10	\$477,305.50 \$691,491.25	95% 99%
7 8	Hydrogen Sulfide Scrubber System Electrical	1 LS 1 LS	\$277,769.00 \$273,127.00	17.00% 30.61%	94.90% 94.02%	\$47,224.50 \$83,600.30	\$263,591.50 \$256,793.70	95% 94%
9 10 11	Trench Excavation Safety System Dewatering Unsuitable Excavation	1 LS 1 LS 100 CY	\$5,703.00 \$6,064.00 \$37.00	0.00% 0.00% 0	100.00% 100.00% 100	\$0.00 \$0.00 \$0.00	\$5,703.00 \$6,064.00 \$3,700.00	100% 100% 100%
12 13	Rock Excavation Additive Item No. 1 - Dryer Building	220 CY	\$68.50 \$23,600.00	0 49.67%	0 64.77%	\$0.00 \$0.00 \$11,723.00	\$0.00 \$15,286.10	0%
14	Additive Item No. 5 - Launder Covers	1 LS	\$45,700.00	0.00%	100.00%	\$0.00	\$45,700.00	100%
CHA CO1 CO2 CO3 CO4	NGE ORDERS:	1 LS	\$53,405.00	100.00%	100.00%	\$53,405.00 \$0.00 \$0.00 \$0.00	\$53,405.00 \$0.00 \$0.00 \$0.00	100%

## PROGRESS ESTIMATE NO. 8 DECEMBER 6, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON PROGRESS ESTIMATE PERIOD

SEPTEMBER 16, 2013 TO DECEMBER 6, 2013

PROJECT:

CONTRACTOR:

CITY OF CAMAS

CONTRACTORS NORTHWEST, INC.

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

P.O. BOX 6300

G&O JOB NUMBER #11505.02

COEUR D'ALENE, ID 83816

CITY OF CAMAS PROJECT #WS-713

		PROJEC	T COSTS
		AMOUNT	AMOUNT TO
		THIS PERIOD	DATE
SUBTOTAL EARNED TO DATE		\$333,217.54	\$2,820,329.60
SALES TAX	8.40%	\$27,990.27	\$236,907.67
MATERIALS ON HAND		(\$12,639.24)	(\$0.00)
TOTAL		\$348,568.57	\$3,057,237.27
LESS 5% RETAINED (BEFORE TAX)		\$16,660.88	\$141,016.48
TOTAL EARNED TO DATE LESS RETAINAGE			\$2,916,220.79
LESS AMOUNTS PREVIOUSLY PAID			
PROGRESS ESTIMATE NO. 1			\$337,296.34
PROGRESS ESTIMATE NO. 2			\$360,739.36
PROGRESS ESTIMATE NO. 3			\$149,382.05
PROGRESS ESTIMATE NO. 4			\$56,125.20
PROGRESS ESTIMATE NO. 5			\$76,191.20
PROGRESS ESTIMATE NO. 6			\$522,090.60
PROGRESS ESTIMATE NO. 7			\$1,082,488.35
TOTAL PAYMENT NOW DUE:		\$331,907.69	\$331,907.69

ORIGINAL CONTRACT AMOUNT CONTRACT AMOUNT WITH CHANGE ORDER 1 CONTRACT PERCENTAGE TO DATE \$2,858,837.00 \$2,912,242.00 97%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES).

GRAY & OSBORNE, INC.

UNDER THIS CONTRACT.

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS

GN. Marcon

Page 2 of 3

Progress Estimate No. 8.xisx

## PROGRESS ESTIMATE NO. 8 DECEMBER 6, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD SEPTEMBER 16, 2013 TO DECEMBER 6, 2013

PROJECT:

CITY OF CAMAS

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B

G&O JOB NUMBER #11505.02 CITY OF CAMAS PROJECT #WS-713

CONTRACTOR:

CONTRACTORS NORTHWEST, INC.

P.O. BOX 6300

COEUR D'ALENE, ID 83816

## SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY	,	TOTAL	SALES	SALES			
EST	PROGRESS ESTIMATE	EARNED PER	TAX	TAX	MATERIALS	RETAINAGE	TOTAL
NO.	PERIOD DATES	PERIOD	RATE	AMOUNT	ON HAND	(5%)	PAYMENT
1.	JANUARY 15, 2013 TO FEBRUARY 18, 2013	\$205,141.01	8.40%	\$17,231.84	\$125,180.54	\$10,257.05	\$337,296.34
2.	FEBRUARY 19, 2013 TO MARCH 21, 2013	\$417,917.42	8.40%	\$35,105.06	-\$71,387.25	\$20,895.87	\$360,739.36
3.	MARCH 21, 2013 TO APRIL 15, 2013	\$146,916.94	8.40%	\$12,341.02	-\$2,530.06	\$7,345.85	\$149,382.05
4.	APRIL 16, 2013 TO MAY 15, 2013	\$54,279.69	8.40%	\$4,559.49	\$0.00	\$2,713.98	\$56,125.20
5.	MAY 16, 2013 TO JUNE 19, 2013	\$65,716.90	8.40%	\$5,520.22	\$8,239.93	\$3,285.85	\$76,191.20
6.	JUNE 20, 2013 TO JULY 15, 2013	\$495,675.45	8.40%	\$41,636.74	\$9,562.18	\$24,783.77	\$522,090.60
7.	JULY 16, 2013 TO SEPTEMBER 15, 2013	\$1,101,464.65	8.40%	\$92,523.03	-\$56,426.10	\$55,073.23	\$1,082,488.35
8.	SEPTEMBER 16, 2013 TO DECEMBER 6, 201	\$333,217.54	8.40%	\$27,990.27	-\$12,639.24	\$16,660.88	\$331,907.69
	TOTAL:	\$2.820,329,60		\$236.907.67	\$0.00	\$141,016.48	\$2,916,220.79

PROJECT NO. 5-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1 PAY ESTIMATE #8	BATTL Phone:	DX 1900 E GROUND, W/ (360) 687-1148			STP Funding (Expenditures n \$1,140,50 Expenditure	ot to Exceed 19.00) s to Date	TIB Funding (Expenditures no \$1.75 M Expenditures	ot to Exceed IIL.) a to Date	PWTF Fundin (Expenditures after Expenditure	r Groups 1 &2) s to Date	(Schedule Expenditu	inding Tracking 8 Items Only) ares to Date	Previous Est	imate #	Current Es	timate #	Totals to	o Date
ITEM DESCRIPTION	UNIT		UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
NO. Schedule A	-	QUANTITY	PRICE	TOTAL							make his or		PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TOURIE	
A 1 Mobilization	LS	1.00	\$258,000.00	\$258,000.00	1.00	\$258,000.00					No.	0.515656523	1.00	\$258,000.00			1,00	\$258,000.00
A 2 Structure Surveying	LS			\$12,000.00	0.25	\$3,000.00	0.58	\$6,960.00	0.17	\$2,040.00		STATE OF THE PARTY OF	1.00	\$12,000.00			1.00	\$12,000.00
A 3 Roadway Surveying	LS	1.00		\$15,000.00	0.40	\$6,000.00	0.43	\$6,450.00	0.17	\$2,550.00			1.00	\$15,000.00			1.00	\$1,500.00
A 4 SPCC Plan A 5 Traffic Control Supervisor	LS	1.00	\$9,500.00	\$1,500.00	1.00	\$1,500.00	0.58	\$5,510,00	0.17	\$1,615.00			1.00	\$9,500.00			1.00	\$9,500.00
A 6 Flaggers and Spotters	HR	660.00	\$55.00	\$9,500.00	987.30	\$54.301.50	1.308.60	\$5,510,00	707.55	\$38,915.25		The second second	2,886.95	\$158,782.25	116.50	\$6,407.50	3,003.45	\$165,189.75
A 7 Other Traffic Control Labor	HR	200.00	\$55.00	\$11,000.00	20.50	\$1,127.50	66.80	\$3,674.00	56.80	\$3,124.00	10000	25 - 25	137,35	37.554.25	6.75	\$371.25	144.10	\$7,925.5
A 8 Other Temporary Traffic Control	LS	1.00	\$5,000.00	\$5,000.00			0.83	\$4,150.00	0.17	\$850.00		Name of Street, or other Designation of the last of th	1.00	\$5,000.00		the same of	1.00	\$5,000.0
A 9 Cleaning and Grubbing	Acre	7.53	\$3,500.00	\$26,355.00	6.25	\$21,875.00	1.18	\$4,130.00	0.10	\$350.00		SHOW SHOW	7.53	\$26,355.00			7.53	\$26,355.0
A 10 Removal of Structures and Obstructions	LS	1.00	\$5,000.00	\$5,000.00	0.39	\$1,950.00	0.44	\$2,200.00	0.17	\$850.00			1.00	\$5,000.00			1.00	\$5,000.0
A 11 Sawcutling, Planing, and Grinding By-Products A 12 Roadway Excavation, Incl. Hauf	LS	1.00	\$3,500.00	\$3,500.00			1.00	\$3,500.00				C - III	1.00	\$3,500.00	1		8,725.00	
A 12 Hosoway Excavation, Incl. Hauf  A 13 Unsuitable Foundation Excavation, Incl. Hauf	CY		\$18.00 \$35.00	\$67,536.00	2.333.60 92.60	\$42,004.80	6,391.40	\$115,045.20			Control of the last		8,725.00 256.90	\$157,050.00			256.90	\$8,991.5
A 14 Gravel Borrow, Incl. Haul	CY	9600.00	\$20.00	\$192,000,00	12,000.00	\$3,248.00	7.128.00	\$1,743.50			ALL SECULORS		19,128.00	\$382,560.00			19,128.00	
A 15 Structure Excavation Class B, Incl. Haul	CY		\$8.00	\$18,400.00	1,381,10	\$11,048.80	1,104.00	\$8,832.00				NAME OF TAXABLE PARTY.	2,485.10	\$19,880.80			2,485.10	\$19,880.8
A 16 Construction Geotextile for Separation	SY	1875.00	\$1.50	\$2,812.50	3,164.00	\$4,746.00	148.00	\$222.00			THE PART OF THE	No. of Concession, Name of Street, or other party of the Concession, Name of Street, or other pa	3,312.00	\$4,968.00			3,312.00	\$4,968.0
A 17 In-Place Cement Treated Base (CTB)	SY	4879.00	\$3.50	\$17,076.50			4,060.00	\$14,210.00				THE RESERVE	4,060.00	\$14,210.00			4,060,00	\$14,210.0
A 18 Cement for CTB	TN	147.00	\$120.00	\$17,640.00			108.96	\$13,075.20			The state of the state of	No. of the Local Division in	108 96	\$13,075.20			108.96	\$13,075.2
A 19 Crushed Surfacing Base Course	TN		\$18.00	\$185,400.00			12,691.40	\$228,445.20			2 - 2 - 3 - 5 - 5	-	12,691.40	\$228,445.20		1000	12,691.40	
A 20 Planing Bituminous Pavement	SY	333 00	\$19.00	\$6,327.00			246.70	\$4,687.30					246.70	\$4,687.30			246.70	\$4,687.3
A 21 HMA CL 1/2" PG 64-22	TN	6268.00	\$75.00	\$470,100.00	422.44	\$31,683.00	2,970.26	\$222,789.50	2,179.76	\$163,482.00		-	5,572.46	\$417,934.50			5,572.48	\$417,934.5
A 22 HMA for Approach, Cl. 1/2" PG 64-22  A 23 Preparation of Existing Surfaces, CSS-1 for Tack Coat	TN	27.00	\$170.00	\$4,590.00					39.04	\$6,636.80			39.04	\$6,636.80			39.04	\$6,636.8
A 24 Testing Storm Sewer Pipe	LF	4938.00	\$3,500.00	\$14,000.00 \$4,938.00			3,224.00	\$3,224.00	-				3,224 00	\$3,224.00			3,224.00	\$3,224.0
A 25 Shoring, Trench Safety System (\$1.00 min.)	LF		\$1.00	\$4,938.00	918.00	\$918.00	1,146,00	\$1,146.00					2 064 00	\$3,224.00			2,064.00	\$2,064.0
A 26 Structure Excavation Class A, Incl. Haul	CY		\$17.00	\$20,910.00	651.30	\$11,072.10	1,140.00	\$1,146,00			-		651 30	\$11,072.10			651,30	\$11,072.1
A 27 Gravel Backfill for Wati	CY	1288.00	\$40.00	\$51,520,00	1.069.77	\$42,790.80						1	1,069.77	\$42,790.80			1,069.77	\$42,790.8
A 28 Gravel Backfill for Foundation, Class A	CY	107.00	\$40.00	\$4,280.00	7.60	\$304.00					Marie Carlo	STATE OF THE PERSON NAMED IN	7.60	\$304.00			7.60	\$304.0
A 29 St. Reinforced Bar for Concrete Traffic Barrier	LB	109216	\$0.25	\$27,304.00	48,825.00	\$12,206.25						I WAR POR SHIP	48,825.00	\$12,206.25			48,825.00	\$12,206
A 30 St. Reinforced Bar for Retaining Wall	LB	65120.00	\$0.25	\$16,280.00	35,884.00	\$8,971.00						THE RESERVE AND ADDRESS OF THE PERSON NAMED IN COLUMN	35,884.00	\$8,971.00			35,884.00	\$8,971.0
A 31 St. Reinforced Bar for Pedestrian Barrier	LB	1325.00	\$0.25	\$331.25			731.00	\$182.75					731.00	\$182.75			731.00	\$182
A 32 Concrete Cl. 4000 - Traffic Barrier	CY	688.00	\$450.00	\$309,600.00			527.80	\$237,510.00	182.31	\$82,039.50		No. of Concession, Name of Street, or other party of the Concession, Name of Street, or other pa	710.11	\$319,549.50			710.11	\$319,549.5
A 33 Concrete Cl. 4000 - Retaining Wall	CY	407.00	\$300.00	\$122,100.00	331.94	\$99,582.00	23.27	\$6,981.00	4.26	\$1,278.00	ESUP SERVICE	ENTER SERVICE	359 47	\$107,841.00			359.47	\$107,841.0
A 34 Concrete Cl. 4000 - Pedestrian Guardrail	LF	9.00	\$650.00	\$5,850.00			16.05	\$10,432.50	-1.02	(\$663.00)			15.03	\$9,769.50			15.03 810.00	\$9,769.5
A 35 Bridge Railing, Type Metal A 36 high	LF		\$60.00	\$49,320.00					810.00	\$48,600.00	NAME OF STREET		810.00	\$48,600.00				
A 37 Aluminum Arch Culvert	LF	76.00	\$55.00 \$500.00	\$3,355.00	70.00	\$37,500.00			223.00	\$12,265.00			223.00	\$12,265.00			223,00 75,00	
A 38 Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia.	LF	46.00	\$60.00	\$2,760.00	75.00	\$37,500,00	00.30	\$2,100.00				A STATE OF THE PARTY OF THE PAR	75.00 35.00	\$37,500.00			35.00	
A 39 Corrugated Polyethylene Storm Sewer Pipe, 6° Dia.	LF	155.00	\$19.00	\$2,945.00			35.00 165.00	\$3,135.00			The same of the sa		165.00	\$3,135.00			165.00	
A 40 Corrugated Polyethylene Storm Sewer Pipe, 8' Dia.	LF	114.00	\$28.00	\$3,192.00			6.00	\$168.00				Description of the last	6.00	\$168.00			6.00	
A 41 Corrugated Polyethylene Storm Sewer Pipe, 10" Dia.	LF	527.00	\$18.00	\$9,486.00			416.90	\$7,504.20			The second second	S Section in the last	416.90	\$7,504.20		the state of the s	416.90	
A 42 Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	863.00	\$26.00	\$22,438.00	469.00	\$12,194.00	484.30	\$12,591.80					953.30	\$24,785.80			953.30	\$24,785
A 43 Manhole 48* Dia., Type 1	EA	9.00	\$2,500.00	\$22,500.00	2.40	\$6,000.00	5.30	\$13,250.00	1.30	\$3,250.00		I HOUSE CHARLES	9.00	\$22,500.00			9.00	
A 44 Manhole 60° Dia., Type 1	EA	1.00	\$3,800.00	\$3,800.00			1.00	\$3,800.00		3,3,411,000	INCOME SO		1.00	\$3,800.00			1,00	
A 45 Corrugated Polyethylene Storm Sewer Pipe, 12" Dia.	LF	129.00	\$32.00	\$4,128.00	91.50	\$2,928.00						The second line	91.50	\$2,928.00		Constitution of the second	91.50	
A 46 Corrugated Polyethylene Storm Sewer Pipe, 24" Dia,	LF	315.00	\$55.00	\$17,325.00	200		288.00	\$15,840.00					288.00	\$15,840.00			288 00	
A 47 Manhole 48" Dia. Type 3  A 48 Manhole 60" Dia. Type 3 with Flow Splitter	EA EA	1.00	\$2,800.00	\$2,800.00	08.0	\$2,240.00			0.20	\$560.00	A DESCRIPTION OF THE PARTY OF T		1.00	\$2,800.00			1.00	
A 49 Manhole 72" Dia., Type 3 with Flow Splitter  A 49 Manhole 72" Dia., Type 3	EA	1.00	\$6,100.00	\$6,100.00	08.0	\$4,880.00			0.20	\$1,220.00			1.00	\$6,100.00			1.00	
A 50 Manhole 96' Dia., Stormwater Filtration	EA	1.00	\$44,000.00	\$44,000.00	0.80	\$39,600.00			0.10	\$1,300.00			1.00	\$6,500.00			1.00	
A 51 Adjust Manhole	EA	1.00	\$500.00	\$500.00	2.90	\$35,000.00	-		1.00	\$500.00	100		1.00	\$500.00	The state of the state of		1.00	
A 52 Adjust Catch Basin	EA	2.00	\$500.00	\$1,000.00			2.00	\$1,000.00	7.00	\$500.00	No. of Real Property lies	DESCRIPTION OF REAL PROPERTY.	2.00	\$1,000.00			2.00	
A 53 Catch Basin, Type 1	EA	2.00	\$1,800.00	\$3,600.00			2.00	\$3,600.00			NAME OF TAXABLE PARTY.	<b>BUTCHMEN</b>	2.00	\$3,600.00	V	0.7072	2.00	\$3,600
A 54 Concrete Inlet	EA	25.00	\$1,800.00	\$45,000.00	10.90	\$19,620.00	14.10	\$25,380.00				in the same	25.00	\$45,000 00			25.00	\$45,000
A 55 Ductile Iron Sewer Pipe (Storm), 10° Dia.	LF	273.00	\$32.00	\$8,736.00			316.50	\$10,128.00				No. of Lot	316.50	\$10,128.00	100000000000000000000000000000000000000		316.50	\$10,128
A 56 Ductile Iron Sewer Pipe (Storm), 12" Dia	LF	1420.00	\$38.00	\$53,960.00	622.00	\$23,635.00	233.50	\$8,873.00				The same	855,50	\$32,509.00			855.50	
A 57 Ductile Iron Sewer Pipe (Storm), 24" Dia.	LF	391.00	\$96.00	\$37,536.00			391.00	\$37,536.00				2000	391.00	\$37,536.00		Section 1	391.00	
	DAY	60.00	\$30.00	\$1,800.00	24.00	\$720.00	26.00	\$780.00	10.00	\$300.00	THE REAL PROPERTY.	The same of the sa	60.00	\$1,800.00			60.00	
A 59 Seeding, Fertilizing, Mulching A 60 Straw for Temporary ESC	AC	3.10	\$2,400.00	\$7,440.00		*****			3.10	\$7,440.00	THE RESERVE	-	3.10	\$7,440.00			3.10	
A 60 Straw for Temporary ESC A 61 Soil Binder or Tecking Agent	LS AC	1.00	\$4,800.00	\$4,800.00	1.00	\$4,800.00				** ***			1.00	\$4,800.00			3.10	
A 62 Temporary Erosion Control Blanket	SY	3.10	\$540.00	\$1,674.00					3.10	\$1,674.00			3.10	\$1.674.00			3.10	41,074
A 63 Plastic Covering	SY	200.00	\$3.50	\$700.00	200.00	\$700.00							200.00	\$700.00			200.00	0 \$700
A 64 Check Dam	LF	380.00	\$6.75	\$2,565.00	200.00	3700.00			170.00	\$1,147.50	A PERSON NAMED IN	The state of the	150.00	\$1,012.50	20.00	\$135.00	170.00	
A 65 Stabilized Construction Entrance	SY	1111.00	\$10.00	\$11,110.00	465.60	\$4,656.00			1,0.00	41,147,00	-		465.60	\$4,656.00	1000	4.00.00	465.60	0 \$4,656
A 66 Street Cleaning	HR	90.00	\$110.00	\$9,900.00	78.50	\$8,635.00	14.00	\$1,540.00	11.50	\$1,265.00	THE PERSON	THE PER	104.00	\$11,440.00			104.00	
A 67 Sit Fence	LF	6045.00	\$3.00	\$18,135.00	6,102.00	\$18,306.00		2.32.740	100	2,032,032		NAME OF TAXABLE PARTY.	6,102.00	\$18,306.00		COVERN	6,102,00	0 \$18,306
A 68 Inlet Protection	EA	32.00	\$55.00	\$1,760.00	5.00	\$275.00	24.00	\$1,320.00					29.00	\$1,595.00			29.00	0 \$1,595
A 69 Wattle	LF	380.00	\$5.00	\$1,900.00					144.00	\$720.00			144.00	\$720.00			144.00	
A 70 High Visibility Fence	LF	1860.00	\$1.75	\$3,255.00	1,478.00	\$2,586.50					THE RESERVE OF THE		1,478.00	\$2,586.50			1,478.00	
A 71 Landscaping	LS		\$175,000.00	\$175,000.00			0.0078	\$1,365.00	0.99	\$173.635.00			0.8378	\$146,615.00	0.1622	\$26,385.00		
A 72 Irrigation	LS	1.00	\$59,000.00	\$59,000.00			0.05	\$2,950.00	0.95	556,050.00	By Charles III	Section 1	1.0000	\$59,000.00			1.00	
A 73 Cement Concrete Traffic Curb and Gutter A 74 Cement Concrete Traffic Curb	LF	6273.00	\$9.00	\$56,457.00			6,224.00	\$56,016.00			المشدديدها		6,224.00				6,224.00	
	LF	915.00	\$9.00	\$8,235.00			1,420.30	\$12,782.70				THE RESERVE THE PARTY OF THE PA	1,420,30	\$12,782.70	British areas and the	The second second second	1,420.30	0 \$12,782

CITY OF CAMAS PROJECT NO. S-545 DESCRIPTION: NW 38th Ave/SE 20th St. Extension Roadway Improvements, Ph. 1	P.O. B	NI, INC. IOX 1900 LE GROUND, W I: (360) 687-114			STP Funding	Tracking	TIB Funding		PWTF Funding	Tracking		nding Tracking						
PAY ESTIMATE #9  Council Meeting Date: December 16, 2013  Work Period Date: November 11, 2013 to December 10, 2013	Origin		tal: \$3,651,231.3 les Tax Amount:		(Expenditures r \$1,140,5 Expenditure	99.00) es to Date	(Expenditures n \$1.75 N Expenditure	IIL.) s to Date	(Expenditures afte	to Date	Expenditu	Itoms Only) res to Date oup 4	Previous Est	timate #	Current Es	timate #	Totals to	o Date
ITEM DESCRIPTION NO.	UNIT	ORIGINAL	UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY PREVIOUS	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
A 76 Raised Pavement Marker, Type 2	Hund	1.30	\$545.00	\$708.50					1.80	\$981.00		Statement of the last	1.80	\$981.00			1.80	\$981.0
A 77 Cement Concrete Driveway Entrance	SY	205.00	\$45.00	\$9,225.00	Samuel Control		209.30	\$9,418.50	179.10	\$8,059.50		Burn Street, Street,	388.40	\$17,478.00			388.40	\$17,478.0
A 78 Single 6-ft, Coated Chain Link Gate, Black Vinyl	EA			\$1,200.00					1.00	\$1,200.00		Second Second	1.00	\$1,200.00 \$123,685.97			3,989.87	\$1,200.0
A 79 Cement Concrete Sidewalk A 80 Cement Concrete Curb Ramp, Type 1	SY			\$135,377.00			2,473.60	\$76,681.60 \$7,650.00	1,516,27	\$47,004.37 \$6,800.00			3,989.87 17.00	\$14,450.00			17.00	\$14,450.0
A 81 Detectable Warning Surface	EA SF			\$14,450.00 \$4,320.00			90.00	\$2,160.00	40.00	\$960.00		BUT TO STATE OF THE	130.00	\$3,120.00			130.00	\$3,120.0
A 82 Querry Spalls	TN			\$8,470.00			4.60	\$253.00	40.00	9900.00		THE REAL PROPERTY.	4.60	\$253.00			4.60	\$253.0
A 83 Mailbox Support, Type 1, with Steel Post	EA			\$1,600.00			1.00		9.00	\$1,800.00		-	9.00	\$1,800.00		The second of	9.00	\$1,800.6
A 84 Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF		\$5.00	\$14,730.00	1,529.50	\$7,647.50			770.50	\$3,852.50			2,300.00	\$11,500.00	THE SHOW		2,300.00	\$11,500.0
84a Joint Utility Trench for Dry Utilities, Incl. Backfill Material	LF	954.00		\$4,770.00					950.00	\$4,750.00		78 198	950.00	\$4,750.00			950.00	\$4,750.0
A 85 Illumination System	LS			\$195,000.00	0.21	\$40,723.80	0.79	\$154,276.20	-				1.00	\$195,000.00			1.00	\$195,000 0
A 86 Traffic Signal Systems A 87 Conduit Pipe, 1-1/4* Dia, Lighting Conduit	LS LF	822.00	\$190,000.00	\$190,000.00 \$822.00	0.11	\$20,330.00	0 270	\$51,300.00	0.62	\$118,370.00		No. of Concession, Name of Street, or other party of the Concession, Name of Street, or other pa	1.000	\$190,000.00			1.00	3130,000.
A 88 Conduit Pipe, 2: Dia, Lighting Conduit	L.F			\$264.00						-								- Commence
A 89 Permanent Signing	LS			\$7,000.00				at we settlement	1.00	\$7,000.00			1.00	\$7,000.00		(	1.00	\$7,000.0
A 90 Paint Line, 4" Yellow	L,F	6100.00	\$0.35	\$2,135.00					7,919.00	\$2,771.65	AN 2 300 - 10	LOS DE LOS DE LA COMPANION DE	7,919.00	\$2,771.65			7,919.00	\$2,771.6
A 91 Painted Wide Line, 8" White	LF		\$0.45	\$2,880.00					6,488.00	\$2,919.60	E//Wysisses		6,488.00	\$2,919.60			6,488.00	\$2,919.6
A 92 Plastic Bicycle Lane Symbol	EA			\$3,200.00					9.00	\$2,880.00		WHEN VALUE	9.00	\$2,880.00			9.00	\$2,880.0
A 93 Plastic Traffic Arrow	EA			\$3,105.00					24.00	\$3,240.00			24.00	\$3,240.00			24 00 812 90	\$3,240. \$3,658
A 94 Plastic Crosswalk Line A 95 Plastic Stop Line	SF LF		\$4.50	\$13,500.00 \$714.00					812.90	\$3,658.05			812.90 54.00	\$3,658.05 \$378.00			812 90 54 00	\$3,658.0
A 96 Pond Excavation, Incl. Haul	CY			\$23,500.00			2,957.00	\$29,570.00	54.00	\$378.00	ALCOHOLD TO THE		2,957.00	\$29,570.00			2,957.00	\$29,570.0
A 97 Pond Excavation for Embankment	CY	2200.00		\$17,600.00			1,408.00	\$11,264.00					1,408.00	\$11,264.00	THE PERSON		1,408.00	\$11,264,
A 98 Construction Geotextile for Separation	SY	1825.00	\$1.50	\$2,737.50			1,892.00	\$2,838.00			MATERIAL PROPERTY.	-	1,892.00	\$2,838.00	to the transfer of	THE PERSON NAMED IN	1,892.00	\$2,838.
A 99 Recycled Asphalt Concrete Aggregate 1 1/4"	1.8			\$6,030.00			1.00	\$6,030.00			100000000000000000000000000000000000000		1.00	\$6,030.00			1.00	\$6,030,
A 100 Ductile Iron Pipe for Storm Sewer Culvert, 12" Dia	LF	36.00	\$35.00	\$1,260.00			36.00	\$1,260.00			STATISTICS.	The second second	36.00	\$1,260.00	0		36.00	\$1,260.
A 101 Corrugated Polyethylene Storm Sewer Pipe, 8" Dia.	LF			\$6,420.00			136.00	\$2,720.00			A-IVIII-06	DESTRUCTION OF	136.00	\$2,720.00			136.00	
A 102 Corrugated Polyethylene Storm Sewer Pipe, 12' Dia. A 103 Corrugated Polyethylene Storm Sewer Pipe, 24' Dia.	LF LF	101.00 329.00		\$2,424.00			86.00	\$2,064.00				Sentence of	86.00	\$2,064.00 \$23,820.00			86.00 397.00	\$2,064
A 104 Cetch Basin, Type 1	EA			\$19,740.00			397.00	\$23,820.00					397.00	\$23,820.00		-	1.00	
A 105 Manhole 60° Dia., Type 3	EA			\$3,500.00	0.60	\$2,100.00	1.00	\$1,700.00	0.40	\$1,400.00			1.00	\$3,500.00			1.00	
A 106 MH 60°, Type 3 Pond Outlet Str. & Sediment Trap	EA	1.00		\$4,300.00	0.60	\$2,100.00	1.00	\$4,300.00	0.40	\$1,400.00			1.00				1.00	
A 107 Emergency Overflow Weir	LS	1.00	\$2,800.00	\$2,800.00		manufet management	1.00	\$2,800.00			11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	SECTION 1	1.00	\$2,800.00	THE PARTY OF THE PARTY OF	AND DESCRIPTION OF THE PERSON	1.00	\$2,800
A 108 Outfall Dispersion Trench, 8° Dia.	LF			\$1,000.00			20.00	\$1,000.00		Strong Williams		THE RESERVE	20.00	\$1,000.00			20.00	\$1,000
A 109 Outfall Dispersion Trench, 12" Dia.	LF			\$720.00			10.00	\$720.00			MENT OF STREET	Design of the last	10.00	\$720.00			10.00	
A 110 Coated Chain Link Fence, Black Vinyl, Type 3	LF		\$18.00	\$16,470.00					877.00	\$15,786.00	Best Cheal	No. of Concession, Name of Street, or other Persons, Name of Street, Name of S	877.00	\$15,786.00			877.00	
A 111 Double 20-ft, Coated Chain Link Gate, Black Vinyl	EA			\$4,200.00			-		2.00	\$4,200.00		CONTRACTOR S	2.00	\$4,200.00			2.00	\$4,200
A 112 Single 6-ft, Coated Chain Link Gate, Black Vinyl A 113 Tapered End Section w/Type 4 Safety Bars, 24" Dia.	EA			\$2,400.00					100	4000.00			1.00	\$850.00			1.00	\$850
A 114 Quarry Spalls	TN	180.00		\$3,960.00	87.60	\$1,927.20			1.00	\$850.00			87.60	\$1,927.20			87.60	\$1,927
A 115 Modular Block Wall - Retaining Wall C	SF			\$14,500.00	07.00	31,021.20	782.60	\$7,826.00	86.90	\$869.00	KIND OF VIOLE	District Control	869.50	\$8,695.00	-		869.50	
A 116 Field Office Building	LS			\$4,500.00	0.80	\$3,600.00			0.20	\$900.00	New York In	Surgarine Sta	1.00	\$4,500.00		the state of the state of	1.00	\$4,500
A 117 Wetland Magation Planting	LS	1.00		\$43,000.00				warmen and the same	1.00	\$43,000.00		RANGE OF STREET		- X	1.00	\$43,000.00	1,00	\$43,000
A 118 Project Documentation (\$25,000 Min. Bid)	LS	1.00	\$25,000.00	\$25,000.00								STORES OF THE	K .					
Subtota	ıl			\$3,533,887.25		\$1,129,508.75		\$1,744,924.15		\$901,023.72				\$3,697,157.87		\$78,298.75		\$3,775,456
chedule A Change Orders	I					-0-7/2												
A 1 Item A-CCO #1 Portable Message Signs	-	1.00				\$1,200.00							1.00	\$1,200.00			1.00	
Item B-CCO #2 Removal of Storage Shed	-	1,00				\$800.00						The same of the sa	1.00	\$800.00			1.00	\$800
Item C-CCO #3 Change Unit Measure from CY to LS Item D-CCO #4 Change Unit Measure from CY to Ton	-	1.00				No Cost			-		RESOURCE AND A SECOND		1.00	No Cost			1.00	
A 2 Item A-CCO-#6 Pipe Conflict @ West-Stm Facility	1	1.00		= =		No Cost							1.00	No Cost			1.00	No.C
Item B-CCO #7 GRI Memo Waiving WSDOT Compaction	Sids	1,00					1.00	No Cos			BALL BOOK AND	HEREN STATES	1.00	No Cost			1.00	No 6
A 3 Item K-CCO#6-Revised Storm Facility Pipe Conflict		1.00			1.00	\$3,590.00	1,00		1		REDEVIL BOTH	I DOWN TO SEE	1.00	\$3,590.00			1.00	
Item L-Add.#2 Quantity Increase of Topsoli Type A		1.00			1.00	\$5,500.00					MSW/MARKED	CONTRACTOR AND	1.00	\$5,500.00			1.00	\$5,500
						\$11,090.00							The state of the s	\$11,090.00				\$11,090
Schedule B	_												-				-	
B 1 Shoring, Trench Safety System (\$1.00 min.)	LF	1447.00	\$1.00	\$1,447.00	THE RESERVE OF THE PERSON NAMED IN		THE RESERVE AND ADDRESS OF THE PERSON NAMED IN		Contract of the last	SPECIAL	329.00	5329.00	329.00	\$329.00			329.00	\$329
Water		1 1007.00	1 91.00 [	\$1,447.00							329.00	8029.04	329.00	3329.00			32.0	4,000
B 2 Ductile Iron Pipe for Water Main, 6" Dia.	UF	8.00	\$50.00	\$400.00	THE REAL PROPERTY.	THE SHE	The same of the sa		The state of the s		10.00					The brownings	10.00	\$500
B 3 Ductile Iron Pipe for Water Main, 8" Dia	LF		\$52.00	\$3,328.00	PERSONAL PROPERTY OF					1/25/100	60.00		60.00	\$3,120.00			60.0	\$3,120
8 4 Ductile Iron Pipe for Water Main, 12" Dia.	LF		\$55.00	\$57,750.00			Water Street !		The state of the s		1,054.00			\$57,970.00			1,054.0	
B 5 Blowoff Assembly B 6 Gate Valve, 6-inch	EA EA	1.00		\$1,300.00 \$1,000.00	The second second second		The second secon		The state of the s		1.00				-		1.0	\$1,300 \$1,000
B 7 Gate Valve, 8-inch	EA			\$1,400.00		- 100	LANGUAGE CO.		BUT	Total Sales	1.00	0 \$1,000.00 \$1,400.00	1.00		Water Street		1.0	\$1,400
B 8 Butterfly Valve, 12-inch	EA	1.00		\$1,650.00	LOVE HOVE					C-971/01/C-12	1.00	0 \$1,650.00	1.00	\$1,650.00	Total Control		1.0	
3 9 Adjust Valve Box	EA			\$2,025.00	STREET, STREET	VICTOR BEARING	Harmon primarie	NA THE	ACCORDING TO SHARE	NI WATER THE	7.00						7.0	0 \$1,57
3 10 Hydrant Assembly	EA		\$3,000.00	\$3,000.00	The second		THE RESIDENCE	NICHE KINDS	RIGHT STATE OF		1.00		1.00	\$3,000.00	and the same		1.0	
3 11 Resetting Existing Hydrant	EA			\$1,600.00	Carta Carta		Per la proper de la constante	THE RESERVE	Service State		THE PERSON NAMED IN				Section of the Contract of the			1
B 12 Service Connection, 2" Dis., Irrigation	EA			\$3,000.00		Spill allows	SECTION S.	STATE OF STREET		100000	1.00						1.0	
B 13 Remove & Replace AARV Assembly B 14 Comb. Air Refease/Air Vacuum Valve Assembly, 2-Inch	EA EA		\$500.00	\$600.00			The state of the s				1.00						1.0	
St. 15 Valve Assembly, 2-Inch				\$1,700.00 \$3,200.00				5			1.0						1.0	
B 15 Manhole 48" Dia., Type 3	EA	1.00																

CITY OF CAMAS PROJECT NO. 5-545 DESCRIPTION: NW 36th Ave/SE 20th St. Extension Readway Improvements, Ph. 1 PAY ESTMATE #9 Council Meeting Date: December 16, 2013 Work Period Date: November 11, 2013 to December 10, 201:	Phone Origin	OX 1900 E GROUND, W.: (360) 687-1148			STP Fundin (Expenditures \$1,140,0 Expenditur Groo	not to Exceed (89.00) es to Date	(Expenditures \$1.71 Expenditu	ing Tracking i not to Exceed S MIL.) ires to Date sup 2	PWTF Fundi (Expenditures af Expenditure Gro	res to Date	WTR/SWR Fundi (Schedule B Iti Expenditures Group	ems Only) s to Date	Previous Est	imate #	Current Est	imate #	Totals to	
ITEM DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL TO DATE
NO.	_	QUANTITY	PRICE	TOTAL						_			PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	\$1,794.00
B 16 PVC Senitary Sewer Pipe, 10" Dia. (ASTM D3034)	UF	41.00	\$46.00	\$1,886.00							39.00	\$1,794,00	39.00	\$1,794.00			39.00	\$17,400.00
B 17 PVC Sanitary Sewer Pipe, 10" Dia (ASTM 02241)	UF	284.00	\$60.00	\$17,040.00	CREATE STATE					Distance of the latest of	290.00	\$17,400,00	290.00	\$17,400.00			1.00	\$3,700.00
B 18 Plug Valve, 10-inch	EA	1.00		\$3,700.00		OF PERSONS ASSESSED.	A PARTY NAMED IN COLUMN	Printer Street, or other	Charles Add	The second second	1.00	\$3,700,00	1.00	\$3,700.00				\$1,200.00
B 19 Step AARV (Non-Traffic Rated)	EA	1.00		\$1,200.00						STATE OF THE PARTY.	1.00	\$1,200.00	1.00	\$1,200.00			1.00	
B 20 Testing Sewer Pipe	LF.	325.00	\$1.00	\$325.00		A PORT OF THE PARTY OF	A STATE OF THE PARTY OF THE PAR	March St.		A PORT OF THE	329.00	\$329.00	329.00	\$329.00			2.00	\$329.00 \$800.00
B 21 Sewer Cleancut	EA	2.00	\$400.00	\$800.00	-	STATE OF THE PARTY.	AND DESCRIPTION OF THE PERSON NAMED IN				2.00	\$800.00	2.00	\$800.00			2.00	
Sub	total			\$108,251.00								\$105,567.00		\$105,567.00				\$105,567.00
Schedule B Change Orders																		
B 1 Item E-CCO #5 Installation of Soil Filter		1.00	\$1,250.00	_	AND RESIDENCE	The state of the s	HARMAN COLUMN	DESCRIPTION OF REAL PROPERTY.	AND RESIDENCE.	Name and Address of the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, where the Owner, which is the Owner, whic	-1.00	(\$1,250.00)	-1.00	(\$1,250,00)			-1.00	(\$1,250.00)
B 2 Item C-CCO #6 Additional 4-inch Gravity Line to Pmg State	22		\$12,105.00	-			In Contract of the	WHEN SHEET AND	The same of the sa	-	1.00	\$12,105.00	1.00	\$12,105.00			1.00	\$12,105.00
item D-CCO 89 Additional 4-1" Wir Taps/2-2" Swr Tap	0.		\$10,813.61		OCCUPANT .		THE PERSON NAMED IN	Maria Carlo		Her Landson	1.00	\$10,813.61	1.00	\$10,813.61			1.00	\$10,813.61
				-								\$21,668,61		\$21,668.61				\$21,668.61
	ANGE ORD	RACT TOTAL ERS TO DATE SUBTOTAL DULE B ONLY IL CONTRACT	•	\$3,542,138.25 \$3,642,138.25 \$9,093.08 \$3,651,231.33	STP TOTAL CO'S To Date Subscrall Total	\$1,129,508,75 \$11,090,00 \$1,140,598,75 \$1,140,598,75	TIB Total CO'S To Date Subtotal Total	\$1,744,924.15	PWTF Total CO'S To Date Subtotal Total	\$901,023.72	CO'S To Date Subtotal Sales Tax (8.4%)	\$105,567,00 \$21,668,61 \$127,235,61 \$10,687,79 \$137,923,40	Previous Estimate CO'S To Date Subtotal Sales Tax (8.4%) Total	\$3,802,724,87 \$32,758,61 \$3,835,483,48 \$10,687,79 \$3,846,171,27	CO'S To Date Subtotal Sales Tax (8.4%)	\$76,298.75 \$78,298.75 \$76,298.75	Totals to Date CO'S To Date Subtotal Sales Tax (8.4%) Total	\$3,881,023,62 \$32,758,61 \$3,913,782,23 \$10,687,79 \$3,924,470,02
Sch. A STP - Account Number: 313-4 Sch. A TIB - Account Number: 313-4 Sch. A PWTF - Account Number: 313-4 Sch. B: Water Account Number: 324-4 Sch. B: Sewer Account Number: 424-4 Sch. B: - Sewer Account Number: 424-4 Sch. B	0-595-300-6 0-595-300-6 0-594-340-6 0-594-350-6 9-522-230-3	5 5 5 5 5 5 5 5 5 5 5 7 8	\$78,298.75 \$78,298.75 Contractor	Previous Totals \$1,140,598.76 \$1,744,924.15 \$822,724.97 \$85,562.85 \$39,109-65 \$3,846.11.27	\$1,744,924,25 \$901,023,72 \$95,562,85 \$39,108,55 \$3,282,00 \$3,924,470,12	11 - 3	5 mil.) etter STP/TIB)	Dry Utilities Not TiB Dry Utilities Moved to bile (Totals to Date):	5137,923.40		12/9/13 Date							

	FCAMAS		PAY ESTIMATE		FIVE - FINAL			Michael Green C	onstruction, Inc.		
	CT NO. P-874A		PAY PERIOD:		4/6/2013 Through 4	1/15/2013		PO Box 142			
	Name:							Washougal, WA	98671		
ouis E	lloch Park Restroom CDBG Project		Original Contract	Amount:	\$149,179.72			360.518.1476			
								360.817.9948 fa	x		
ITEM	DESCRIPTION	UNIT	ORIGINAL	UNIT	CONTRACT	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
NO.			QUANTITY	PRICE	TOTAL	PREVIOUS	PREVIOUS	THIS EST.	THIS EST.	TO DATE	TO DATE
			1 40,					1	1		
	SCHEDULE "A" - PARKS								,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
1	MOBILIZATION	LS	1,00	\$7,000.00	\$7,000.00	1.00	\$7,000.00		\$0,00	1.00	\$7,000.00
2	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1.00	\$1,800,00	\$1,800.00	1.00	\$1,800.00		\$0.00	1.00	\$1,800.00
3	CLEARING & GRUSBING	LS	1.00	\$1,600.00	\$1,600.00	1.00	\$1,600.00		\$0.00	1.00	\$1,600.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1.00	\$2,180.00	\$2,180.00	. 1.00	\$2,160.00		\$0.00	1.00	\$2,180.00
5	ROADWAY EXCAVATION INCLUDING HAUL	CY	43.00	\$21.00	\$903.00	43.00	\$903.00		\$0,00	43.00	\$903.00 \$919.60
<u>6</u> 7	CRUSHED SURFACING TOP COURSE CRUSHED SURFACING BASE COURSE	TN TN	38.00 22.00	\$24.20 \$24.20	\$919.60 \$532,40	38.00 22.00	\$919,60 \$532,40		\$0.00 \$0.00	38.00 22.00	\$532.40
8	HMA CL. 1/2", PG 64-22	TN	13.00	\$275.00	\$3,575,00	13.34	\$3,668,50		\$0.00 \$0.00	13.34	\$3,668.50
9	EROSION CONTROL AND WATER POLLUTION CTRL	LS	1.00	\$2,000.00	\$2,000,00	1.00	\$2,000,00		\$0.00	1.00	\$2,000.00
10	ROADSIDE RESTORATION	LS	1.00	\$2,000.00	\$2,000.00	1.00	\$2,000,00		\$0.00	1.00	\$2,000.00
11	CEMENT CONCRETE TRAFFIC CURB	LF	67.00	\$18.10	\$1,212.70	64.00	\$1,158,40		\$0.00	64,00	\$1,158,40
12	CEMENT CONCRETE PEDESTRIAN CURB	LF	32.00	\$18.10		33.50	\$606.35		\$0.00	33.50	\$606.35
13	CEMENT CONCRETE SIDEWALK	SY	73.00	\$54.50	\$3,978,50	73.00	\$3,978.50		\$0.00	73.00	\$3,978.50
14	CEMENT CONCRETE SIDEWALK RAMP, TYPE 2	EA	1.00	\$1,800.00		1.00	\$1,800.00		\$0.00	1.00	\$1,800.00
15	WHEEL STOP	EA	2.00	\$125.00	\$250.00	2.00	\$250.00		\$0.00	2.00	\$250.00
16 17	IRRIGATION SYSTEM RESTROOM	LS LS	1.00	\$1,250.00 \$66,615.00	\$1,250.00 \$66,615.00	1,00	\$1,250.00		\$0.00	1.00	\$1,250.00 \$66,615.00
18	RESTROOM ACCESSORIES	LS	1.00	\$5,000.00	\$5,000.00	0.98 0.50	\$65,282.70 \$2,500.00		\$1,332.30 \$2,500.00	1.00	\$5,000.00
19	ELECTRICAL SYSTEM	LS	1.00	\$16,500.00	\$16.500.00	0.00	\$2,500.00		\$16,500.00	1.00	\$16,500.00
20	PROJECT DOCUMENTATION	LS	1.00	\$5,000.00		0.75	\$3,750.00		\$1,250.00	1.00	\$5,000.00
					, , , , , , , , , , , , , , , , , , , ,						
	Parks Subtotal (Items 1-20):	····			\$124,695.40		\$103,179,45		\$21,582.30		\$124,761.75
	Sales Tax. (items 1-20)	Rate.	8.4%		\$10,474.41		\$8,667,07		\$1,812.91		\$10,479.99
	Parks Total:				\$135,169.81		\$111,846 52		\$23,395.21		\$135,241.74
	SCHEDULE "B" - WATER							·			
22	SERVICE CONNECTION, 1 INCH DIA.	EA	1.00	\$4,000.00	\$4,000,00	1.00	\$4,000,00	0.00	\$0.00	1.00	\$4,000.00
	Water Subtotal: (/tem 22)				\$4,000.00		\$4,000.00		\$0.00		\$4,000.00
	Sales Tax: (Item 22)	Rate:	8.4%		\$336.00		\$336.00		\$0.00		\$336.00
	Water Total:				54,336.00		\$4,336.00		\$0.00		\$4,336.00
	SCHEDULE "C" - SEWER	· · · · · · · · · · · · · · · · · · ·				······································		·····			
21	TRENCH SAFETY SYSTEM (MINIMUM BID \$1/L.F.)	LF	100.00	\$6,00	\$600.00	100,00	\$600.00	0,00	\$0.00	100.00	\$600.00
23	PVC SANITARY SEWER PIPE, 6 INCH DIA.	LF	57.00	\$56.00	\$3,192.00	100.00 57 00	\$3,192.00		\$0.00	57.00	\$3,192.00
24	ABS COMPOSITE SEWER PIPE, 4 INCH DIA.	LF	33.00	\$30.12	\$993.96	33.00	\$993.96		\$0.00	33.00	\$993.96
25	SEWER CLEANOUT, 4 INCH DIA.	EA	1.00	\$300.00	\$300.00	1.00	\$300.00		\$0.00	1.00	\$300.00
26	SEWER CLEANOUT, 6 INCH DIA.	EA	1.00	\$400.00	\$400.00	1.00	\$400.00		\$0.00	1.00	\$400.00
27	CONNECTION TO DRAINAGE STRUCTURE	ΕA	1.00	\$1,500.00	\$1,500,00	1.00	\$1,500.00	0.00	\$0.00	1.00	\$1,500 00
28	RE-CHANNEL MANHOLE	EΑ	1.00	\$450.00	\$450.00	1.00	\$450.00	0.00	\$0.00	1.00	\$450.00
	Source Suistate! (Home 24, 22,00):		11		67.405.55	I	67.486.66	1 1	00.00	<u> </u>	07.100.00
	Sewer Subtotal (Items 21, 23-28): Sales Tax (Items 21, 23-28)	Rate:	8.4%		\$7,435.96		\$7,435.96		\$0.00		\$7,435.96
	Sewer Total:	nate:	0.476		\$624.62 \$8,060 58		\$624.62 \$8,060.58		\$0.00 \$0.00		\$624 62 \$8,060.58
	Const City,				90,000 58		30,000,08		\$0.00		S6,000.56
	SCHEDULE "D" - STORMWATER									· · · · · · · · · · · · · · · · · · ·	
29	UNDERORAIN PIPE, 3 INCH DIA.	LF	47.00	\$14,89	\$699.83	47.00	\$699.83	0,00	\$0.00	47.00	\$699.83
30	DRAIN PIPE, 3 INCH DIA.	LF	77.00	\$10.24	\$788.48	77.00	\$788.48		\$0.00	77.00	\$788.48
_50	OKAM FIFE, 3 INOTI DIM.	LF	77,00	\$10.24	\$768.48	77.00	\$788.48	0.00	\$0.00	77.00	

PROJECT NO	O. P-874A		PAY ESTIMATE PAY PERIOD: Original Contract		FIVE - FINAL 4/6/2013 Through 4 \$149,179.72	/15/2013		Michael Green C PO Box 142 Washougal, WA 360,518,1476	all transitions		
Louis Bloch	Paik Restroom ODBO Project		Original Contrac	L Amount.	\$145,175.72			360.817.9948 fa	x		
ITEM DESC	CRIPTION	UNIT	ORIGINAL QUANTITY	UNIT	CONTRACT	QUANTITY	TOTAL PREVIOUS	QUANTITY THIS EST.	TOTAL THIS EST.	QUANTITY TO DATE	TOTAL TO DATE
Sales	mwater Subtotal (Items 29-30): s Tax: (Items 29-30) mwater Total:	Rate:	8.4%		\$1,488.31 \$125.02 \$1,613.33		\$1,488.31 \$125.02 \$1,613.33		\$0.00 \$0.00 \$0.00		\$1,488.31 \$125.02 \$1,613.33
		SUBTOTA CHANGE ORDER SUBTOT SALES TAX	S TO DATE AL (8.4%)		ORIGINAL CONTRACT TOTAL \$137,619.67  \$137,619.67 \$11,560.05		TOTAL PREVIOUS \$116,103.72 \$0.00 \$116,103.72 \$9,752.71		TOTAL THIS EST. \$21,582.30 \$0.00 \$21,582.30 \$1,812.91		TOTAL TO DATE \$137,686.02 \$0.00 \$137,686.02 \$11,565.63
		TOTAL CON' LESS 5% RET TOTAL LESS	AINAGE		\$149,179.72		\$125,856.43 (\$5,805.19) \$120,051.25		\$23,395.21 (\$1,079.12) \$22,316.10		\$149,251.65 (\$6,884.30) \$142,367.34
WATER ACCT	. NUMBER: 300-00-594-760-63 . NUMBER: 424-00-594-340-65 . NUMBER: 424-00-594-350-65 . NUMBER: 419-00-594-530-65	THIS PA	Y EST. LESS RET. Y EST. LESS RET. Y EST. LESS RET. Y EST. LESS RET.	AINAGE	\$22,316.10 \$0.00 \$0.00 \$0.00						
F.I.		.1 1.13 Date	Contractor	0	C	4/19/1	1/3	Jam Project Manage	as Hack	9 4	H/30/13

AFC ENTERED Jb 4/30/13



## City of Camas Contract Change Order

å	Vá.		CONG	act Change Older	
		Order No.	3	Date <u>November 2</u>	25, 2013
Ý		Contract for _	P-862 Lacama	s Lake Lodge	
	A 10710	Το	JWC LLC	(Contractor)	
V	ara barahu	roomootod ta	a a para la constita di	,	fu
	ans and specif		comply with the	ne rollowing chang	es from the contract
	escription of C upplemental Plan		ations Attached)	Decrease in Contract Price	Increase in Contract Price
A.	Modifications to	Door Specifica	ations (LS).		\$ 2,401.55
В.	Revisions to Kit	chen Design, A	addition of Access	Ladder (LS)	\$ 14,919.62
C.	Misc. Design C	orrections and	Rework. (LS)		\$ 10,692.32
D.	Revisions to Of	fice Layout (LS	)		\$ 10,880.04
			Totals: Sales Tax:		\$38,893.53 3,267.06
		Net Change in	n Contract Price:		\$42,160.59

## NOTES:

- A. Review of plans showed the need for an additional door and other features to provide security for the kitchen and other facilities. (Ref. COP 3-R4, COP 25-R1, COP 29-R1(1&3)) Approved by Jerry Acheson.
- B. Review of the plans for the kitchen facilities showed the need for several plumbing changes, relocation of various fixtures, change in the range specifications, and the addition of an access ladder for maintenance, and installation of a colled security door for kitchen pass-through. (Ref COP 9-R1, COP 29-R1(2), COP 32) Approved by Jerry Acheson
- C. Installation of a number of items to comply with ADA requirements, installation of coir erosion mat in parking lot swale, inclusion of electrical power for AV projector & screen, and modifications required to comply with code for fire alarm equipment. (Ref COP 22, COP 26-R2, COP 31, COP 33, COP 34) Approved by Jerry Acheson.
- D. Interior office layout was changed to include room for a copier and to provide functional workspace for two staff members. (Ref COP 21) Approved by Jerry Acheson.

Continued on page 2 of 2.

Cih	nf i	Camas	Contract	Change	Order #3	for P-8	862. Lacamas	l ake l	anho	Page	2 of	2
V:1	· ·	Callias	COLLIGOR		Oluci mu	101 1	UUZ. Lataillas	Lanci	_OUUE.	raue	Z. (7)	۷.,

Mayor

The amount of the contract will be (decreased) (increased) by the sum of: Forty Two Thousand One Hundred Sixty and 59/100 dollars (\$42,160.59). The contract total (including tax) including this and previous change orders will be: One million eight hundred eighty six thousand one hundred forty three and 78/100 dollars (\$ 1,886,143.78). The contract period provided for completion will be (increased) (decreased) (unchanged): 210 calendar days. This document will become a supplement to the contract and all provisions will apply hereto. Requested Engineering Manager Dale Recommended Project Manager Date 126/13

Date

Approved

Return Address:

City of Camas PO Box 1055 Camas WA 98607

Grantor:

Lennar Northwest, Inc.

Grantee:

City of Camas

Abbreviated Legal:

Sec 8 T1N R3E WM

Assessors Tax Parcel No's:

125648000, 125647000, 125636000, and 125601000

Prior Excess Tax No.:

N/A

Other Reference No(s).:

N/A

## AGREEMENT

An AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Lennar Northwest, Inc., a Delaware corporation, hereinafter referred to as "Developer". Each of City and the Developer is hereinafter referred to as a "Party" and collectively as the "Parties."

## RECITALS

- 1. Developer is engaged in the process of subdividing certain real property located in the City of Camas into residential lots, which subdivision is known as Breckenridge, approved by City File Number SUB 06-08 for Clark County parcel numbers 125648000, 125647000, 125636000, and 125601000, and more particularly described on Exhibit A attached hereto.
- 2. As part of said development, Developer is required to construct certain street, sewer, and water improvements.
- 3. The preliminary plat approval issued by the City contains a condition (#30) requiring applicant to provide a capacity analysis of the existing Grand Ridge sanitary pump station that identifies any required mitigation measures that may be required and design sanitary sewer system improvements acceptable to the City prior to final engineering plan approval.
- 4. City and Developer have agreed that Developer will replace the existing Grand Ridge sanitary pump as set forth herein in exchange for City's payment to Developer of the additional costs incurred as a result of such improvements.

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- Section 1. IMPROVEMENTS: Developer shall design and construct the replacement sanitary pump for the existing Grand Ridge sanitary pump station. Such construction shall be provided in accordance with Pump Station Upgrade, by Olson Engineering, Inc., dated November 11, 2013, attached hereto as Exhibit "B" and incorporated by reference (the "Improvements").
- Section 2. INSTALLATION: Developer shall be responsible for furnishing all materials, labor, and equipment as may be necessary to install the Improvements. All work shall be accomplished in accordance with City's normal standards and requirements. Inspections and final approval shall be by City. Developer will obtain final approval for the Improvements prior to the City granting final acceptance of the Breckenridge Improvements.
- Section 3. BOND: In the event that the Improvements are not completed prior to final plat approval of Breckenridge, Developer shall post a performance bond or bonds or such other financial guarantee as may be satisfactory to City for the installation of the Improvements. Such bond or other financial guarantee shall be in such form and amount as is customarily required by City for similar projects.
- Section 4. COST: Developer shall pay all material, labor, equipment, and other costs associated with the installation of and engineering, surveying, and geotechnical costs required for said Improvements.
- Section 5. REIMBURSEMENT BY CITY: For such design and construction, Lennar shall contribute \$7,500 of the overall costs, and the City shall pay Lennar for the difference in the overall costs (the "Actual Reimbursement Cost"). Based on the engineer's estimate, attached and incorporated as Exhibit "C", the overall cost is projected to be \$85,000.00, which is an estimate only, but the Actual Reimbursement Cost shall not exceed five percent (5%) of such estimate.
- Section 6. PAYMENT BY CITY: Developer shall submit to City an invoice for the Actual Reimbursement Cost after completion of the Improvements. City shall pay the Actual Reimbursement Cost to Developer within thirty (30) days after receipt of the invoice for the Actual Reimbursement Cost.

## Section 7. MISCELLANEOUS

- 7.1 Assignability of Agreement. Upon consent of the other Party, this Agreement shall be fully assignable, in whole or in part, by either Party and shall bind and inure to the benefit of the Parties and their respective successors and assigns.
- 7.2 Defaults.
  - 7.2.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within thirty (30)

- days after the other Party has given written notice specifying the breach shall constitute a default by a Party. If the breach is of such a nature that it cannot reasonably be cured within such thirty-day period, the cure period shall be extended to such amount of time as is reasonable but only if the breaching Party promptly commences, and thereafter diligently prosecutes, such cure.
- 7.2.2 The exercise by either Party of any one or more of such remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.
- 7.3 Waivers. No covenant, term or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.
- 7.4 Entire Agreement/Modifications. This Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.
- 7.5 Captions. The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.
- 7.6 Gender/Singular/Plural. Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.
- 7.7 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7.9 Counterparts and Effective Date. This Agreement shall not be effective until the time of full execution by all parties hereto. This Agreement may be executed by facsimile copy and in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(Signatures on following page)

BRECKENRIDGE AGREEMENT VS 1119	213	Page 5
CITY OF CAMAS		
By:	DATED thisday of	, 2013.
By:Scott Higgins, Mayor		
STATE OF WASHINGTON )		
COUNTY OF CLARK )		
the State of Washington, duly commission known to be the individual who executed	, 2013, before me, the undersigned Nota oned and sworn, personally appeared d the within and foregoing instrument, and a act and deed for the purposes therein mentior	, to m cknowledged said
IN WITNESS WHEREOF, I ha	ve hereunto set my hand and affixed my offi	cial seal this
	Notary Public in and for the State o Washington, residing at My commission expires:	
LENNAR NORTHWEST, INC., a Delaware corporation  Ryan M. Selby  Vice President	DATED this 10 <sup>th</sup> day of December	, 2013.
STATE OF WASHINGTON ) COUNTY OF CLARK )	SCOTT BRANDON SANTOS Notary Public State of Washington My Commission Expires July 03, 2016	
the State of Washington, duly commission known to be the individual who executed	ER, 2013, before me, the undersigned Notae oned and sworn, personally appeared <u>RYAN</u> I the within and foregoing instrument, and a ct and deed for the purposes therein mention	<mark>ท. ระเธฯ</mark> , to m cknowledged said
IN WITNESS WHEREOF, I have day of <u>December</u> , 2013.	ve hereunto set my hand and affixed my office	cial seal this
htu con	Notary Public in and for the State of Washington, residing at Vancouver,	

6

### Exhibit A

## PARCEL I

A parcel of property in the Joel Knight Donation Land Claim located in the West half of the Northeast quarter and the East half of the Northwest quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of Section 8;

THENCE South 89°29'34" East along the North line of said Northeast quarter 419.94 feet to that Agreed Boundary Line as described in that Agreement to Fix location of Common Boundary Line between Allen Hanna, et al, and recorded under Auditor's File No. 9005180226, records of Clark County;

THENCE South 01°25'41" West along said Agreed Boundary Line 473.79 feet;

THENCE South 02°17'44" West along said Agreed Boundary Line 254.90 feet to the Easterly extension of the North line of that parcel of property described as Parcel I and conveyed to Allen and Marla Hanna by deed recorded under Auditor's File No. 8801060092, records of Clark County;

THENCE North 89°28'36" West along said Easterly extension and along the North line of said Hanna parcel 335.25 feet to the Northwest corner thereof;

THENCE South 04°25'19" West along the West line of said Hanna parcel 9.25 feet to the Northeast corner of that parcel of property conveyed to Sanny and Nadine Huey by deed recorded under Auditor's File No. 9211130011, records of Clark County and the TRUE POINT OF BEGINNING:

THENCE South 04°25'19" West along the East line of said Huey parcel and the Southerly extension thereof 740.85 feet to the North line of Grand Ridge Phase IV, a subdivision recorded in Book 311 at Page 367, Clark County records;

THENCE North 87°17'04" West along said North line 292.48 feet to the West line of said Knight Donation Land Claim:

THENCE North 04°25'19" East along said West line 729.48 feet to the Northwest corner of said Huey parcel;

THENCE South 89°30'25" East along the North line of said Huey parcel 293.04 feet to the TRUE POINT OF BEGINNING.

A parcel of property in the Joel Knight Donation Land Claim located in the West half of the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of said Section 8;

THENCE South 89°29'34" East along the North line of said Northeast quarter 419.94 feet to the Agreed Boundary Line as described in that Agreement to Fix Location of Common Boundary Line between Allen Hanna et al, and recorded under Auditor's File No. 9005180226, records of Clark County;

THENCE South 01°25'41" West along said Agreed Boundary Line 473.79 feet;

THENCE South 02°17'44" West along said Agreed Boundary Line 254.90 feet to the Easterly extension of First American Title

Form No. 1068-2 Commitment No.: 4283-2032808 ALTA Plain Language Commitment Page 4 of 11

the North line of that parcel of property described as Parcel I and conveyed to Allen and Marla Hanna by deed recorded under Auditor's File No. 8801060092, records of Clark County and the TRUE POINT OF BEGINNING;

THENCE South 02°17'44" West along said Agreed Boundary Line 283.73 feet; THENCE South 01°49'08" West along said Agreed Boundary Line 380.47 feet;

THENCE South 01°49'08" West along the Southerly extension of said Agreed Boundary Line 71.52 feet to the most Northerly Northwest corner of Lot 25 of Grand Ridge Phase I as recorded in Book 310 of Plats at Page 590, records of Clark County;

THENCE South 01°49'08" West along the West line of said Lot 25 a distance of 26.94 feet to an interior angle point in said Lot 25;

THENCE North 87°17'04" West along the North line of said Plat of Grand Ridge Phase 1 and the North line of the Plat of Grand Ridge Phase IV as recorded in Book 311 of Plats at Page 367, records of Clark County, 366.91 feet to the Southerly extension of the West line of Parcel V as conveyed to Alan and Maria Hanna by said deed recorded under Auditor's File No. 8801060092, Clark County records;

THENCE North 04°25'19" East along said Southerly extension, and along the West lines of Parcel V, II and I of said Hanna tract 750.10 feet to the Northwest corner of said Parcel I;

THENCE South 89°28'36" East along the North line of said Parcel I a distance of 335.25 feet to the TRUE POINT OF BEGINNING.

### Exhibit B

## Pump Station Upgrade - Scope

## November 11, 2013

The scope of the proposed Grand Ridge Pump Station Improvements is as follows:

- Replace existing 11 HP pumps with Flygt NP3153.095SH Submersible Pumps with 17 HP, 460V, 3PH FM Motors. (2 Pumps)
- Replace existing guiderails, discharge elbows and vertical discharge lines. Discharge lines to be stainless steel. (2 Guiderail Systems)
- Install temporary bypass system to collect effluent from upstream cleanout and discharge to force main downstream of pump station.
- Pump down pump station and dispose of effluent at an approved dump site.
- Provide and install two (2) size 2 motor starters and breakers to fit.
- Run new wiring to line side of breakers and motor starters.
- Disconnect existing motor leads and connect new leads to existing 60A pin and sleeves.
- Provide and install control wiring to allow only one (1) pump to run at a time using the high alarm from the pit floats.
- Analysis of existing and proposed pump station systems by Olson Engineering with development of associated report.
- Coordination of pre-design, bidding and construction.
- Pump Installer to test new pumps prior to transfer to City.
- Electrical Contractor to test all new systems prior to transfer to City.

## The scope does not include:

- Any upgrades to the level sensors within wet well.
- Any upgrades to odor control systems.
- Any upgrades or modifications to control panel other than identified within the above scope.
- Modifications to be made to any of the other existing systems or structures.
- · City permits and/or inspection fees required.
- No warranty on any existing materials and equipment to remain.

## Exhibit C

## Pump Station Upgrade - Engineer's Estimate

Cost	of the	above	work	will	be:
------	--------	-------	------	------	-----

Pumps, Rails, Discharge Elbows, SS piping, Misc Accessories -

\$38,475 (Whitney Equipment Co. Inc.)

Tax Estimate on Pumps and Accessories -

\$3,232

Installation of Pumps, Rails and Piping, Wet Well Pumping and Bypass System, including tax -

\$11,816 (Phoenix Excavating)

Additional Day of work if needed -

\$5,000

Modifications to Electrical System, including tax -

\$4,824 (Prairie Electric)

Analysis of existing and proposed system, coordination, construction administration, including tax -

\$8.672 (Olson Engineering, Inc.)

Sub-total -

\$72,019

15% Contingency -

\$10,803

Total Cost of Project -

\$82,822

## Therefore, Estimated Engineers Estimate -

\$85,000

## Attachments:

- Proposal from Whitney Equipment Co. Inc.
- Proposal from Phoenix Excavating
- Proposal from Prairie Electric
- · Proposal from Olson Engineering Inc.



## **Whitney Equipment Company Inc**

Manufactures' Representative

7017 NE Hwy 99, S-118 Vancouver, WA 98665 Phone 360-694-9175 Fax 360-695-2389

Name: Company: Pater Tuck

Olson Englneering

Email:

peter@olsonengr.com

Phone:

Re:

Camas - Grandridge PS Expansion

Quotation

DATE

09/10/2013

Quote#! 19032

Quotation valid for 30 days Prepared by: Jason Morse

Phone: 360-694-9175 FAX: 360-695-2389 morse@weci.com

Comments or Special Instructions:

This quote does not include installation, electrical, or any other products and services not specifically listed.

All conduits, anchors, piping, fasteners, and interconnection supplied by others.

Quantity	Description	EACH	TOTAL
2	Flygt NP3153.095SH Submersible Pump - 275 Impeller, 4" Discharge	\$15,254.00	\$30,508.0
2	with 17HP, 460V, 3PH, FM Motor and 50' Power Cable	\$836.00	\$1,672.0
2	Accessories Kit - Upper Guide Bar Bracket, Lifting Chain, Fitting Kit	\$701.00	\$1,402.0
2	5401305 - 4" Discharge Elbow	\$707,00	\$1,414.0
80	2" sch 40 SS welded plpe	\$13,00	\$1,040.00
<del></del>			· <u>·</u> ··································
			<del></del>
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		Total:	\$36,036.00
		Start-up Estimate:	\$1,200.00
		Freight Estimate:	\$1,239.00

Please make purchase orders out to: Whitney Equipment Company Inc.

Freight: Included - FOB Factory, Prepaid and Add Terms: Net 30 days & per attached terms and conditions.

Lead Time: 8-10 weeks ARO Sales and/or use tax not included

## **♦**ITT

## FP/NP-3153

Water & Wastewater

## **Lift Station Dimensions**

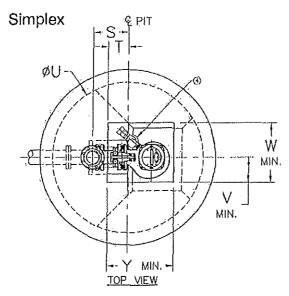
Issued: 2/09

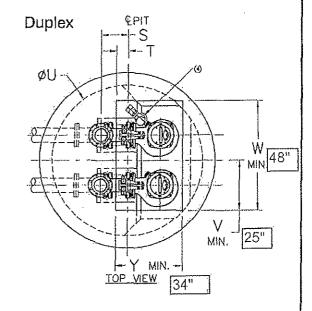
Supersedes: 2/08

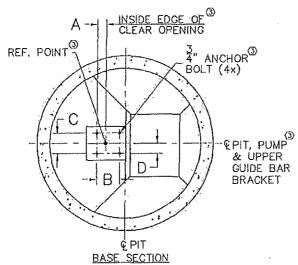
## O NOTES:

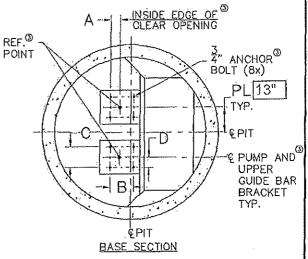
- 1. CONFIGURATION AND DIMS. SHOWN ARE SUGGESTED REQUIREMENTS ONLY. ALL DETAILS, INCLUDING SIZING OF PIT, TYPE, LOCATION AND ARRANGEMENT OF VALVES AND PIPING, ETC. ARE TO BE SPECIFIED BY THE CONSULTING ENGINEER AND ARE SUBJECT TO THEIR APPROVAL.
- TO THEIR APPROVAL.

  2. REFERENCE GENERIC DUPLEX LIFT STATION LAYOUT FOR ELEVATION VIEW.
- 3. LOCATE ANCHOR BOLTS USING INSIDE EDGE OF CLEAR OPENING AND PUMP CENTERLINE AS REFERENCE POINT, BOLT LOCATIONS MUST BE HELD TO MAINTAIN EXACT POSITION OF PUMP TO CLEAR OPENING,
- 4. ITT FLYGT MIX-FLUSH VALVE.









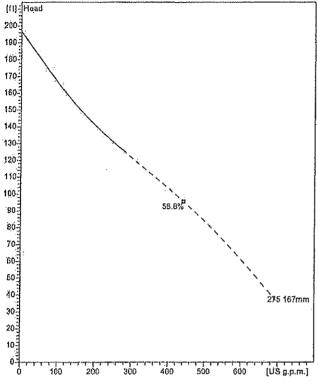
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		NOM.	UE BOLOVI						S	MP	LEX	<b>(</b>		Г		D	UPL	EX			
МО	DEL	SIZE	VERSION	A	В.	C	D	S	T	U	LV.	W	Υ	S	$\mathbf{I}$	U	PL	V.	W	Y	
FP.	<u>(NP</u>	3"	SH	22	98	8	4	21	151	72	9	27	29	188	t2)	72	.11	20	49	291	
FP/	ME	4"	SH	24	98	8	4	197	13#	72	9	27	292	163	10.	72	11	20	49	29 į	
FP,	/NP	4"	HT	.27	98	8	4	191	131	72	11	271	30}	161	10	72	11	22	49)	302	
FE)	NP	6"	MT	48	11	10	5	178	92	72	12	283	32	127	54	72	12	24	521	32	
Ň	P	8"	LT	52	11	10	5	147	58	72	14	301	35	162	78	84	13	27	561	35	ı
N	Р	10"	LT	148	197	10	5	232	13	96	16)	352	40	16}	6	96	18	34)	712	40	



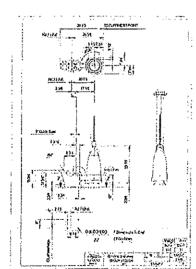
## NP 3153 SH 3~ 275

## Technical specification

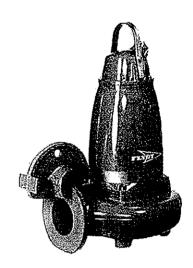


Curva according to: ISO 9905

installation: P - Semi permanent, Wet







Note: Picture might not correspond to the current configuration.

General
Patented self cleaning semi-open channel impeller, ideal for pumping in most waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

A CONTRACTOR OF THE CONTRACTOR ASSESSMENT OF THE CONTRACTOR OF THE	
lmpelier	
Impeller material	Grey cast from
Ouliet width	3 16/16 Inch
Inlet diameter	160 mm
Impeller diameter	167 mm
Number of blades	2
	0 Inch

Motor	
Motor #	N3153,181 21-18-2FB-W 17hp
Stator v arlant	1
Fraquency	60 Hz
Rated voltage	460 V
Number of poles	2
Pheses	ă-
Rated power	17 hp
Rated current	19 A
Starting current	141 A
Dated about	3500 rpm
Rated speed	agov this
Power factor	* .
1/1 Load	0.84
3/4 Load	0.92
1/2 Load	0.86
Efficiency	
1/1 Lpad	91,6 %
3/4 Load	92.0 %
1/2 Load	92.5 %
IVE FORG	02.0 /0
According to the second of the	and the contract of the second

Configuration

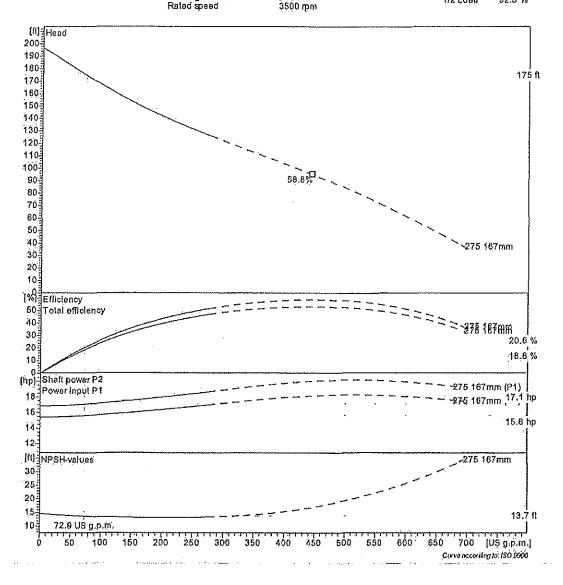


## NP 3153 SH 3~ 275

## Performance curve

FLYGT

Pump		Motor			
Outlet width Inlet diameter Impeller diameter Number of blades	3 15/18 Inch 150 mm 67/16" 2 0 Inch	Motor# Stator variant Frequency Rated voltage Number of poles	N3153.181 21-18-2FB-W 17hp 1 60 Hz 160 V	Power factor 1/1 Load 3/4 Load 1/2 Load	0.94 0.92 0.88
	VIIIOII	Pheses Rated power Rated current Starting current	3~ 17 tip 19 A 141 A	Efficiency 1/1 Load 3/4 Load 1/2 Load	91.0 % 92.0 % 92.5 %

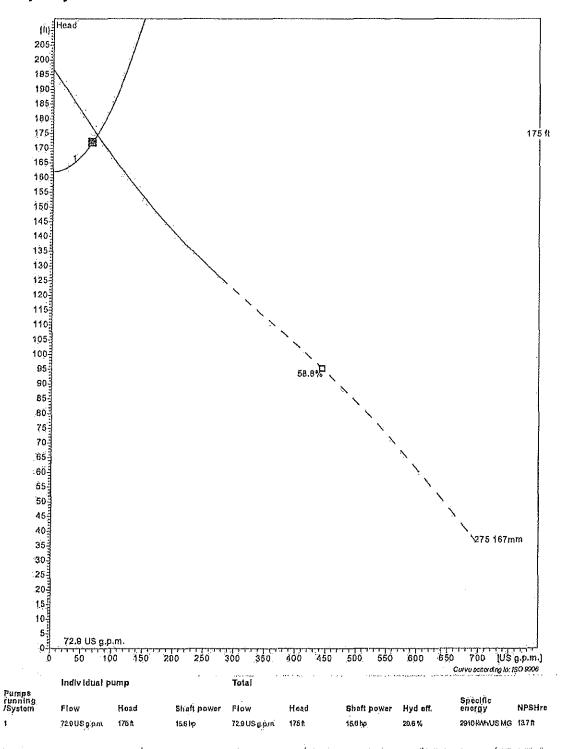




NP 3153 SH 3~ 275

**Duty Analysis** 





Project

Project ID

Created by

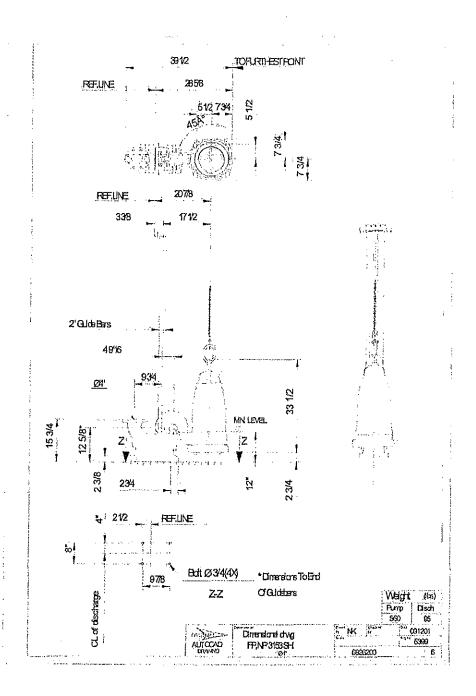
Crested on 2013-05-03

Lest update .



## NP 3153 SH 3~ 275 Dimensional drawing





Project

Project ID

Crusted by

Created on 2013-05-03

Last update

Phoenix Excavating, Inc. PO Box 820028 Vancouver, WA 98682 www.PhxExc.com

## Grand Ridge Pump Station Upgrade Proposal



Phone: 360-750-8737 Fax: 360-750-8749 Proposal: 1415 Date: 9/25/2013

То:	Project:
Mike Loomis Attn: Mike Loomis 2103 NE 129th St #100 Vancouver, WA 98686	Grand Ridge Pump Station Upgrade SE Grand Ridge Dr. SE Fernridge Dr. Camas, WA 98607

Estimator	
Paul Willocks	

## Scope of Work

Phoenix Excavating, Inc. will provide labor, materials, & supervision to set up temporary bypass system including Backup System (Pump Truck). From SE Grand Ridge Drive, Whisper Pump System will suck from existing cleanout upstream from wet well & hook up & pump into cam lock fitting in valve pit. Phoenix will then hose out & suck dry wet well using a septic truck (& disposal of waste at Sewer Manhole at Forest Home Park). Once wet well is sucked dry. Phoenix will then enter the wet well, remove existing slide rails, & pump discharge lines as necessary. If the discharge lines need to be replaced, as clarified by Olson Engineering, lines will be 4" wide 316 stainless steel & go from the pumps to the flange at the top of the wet well. Phoenix will provide piping for discharge line. After the lines are in place the new slide rails will be replaced. Slide rails & all other misc, materials to be provided by Others.

As discussed at 8/28/13 walk-thru with Olson & City of Camas, City will contact houses pumping into Station to turn off pumps before any Phoenix operations begin.

Estimated duration of work for Phoenix = 1 to 2 working days. Additional work days, if needed, to be billed at \$5,000 each additional day:

Reference Description	Quantity	UOM	Unit Price	Extended Price
32 Sanitary System: Offsite				
32.800 Pump Station Upgrade	1,0	LS	10,900.00	10,900.00
	Total 32 Sanitary System: Offs	ite	<b>31</b>	10,900.00
90 Sales Tax (8.4%)				
90.990 Sales Tax (8.4%)	1.0	LS	915.60	915.60
	Total 90 Sales Tax (8.4%)		•••	915.60

Phoenix Excavating, Inc. PO Box 820028 Vancouver, WA 98682 www.PhxExc.com

# Grand Ridge Pump Station Upgrade Proposal

PHOENIX.

Phone: 360-750-8737 Fax: 360-750-8749 Proposal: 1415 Date: 9/25/2013

To:	Pro	ject:				
Mike Loomis Attn: Mike Loomis 2103 NE 129th St #100 Vancouver, WA 98686	S	Grand Ridge Pump Station Upgrade SE Grand Ridge Dr. SE Fernridge Dr. Camas, WA 98607				
Estimator						
Paul Willocks						
		Р	roposal Total:	11,815.60		
pel in wo	Acceptance A	ergher billionerg				
Paul Willocks	Accepted by:					
	Title:					
	Date:					
Exclusions						
General Exclusions: Builder's Risk Insurance, Bond, Engineering, Po	ower, Permits, Ins	pections, Testin	g, Fees, Electrical,			
Specific Exclusions: All materials other than piping for discharge line typically not charged by City of Camas). Pump 9/11/13).	e, Replacement o Replacement. 'S	f Discharge Boo lip Type' Fittings	t/Base/Gasket. Dispo s (as clarified by Olsor	sal Fees (as n via email		
Phoenix Excavating Inc. assumes no liability for changes to the bid documents, or changes required subsurface, subterranean or latent physical condocuments. This proposal is valid for 30 days at the office at (360) 949-5093.	quired by governin dition at the site d	g agencies. Thi iffering from tho	s proposal specifically se indicated in the bid	excludes any		

8000 NE 88th Street Vancouver, WA 98665 PH: (360) 573-2760 FX: (360) 573-9866

## SCOPE LETTER / PROPOSAL

Proposal To:	Olson Engineering	Project Name:	Grandridge Pump Station
Attention:	Peter Tuck	Project Locations:	Camas, WA
Date:	8/1/13	Bid Date:	8/2/13
Fax:		Bid Time:	
Architect:		From:	Cameron Weaver
Elect. Eng.:			Estimator / Project Manager

Prairie Electric is pleased to furnish the following proposal:

Scope of Work: Electrical upgrades to upsize pumps at Grandridge Pump Station per specific inclusions.

## Specific Inclusions:

- 1) Electrical permit
- 2) Provide and Install (2) size 2 motor starters and breakers to fit
- 3) Run new wiring to line side of breakers and motor starters
- 4) Disconnect existing motor leads and connect new leads to existing 60A pln and sleeves.
- 5) Provide and install control wiring to allow only 1 pump to run at a time using the high high alarm from the plt floats.
- 6)

## Exclusions:

- 1) Utility fees of any kind
- 2) Motor soft start capability or any motor controls not listed above
- 3) PLC programming
- 4) Tax
- 5) Temp power / lighting
- 6) Bonding (available at 1.5% of bld amount)
- 7) Generator upgrades

We propose hereby to provide material and labor - complete in accordance with above specifications, for the sum of:

BASE BID :	\$4,450.00
Electrical work as described above.	
Payment to be as follows: Per Contract  Authorizing Signature:	



Practical expertise. Exceptional results.

Civil Engineering
Surveying
Planning
Landscape Design
Forestry

## Grand Ridge Pump Station Upgrade

Proposal for Engineering Services.

October 4, 2013

## **Scope of Services**

The scope of services includes the following:

- Research and obtain as-built and operation information on the Grand Ridge pump Station and complete a draw-down test on each of the existing pumps.
- Analysis of the existing Pump Station to determine system curve of force main, duty points of existing pumps and design flows based on basin areas.
- Analysis of potential basin areas with associated flows.
- Coordination with City of Camas to determine requirements of upgraded pump station.
- Work with electrical and pump station contractors to obtain proposals for the work required to upgrade the Pump Station.
- Development of a final report detailing the analysis of the pump station for both the
  existing and proposed conditions. Report to include a summary of the proposed
  improvements needed to upgrade pump station and associated costs.
- Construction administration This includes coordinating improvements with City Staff,
   Site visits to address any questions that arise during construction and preparation of asbuilt documents.

The Cost associated with the above scope is: \$ 8,000

## INTERLOCAL AGREEMENT BETWEEN THE PORT OF CAMAS-WASHOUGAL AND THE CITIES OF CAMAS AND WASHOUGAL REGARDING THE CAMAS WASHOUGAL ECONOMIC DEVELOPMENT ASSOCIATION

An Agreement ("Agreement") made in Washougal and Camas, Washington on the \_\_\_day of \_\_\_\_, 2013, between the Port of Camas-Washougal, hereinafter referred to as the "Port", and the City of Camas, hereinafter referred to as "Camas" and the City of Washougal, herein after referred to as "Washougal" each a municipal corporation organized and existing under the laws of the State of Washington, hereinafter also individually referred to as "Party" and collectively referred to as the "Parties" that created a Joint Economic Development Association.

## RECITALS

Whereas, the Port, Camas, and Washougal continue to recognize the need for a strong economic development program for the Camas-Washougal area as defined by the boundaries of the Port and the cities of Camas and Washougal and their Urban Growth areas; and

Whereas, all three parties look to implement long-term economic growth in order to expand existing businesses and bring in new business to increase employment and provide for healthier revenues for all Parties; and

Whereas, all three parties also undertake varying degrees of economic development individually, and with varying degrees of expertise and success; and

Whereas, all three parties entered into an agreement in 2011 and 2012 to form and fund a Joint Economic Development effort through the creation of a Joint Economic Development Association; and

Whereas, the Camas Washougal Economic Development Association (the "Association") has been established and incorporated as a non-profit organization, developed by-laws and been conducting board meetings; and

Whereas, the Association is actively promoting economic development, which is a legislatively authorized Port and municipal purpose; and

Whereas, many of the provisions of the original agreement are now outdated as a result of the formation of the Association and a revised agreement is necessary to define the Parties' roles moving forward; and

Whereas, the three parties desire to continue the operation and funding of the Camas Washougal Economic Development Association; and

Whereas, the Parties find mutual benefit in the continued operation and funding of the Association, Pursuant to the laws of Washington, the Parties elect to enter into this Agreement for the purpose of defining the Parties' on-going roles regarding the operation and funding of the Association.

Therefore, the Parties mutually agree as follows:

## **AGREEMENT**

- A. This is an Intergovernmental Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, among the Parties.
- B. Pursuant to RCW 39.34, the purpose of this Intergovernmental Agreement is as set forth in Article I (PURPOSE). Its duration is as specified in Article II (DURATION OF AGREEMENT). Its method of termination is set forth in Article III (TERMINATION OF AGREEMENT). Its manner of financing and timing of funding participation is described in Article V (FINANCIAL). No property shall be acquired pursuant to this Agreement that will need to be disposed of upon partial or complete termination of this Agreement.

## PURPOSE

- A. The purpose of this Agreement is to establish the duties and responsibilities of the Parties in the operation and funding of the Camas Washougal Economic Development Association.
- B. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34.

## II. DURATION OF AGREEMENT

A. The term of this Agreement is perpetual, unless otherwise terminated as provided herein.

## III. TERMINATION OF AGREEMENT

A. Any of the Parties may choose to terminate this Agreement by notifying the other Parties in writing no later than September 1st of any given year, with termination to be effective December 31st of that year. Upon one Party giving notice of termination to the other Parties as provided for herein, future performance obligations of the Parties shall be suspended until such time as the Parties further mutually agree to proceed or until the Agreement terminates.

B. Termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve the Parties of liability for any obligation previously incurred.

## IV. SCOPE

A. The Parties will enter into Professional Services Agreements individually with the Association. The Performance Measures shall include a requirement that CWEDA shall submit to the Parties annually quantitative information on program outcomes including (as deemed applicable by CWEDA board): The number of workers trained, recruited, and placed in jobs; the types of jobs and range of compensation; the number and types of businesses that are served; and any other tangible benefits realized by the port, the workers, businesses, and the public, as required by RCW 53 08.245. It is hereby recognized that reporting of information will be dependent on willingness of CWEDA clients to share information and that CWEDA can only legally share information that is readily available to the public or has been authorized by its clients.

The Association shall enter into a Professional Services Agreement with an individual or corporation for the provision of President/CEO and related professional services. The Purpose of the Camas-Washougal Economic Development Association shall be to promote and assist economic development in the Camas Washougal area as defined by the boundaries of the Port and the cities of Camas and Washougal and their Urban Growth areas. This will include promoting the economic vitality of the Camas/Washougal area through implementation of the Parties' Economic Development Plans. The emphasis will be on business retention and recruitment for the Parties' industrial districts and commercial areas, downtowns, and the general promotion of economic development and activity. While all sectors of the economy should benefit (retail, office, services, and high technology), retail businesses and businesses with the potential of providing high paying jobs and diversifying the economic base are the primary focus.

B. The funds of the Association shall be subject to audit in the manner provided by law for the auditing of public funds.

## V. FINANCIAL

- A. The Parties will each contribute annually for the operation of the Association the following amounts, based upon the initial combined amount for all three Parties of \$200,000 to be implemented pursuant to the Professional Services Agreements between each Party and the Association:
  - a. Port of Camas-Washougal, to fund 50%.
  - b. Both Camas and Washougal will fund 25% each.

3-CWEDA INTERLOCAL AGREEMENT

- B. Any individual party may contract for additional services with CWEDA, but such party will be responsible solely for costs associated with added contractual assignments/services.
- C. The Parties will be invoiced quarterly by the CWEDA.
- D. All parties will make full payment in the amounts due and invoiced within 30 days of receipt of invoice.

## VI. NO THIRD PARTY BENEFICIARY

The Parties do not intend there be any third-party beneficiary to this Agreement.

## VII. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

The Port of Camas-Washougal:

PORT OF CAMAS - WASHOUGAL 24 South A Street Washougal, WA 98671-2199 Phone: (360) 835-2196

Attention:

**Executive Director** 

The City of Camas:

CITY OF CAMAS P.O. Box 1055 Camas, WA 98607 Phone: (360) 817-7230

Attention:

City Administrator

The City of Washougal:

CITY OF WASHOUGAL 1701 C St. Washougal, WA 98671 Phone: (360) 835-8501

Attention:

City Administrator

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

## VIII. WAIVER

No waiver by the Parties of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

## IX. WITHDRAWAL

A Party may withdraw at any time, upon written notice to the other Parties as provided for in Article III, Section A.

## X. AMENDMENT

The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each agency, and executed by the duly authorized official of each Party.

## XI. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

## XII. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

## XIII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be five (5) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the parties, each such signed original shall constitute an Agreement binding upon all Parties. The executed originals of this Agreement shall be either recorded with the Clark County Auditor or shall be posted on all Parties web sites as authorized by RCW 39.34.040.

## XIV. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

## XV. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.

#### XVI. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

#### XVII. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties to the dispute. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. Venue of any disputes shall be Clark County Superior Court.

PORT OF CAMAS WASHOUGAL

Ву:
Title:
Name:
Date:
CITY OF CAMAS
By:
Title:
Name:
Date:
CITY OF WASHOUGAL
By;
Title:
Name:
Date:

#### PROFESSIONAL SERVICES CONTRACT

PROFESSIONAL SERVICES CONTRACT made this date by and between the CITY OF CAMAS, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "City", and KNAPP, O'DELL & MacPHERSON, Attorneys at Law, of Camas, Washington, hereinafter referred to as "Attorneys",

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

#### Section 1. EMPLOYMENT:

- 1.1 City hereby contracts with, retains, and employs Attorneys to render legal services on behalf of City as hereinafter specified.
- 1.2 The relationship between City and Attorneys is that of employer-independent contractor, and not employer-employee. City shall have no obligation to pay FICA, unemployment compensation, workmen's compensation or other payroll taxes on the compensation paid to Attorneys.
- 1.3 The parties acknowledge that it may be necessary from time to time for City to retain other legal counsel. Legal matters requiring other counsel may include bond issues, pension and deferred compensation matters, complex litigation, cases referred to attorneys selected by the City's insurers, and matters involving specialized areas of practice where the City's interests would be best served by retaining other counsel. In addition, other counsel may be required if Attorneys have an ethical conflict of interest which precludes representation of the City.

#### Section 2. BASIC SERVICES:

2.1 The basic services to be provided by Attorneys to City shall include drafting and

preparation of all ordinances and resolutions, preparation and review of all contracts, deeds, legal documents, and instruments, prosecution of violations of municipal ordinances in Camas Municipal Court, attendance at regular City Council meetings, attendance at planning commission meetings, and rendering legal opinions and such other legal services as City or its duly elected and appointed officials may request or require.

2.2 As compensation for the professional services to be rendered by Attorneys pursuant to this section, City shall pay Attorneys the sum of \$8,750.00 per month, payable on the last business day of each month during the term of this agreement. The monthly compensation shall increase to \$9,000.00 per month, commencing January 1, 2015.

Section 3. MUNICIPAL COURT APPEALS: It is acknowledged by City and Attorneys that Attorneys shall have the responsibility to prosecute all matters commenced in Camas Municipal Court, and that the compensation to Attorneys provided for in Section 2 hereof includes compensation for representation of City in Camas Municipal Court.

The parties hereto further recognize that decisions of the municipal Court may from time to time be appealed to Clark County Superior Court, the Washington Court of Appeals, or the Washington Supreme Court. It is expressly understood and agreed that Attorneys shall have the continuing responsibility to represent City in all matters appealed from Camas Municipal Court. It is further expressly agreed that services rendered in such appellate matters shall be deemed extra legal services for which Attorneys shall be compensated at the rate of \$175.00 per hour.

#### Section 4. ADDITIONAL LEGAL SERVICES:

4.1 In addition to those services provided for in Sections 2 and 3 hereof, the City may

require representation in legal proceedings in the Superior Court, Court of Appeals, and Supreme Court of the State of Washington, the Courts of the United States, and administrative agencies of the municipal, state, and federal government. Additional services shall also include representation of the City after filing of a tort claim notice, and representation of the City in eminent domain cases, with or without the filing of suit.

- 4.2 In any such legal proceedings brought by or against the City or its duly authorized officers, Attorneys shall have the responsibility to defend, prosecute on behalf of, or otherwise represent City and its duly authorized officers, unless other Attorneys are retained by the City.
- 4.3 It is expressly agreed that all services, including research and preparation for trial, provided by Attorneys in representing City and its duly authorized officers in such legal proceedings are considered extra legal services for which Attorneys shall be entitled to compensation in addition to the basic compensation provided for in Section 2 hereof. Such additional legal services shall be compensated at the rate of \$195.00 per hour.
- <u>Section 5.</u> <u>EXPENSES:</u> In addition to the compensation to be paid to Attorneys as provided for herein, City shall also bear the following expenses:
  - (a) The transportation, food, and lodging expenses incurred by Attorneys while on City business, which expenses shall be reimbursed in accordance with City policy for its other employees.
  - (b) The transportation, food, lodging and enrollment expenses incurred by Attorneys while attending Association of Washington Cities Attorneys Conferences and/or Washington Cities Insurance Authority Conferences, which expenses shall be

reimbursed in accordance with City policy for its other employees.

- (c) The cost of maintaining a surety bond for City Attorney.
- (d) All filing fees, deposition expenses, service of process fees, and all other expenses or third party costs incurred by Attorneys in representation of City or its duly elected or appointed officers.
- (e) The cost of City of Camas stationery and envelopes for use by Attorneys while conducting City business.

It is understood and agreed that City is under no obligation except as expressly contained herein to contribute to Attorneys' office expenses. Attorneys shall have access to City's duplicating equipment and other office supplies and equipment when engaged in the business of the City.

Section 6. **DURATION:** This agreement shall commence January 1, 2014, and shall be of indefinite duration, subject to termination with or without cause by either party upon six (6) months' written notice.

Section 7. **INDEMNIFICATION**: City and Attorneys agree that City shall indemnify and hold harmless Attorneys for claims brought by third parties against Attorneys arising out of the performance by Attorneys of their duties under this contract so long as Attorneys are acting within the scope of their authority and in good faith. It is the intent of the parties that the provisions of Chapter 2.76 of the Camas Municipal Code govern the scope of the City's obligation to indemnify, and the respective rights and obligations of both City and Attorneys.

Section 8. MODIFICATION: This contract contains the entire agreement between the

parties, and no modifications or alteration of this	s agreement shall be effective unless such				
modification shall be in writing and signed by the parties.					
DATED this day of January, 2014.					
CITY OF CAMAS	KNAPP, O'DELL & MacPHERSON				
By:	By:				

#### **City of Camas**

#### 2014 Legislative "Short List" - Draft

- Defer or Reform State Mandates Which the State Won't or Can't Finance. Require
   Legislative Oversight of Regulations and Rules Issued by Departments of Government Examples: Stormwater regulations, GMA update, shorelines updates, vehicle
   conversion, and unreasonable interpretations of mandates such as ADA examples.
- 2. Finance Infrastructure Investments They create the foundations for prosperity.

  Proven effective state efforts such as the Public Works Account ("Trust Fund") and the

  Transportation Improvement Board (TIB) should be extended and their revenue streams should be restored.
- 3. **State Shared or Authorized Local Revenues -** Restore liquor excise revenues. Preserve existing local revenue authorities. Extend the current Lodging Tax authority. Provide revenue for marijuana taxation to local jurisdictions.
- 4. **Public Records** Support AWC in its efforts to "Strengthen public records access by curbing abusive requests."
- 5. Support the Washington Tech Cities Coalition's focus on K-12/higher education, transportation infrastructure & competitiveness.

# STATE OF WASHINGTON, OFFICE OF THE SECRETARY OF STATE, WASHINGTON STATE LIBRARY DIVISION, AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 4175

This Amendment No. 2 (this "Amendment") to that certain Agreement No. IG-4175 (the "Agreement") by and between the State of Washington, Office of the Secretary of State, Washington State Library Division ("OSOS/WSL") and Camas Public Library (the "Contractor" or the "Library System").

#### RECITALS

WHEREAS, the Office of the Chief Information Officer, in carrying out its duty to govern and oversee the K-20 Education Network (the "K-20 Network") as authorized by RCW 43.41A.085 - RCW 43.41.105 has enacted a change in the way it charges entities connected to the K-20 Network (the "New Copay"); and

WHEREAS, OSOS/WSL has entered into the Agreement and other agreements substantially similar to the Agreement (collectively, the "Agreements") with other public libraries to provide internet connectivity and support services (the "Services") to the K-20 Network for reimbursement of such Services; and

WHEREAS previous to July 1, 2013 the Office of Financial Management (OFM) billed for circuit cost charges based on actual usage by the quarter and the University of Washington billed for ISP charges quarterly; and

WHEREAS effective July 1, 2013 OFM will bill a flat fee for an entire year ending June 30 for circuit charges while the University of Washington will continue to bill as they have in the past quarterly for ISP charges; and

WHEREAS in order to determine the amount of the New Copay, OSOS/WSL and Library System desire to enter into this Amendment.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- A. Amendment Effective Date. The effective date of this Amendment shall be July 1, 2013 (hereinafter referred to as the "Amendment Effective Date"). If transport cost change for succeeding years the change shall be agreed to by amendment to this Agreement.
- B. Amendment to Section 1.1: Timely payment. Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows (changes underlined and italicized):

- 1.1 Timely payment: The OSOS/WSL shall submit invoices as stated in Section 3 Compensation. Payment will be made by the Contractor within thirty (30) calendar days of receipt of the invoice.
- **C.** Amendment to Section 3: Compensation. Section 3 of the Agreement is hereby amended and restated in its entirety as follows (changes *underlined and italicized*):

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed the fees for transport and Internet connectivity charges set forth below. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates attached hereto as Exhibit A, Public Libraries Connecting to K-20 Network: Annual Circuit Co-pay, and in accordance with the following terms:

- 3.1 Transport charges shall be invoiced at the beginning of each year:
  - 3.1.1 Bandwidth: Ten megabit per second (10 Mbps) fiber connection
  - 3.1.2 Service location: 625 NE 4th Ave, Camas, WA 98607
  - 3.1.3 Annual charge (From fee table, Exhibit A): \$2139
- 3.2 Internet Connectivity shall be invoiced as described herein:
  - 3.2.1 Quarterly charge: Based on actual usage measured at the 95% bandwidth level as collected by the University of Washington / Pacific Northwest Gigapop
  - 3.2.2 The actual charge for Internet connectivity will be based on 95<sup>th</sup> percentile bandwidth usage for the preceding quarterly period.
- **D.** Amendment to Section 10: Termination. Section 10 of the Agreement is hereby amended and restated in its entirety as follows (changes <u>underlined and italicized</u>):
  - "10. TERMINATION. Either party may terminate this Agreement upon a one-hundred-eighty (180) calendar day written notice to the other party. If this Agreement is terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The Library System shall be responsible for any early termination fees arising from the cancellation of fiber circuits procured for the sole use of the Library System. The paid annual transport fee shall not be refunded."
- **E.** Amendment to Exhibit A. Exhibit A to the Agreement is hereby amended and restated in its entirety as Exhibit A attached hereto.

OSOS No. IG-4175 A2 10/005-2

- F. Terms of Agreement; Conflicting Terms. Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, in the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control. For the avoidance of doubt, all references to the "Agreement" in the Agreement shall refer to the Agreement, as modified by this Amendment.
- Governing Law. This Amendment is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Washington to the rights and duties of the parties. All disputes and controversies arising out of or in connection with this Amendment shall be subject to resolved exclusively by the state courts located in the Thurston County, Washington, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.
- **H. Defined Terms.** Capitalized terms used and not defined herein shall have the meanings given to them in the Agreement.
- I. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives to be effective as of the Amendment Effective Date.

CAMAS PUBLIC LIBRARY	OFFICE OF THE SECRETARY OF STATE		
David Zavortink, Director	Mark Neary Deputy Secretary of State		

Approved as to Form: Attorney General's Office

#### Exhibit A

Public Libraries Connecting to K-20 Network Annual Circuit Co-pay: July 1, 2013 - June 30, 2014

Library System	July 1, 2013-June 30, 2014
Denny Ashby Public Library	\$1,600
LaConner Public Library	\$1,600
Sedro-Woolley Library System	\$1,600
Upper Skagit Library	\$1,600
Chewelah Public Library	\$1,728
Camas Public Library	\$2,139
Jefferson County Rural Library	\$2,226
Kettle Falls Public Library	\$2,427
Stevens County Rural Library District	\$3,016
Lopez Island Library District	\$3,926
Orcas Island Library District	\$4,715
Asotin County Library	\$6,473
San Juan Island Library	\$7,412
Longview Public Library	\$7,534
Puyallup Public Library	\$8,075
Everett Public Library	\$8,483
North Olympic Library System	\$9,370
Richland Public Library	\$9,736
Fort Vancouver Regional Library	\$13,300
Sno-Isle Libraries	\$17,436

<sup>\*\*\*</sup>ISP fees are charged at the current commodity price per megabit based on actual ISP usage measured at the 95th percentile.

#### PACIFIC MESSEED STATE OF GROUP

October 24, 2013

City of Camas 616 NE Fourth Avenue Camas, WA 98607

Attn: Mr. Eric Levison

Re: Hydrogeologic Support Services for 2013/2014

Dear Eric:

This letter provides our recommended scope of services to assist the City of Camas with additional water rights procurement on Boulder Creek and negotiation with the Department of Ecology on a new monitoring plan for the lower Washougal River wellfield supply system.

#### SCOPE OF WORK

#### Task 1- Secure Additional Water Right Authorization for Boulder Creek

The City needs additional water to help prepare filter media at their proposed Boulder Creek surface water treatment plant (SWTP) prior to bringing the system online each November 1<sup>st</sup>; however the water rights – as currently configured allow for diversion from Boulder/Jones Creeks from the period between November 1 and May 15. According we will have to work with the Department of Ecology to secure a new water right authorization to begin the diversions in October.

The water would be applied to the slow sand filters at the new Camas SWTP that will be constructed near Lessard and Winter Roads. Water would be obtained from the existing Boulder Creek diversion and returned to Boulder Creek just downstream of the SWTP. The diversion would be largely non-consumptive, with the exception of a 1.75 mile bypass reach and minor evaporative losses.

We propose to assist the City with their water right permitting process by performing the following tasks:

- 1. Review engineering and operational data and identify feasible options that result in minimal water diversions.
- 2. Review fisheries and habitat information for the bypass reach above and below the diversion (PGG internal review).

- 3. Evaluate current flow conditions and develop a regulatory mechanism that would limit risks to instream flows in Boulder Creek
- 4. Consult with the Department of Fish and Wildlife (WDFW) and WRIA 27/28 Watershed Planning Group as needed to educate them and gain support.
- 5. File an application for new water right with supporting information
- 6. Work with Ecology to secure temporary authorization to use the water during the pendency of the new permit
- 7. Explore with Ecology alternate permitting mechanisms (Cost Reimbursement, etc)

At this time, we believe that we can convince Ecology and the WDFW that the low volumes of diversion required for this project will not require detailed habitat and fishery investigations. In the event that such investigations are needed, we would recommend that the work be completed by Cramer Fish Sciences of Portland Oregon. Cramer has provided a preliminary scope of services to complete this work, however, we will await final input from the regulatory agencies prior to proceeding with final scoping of these efforts (if needed).

#### Task 2-Negotiate Revised Monitoring Plan for City's Water Right Permit

The four new groundwater right permits held by the City include the following provision:

The City of Camas shall develop a monitoring plan that includes the following:

- a.) Monitor water levels in existing wells (TW-C and Well 4) and three new monitoring wells. The new monitoring wells must be installed as a cluster in the lower Washougal River in general proximity to Georgia Pacific wellfield (where the largest drawdown occurs in the area). Two wells must be completed in the lower permeability streambed unit that lies beneath the river, and the third well must be completed in the more permeable PAA aquifer. All water levels must be measured to the nearest tenth of a foot, on an hourly basis during baseflow periods. New monitoring wells must be accurately located within 10 feet horizontally and 0.1 foot vertically. All monitoring wells must be constructed according to WAC 173-160-400.
- b.) The City shall install a continuous river stage monitoring station in vicinity of the new monitoring wells. The monitoring station must include a staff gage which is accurately located within 10 feet horizontally and 0.1 foot vertically. Stage readings shall also be recorded on an hourly basis.
- c.) Aquifer tests on the new Camas production wells must coincide with summer/fall low-flow periods and include seepage surveys during testing events. New supply wells must be accurately located within 10 feet horizontally and 0.1 foot vertically.
- d.) The City shall submit water level data from their monitoring network for the previous year by January 31 to the Department of Ecology. Data shall be provided in a digital format along with a two page summary attached.

  A more thorough monitoring report must be provided after 5 years from

the date of issuance of this water right or when this permit is perfected (whichever comes first), to further evaluate the effects of pumping on the Washougal River.

This proviso obligates the City to maintain a permanent monitoring program with annual data reporting requirements. We propose to work with Ecology to negotiate a new monitoring plan that is less onerous for the City and ultimately more useful for Ecology.

We propose to perform the following tasks:

- 1. Develop a new monitoring plan that eliminates future monitoring at the three new monitoring well sites. This will reduce monitoring to TW-C, Well 4, and the Washougal River which provide useful information for managing the Ciry's wellfield resources
- 2. Propose a new reporting format that provides water level and stream flow reporting be submitted in five year cycles (instead of annual) with a firm "sunset" date to discontinue data submittal.
- 3. Continue monitoring and preparation of summary reports while negotiating new plan-
- 4. Request extensions of the development schedule as needed we note that construction was to have been completed on several of the wells in 2015 and the City will likely need a longer time line in which to complete installation of new wells at Parkers Landing and the City's treatment plant.

#### Task 3- Management and Meetings

PGG's Project Manager will prepare and document invoices, manage staff resources and the project schedule, and communicate with City representatives regarding project logistics, schedule, and technical issues as the project unfolds. We have assumed that there may be some limited meeting time to address permitting/regulatory strategies.

#### PROJECT COST ESTIMATE

PGG estimates that the costs associated with the proposed scope of work will be \$16,320.00, including expenses. Cost estimate details are provided in Table 1, attached. Our cost estimate is based on a two year monitoring effort and includes subcontract costs for River Measurements to maintain the existing Washougal River gage and Cramer Fish Sciences to complete limited habitat and fisheries studies of the Boulder Creek bypass reach.

Our costs will be invoiced monthly on a time-and-materials basis. In the event that unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek your approval for any added expenditures. Our professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices. This warranty is in lieu of all other warranties, either express or implied.

Please call if you should have any questions concerning the enclosed information.

Sincerely,

Pacific Groundwater Group

Dan Matlock

Principal Hydrogeologist

Table 1. Estimated Cost for Hydrogeologic Support Services, 2013/2014 City of Camas Prepared October 2013

	Permitting		Permitting Other					Subcontractor **		
			Technical SI 10 /ir		Total Labor	Direct Cost (Rem)	Direct Fisheries & Cost Hobitat	Stream Goging	T; C	
Pask 1 - Secure Additional Water Rights Authorization for Bondder Creek									\$6,\$6	
Review empineering and operations data	2	1			\$420					
Assess fisheries and habitat information	4	ı			\$770					
Evaluate flow information and regulatory options	2	4			\$780					
Consult with WDFW and WRIA Planning Unit	2	.5			\$1,260	travel	\$150			
File water right application	1	8	2		51,170					
Acquire temporary pennit	1	6			\$270					
Expline alternative permitting approaches with Peology	3	-5			5630					
Fask 2 - Negotiate Revised Monitoring Plan for City's Water Right Permits									58,4	
Develop new monitoring plan	4	.;			\$1,080					
Develop new construction schedule	1	A			\$630					
Continue well and river gage monitoring for 2 years	3.0		ŧ		\$1.710	navel, batteries, per drem	\$500	52,500		
t'ask I - Project Management and Meetings	10			4	\$1,740				SE,7	
Houre Estimate	57	40	3	4						
Dollars Estimate	57,500	\$4,200	\$330	5240	\$13.170		\$650	\$2,500		
ESTIMATED TOTAL COST									\$16,32	

receive "Includes 10% mark up on direct costs."

"Includes 10% mark up on direct costs."

"Includes costs for West Consultants for stream gaging assistance. Subcontracter costs for Cramer Fish Sciences lawe not been included since detailed fisheries & habitat sweekingstons may not be preded in the event that detailed fisheries & habitat work is needed, Cramer Fish Sciences has extinated that these services would run about \$18,99

#### ORDINANCE NO. 2679

AN ORDINANCE related to land use and zoning, declaring an emergency, and adopting a moratorium on the establishment, location, operation, maintenance or continuation of marijuana retail sales facilities, processing facilities, manufacturing facilities, and growing facilities asserted to be authorized or actually authorized under Washington Initiative Measure No. 502, or proposed Washington Administrative Code Chapter 314-55, or any other laws of the state of Washington; and providing for an immediate effective date

WHEREAS, Washington Initiative Measure No. 502, herein after "I-502," approved by the voters of Washington State on November 6, 2012, provides for private recreational marijuana use by persons over 21 years of age, subject to state licensing and regulation of marijuana production, processing and retail sales facilities and requires the Washington State Liquor Control Board, herein after "LCB," to adopt procedures and criteria by December 1, 2013 for issuing licenses to produce, process and sell marijuana provided they are located at least 1000 feet from the nearest schools, playgrounds, day care facilities, areades, public parks, public libraries, recreational centers, and transit centers; and

WHEREAS, pursuant to 1-502, on September 4, 2013, the LCB issued revised proposed administrative rules under WAC 314-55, and established the maximum number of retail licenses that may be issued for Washington cities and counties, including a maximum total of 1 retail licenses within the City of Camas; and

WHEREAS, further pursuant to 1-502, WAC 314-55 is scheduled to be finalized October 16, 2013 and become effective on November 16, 2013 with applications for marijuana production, processing and retail facilities accepted by the LCB beginning November 18, 2013; and

WHEREAS, marijuana uses and activities authorized under 1-502 remain expressly prohibited by federal law, although under a guidance memo issued to U.S. Attorneys on August 29, 2013, the U.S. Department of Justice indicated they will not challenge the legality of 1-502 if the state law and regulations promulgated there under meet certain specified federal concerns; and

WHEREAS, previously in a letter dated January 17, 2012, the U.S. Department of Justice, Drug Enforcement Agency, provided that anyone who knowingly carries out the medical marijuana activities contemplated in Washington, as well as anyone who facilitates such activities could be subject to criminal prosecution; and

WHEREAS, proposed guidance for implementing 1-502 under WAC 314-55-020(11) states: "The issuance or approval of a license shall not be construed as a license for, or an approval of, any violations of local rules or ordinances, including, but not limited to: Building and fire codes, zoning ordinances, and business licensing requirements;" and

WHEREAS, the Camas City Council acknowledges the will of voters in passing 1-502, but also recognizes that marijuana production, processing and retail sales still remain illegal under federal law, and state rules for administering 1-502 are not finalized; and

WHEREAS, additional time is needed to review and determine the local implications of state rules once finalized, to assess impacts and potential liabilities under federal law, and to determine an appropriate regulatory framework under these laws; and

WHEREAS, the City must ensure that any proposed locations for these operations are appropriate and that potential secondary impacts are minimized and mitigated; and

WHEREAS, the City intends to permit for additional community outreach, work sessions, and public hearings, relating to the development of regulations for marijuana production, processing, manufacture, and retail sales facilities; and

WHEREAS, the City Council deems it to be in the public interest to establish a zoning moratorium on marijuana retail facilities, marijuana growing facilities, marijuana manufacturing facilities, and marijuana processing facilities; and

WHEREAS, pursuant to RCW 36.70A.390 and RCW 35 63.200, the City is authorized to enact a moratorium without holding a public hearing, provided that a public hearing must be held within 60 days of the passage of this ordinance; and

WHEREAS, while the City Council determines that a moratorium is necessary for reasons stated herein, the Council understands the desires of those wishing to move forward with implementing 1-502. Nevertheless, given the complex and evolving legal and regulatory framework surrounding the production and retail sale of marijuana, these measures are necessary until the Council can adequately and appropriately address the issues described herein; and

WHEREAS, pursuant to WAC 197-11-880, the adoption of this ordinance is exempt from the requirements of a threshold determination under the State Environmental Policy Act ("SEPA"); and

WHEREAS, the City Council finds that the regulatory requirements established by this ordinance are necessary for the immediate prescription of the public peace, health and safety and for the immediate support of city government and its existing public institutions,

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF CAMAS:

<u>Section 1.</u> The City Council adopts the foregoing recital clauses herein as findings in support of the adoption of the moratorium provided by this ordinance.

Section 2. Pursuant to the provisions of RCW 36.70A.390 and RCW 35.63.200, a zoning moratorium is hereby enacted prohibiting until April 14, 2014 within the City of Camas, the application for and the licensing, establishment, location, operation, maintenance or continuation of any marijuana retail sales use, growing use, manufacturing use, or processing use or facility pursuant to Washington Initiative Measure No. 502, WAC 314-55 or other state law.

Section 3. <u>Public hearing.</u> Pursuant to RCW 36.70A.390 and RCW 35.63,200, the City Council shall hold a public hearing no later than December 16, 2013, on the adopted moratorium established by this ordinance.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not effect or invalidate the remainder or any parts thereof to any person or circumstances and to this end, the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable.

Section 5. Effective date and notice. The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage. The City Clerk is directed to publish a summary thereof, including the title, at the earliest possible publication date.

PASSED BY the Council and APPROVED by the Mayor this 44 day of November, 2013.

SIGNED:

ATTEST: Me

Mayor

Clerk

APPROVED as to form:

#### RESOLUTION NO. 1282

A RESOLUTION authorizing the NW 38th Avenue Construction Fund to borrow an amount not exceeding \$1,000,000.00 from the GMA Fund, and providing for the repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum.

WHEREAS, grants and loan receivables fund 100% of the revenues in the NW 38th Avenue Construction Fund, and

WHEREAS, there are insufficient funds within the NW 38th Avenue Construction Fund to meet operating expenses during 2013 until grants and loan receivables are collected, and

WHEREAS, the Council desires to allow the NW 38th Avenue Construction Fund to borrow the necessary funds from the GMA Fund to pay for such operating expenses shortfall, and

WHEREAS, the Council deems it advisable to provide authority to borrow an amount to not exceed \$1,000,000.00, and upon confirmation of the sum total of the amount necessary to meet operating expenses during 2013, the Council shall consider and approve a supplemental resolution establishing said sum.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

#### SECTION I

The NW 38th Avenue Construction Fund is hereby authorized to borrow an amount not to exceed \$1,000,000.00 from the GMA Fund to pay for operating expenses.

#### SECTION II

The loan shall be repaid by December 31, 2014, plus accrued interest. The unpaid balance shall bear interest at the rate of 1% per annum. There shall be no penalty for prepayment of all or part of the loan.

ADOPTED at a regular Council meeting this 16th day of December, 2013.

	SIGNED:		
	***************************************	Mayor	
	ATTEST:		
APPROVED as to form:		Clerk	
City Attorney	<del></del>		

#### RESOLUTION NO. 1283

A RESOLUTION authorizing the Friberg-Strunk Street Construction Fund to borrow an amount not exceeding \$500,000.00 from the GMA Fund, and providing for the repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum.

WHEREAS, grants and loan receivables fund 83% of the revenues in the Friberg-Strunk Street Construction Fund, and

WHEREAS, there are insufficient funds within the Friberg-Strunk Street Construction

Fund to meet operating expenses during 2013 until grants and loan receivables are collected, and

WHEREAS, the Council desires to allow the Friberg-Strunk Street Construction Fund to

borrow the necessary funds from the GMA Fund to pay for such operating expenses shortfall,

and

WHEREAS, the Council deems it advisable to provide authority to borrow an amount to not exceed \$500,000.00, and upon confirmation of the sum total of the amount necessary to meet operating expenses during 2013, the Council shall consider and approve a supplemental resolution establishing said sum.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

#### SECTION I

The Friberg-Strunk Street Construction Fund is hereby authorized to borrow an amount not to exceed \$500,000.00 from the GMA Fund to pay for operating expenses.

#### SECTION II

The loan shall be repaid by December 31, 2014, plus accrued interest. The unpaid balance shall bear interest at the rate of 1% per annum. There shall be no penalty for prepayment of all or part of the loan.

ADOPTED at a regular Council meeting this 16th day of December, 2013.

	SIGNED:		
		Mayor	
	ATTEST:		
APPROVED as to form:		Clerk	
City Attorney			

#### RESOLUTION NO. 1284

A RESOLUTION authorizing the Emergency Rescue Fund to borrow an amount not exceeding \$1,000,000.00 from the General Fund, and providing for the repayment of said loan by December 31, 2014, with interest on the declining balance of 1% per annum.

WHEREAS, property taxes fund 40% of the revenues in the Emergency Rescue Fund, and

WHEREAS, there are insufficient funds within the Emergency Rescue Fund to meet operating expenses during 2013 until property taxes are collected, and

WHEREAS, the Council desires to allow the Emergency Rescue Fund to borrow the necessary funds from the General Fund to pay for such operating expenses shortfall, and

WHEREAS, the Council deems it advisable to provide authority to borrow an amount to not exceed \$1,000,000.00, and upon confirmation of the sum total of the amount necessary to meet operating expenses during 2013, the Council shall consider and approve a supplemental resolution establishing said sum.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

#### SECTION I

The Emergency Rescue Fund is hereby authorized to borrow an amount not to exceed \$1,000,000.00 from the General Fund to pay for operating expenses.

#### SECTION II

The loan shall be repaid by December 31, 2014, plus accrued interest. The unpaid balance shall bear interest at the rate of 1% per annum. There shall be no penalty for prepayment of all or part of the loan.

ADOPTED at a regular Council meeting this 16th day of December, 2013.

	SIGNED:		
		Mayor	
	ATTEST:		
	<del></del>	Clerk	
APPROVED as to form:			
City Attorney	<del></del>		

## INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-WASHOUGAL FIRE DEPARTMENT

### DRAFT AGREEMENT November 26December 4, 2013

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of December 2013 pursuant to RCW 39.34, the Interlocal Cooperation Act, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereinafter also collectively referred to as the "Parties".

#### RECITALS

- A. Whereas, the Parties have cooperated with each other on policy making and service delivery for more than thirty years covering a broad spectrum of policies and services; and,
- B. Whereas, the cities of Camas and Washougal share a boundary and collectively serve more than 20 square miles, 34,900 residents and hundreds of businesses; and,
- C. Whereas, the Parties have cooperated in the delivery of Fire, Emergency Medical Services (EMS) and advanced life support ambulance transport services for more than thirty years; and,
- D. Whereas, the Parties are currently operating under an existing agreement dated November 15, 2012 whereby Camas provides emergency medical rescue and licensed advanced life support (ALS) ambulance transport services to Washougal and to East County Fire and Rescue (ECFR); and,
- E. Whereas, the Parties are currently operating under an agreement dated April 2, 2012 that outlines the terms of a trial consolidation establishing among other things the joint deployment of personnel and equipment to serve both cities, minimum

- deployment levels for personnel in Washougal and a cooperative evaluation of the trial consolidation results; and,
- F. Whereas, the Parties have engaged in a cooperative evaluation of the trial consolidation and have determined that the consolidation has contributed to enhanced levels of service for the same or lower costs; and,
- G. Whereas, the Parties desire to formalize the current trial consolidation to provide for the sustained delivery of Fire, EMS and ALS transport services and to continue the service enhancements experienced thus far which include:
  - a. Increasing minimum daily staffing at the Washougal fire station;
  - b. Adding a paramedic transport unit to the Washougal fire station where none previously existed;
  - c. Decreasing ambulance response times to serious medical calls in the eastern portion of the consolidated service area;
  - d. Expanding fire inspection and prevention programs for both cities;
  - e. Contributing to lower overtime costs and other cost savings in 2013;
  - f. Improving personnel training through better coordination and planning; and,
- H. Whereas, Washougal is interested in entering into an agreement with Camas to provide Fire, EMS and ALS Transport services to Washougal; and,
- Whereas, Camas is interested in entering into an agreement with Washougal to provide Fire, EMS and ALS Transport services to Washougal; and,
- J. Whereas, the Parties believe that the consolidated delivery of Fire, EMS and ALS Transport services will provide the most efficient and effective delivery of fire prevention, community education, fire suppression, emergency preparedness, emergency medical response and transport services to both communities; and,

K. Whereas, the Parties believe that the consolidated delivery of Fire, EMS and ALS Transport services will allow them to more effectively plan for future delivery of Fire, EMS and Transport services to both communities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

#### **AGREEMENT**

#### 1. Purpose

- 1.1. The purpose of this Agreement is to make possible the most efficient and effective delivery of Fire, EMS and licensed ALS Transport services to the cities of Camas and Washougal.
- 1.2. The Parties acknowledge the challenge of sustainably funding Fire, EMS and licensed ALS Transport services and believe consolidated service delivery will help address that challenge through:
  - 1.2.1. Economies of scale in operation and organization.
  - 1.2.2. Elimination of redundant costs associated with geographic overlap of service deployment.
  - 1.2.3. Providing a larger pool of staffing to help reduce staffing costs associated with fixed post and dynamic response positions.
  - 1.2.4. More effective fire prevention services (plan review, code enforcement, fire cause determination, community education and community risk reduction).
  - 1.2.5. Lower response times for medical calls in the eastern portion of the joint service area.

- 1.2.6. More effective training of first responders.
- 1.2.7. Expanded opportunities for volunteers.
- 1.3. The Parties also believe that consolidated service delivery will allow them to more effectively plan for future delivery of Fire, EMS and Transport services to both communities. Improvements in cost-effectiveness realized over the longer term could include:
  - 1.3.1. Apparatus and equipment deployment and replacement.
  - 1.3.2. New fire station location and current fire station utilization.
  - 1.3.3. Emergency management and preparedness program delivery.
  - 1.3.4. Education and fire prevention program delivery.
- 1.4. No new separate legal or administrative entity is established by this Agreement.

#### 2. Term

- 2.1. This Agreement shall be effective on January 1, 2014.
- 2.2. The initial term of this Agreement shall expire on December 31, 2023.
- 2.3. The term of the Agreement shall automatically renew for an additional ten years unless otherwise terminated by one of the Parties.
- 2.4. Notice of termination shall follow the provisions of Section 19 of this Agreement.
- 2.5. If the City of Washougal Fire Department employees do not become City of Camas employees by July 1, 2014 then this Agreement shall terminate on July 1, 2014 unless otherwise amended.

#### 3. Relationship to Other Agreements

3.1. The Parties are currently operating under an agreement dated April 2, 2012 outlining the terms of a trial consolidation establishing among other things the

joint deployment of personnel and equipment to serve both cites, minimum deployment levels for personnel in Washougal and a cooperative evaluation of the trial consolidation results. The April 2, 2012 agreement expires on December 31, 2013.

- 3.1.1. In order to provide for the transition of Washougal Fire department employees to Camas, the April 2, 2012 agreement, included as Attachment A, is hereby amended as follows:
  - 3.1.1.1. The term of the April 2, 2012 agreement is extended until September 30, 2014 or its earlier termination under Section 3.1.1.2.
  - 3.1.1.2. The April 2, 2012 agreement shall automatically terminate upon the transfer of Washougal employees to Camas under the terms of this agreement Agreement, at which time, the terms of this agreement Agreement shall be fully effective and shall govern the relationship between the parties...
- 3.2. The Parties and East County Fire and Rescue are currently operating under an existing agreement dated November 15, 2012 whereby Camas provides emergency medical rescue and licensed advanced life support (ALS) ambulance transport services to Washougal and to East County Fire and Rescue. The November 15, 2012 agreement expires on December 31, 2014.
  - 3.2.1. This Agreement supplements the November 15, 2012 agreement by specifying additional provisions applicable only to Camas and Washougal.
  - 3.2.2. Camas agrees that on or before December 31, 2014 it will negotiate with ECFR to replace the November 15, 2012 agreement to include, among other provisions, an annual payment from ECFR to Camas equivalent to at least \$0.46/\$1,000 assessed valuation for the provision of EMS and licensed ALS Transport services.

#### 4. Department Name

- 4.1. The consolidated department created by this Agreement shall be called the Camas-Washougal Fire Department (CWFD).
- 4.2. A joint logo, reflecting the current logo being used by CWFD personnel, shall be placed on all apparatus and equipment and on all uniforms.
- 4.3. Building signage shall be changed to reflect the department name using the most cost-effective manner within three months with permanent building signage in place within twenty-four months.

#### 5. Services to be Provided

- 5.1. During the term of this agreement Agreement Camas shall provide the following Fire, EMS and licensed ALS Transport services:
  - 5.1.1. Fire suppression.
  - 5.1.2. Fire cause determination.
  - 5.1.3. Fire inspection of occupancies.
  - 5.1.4. Transporting Advanced Life Support (ALS) emergency medical services.
  - First response Advanced/Basic Life Support (ALS/BLS) emergency medical services.
  - 5.1.6. Public education.
  - 5.1.7. Fire Prevention.
  - 5.1.8. Hazardous materials "Awareness Level" response.
  - 5.1.9. Low-angle rescue.
  - 5.1.10. Emergency management.
  - 5.1.11. Support services to include ambulance billing.
  - 5.1.12. Automatic and mutual emergency response to neighboring jurisdictions.

#### 6. Levels of Service

- 6.1. The current standard of coverage, field operations, deployment model, command staffing, and operational policies and procedures shall be maintained at the current level of service, subject to future funding levels.
- 6.2. Camas shall provide Washougal with the level of service and response time identified in the adopted response coverage document included as Attachment B.
  - 6.2.1. No later than June 30, 2014 Washougal shall adopt the response coverage document include in Attachment B as the City's policy for determining emergency medical, fire and rescue resource deployment time standards.
- 6.3. CWFD staffing will be at the discretion of the Battalion Chief to allow for operational needs subject to the terms and conditions identified in this Agreement.
- 6.4. The initial minimum deployment model for delivery of Fire, EMS and licensed ALS Transport services shall be:
  - 6.4.1. A minimum of four certified paramedics on duty at all times
  - 6.4.2. A minimum of eleven personnel on duty at all times four of which are certified paramedics
  - 6.4.3. Station 41 One battalion chief on Battalion 41, two personnel on Engine 41, two personnel on Medic 41 including one certified paramedic
  - 6.4.4. Station 42 Two personnel on Medic 42/Engine 42 (split station) including one certified paramedic
  - 6.4.5. Station 171 Two personnel on Engine 171 and two personnel on Medic43 including one certified paramedic.
  - 6.4.6. See service area and station map in Attachment C.
- 6.5. Camas shall station an engine at Washougal's Fire Station 171 twenty-four (24) hours per day with a minimum staffing of two firefighters.

- 6.6. Camas shall station an ALS ambulance at Washougal's Fire Station 171 twenty-four (24) hours per day with a minimum staffing of one certified paramedic.
- 6.7. Camas shall provide licensed ALS transport services throughout Washougal.
- 6.8. Subject to funding levels, Camas shall maintain the current Washington Survey and Rating Bureau rating in Washougal.
- 6.9. In the event of unanticipated and extraordinary circumstances, such as loss or destruction of facilities or equipment due to casualty, or insufficient personnel as a result of unforeseen causes, the Fire Chief, in consultation with the city administrators of both cities, may deviate from the staffing and equipment deployment standards set forth in Section 6. Any such deviation shall be only for such duration as is reasonably necessary to rectify the loss of equipment or facilities, or to address the staffing shortage. Deviations under this subsection to the staffing and equipment standards of Section 6 shall not be grounds for termination under Section 19.

#### 7. Annexations

- 7.1. Camas and Washougal shall provide notice to the other party when either initiates annexation of any property into their corporate limits.
- 7.2. Upon request, Camas shall provide information regarding the impact of any annexation on revenue, expenses and Fire, EMS and ALS Transport service levels.

#### 8. Governance and Administration of Services

8.1. Camas to administer services subject to the terms of this agreement Agreement to include employment of all personnel.

- 8.2. Camas City Council to provide policy direction and governance for Fire, EMS and ALS Transport services provided by Camas, subject to the terms of this Agreement. The Camas City Council and administration shall consider Joint Policy Advisory Committee input (see Section 10) on policy decisions that affect Fire, EMS and ALS Transport services provided to Washougal.
- 8.3. Washougal shall designate, as needed, CWFD as the city's Fire, EMS and Transport service provider in all documents, public information materials and on its web site.
- 8.4. Washougal will furnish, without charge, such quantities of water, water pressure and the use of fire hydrants as Camas may require for its emergency response and training operations, wherever and so far as such water is available from Washougal's water system, including water service provided by Washougal outside Washougal's corporate limits.
- 8.5. Washougal shall designate the CWFD Fire Chief as Washougal's Fire Chief and the CWFD Fire Marshal as Washougal's Fire Marshal
- 8.6. Washougal shall approve, endorse or transfer other administrative agreements and contracts as required to facilitate CWFD provision of services in Washougal.
- 8.7. Washougal shall provide Camas with written notice at least ninety (90) days in advance of any proposed changes in ordinances, laws or regulations which would significantly affect Camas' ability to provide the services set forth in this Agreement or which would substantially change the cost or level of services provided.

#### 9. Volunteers

9.1. Volunteer firefighters shall continue to be utilized at or above the current level subject to the availability of trained volunteers to perform the desired services.

- 9.2. The use of volunteers and opportunities for them to serve may be enhanced as agreed by the Volunteer Firefighters and the CWFD.
- CWFD shall conduct volunteer recruitment and training activities at least annually.
- 9.4. Camas and Washougal shall revise their respective municipal codes related to volunteer firefighters within two years to reflect then current practices and to provide similar language related to the use of volunteer firefighters.

#### 10. Joint Policy Advisory Committee (JPAC)

- 10.1. Camas will convene a Joint Policy Advisory Committee at least annually to review the services set forth in this Agreement.
- 10.2. The JPAC will consist of three City Council members from Washougal appointed by the Mayor of Washougal and three City Council members from Camas appointed by the Mayor of Camas.
- 10.3. JPAC meeting shall be conducted in accordance with the provisions of Chapter 42.30 Revised Code of Washington, the Open Public Meetings Act.
- 10.4. The CWFD Fire Chief shall staff the meeting to include preparing the agenda and materials and providing them to the JPAC members. The CWFD Fire Chief shall provide a draft agenda to the Camas and Washougal city administrators for review prior to distributing it to the JPAC members.
- 10.5. Camas shall prepare summary minutes of each JPAC meeting and make the minutes available on the City of Camas web site within two weeks of the meeting.
- 10.6. The general role of the JPAC shall include:

- 10.6.1. Review the CWFD annual report regarding the services provided under this Agreement.
- 10.6.2. Review and make recommendations regarding amendments to the Agreement, subsequent agreements or plans referenced in the Agreement.
- 10.6.3. Review and make recommendations regarding any Fire, EMS or <u>ALS</u> Transport policy item to be presented to the Camas or Washougal city councils for approval.
- 10.6.4. Review the proposed CWFD budget and allocation of costs to Camas and Washougal prior to the budget being adopted by the Camas City Council.
- 10.7. Camas shall convene the JPAC prior to the formal transfer of Washougal employees to Camas as provided in the Agreement or no later than July 1, 2014 to review the status of implementation of the Agreement.
- 10.8. Special meetings of the JPAC may be called by the Mayor of Camas or the Mayor of Washougal by providing timely notice to the CWFD Fire Chief specifying the meeting request and the intended agenda for the meeting.

#### 11. Reporting

- 11.1. Camas shall provide reports to the Washougal City Administrator regarding the services set forth in this agreement Agreement no later than one month following the end of each quarter (ex: April 30 for the quarter ending March 31) with the exception of the fourth quarter where such information shall be contained within the annual report as provided in Section 11.2. The quarterly report shall include, at a minimum:
  - 11.1.1. CWFD call responses and transports by station of origin and city responding to.
  - 11.1.2. A discussion of any significant issues affecting the delivery of services.

- 11.1.3. A financial report showing the actual expenses to date compared to the budget.
- 11.1.4. A summary of overtime expenses. If actual overtime expenses for the year to date exceed the year to date budget or prior year to date actual amount for the same period by more than five percent (5%) then the CWFD Fire Chief shall provide a written report as to the cause of the variance and any actions proposed to control overtime expenses for the remainder of the year.
- 11.2. Camas shall provide an annual report to the Washougal City Administrator no later than February 15<sup>th</sup> each year for the prior calendar year. The annual report shall include the information identified in Section 11.1 and the following:
  - 11.2.1. A review of the CWFD deployment model or operational plan for the prior year including minimum staffing levels.
  - 11.2.2. A discussion of CWFD actual revenues and expenses compared to budget, including:
    - 11.2.2.1. Summary observations of the overall financial results.
    - 11.2.2.2. A detailed review of ambulance fees, fee levels, collection rates and percent of fees paid by Medicare.
    - 11.2.2.3. A detailed review of other revenues received including revenues from ECFR.
    - 11.2.2.4. A detailed review of overtime expenses.
    - 11.2.2.5. A detailed review of the equipment replacement fund revenues and expenses.
    - 11.2.2.6. A detailed review of the ending fund balance and available reserves.

- 11.2.3. A review of CWFD performance consistent with RCW 35.103.040 to include:
  - 11.2.3.1. Response times relative to the adopted response standards as identified in Attachment B.
  - 11.2.3.2. Emergency medical responses and outcomes.
  - 11.2.3.3. A summary of significant incidents and major fire cause determination investigations including outcomes or status.
  - 11.2.3.4. A summary of fire inspection and prevention activity and results.

#### 12. Fire Chief

- 12.1. The CWFD Fire Chief shall be a Camas employee and the Camas Mayor and City Administrator shall be responsible for hiring, evaluating and disciplining and terminating the CWFD Fire Chief.
- 12.2. The appointment of the CWFD Fire Chief shall be subject to confirmation by a majority of the Camas City Council as required by the Camas municipal code.
- 12.3. The CWFD Fire Chief shall meet with the city administrators of Camas and Washougal monthly or as agreed to by the city administrators.
- 12.4. Camas shall convene a meeting with the Mayor of Washougal, the Washougal City Administrator and the Camas City Administrator to review the CWFD Fire Chief's annual performance evaluation.
- 12.5. Camas shall notify the Mayor and City Administrator of Washougal prior to notifying the media regarding any commendation, discipline or termination of the CWFD Fire Chief.

- 12.6. The CWFD Fire Chief or designee shall notify the Mayor and/or City Administrator of Washougal regarding any major incident or emergency based on protocols approved by Washougal.
- 12.7. Camas shall provide the Mayor and/or City Administrator of Washougal and the Washougal JPAC members the opportunity to be involved, in an advisory capacity, in the assessment of the qualifications of applicants to fill a vacant CWFD Fire Chief position.

#### 13. Personnel and Labor Agreements

- 13.1. Camas and Washougal intend for the Washougal Fire Department employees to become Camas employees.
- 13.2. Camas and Washougal shall initiate negotiations with IAFF Local 2444 within thirty days of the date of this Agreement regarding a memorandum of understanding (MOU) to implement the relevant terms of the Agreement.
- 13.3. Subject to the negotiations referenced in Section 13.2, and upon the transfer of Washougal Fire Department employees to Camas, Camas shall apply the same salary structure to all CWFD employees in IAFF Local 2444.
  - 13.3.1. Where the Camas pay structure is lower than the existing Washougal pay structure the Camas pay structure will be adjusted higher for all applicable CWFD employees.
  - 13.3.2. Where the Camas pay structure is higher than the existing Washougal pay structure the applicable transferring Washougal employees will receive the higher pay.
- 13.4. The pay structure for non-represented Washougal employees transferring to

  Camas shall follow the current Camas pay structure for the same or similar

positions. The pay for a transferring non-represented employee shall not be reduced at the time of transfer.

- 13.4.13.5. All transferring Washougal employees shall receive the benefits applicable to Camas employees for their respective positions, subject to the terms of Section 14 below.
- 13.5.13.6. Ending leave balances for transferring Washougal employees will transfer to their beginning leave balances at Camas and future leave accruals will follow the Camas leave accrual structure.
- 13.6.13.7. Subject to the negotiations referenced in Section 13.2, the seniority of transferring Washougal employees will be recognized by Camas.
- 13.8. Washougal currently has an Administrative Assistant position supporting the

  Washougal Fire Department. Incumbents in this position are represented by

  AFSMCE Local 307. The position is currently vacant therefore no Washougal

  employee will be transferred to Camas. Camas may propose the creation of such a

  position in the CWFD budget if approved by the CWFD Fire Chief and the Camas

  City Council.

# 14. Employee Benefits

- 14.1. Camas and Washougal will retain their current obligations for their former employees eligible for LEOFF 1 retirement benefits.
- 14.2. Upon transfer to Camas the Washougal employees that are members of IAAF

  Local 2444participate in the LEOFF retirement system shall no longer be covered by Social Security and employee and employer contributions to Social Security will end as of the date of their transfer to Camas.
- 14.3. Transferring Washougal employees are not eligible for the Camas retiree medical benefit.

# 15. Facilities and Equipment

- 15.1. Camas and Washougal shall enter into a lease agreement whereby Washougal shall lease Station 171 to Camas at a nominal cost. The lease shall require Camas to obtain insurance coverage for Station 171 and to maintain Station 171 at minimum maintenance standards. All costs to operate and maintain Station 171 will be included in the CWFD budget.
- 15.2. Washougal shall transfer ownership of all vehicles and equipment used by the Washougal Fire Department to Camas. After the transfer Camas shall be responsible for insurance, maintenance, repair and replacement expenses for all vehicles and equipment. The cost to operate, maintain and replace all vehicles and equipment will be included in the CWFD budget.
- 15.3. The lease for Station 171 and the transfer of Washougal equipment and vehicles to Camas shall be effective within thirty days after the date Washougal Fire Department employees are transferred to Camas.

#### 16. Funding and Cost Allocation

- 16.1. The net cost to operate the CWFD shall be allocated to Camas and Washougal based on the following factors and weights:
  - 16.1.1. 50% of the net cost shall be allocated based on each city's proportion of the total assessed value of structures in Camas and Washougal as provided by the Clark County Assessor's Office.
  - 16.1.2. 25% of the net cost shall be allocated based on each city's proportion of the total Camas and Washougal population as estimated by Washington State Office of Financial Management.

- 16.1.3. 25% of the net cost shall be allocated based on each city's proportion of the total calls for Fire, EMS and ALS Transport service originating in Camas and Washougal.
- 16.2. The net cost to operate the CWFD shall include all operating costs applicable to the operation of the department less all applicable CWFD revenues.
  - 16.2.1. CWFD operating costs shall include the full cost to operate the department including the cost of personnel, supplies and services, inter-government services, equipment replacement, equipment and other capital expenditures and internal support services.
  - 16.2.2. CWFD operating costs shall also include amounts applicable to:
    - 16.2.2.1. Contributions needed to meet minimum fund balance policy.
    - 16.2.2.2. Charges related to the reconciliation of actual revenues and expenses and actual allocation factors to the allocation based on the budgeted revenues and expenses and the allocation factors used in the budget process.
  - 16.2.3. The cost of central support services, as defined in the City of Camas

    Support Services Cost Allocation Plan, provided to the CWFD during
    calendar year 2014 shall not exceed \$60,000. Charges for central support
    services provided to the CWFD in future years will be based on the 2014
    charges adjusted annually by the annual percentage increase in the CWFD
    operating budget. The annual percentage increase in the CWFD operating
    budget shall be calculated excluding capital expenses, fund balance
    contributions and true up payments. The amount charged for central
    support services may be revised as agreed to by the Camas and Washougal
    city administrators.
  - 16.2.4. CWFD revenues shall include but not be limited to:

**November 26, 2013** 

- 16.2.4.1. Payments received from ECFR for ALS Transport services.
- 16.2.4.2. Ambulance fee revenue.
- 16.2.4.3. Building plan review fees.
- 16.2.4.4. Fire prevention inspection fees.
- 16.2.4.5. Grants.
- 16.2.4.6. Other revenues.
- 16.2.4.7. Payments by Washougal under Section 16.13.
- 16.2.4.8. Revenues shall also include amounts applicable to excess reserves or credits related to the reconciliation of actual revenues and expenses and actual allocation factors to the allocation based on the budgeted revenues and expenses and the allocation factors used in the budget process.
- 16.3. Payments by Camas and Washougal to support the CWFD will be based on the approved budget and the allocation factors for the most recent complete year. For example, 2015 payments will be based on the proposed 2015 budget (completed prior to the end of 2014) and the allocation factors for 2013. See the example in Attachment D.
- 16.4. The cost allocation for the initial partial year of 2014 shall be based on the CWFD budget to be developed for 2014 and the actual allocation factors for 2012. The 2014 CWFD budget shall include costs from the date Washougal employees are transferred to Camas. The proposed partial year 2014 budget and cost allocation shall be reviewed by the JPAC prior to approval by the Camas City Council and prior to the transfer of Washougal Fire Department employees to Camas.
- 16.5. Camas shall account for all CWFD financial activity in a separate fund.

- 16.6. Camas and Washougal Finance Directors shall establish a minimum cash reserve target for the CWFD fund prior to the end of 2014 and a plan to achieve that fund balance target over time.
  - 16.6.1. At the end of any year, cash reserves in excess of the established cash reserve target shall be treated as revenue for the subsequent year's cost allocation calculation.
  - 16.6.2. At the end of any year, cash reserves needed to meet the established cash reserve target shall be treated as an expense in the subsequent year's cost allocation calculation.
- 16.7. Camas and Washougal shall make monthly payments equal to their respective allocation of CWFD net operating costs divided by twelve to the separate CWFD fund no later than the tenth of each month. The first payment shall be due on the tenth of the month following the date Washougal Fire Department employees are transferred to become Camas employees.
- 16.8. Annually, by June 30 of each year, Camas shall calculate the net costs allocable to Camas and Washougal for the prior year based on actual CWFD net operating expenses and the actual amounts for the allocation factors for the prior year. For example, the calculation completed by June 30, 2015 shall use the actual net operating expenses for 2014 and the actual data on the allocation factors for 2014. Camas shall compare the cost allocation for Camas and Washougal using the actual amounts and factors with the allocation using budgeted amounts and prior year allocation factors. Any difference (positive or negative) shall be included as an adjustment to the following years' cost allocation calculation.
- 16.9. If the CWFD incurs significant unanticipated costs during any year the Camas City Administrator shall convene a meeting with the Washougal City

- Administrator to discuss the reasons for the additional costs, the impacts and potential mitigation.
- 16.10. Camas shall establish a separate fund or account to account for the revenues and expenses associated with the replacement of CWFD apparatus, ambulances and related equipment.
  - 16.10.1. Camas shall develop a financial plan to replace CWFD apparatus, ambulances and related equipment no later than November 2014.
  - 16.10.2. The annual contribution needed to fund the replacement plan shall be included in annual CWFD budget and paid annually.
  - 16.10.3. Expenses to replace CWFD apparatus, ambulances and related equipment will be paid from the CWFD equipment replacement fund or account and shall not be included in the CWFD operating budget.
  - 16.10.4. CWFD staff vehicles shall participate in the Camas equipment rental program and any associated expenses shall be included in the CWFD operating budget.
- 16.11. Fire, EMS and ALS Transport capital facilities project expenses shall be funded separately by each city in their respective capital budgets. The cost of any capital facility that benefits both Camas and Washougal shall be shared. The basis for cost sharing shall be an estimate of the benefit received by each city from the capital project and shall be agreed to by the Parties at the time the capital project's budget is approved.
- 16.12. Camas and Washougal shall each collect Fire Impact Fees from new development as allowed by state law and expend any Fire Impact Fee revenue received on appropriate capital projects as provided in each city's budget.

- 16.13. Washougal shall pay Camas a percentage of the value of vacation and sick leave for former Washougal employees who terminate employment with Camas within three years of their transfer to Camas. Washougal shall pay 90% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within one year, 70% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within two years, 50% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within three years and 0% thereafter Washougal shall make payment to Camas within 30 days of the employee's termination.
- 16.14. Camas shall vigorously pursue all reasonable opportunities for grants to support CWFD. The Any grant requiring costs to be borne by the City of Washougal shall be approved by the Washougal City Administrator shall approve any grant application to support CWFD if the grant requires any costs to be borne by Washougal.
- 16.15. Camas shall not issue new debt to support CWFD expenditures without the approval of the Washougal City Administrator. The following debt is allowed without prior approval:
  - 16.15.1. Debt service on existing loans for a CWFD ambulance if included in the adopted CWFD budget.
  - 16.15.2. Short term loans to provide cash to pay expenses. Interest on short term loans is an allowable CWFD operating expense.
  - 16.15.3. Vehicle and equipment leases shorter than ten years if included in the adopted CWFD budget.
- 16.16. Camas and Washougal shall pay all revenue received from building plan review and fire inspection fees that are related to services provided by CWFD employees

to Camas to support the CWFD. Payment of all revenue shall be according to protocols developed by the Camas and Washougal finance directors for the assessment, collection and transfer of building plan review and fire inspection fees.

#### 17. Transition Plan

- 17.1. Camas and Washougal acknowledge that implementation of the Agreement is subject to an executed MOU with IAFF Local 2444 substantially conforming to the terms identified in the Agreement and to the successful completion of other tasks required to transition employees and services to Camas.
- 17.2. Within two weeks of the effective date of this Agreement the CWFD Fire Chief shall convene a transition team including appropriate CWFD personnel and the Camas and Washougal finance and human resources directors.
- 17.3. The transition team shall develop a work plan within 30 days to complete the transition of Washougal employees to Camas and to complete other tasks required under this Agreement. The transition plan shall provide for the transfer of Washougal personnel and equipment to Camas and the completion of other transition tasks no later than July 1, 2014.
- 17.4. If the MOU with IAFF is not in place by July 1, 2014 then this Agreement shall terminate unless otherwise amended.

#### 18. Events Allowing for Agreement to be Renegotiated

- 18.1. Either Camas or Washougal may request that the terms of this Agreement be renegotiated if any one of the following occurs:
  - 18.1.1. Voters in either city reject that city's proposed EMS levy two times within a twelve month period.
  - 18.1.2. ECFR no longer contracts with Camas for ambulance service.

- 18.1.3. The percentage of total net operating costs allocated to either city using the weighted factors in Section 16 changes by more than 2% from one year to the next.
- 18.1.4. The annual allocated cost to either city increases by 5% per year or more based on a three year rolling average increase. The calculation of the increase in this section shall exclude capital expenses and fund balance contributions.
  - 18.1.4.1. The annual allocated cost to either city increases by 10% or more from the prior year. The calculation of the increase in this section shall exclude capital expenses and fund balance contributions and shall not apply to 2015 since 2014 will be a partial year.
- 18.2. If any of the events identified in Section 18.1 occur either party may provide written notice to the other party requesting a meeting to present their concerns and potential solutions. The Parties shall meet and work in good faith to revise the Agreement to address the concerns. If the Parties are unable to agree on a revision to the Agreement within six months of the date of the notice then either city may provide 12 months' notice of termination according to the terms of Section 19.

#### 19. Termination

- 19.1. If an MOU with IAFF Local 2444 is not executed by July 1, 2014 then this Agreement shall terminate unless otherwise amended.
- 19.2. The Agreement may be terminated by either party without cause with a minimum of twenty-four months' notice to the other party.
  - 19.2.1. Termination may only occur on the last day of a calendar year.

- 19.2.2. Termination of the Agreement under this section shall be approved by the city council of the city initiating the termination action.
- 19.3. Washougal may terminate the Agreement with a minimum of twelve months' notice if any of the following occur.
  - 19.3.1. The Department of Health suspends, modifies, or revokes Camas' license to provide ALS transport services.
  - 19.3.2. Camas does not deploy an ambulance in Washougal for a period of more than five consecutive days or more than twenty days over a twelve month period.
  - 19.3.3. The State Auditor's Office issues an audit finding on the management of the CWFD fire fund within two consecutive years.
  - 19.3.4. More than ten percent (10%) of the Camas paramedics have their paramedic certification suspended, revoked or denied within one calendar year.
  - 19.3.5. Camas is more than thirty (30) days delinquent on its payment to the CWFD fund under this Agreement two or more times during a twelve month period.
  - 19.3.6. Camas does not apply all appropriate CWFD revenue to the separate CWFD fund or withdraws fundfunds from the CWFD fund for a purpose not related to Fire, EMS or licensed ALS Transport services.
  - 19.3.7. The occurrence of the events as described in Section 18.2.
- 19.4. Camas may terminate the Agreement with a minimum of twelve months' notice if any of the following occur.

- 19.4.1. Washougal is more than thirty (30) days delinquent on its payment to Camas under this Agreement two or more times during a twelve month period.
- 19.4.2. Washougal is in violation of the lease agreement referenced in Section 15.1 of the Agreement.
- 19.4.3. Washougal does not maintain access to all fire hydrants maintained by Washougal including those outside the Washougal city limits.
- 19.4.4. Washougal does not maintain adequate water pressure at all fire hydrants maintained by Washougal including those outside the Washougal city limits.
- 19.4.5. Washougal passes laws or ordinances that conflict with the delivery of services under the terms of this Agreement.
- 19.4.6. The occurrence of the events as described in Section 18.2.
- 19.5. Notice of termination of the Agreement under sections 19.3 or 19.4 must reference the specific cause for termination and provide evidence supporting the violation of the specific provision in sections 19.3 or 19.4.
- 19.6. Termination of the Agreement under sections 19.3 or 19.4 may only occur on the last day of a calendar year and shall be approved by the city council of the city that initiated the termination action.
- 19.7. The CWFD fire chief and city administrators shall, within thirty days of any notice of termination, convene a meeting to initiate development of a termination plan. The termination plan shall be completed no later than six months prior to termination and, at a minimum, address:
  - 19.7.1. The distribution of CWFD assets and liabilities which shall equitably split based on recent cost allocation percentages and service delivery scope.

- 19.7.1.1. The distribution of CWFD assets to WFD shall include at minimum a compliment complement of equipment necessary to fulfill Washington State requirements for Washougal to renew its licensure as a Trauma Verified BLS Aid Service.
- 19.7.2. The termination of any facility leases and the return of facilities in good working condition.
- 19.7.3. Any agreements with IAFF Local 2444 or among the Parties regarding the transition and/or status of CWFD employees.
- 19.8. No later than June 30 in the year following termination Camas shall provide
  Washougal with a statement of the net costs allocable to Camas and Washougal
  for the prior year based on actual CWFD net operating expenses and the actual
  amounts for the allocation factors for the prior year. Camas shall provide
  Washougal with a comparison of the cost allocation for Camas and Washougal
  using the actual amounts and factors with the allocation using budgeted amounts
  and prior year allocation factors. Any amount owed by Washougal to Camas or
  owed by Camas to Washougal shall be paid by August 1 of the year following
  termination.

#### 20. Injunctive Relief

20.1. The Parties acknowledge that irreparable harm to the public health, safety, and welfare would occur if either party were to breach this Agreement in such a manner so as to cause an interruption in the provision of fire, EMS and ambulance transport services to the Cities of Camas and Washougal. The Parties further agree that, in the event of such a breach, the only effective means of preventing such harm is injunctive relief. The Parties therefore agree that, in the event of any such breach of this Agreement by either party, the non-breaching party shall be entitled to injunctive relief, including the issuance of an immediate

temporary restraining order, enjoining the other party from breaching the Agreement and compelling compliance in accordance with the terms of the Agreement.

# 21. Fire Investigation

21.1. The CWFD will assume responsibility for all fire cause determination investigation activities within Washougal and will work closely with the Washougal Police Department (WPD) in processing any case. CWFD and WPD shall cooperate in the preservation of evidence, chain of custody, investigating suspects and persons of interest for all cases arising from origin and cause investigations within the jurisdictional boundaries of the City of Washougal.

#### 22. Fire Codes

- 22.1. The Parties shall complete a joint review of their respective fire codes, including local amendments, within three years of the date of this agreement Agreement.
- 22.2. Camas and Washougal shall adopt a common fire code within three years of the date of this agreement Agreement.

#### 23. Planning

- 23.1. The CWFD shall complete or update a CWFD capital facility plan, at a minimum, when Camas or Washougal update their comprehensive plans.
- 23.2. Any CWFD capital facility plan shall be reviewed by the JPAC prior to adoption by either Camas or Washougal.
- 23.3. CWFD shall complete an update to its operating and deployment plan annually and review the updated plan annually with the JPAC.

#### 24. Hold Harmless and Insurance

- 24.1. The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the gross negligence or intentional acts of Washougal and its employees or officers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing fire, emergency medical and licensed ALS transport services pursuant to this Agreement.
- 24.2. The cost of insurance shall be included as a CWFD operating expense.
- 24.3. In the event Camas is presented with a claim with an estimated uninsured liability in excess of \$100,000 it shall provide notice to Washougal regarding the claim. Within thirty (30) days of such notice the Parties shall meet to discuss the claim and the appropriate response.

# 25. Dispute Resolution

25.1. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 2728. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not

- more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.
- 25.2. If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the mater in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.
- 25.3. In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

#### 26. Severability

- 26.1. If any section or part of the Service Agreement is held by a Court to be invalid, such action shall not affect the validity of any other part of this Agreement
- 26.1. If any provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this Agreement or its application to other entities or circumstances shall not be affected. The remaining provisions continue in full force and effect, and the Parties' rights and obligations must be construed and enforced as if the Agreement did not contain the particular invalid provision. But if the invalid

provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and infeasible, is found to seriously affect the consideration, and is inseparably connected to the remainder of the Agreement, then either party may give notice of termination and invoke the termination process set forth in Section 19.3 of this Agreement.

# 27. Filing of Agreement

27.1. This agreement Agreement shall be filed with the city clerks of Camas and Washougal, with the county auditor or, alternatively, listed by subject on the public agency's web site or other electronically retrievable public source

#### 28. Notices

- 28.1. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class mail postage pre-paid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:
- 28.2. Notice to Camas shall be sent to:

Camas City Administrator 616 NE 4th Avenue

oro IVE +til / IVeliae

Camas, WA 98607

28.3. Notice to Washougal shall be sent to:

Washougal City Administrator

1701 C Street

Washougal, WA 98671

# 29. Compliance with Laws

29.1. The Parties shall comply with all applicable state, federal and local laws in carrying out the terms of this Agreement.

#### 30. Modification

30.1. No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, and signed, by both Parties.

# 31. Interpretation

31.1. This Agreement is and shall be deemed jointly drafted and written by both Parties and shall not be construed or interpreted against the city originating or preparing it.

#### 32. Laws and Venue

32.1. The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

Camas-Washougal Fire Department ILA Draft Agreement November 26, 2013	DRAFT
DATED this day of December, 2013.	
By: Mayor of the City of Washougal	By:  Mayor of the City of Camas
Attest: Washougal City Clerk	Attest: Camas City Clerk
Approved to Form:	Approved to Form:
Camas City Attorney	Washougal City Attorney

# Cities of Camas and Washougal WA Camas Washougal Fire Department Interlocal Agreement Attachment D - Cost Allocation Example

Fire and EMS Expenses Salaries and Benefits Supplies and Services Equipment Replacement Intergovernmental Capital Debt Payments	\$	910,262 100,000 275,150 215,000	Bas Bas Est Bas Inc Bas	mments sed on proposed sed on proposed imate sed on proposed ludes ambulanc sed on proposed	d 2014 budget d 2014 budget te purchase	
Dedicated Revenues  ECFR EMS Levy  SAFER Grant - EMS  Ambulance Fees  Other Fire Revenue  Other EMS Revenue  Loan Proceeds - Ambulance	\$	96,000 910,000 40,000	Exp Bas Pla Mis	sed on proposed pires August 201 sed on 2013 v. 2 n review, etc. sc. revenues	*	
Net Operating Expenses	\$	6,663,487				
Adjustments Reserve Increase/Use True Up from Prior Year Other Adjusted Net Operating Expense	\$ \$ <b>\$</b>	6,663,487	- -			
Allocation Factors - 2012 Washougal		Total Calls 2,523		Population 14,340	<u>Structure AV</u> \$ 784,631,794	
Camas		2,938			\$ 1,784,757,632	
Total		5,461		34,360	\$ 2,569,389,426	
Source	Fire	e Depts	WA	OFM	County Assessor	
Share of Factors Washougal Camas Total		46.2% 53.8% <b>100.0%</b>		41.7% 58.3% 100.0%	69.5%	
Weights		25%	,	25%	50%	
Weighted Allocation Washougal Camas Total		11.6% 13.4% <b>25.0</b> %		10.4% 14.6% <b>25.0%</b>	34.7%	Total 37.3% 62.7% 100.0%
2014 Allocated Net Operating Expense		<u>Annual</u>		Monthly		
Washougal	\$	2,482,320	\$	206,860		
Camas	\$	4,181,167	\$	348,431		
Total	\$	6,663,487	\$	555,291	•	
Check Total \$ -						

# INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-WASHOUGAL FIRE DEPARTMENT

#### December 4, 2013

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of December 2013 pursuant to RCW 39.34, the Interlocal Cooperation Act, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereinafter also collectively referred to as the "Parties".

#### RECITALS

- A. Whereas, the Parties have cooperated with each other on policy making and service delivery for more than thirty years covering a broad spectrum of policies and services; and,
- B. Whereas, the cities of Camas and Washougal share a boundary and collectively serve more than 20 square miles, 34,900 residents and hundreds of businesses; and,
- C. Whereas, the Parties have cooperated in the delivery of Fire, Emergency Medical Services (EMS) and advanced life support ambulance transport services for more than thirty years; and,
- D. Whereas, the Parties are currently operating under an existing agreement dated November 15, 2012 whereby Camas provides emergency medical rescue and licensed advanced life support (ALS) ambulance transport services to Washougal and to East County Fire and Rescue (ECFR); and.
- E. Whereas, the Parties are currently operating under an agreement dated April 2, 2012 that outlines the terms of a trial consolidation establishing among other things the joint deployment of personnel and equipment to serve both cities, minimum deployment levels for personnel in Washougal and a cooperative evaluation of the trial consolidation results; and,

- F. Whereas, the Parties have engaged in a cooperative evaluation of the trial consolidation and have determined that the consolidation has contributed to enhanced levels of service for the same or lower costs; and,
- G. Whereas, the Parties desire to formalize the current trial consolidation to provide for the sustained delivery of Fire, EMS and ALS transport services and to continue the service enhancements experienced thus far which include:
  - a. Increasing minimum daily staffing at the Washougal fire station;
  - b. Adding a paramedic transport unit to the Washougal fire station where none previously existed;
  - c. Decreasing ambulance response times to serious medical calls in the eastern portion of the consolidated service area;
  - d. Expanding fire inspection and prevention programs for both cities;
  - e. Contributing to lower overtime costs and other cost savings in 2013;
  - f. Improving personnel training through better coordination and planning; and,
- H. Whereas, Washougal is interested in entering into an agreement with Camas to provide Fire, EMS and ALS Transport services to Washougal; and,
- Whereas, Camas is interested in entering into an agreement with Washougal to provide Fire, EMS and ALS Transport services to Washougal; and,
- J. Whereas, the Parties believe that the consolidated delivery of Fire, EMS and ALS Transport services will provide the most efficient and effective delivery of fire prevention, community education, fire suppression, emergency preparedness, emergency medical response and transport services to both communities; and,
- K. Whereas, the Parties believe that the consolidated delivery of Fire, EMS and ALS Transport services will allow them to more effectively plan for future delivery of Fire, EMS and Transport services to both communities.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

#### **AGREEMENT**

# 1. Purpose

- 1.1. The purpose of this Agreement is to make possible the most efficient and effective delivery of Fire, EMS and licensed ALS Transport services to the cities of Camas and Washougal.
- 1.2. The Parties acknowledge the challenge of sustainably funding Fire, EMS and licensed ALS Transport services and believe consolidated service delivery will help address that challenge through:
  - 1.2.1. Economies of scale in operation and organization.
  - 1.2.2. Elimination of redundant costs associated with geographic overlap of service deployment.
  - 1.2.3. Providing a larger pool of staffing to help reduce staffing costs associated with fixed post and dynamic response positions.
  - 1.2.4. More effective fire prevention services (plan review, code enforcement, fire cause determination, community education and community risk reduction).
  - 1.2.5. Lower response times for medical calls in the eastern portion of the joint service area.
  - 1.2.6. More effective training of first responders.
  - 1.2.7. Expanded opportunities for volunteers.
- 1.3. The Parties also believe that consolidated service delivery will allow them to more effectively plan for future delivery of Fire, EMS and Transport services to both communities. Improvements in cost-effectiveness realized over the longer term could include:

- 1.3.1. Apparatus and equipment deployment and replacement.
- 1.3.2. New fire station location and current fire station utilization.
- 1.3.3. Emergency management and preparedness program delivery.
- 1.3.4. Education and fire prevention program delivery.
- 1.4. No new separate legal or administrative entity is established by this Agreement.

#### 2. Term

- 2.1. This Agreement shall be effective on January 1, 2014.
- 2.2. The initial term of this Agreement shall expire on December 31, 2023.
- 2.3. The term of the Agreement shall automatically renew for an additional ten years unless otherwise terminated by one of the Parties.
- 2.4. Notice of termination shall follow the provisions of Section 19 of this Agreement.
- 2.5. If the City of Washougal Fire Department employees do not become City of Camas employees by July 1, 2014 then this Agreement shall terminate on July 1, 2014 unless otherwise amended.

# 3. Relationship to Other Agreements

- 3.1. The Parties are currently operating under an agreement dated April 2, 2012 outlining the terms of a trial consolidation establishing among other things the joint deployment of personnel and equipment to serve both cites, minimum deployment levels for personnel in Washougal and a cooperative evaluation of the trial consolidation results. The April 2, 2012 agreement expires on December 31, 2013.
  - 3.1.1. In order to provide for the transition of Washougal Fire department employees to Camas, the April 2, 2012 agreement, included as Attachment A, is hereby amended as follows:

- 3.1.1.1. The term of the April 2, 2012 agreement is extended until September 30, 2014 or its earlier termination under Section 3.1.1.2.
- 3.1.1.2. The April 2, 2012 agreement shall automatically terminate upon the transfer of Washougal employees to Camas under the terms of this Agreement, at which time, the terms of this Agreement shall be fully effective and shall govern the relationship between the parties.
- 3.2. The Parties and East County Fire and Rescue are currently operating under an existing agreement dated November 15, 2012 whereby Camas provides emergency medical rescue and licensed advanced life support (ALS) ambulance transport services to Washougal and to East County Fire and Rescue. The November 15, 2012 agreement expires on December 31, 2014.
  - 3.2.1. This Agreement supplements the November 15, 2012 agreement by specifying additional provisions applicable only to Camas and Washougal.
  - 3.2.2. Camas agrees that on or before December 31, 2014 it will negotiate with ECFR to replace the November 15, 2012 agreement to include, among other provisions, an annual payment from ECFR to Camas equivalent to at least \$0.46/\$1,000 assessed valuation for the provision of EMS and licensed ALS Transport services.

# 4. Department Name

- 4.1. The consolidated department created by this Agreement shall be called the Camas-Washougal Fire Department (CWFD).
- 4.2. A joint logo, reflecting the current logo being used by CWFD personnel, shall be placed on all apparatus and equipment and on all uniforms.
- 4.3. Building signage shall be changed to reflect the department name using the most cost-effective manner within three months with permanent building signage in place within twenty-four months.

#### 5. Services to be Provided

- 5.1. During the term of this Agreement Camas shall provide the following Fire, EMS and licensed ALS Transport services:
  - 5.1.1. Fire suppression.
  - 5.1.2. Fire cause determination.
  - 5.1.3. Fire inspection of occupancies.
  - 5.1.4. Transporting Advanced Life Support (ALS) emergency medical services.
  - 5.1.5. First response Advanced/Basic Life Support (ALS/BLS) emergency medical services.
  - 5.1.6. Public education.
  - 5.1.7. Fire Prevention.
  - 5.1.8. Hazardous materials "Awareness Level" response.
  - 5.1.9. Low-angle rescue.
  - 5.1.10. Emergency management.
  - 5.1.11. Support services to include ambulance billing.
  - 5.1.12. Automatic and mutual emergency response to neighboring jurisdictions.

#### 6. Levels of Service

- 6.1. The current standard of coverage, field operations, deployment model, command staffing, and operational policies and procedures shall be maintained at the current level of service, subject to future funding levels.
- 6.2. Camas shall provide Washougal with the level of service and response time identified in the adopted response coverage document included as Attachment B.
  - 6.2.1. No later than June 30, 2014 Washougal shall adopt the response coverage document include in Attachment B as the City's policy for determining emergency medical, fire and rescue resource deployment time standards.
- 6.3. CWFD staffing will be at the discretion of the Battalion Chief to allow for operational needs subject to the terms and conditions identified in this Agreement.
- 6.4. The initial minimum deployment model for delivery of Fire, EMS and licensed ALS Transport services shall be:

- 6.4.1. A minimum of four certified paramedics on duty at all times
- 6.4.2. A minimum of eleven personnel on duty at all times four of which are certified paramedics
- 6.4.3. Station 41 One battalion chief on Battalion 41, two personnel on Engine 41, two personnel on Medic 41 including one certified paramedic
- 6.4.4. Station 42 Two personnel on Medic 42/Engine 42 (split station) including one certified paramedic
- 6.4.5. Station 171 Two personnel on Engine 171 and two personnel on Medic 43 including one certified paramedic.
- 6.4.6. See service area and station map in Attachment C.
- 6.5. Camas shall station an engine at Washougal's Fire Station 171 twenty-four (24) hours per day with a minimum staffing of two firefighters.
- 6.6. Camas shall station an ALS ambulance at Washougal's Fire Station 171 twenty-four (24) hours per day with a minimum staffing of one certified paramedic.
- 6.7. Camas shall provide licensed ALS transport services throughout Washougal.
- 6.8. Subject to funding levels, Camas shall maintain the current Washington Survey and Rating Bureau rating in Washougal.
- 6.9. In the event of unanticipated and extraordinary circumstances, such as loss or destruction of facilities or equipment due to casualty, or insufficient personnel as a result of unforeseen causes, the Fire Chief, in consultation with the city administrators of both cities, may deviate from the staffing and equipment deployment standards set forth in Section 6. Any such deviation shall be only for such duration as is reasonably necessary to rectify the loss of equipment or facilities, or to address the staffing shortage. Deviations under this subsection to the staffing and equipment standards of Section 6 shall not be grounds for termination under Section 19.

#### 7. Annexations

- 7.1. Camas and Washougal shall provide notice to the other party when either initiates annexation of any property into their corporate limits.
- 7.2. Upon request, Camas shall provide information regarding the impact of any annexation on revenue, expenses and Fire, EMS and ALS Transport service levels.

#### 8. Governance and Administration of Services

- 8.1. Camas to administer services subject to the terms of this Agreement to include employment of all personnel.
- 8.2. Camas City Council to provide policy direction and governance for Fire, EMS and ALS Transport services provided by Camas, subject to the terms of this Agreement. The Camas City Council and administration shall consider Joint Policy Advisory Committee input (see Section 10) on policy decisions that affect Fire, EMS and ALS Transport services provided to Washougal.
- 8.3. Washougal shall designate, as needed, CWFD as the city's Fire, EMS and Transport service provider in all documents, public information materials and on its web site.
- 8.4. Washougal will furnish, without charge, such quantities of water, water pressure and the use of fire hydrants as Camas may require for its emergency response and training operations, wherever and so far as such water is available from Washougal's water system, including water service provided by Washougal outside Washougal's corporate limits.
- 8.5. Washougal shall designate the CWFD Fire Chief as Washougal's Fire Chief and the CWFD Fire Marshal as Washougal's Fire Marshal
- 8.6. Washougal shall approve, endorse or transfer other administrative agreements and contracts as required to facilitate CWFD provision of services in Washougal.

8.7. Washougal shall provide Camas with written notice at least ninety (90) days in advance of any proposed changes in ordinances, laws or regulations which would significantly affect Camas' ability to provide the services set forth in this Agreement or which would substantially change the cost or level of services provided.

#### 9. Volunteers

- 9.1. Volunteer firefighters shall continue to be utilized at or above the current level subject to the availability of trained volunteers to perform the desired services.
- 9.2. The use of volunteers and opportunities for them to serve may be enhanced as agreed by the Volunteer Firefighters and the CWFD.
- 9.3. CWFD shall conduct volunteer recruitment and training activities at least annually.
- 9.4. Camas and Washougal shall revise their respective municipal codes related to volunteer firefighters within two years to reflect then current practices and to provide similar language related to the use of volunteer firefighters.

# 10. Joint Policy Advisory Committee (JPAC)

- 10.1. Camas will convene a Joint Policy Advisory Committee at least annually to review the services set forth in this Agreement.
- 10.2. The JPAC will consist of three City Council members from Washougal appointed by the Mayor of Washougal and three City Council members from Camas appointed by the Mayor of Camas.
- 10.3. JPAC meeting shall be conducted in accordance with the provisions of Chapter42.30 Revised Code of Washington, the Open Public Meetings Act.
- 10.4. The CWFD Fire Chief shall staff the meeting to include preparing the agenda and materials and providing them to the JPAC members. The CWFD Fire Chief shall provide a draft agenda to the Camas and Washougal city administrators for review prior to distributing it to the JPAC members.

- 10.5. Camas shall prepare summary minutes of each JPAC meeting and make the minutes available on the City of Camas web site within two weeks of the meeting.
- 10.6. The general role of the JPAC shall include:
  - 10.6.1. Review the CWFD annual report regarding the services provided under this Agreement.
  - 10.6.2. Review and make recommendations regarding amendments to the Agreement, subsequent agreements or plans referenced in the Agreement.
  - 10.6.3. Review and make recommendations regarding any Fire, EMS or ALS Transport policy item to be presented to the Camas or Washougal city councils for approval.
  - 10.6.4. Review the proposed CWFD budget and allocation of costs to Camas and Washougal prior to the budget being adopted by the Camas City Council.
- 10.7. Camas shall convene the JPAC prior to the formal transfer of Washougal employees to Camas as provided in the Agreement or no later than July 1, 2014 to review the status of implementation of the Agreement.
- 10.8. Special meetings of the JPAC may be called by the Mayor of Camas or the Mayor of Washougal by providing timely notice to the CWFD Fire Chief specifying the meeting request and the intended agenda for the meeting.

#### 11. Reporting

- 11.1. Camas shall provide reports to the Washougal City Administrator regarding the services set forth in this Agreement no later than one month following the end of each quarter (ex: April 30 for the quarter ending March 31) with the exception of the fourth quarter where such information shall be contained within the annual report as provided in Section 11.2. The quarterly report shall include, at a minimum:
  - 11.1.1. CWFD call responses and transports by station of origin and city responding to.

- 11.1.2. A discussion of any significant issues affecting the delivery of services.
- 11.1.3. A financial report showing the actual expenses to date compared to the budget.
- 11.1.4. A summary of overtime expenses. If actual overtime expenses for the year to date exceed the year to date budget or prior year to date actual amount for the same period by more than five percent (5%) then the CWFD Fire Chief shall provide a written report as to the cause of the variance and any actions proposed to control overtime expenses for the remainder of the year.
- 11.2. Camas shall provide an annual report to the Washougal City Administrator no later than February 15<sup>th</sup> each year for the prior calendar year. The annual report shall include the information identified in Section 11.1 and the following:
  - 11.2.1. A review of the CWFD deployment model or operational plan for the prior year including minimum staffing levels.
  - 11.2.2. A discussion of CWFD actual revenues and expenses compared to budget, including:
    - 11.2.2.1. Summary observations of the overall financial results.
    - 11.2.2.2. A detailed review of ambulance fees, fee levels, collection rates and percent of fees paid by Medicare.
    - 11.2.2.3. A detailed review of other revenues received including revenues from ECFR.
    - 11.2.2.4. A detailed review of overtime expenses.
    - 11.2.2.5. A detailed review of the equipment replacement fund revenues and expenses.
    - 11.2.2.6. A detailed review of the ending fund balance and available reserves.

- 11.2.3. A review of CWFD performance consistent with RCW 35.103.040 to include:
  - 11.2.3.1. Response times relative to the adopted response standards as identified in Attachment B.
  - 11.2.3.2. Emergency medical responses and outcomes.
  - 11.2.3.3. A summary of significant incidents and major fire cause determination investigations including outcomes or status.
  - 11.2.3.4. A summary of fire inspection and prevention activity and results

#### 12. Fire Chief

- 12.1. The CWFD Fire Chief shall be a Camas employee and the Camas Mayor and City Administrator shall be responsible for hiring, evaluating and disciplining and terminating the CWFD Fire Chief.
- 12.2. The appointment of the CWFD Fire Chief shall be subject to confirmation by a majority of the Camas City Council as required by the Camas municipal code.
- 12.3. The CWFD Fire Chief shall meet with the city administrators of Camas and Washougal monthly or as agreed to by the city administrators.
- 12.4. Camas shall convene a meeting with the Mayor of Washougal, the Washougal City Administrator and the Camas City Administrator to review the CWFD Fire Chief's annual performance evaluation.
- 12.5. Camas shall notify the Mayor and City Administrator of Washougal prior to notifying the media regarding any commendation, discipline or termination of the CWFD Fire Chief.
- 12.6. The CWFD Fire Chief or designee shall notify the Mayor and/or City

  Administrator of Washougal regarding any major incident or emergency based on protocols approved by Washougal.

12.7. Camas shall provide the Mayor and/or City Administrator of Washougal and the Washougal JPAC members the opportunity to be involved, in an advisory capacity, in the assessment of the qualifications of applicants to fill a vacant CWFD Fire Chief position.

# 13. Personnel and Labor Agreements

- 13.1. Camas and Washougal intend for the Washougal Fire Department employees to become Camas employees.
- 13.2. Camas and Washougal shall initiate negotiations with IAFF Local 2444 within thirty days of the date of this Agreement regarding a memorandum of understanding (MOU) to implement the relevant terms of the Agreement.
- 13.3. Subject to the negotiations referenced in Section 13.2 and upon the transfer of Washougal Fire Department employees to Camas, Camas shall apply the same salary structure to all CWFD employees in IAFF Local 2444.
  - 13.3.1. Where the Camas pay structure is lower than the existing Washougal pay structure the Camas pay structure will be adjusted higher for all applicable CWFD employees.
  - 13.3.2. Where the Camas pay structure is higher than the existing Washougal pay structure the applicable transferring Washougal employees will receive the higher pay.
- 13.4. The pay structure for non-represented Washougal employees transferring to Camas shall follow the current Camas pay structure for the same or similar positions. The pay for a transferring non-represented employee shall not be reduced at the time of transfer.
- 13.5. All transferring Washougal employees shall receive the benefits applicable to Camas employees for their respective positions, subject to the terms of Section 14 below.

- 13.6. Ending leave balances for transferring Washougal employees will transfer to their beginning leave balances at Camas and future leave accruals will follow the Camas leave accrual structure.
- 13.7. Subject to the negotiations referenced in Section 13.2, the seniority of transferring Washougal employees will be recognized by Camas.
- 13.8. Washougal currently has an Administrative Assistant position supporting the Washougal Fire Department. Incumbents in this position are represented by AFSMCE Local 307. The position is currently vacant therefore no Washougal employee will be transferred to Camas. Camas may propose the creation of such a position in the CWFD budget if approved by the CWFD Fire Chief and the Camas City Council.

# 14. Employee Benefits

- 14.1. Camas and Washougal will retain their current obligations for their former employees eligible for LEOFF 1 retirement benefits.
- 14.2. Upon transfer to Camas the Washougal employees that participate in the LEOFF retirement system shall no longer be covered by Social Security and employee and employer contributions to Social Security will end as of the date of their transfer to Camas.
- 14.3. Transferring Washougal employees are not eligible for the Camas retiree medical benefit.

# 15. Facilities and Equipment

15.1. Camas and Washougal shall enter into a lease agreement whereby Washougal shall lease Station 171 to Camas at a nominal cost. The lease shall require Camas to obtain insurance coverage for Station 171 and to maintain Station 171 at minimum maintenance standards. All costs to operate and maintain Station 171 will be included in the CWFD budget.

- 15.2. Washougal shall transfer ownership of all vehicles and equipment used by the Washougal Fire Department to Camas. After the transfer Camas shall be responsible for insurance, maintenance, repair and replacement expenses for all vehicles and equipment. The cost to operate, maintain and replace all vehicles and equipment will be included in the CWFD budget.
- 15.3. The lease for Station 171 and the transfer of Washougal equipment and vehicles to Camas shall be effective within thirty days after the date Washougal Fire Department employees are transferred to Camas.

# 16. Funding and Cost Allocation

- 16.1. The net cost to operate the CWFD shall be allocated to Camas and Washougal based on the following factors and weights:
  - 16.1.1. 50% of the net cost shall be allocated based on each city's proportion of the total assessed value of structures in Camas and Washougal as provided by the Clark County Assessor's Office.
  - 16.1.2. 25% of the net cost shall be allocated based on each city's proportion of the total Camas and Washougal population as estimated by Washington State Office of Financial Management.
  - 16.1.3. 25% of the net cost shall be allocated based on each city's proportion of the total calls for Fire, EMS and ALS Transport service originating in Camas and Washougal.
- 16.2. The net cost to operate the CWFD shall include all operating costs applicable to the operation of the department less all applicable CWFD revenues.
  - 16.2.1. CWFD operating costs shall include the full cost to operate the department including the cost of personnel, supplies and services, inter-government services, equipment replacement, equipment and other capital expenditures and internal support services.
  - 16.2.2. CWFD operating costs shall also include amounts applicable to:

- 16.2.2.1. Contributions needed to meet minimum fund balance policy.
- 16.2.2.2. Charges related to the reconciliation of actual revenues and expenses and actual allocation factors to the allocation based on the budgeted revenues and expenses and the allocation factors used in the budget process.
- 16.2.3. The cost of central support services, as defined in the City of Camas Support Services Cost Allocation Plan, provided to the CWFD during calendar year 2014 shall not exceed \$60,000. Charges for central support services provided to the CWFD in future years will be based on the 2014 charges adjusted annually by the annual percentage increase in the CWFD operating budget. The annual percentage increase in the CWFD operating budget shall be calculated excluding capital expenses, fund balance contributions and true up payments. The amount charged for central support services may be revised as agreed to by the Camas and Washougal city administrators.
- 16.2.4. CWFD revenues shall include but not be limited to:
  - 16.2.4.1. Payments received from ECFR for ALS Transport services.
  - 16.2.4.2. Ambulance fee revenue.
  - 16.2.4.3. Building plan review fees.
  - 16.2.4.4. Fire prevention inspection fees.
  - 16.2.4.5. Grants.
  - 16.2.4.6. Other revenues.
  - 16.2.4.7. Payments by Washougal under Section 16.13.
  - 16.2.4.8. Revenues shall also include amounts applicable to excess reserves or credits related to the reconciliation of actual revenues and expenses and actual allocation factors to the

- allocation based on the budgeted revenues and expenses and the allocation factors used in the budget process.
- 16.3. Payments by Camas and Washougal to support the CWFD will be based on the approved budget and the allocation factors for the most recent complete year. For example, 2015 payments will be based on the proposed 2015 budget (completed prior to the end of 2014) and the allocation factors for 2013. See the example in Attachment D.
- 16.4. The cost allocation for the initial partial year of 2014 shall be based on the CWFD budget to be developed for 2014 and the actual allocation factors for 2012. The 2014 CWFD budget shall include costs from the date Washougal employees are transferred to Camas. The proposed partial year 2014 budget and cost allocation shall be reviewed by the JPAC prior to approval by the Camas City Council and prior to the transfer of Washougal Fire Department employees to Camas.
- 16.5. Camas shall account for all CWFD financial activity in a separate fund.
- 16.6. Camas and Washougal Finance Directors shall establish a minimum cash reserve target for the CWFD fund prior to the end of 2014 and a plan to achieve that fund balance target over time.
  - 16.6.1. At the end of any year, cash reserves in excess of the established cash reserve target shall be treated as revenue for the subsequent year's cost allocation calculation.
  - 16.6.2. At the end of any year, cash reserves needed to meet the established cash reserve target shall be treated as an expense in the subsequent year's cost allocation calculation.
- 16.7. Camas and Washougal shall make monthly payments equal to their respective allocation of CWFD net operating costs divided by twelve to the separate CWFD fund no later than the tenth of each month. The first payment shall be due on the tenth of the month following the date Washougal Fire Department employees are transferred to become Camas employees.

- 16.8. Annually, by June 30 of each year, Camas shall calculate the net costs allocable to Camas and Washougal for the prior year based on actual CWFD net operating expenses and the actual amounts for the allocation factors for the prior year. For example, the calculation completed by June 30, 2015 shall use the actual net operating expenses for 2014 and the actual data on the allocation factors for 2014. Camas shall compare the cost allocation for Camas and Washougal using the actual amounts and factors with the allocation using budgeted amounts and prior year allocation factors. Any difference (positive or negative) shall be included as an adjustment to the following years' cost allocation calculation.
- 16.9. If the CWFD incurs significant unanticipated costs during any year the Camas City Administrator shall convene a meeting with the Washougal City Administrator to discuss the reasons for the additional costs, the impacts and potential mitigation.
- 16.10. Camas shall establish a separate fund or account to account for the revenues and expenses associated with the replacement of CWFD apparatus, ambulances and related equipment.
  - 16.10.1. Camas shall develop a financial plan to replace CWFD apparatus, ambulances and related equipment no later than November 2014.
  - 16.10.2. The annual contribution needed to fund the replacement plan shall be included in annual CWFD budget and paid annually.
  - 16.10.3. Expenses to replace CWFD apparatus, ambulances and related equipment will be paid from the CWFD equipment replacement fund or account and shall not be included in the CWFD operating budget.
  - 16.10.4. CWFD staff vehicles shall participate in the Camas equipment rental program and any associated expenses shall be included in the CWFD operating budget.
- 16.11. Fire, EMS and ALS Transport capital facilities project expenses shall be funded separately by each city in their respective capital budgets. The cost of any capital

- facility that benefits both Camas and Washougal shall be shared. The basis for cost sharing shall be an estimate of the benefit received by each city from the capital project and shall be agreed to by the Parties at the time the capital project's budget is approved.
- 16.12. Camas and Washougal shall each collect Fire Impact Fees from new development as allowed by state law and expend any Fire Impact Fee revenue received on appropriate capital projects as provided in each city's budget.
- 16.13. Washougal shall pay Camas a percentage of the value of vacation and sick leave for former Washougal employees who terminate employment with Camas within three years of their transfer to Camas. Washougal shall pay 90% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within one year, 70% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within two years, 50% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within three years and 0% thereafter Washougal shall make payment to Camas within 30 days of the employee's termination.
- 16.14. Camas shall vigorously pursue all reasonable opportunities for grants to support CWFD. Any grant requiring costs to be borne by the City of Washougal shall be approved by the Washougal City Administrator.
- 16.15. Camas shall not issue new debt to support CWFD expenditures without the approval of the Washougal City Administrator. The following debt is allowed without prior approval:
  - 16.15.1. Debt service on existing loans for a CWFD ambulance if included in the adopted CWFD budget.
  - 16.15.2. Short term loans to provide cash to pay expenses. Interest on short term loans is an allowable CWFD operating expense.

- 16.15.3. Vehicle and equipment leases shorter than ten years if included in the adopted CWFD budget.
- 16.16. Camas and Washougal shall pay all building plan review and fire inspection fees that are related to services provided by CWFD employees to Camas to support the CWFD. Payment of all revenue shall be according to protocols developed by the Camas and Washougal finance directors for the assessment, collection and transfer of building plan review and fire inspection fees.

#### 17. Transition Plan

- 17.1. Camas and Washougal acknowledge that implementation of the Agreement is subject to an executed MOU with IAFF Local 2444 substantially conforming to the terms identified in the Agreement and to the successful completion of other tasks required to transition employees and services to Camas.
- 17.2. Within two weeks of the effective date of this Agreement the CWFD Fire Chief shall convene a transition team including appropriate CWFD personnel and the Camas and Washougal finance and human resources directors.
- 17.3. The transition team shall develop a work plan within 30 days to complete the transition of Washougal employees to Camas and to complete other tasks required under this Agreement. The transition plan shall provide for the transfer of Washougal personnel and equipment to Camas and the completion of other transition tasks no later than July 1, 2014.
- 17.4. If the MOU with IAFF is not in place by July 1, 2014 then this Agreement shall terminate unless otherwise amended.

# 18. Events Allowing for Agreement to be Renegotiated

- 18.1. Either Camas or Washougal may request that the terms of this Agreement be renegotiated if any one of the following occurs:
  - 18.1.1. Voters in either city reject that city's proposed EMS levy two times within a twelve month period.

- 18.1.2. ECFR no longer contracts with Camas for ambulance service.
- 18.1.3. The percentage of total net operating costs allocated to either city using the weighted factors in Section 16 changes by more than 2% from one year to the next.
- 18.1.4. The annual allocated cost to either city increases by 5% per year or more based on a three year rolling average increase. The calculation of the increase in this section shall exclude capital expenses and fund balance contributions.
  - 18.1.4.1. The annual allocated cost to either city increases by 10% or more from the prior year. The calculation of the increase in this section shall exclude capital expenses and fund balance contributions and shall not apply to 2015 since 2014 will be a partial year.
- 18.2. If any of the events identified in Section 18.1 occur either party may provide written notice to the other party requesting a meeting to present their concerns and potential solutions. The Parties shall meet and work in good faith to revise the Agreement to address the concerns. If the Parties are unable to agree on a revision to the Agreement within six months of the date of the notice then either city may provide 12 months' notice of termination according to the terms of Section 19.

# 19. Termination

- 19.1. If an MOU with IAFF Local 2444 is not executed by July 1, 2014 then this Agreement shall terminate unless otherwise amended.
- 19.2. The Agreement may be terminated by either party without cause with a minimum of twenty-four months' notice to the other party.
  - 19.2.1. Termination may only occur on the last day of a calendar year.
  - 19.2.2. Termination of the Agreement under this section shall be approved by the city council of the city initiating the termination action.

- 19.3. Washougal may terminate the Agreement with a minimum of twelve months' notice if any of the following occur.
  - 19.3.1. The Department of Health suspends, modifies, or revokes Camas' license to provide ALS transport services.
  - 19.3.2. Camas does not deploy an ambulance in Washougal for a period of more than five consecutive days or more than twenty days over a twelve month period.
  - 19.3.3. The State Auditor's Office issues an audit finding on the management of the CWFD fire fund within two consecutive years.
  - 19.3.4. More than ten percent (10%) of the Camas paramedics have their paramedic certification suspended, revoked or denied within one calendar year.
  - 19.3.5. Camas is more than thirty (30) days delinquent on its payment to the CWFD fund under this Agreement two or more times during a twelve month period.
  - 19.3.6. Camas does not apply all appropriate CWFD revenue to the separate CWFD fund or withdraws funds from the CWFD fund for a purpose not related to Fire, EMS or licensed ALS Transport services.
  - 19.3.7. The occurrence of the events as described in Section 18.2.
- 19.4. Camas may terminate the Agreement with a minimum of twelve months' notice if any of the following occur.
  - 19.4.1. Washougal is more than thirty (30) days delinquent on its payment to Camas under this Agreement two or more times during a twelve month period.
  - 19.4.2. Washougal is in violation of the lease agreement referenced in Section 15.1 of the Agreement.

- 19.4.3. Washougal does not maintain access to all fire hydrants maintained by Washougal including those outside the Washougal city limits.
- 19.4.4. Washougal does not maintain adequate water pressure at all fire hydrants maintained by Washougal including those outside the Washougal city limits.
- 19.4.5. Washougal passes laws or ordinances that conflict with the delivery of services under the terms of this Agreement.
- 19.4.6. The occurrence of the events as described in Section 18.2.
- 19.5. Notice of termination of the Agreement under sections 19.3 or 19.4 must reference the specific cause for termination and provide evidence supporting the violation of the specific provision in sections 19.3 or 19.4.
- 19.6. Termination of the Agreement under sections 19.3 or 19.4 may only occur on the last day of a calendar year and shall be approved by the city council of the city that initiated the termination action.
- 19.7. The CWFD fire chief and city administrators shall, within thirty days of any notice of termination, convene a meeting to initiate development of a termination plan. The termination plan shall be completed no later than six months prior to termination and, at a minimum, address:
  - 19.7.1. The distribution of CWFD assets and liabilities which shall equitably split based on recent cost allocation percentages and service delivery scope.
    - 19.7.1.1. The distribution of CWFD assets to WFD shall include at minimum a complement of equipment necessary to fulfill Washington State requirements for Washougal to renew its licensure as a Trauma Verified BLS Aid Service.
  - 19.7.2. The termination of any facility leases and the return of facilities in good working condition.

- 19.7.3. Any agreements with IAFF Local 2444 or among the Parties regarding the transition and/or status of CWFD employees.
- 19.8. No later than June 30 in the year following termination Camas shall provide Washougal with a statement of the net costs allocable to Camas and Washougal for the prior year based on actual CWFD net operating expenses and the actual amounts for the allocation factors for the prior year. Camas shall provide Washougal with a comparison of the cost allocation for Camas and Washougal using the actual amounts and factors with the allocation using budgeted amounts and prior year allocation factors. Any amount owed by Washougal to Camas or owed by Camas to Washougal shall be paid by August 1 of the year following termination.

# 20. Injunctive Relief

20.1. The Parties acknowledge that irreparable harm to the public health, safety, and welfare would occur if either party were to breach this Agreement in such a manner so as to cause an interruption in the provision of fire, EMS and ambulance transport services to the Cities of Camas and Washougal. The Parties further agree that, in the event of such a breach, the only effective means of preventing such harm is injunctive relief. The Parties therefore agree that, in the event of any such breach of this Agreement by either party, the non-breaching party shall be entitled to injunctive relief, including the issuance of an immediate temporary restraining order, enjoining the other party from breaching the Agreement and compelling compliance in accordance with the terms of the Agreement.

# 21. Fire Investigation

21.1. The CWFD will assume responsibility for all fire cause determination investigation activities within Washougal and will work closely with the Washougal Police Department (WPD) in processing any case. CWFD and WPD shall cooperate in the preservation of evidence, chain of custody, investigating

suspects and persons of interest for all cases arising from origin and cause investigations within the jurisdictional boundaries of the City of Washougal.

# 22. Fire Codes

- 22.1. The Parties shall complete a joint review of their respective fire codes, including local amendments, within three years of the date of this Agreement.
- 22.2. Camas and Washougal shall adopt a common fire code within three years of the date of this Agreement.

# 23. Planning

- 23.1. The CWFD shall complete or update a CWFD capital facility plan, at a minimum, when Camas or Washougal update their comprehensive plans.
- 23.2. Any CWFD capital facility plan shall be reviewed by the JPAC prior to adoption by either Camas or Washougal.
- 23.3. CWFD shall complete an update to its operating and deployment plan annually and review the updated plan annually with the JPAC.

#### 24. Hold Harmless and Insurance

24.1. The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the gross negligence or intentional acts of Washougal and its employees or officers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing fire, emergency medical and licensed ALS transport services pursuant to this Agreement.

- 24.2. The cost of insurance shall be included as a CWFD operating expense.
- 24.3. In the event Camas is presented with a claim with an estimated uninsured liability in excess of \$100,000 it shall provide notice to Washougal regarding the claim. Within thirty (30) days of such notice the Parties shall meet to discuss the claim and the appropriate response.

# 25. Dispute Resolution

- 25.1. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 28. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.
- 25.2. If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the mater in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.
- 25.3. In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

# 26. Severability

26.1. If any provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this Agreement or its application to other entities or circumstances shall not be affected. The remaining provisions continue in full force and effect, and the Parties' rights and obligations must be construed and enforced as if the Agreement did not contain the particular invalid provision. But if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and infeasible, is found to seriously affect the consideration, and is inseparably connected to the remainder of the Agreement, then either party may give notice of termination and invoke the termination process set forth in Section 19.3 of this Agreement.

# 27. Filing of Agreement

27.1. This Agreement shall be filed with the city clerks of Camas and Washougal, with the county auditor or, alternatively, listed by subject on the public agency's web site or other electronically retrievable public source

#### 28. Notices

- 28.1. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class mail postage pre-paid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:
- 28.2. Notice to Camas shall be sent to:

Camas City Administrator 616 NE 4th Avenue Camas, WA 98607

# 28.3. Notice to Washougal shall be sent to:

Washougal City Administrator 1701 C Street Washougal, WA 98671

# 29. Compliance with Laws

29.1. The Parties shall comply with all applicable state, federal and local laws in carrying out the terms of this Agreement.

# 30. Modification

30.1. No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, and signed, by both Parties.

# 31. Interpretation

31.1. This Agreement is and shall be deemed jointly drafted and written by both Parties and shall not be construed or interpreted against the city originating or preparing it.

# 32. Laws and Venue

32.1. The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

DATED this day of December, 2	013.
By:  Mayor of the City of Washoug	
Attest: Washougal City Clerk	Attest:Camas City Clerk
Approved to Form:	Approved to Form:
Camas City Attorney	Washougal City Attorney

Attachment A:	
Interlocal Agreement between the Cities of Camas and Washougal Consolidation of City Fire Departments	for the Trial
Camas-Washougal Fire Department Interlocal Agreement	December 2013

#### INTERLOCAL AGREEMENT

This Interlocal Agreement made this day by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas".

#### WITNESSETH

- 1. The cities of Washougal and Camas are currently operating under an Interlocal Agreement entered into on the 21st day of February 21, 2012, whereby Camas provides ambulance services to the City of Washougal and which provides for the trial consolidation of fire departments.
- 2. Both cities are desirous of modifying the previous agreement and continuing an Interlocal Agreement pursuant RCW 39.34, the Interlocal Cooperation Act, with the new Agreement to supersede the old Agreement in its entirety.
- 3. The parties to this agreement are also parties to an interlocal agreement with East County Fire & Rescue District for the provision of emergency medical rescue and licensed ALS transport service in Camas, Washougal, and East County Fire & Rescue District. The three party agreement sets forth provisions and condition common to all three parties. This agreement supplements the three-party agreement by specifying additional provisions applicable only to Camas and Washougal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

#### SECTION I - PURPOSE

The purpose of this Agreement is to allow the City of Camas to continue to furnish emergency medical rescue and licensed ALS ambulance—transport services to citizens within the City of Washougal. The two cities acknowledge that the current financial structure of the EMS system is unsustainable and that a solution must be determined cooperatively to make the system sustainable into the future. Further, the two cities are engaged in a cooperative evaluation of the viability of consolidating their respective fire departments in an effort to enhance service to the community and efficiencies in service delivery. In furtherance of both of these goals, the two cities agree to a trial period of consolidation of the operations

of the two fire departments to determine if further consolidation efforts should be undertaken. Continuation of the trial consolidation will allow all Fire Department employees from the rank of Chief and below to staff either city's department. Wages and benefits for the employees of both departments shall be paid by their respective departments. The intention is to supply personnel when available to augment either department to reduce overtime spending and to evaluate service enhancements, and to fully explore the effectiveness of a full consolidation of the departments to include command, staff and line personnel.

#### SECTION II - RESPONSIBILITIES OF CAMAS

- A. The City of Camas will station an ALS ambulance at Washougal's Fire Station #171 twenty-four (24) hours per day. Camas ambulance staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two employees, one of which shall be a paramedic (minimum) at Station 171 in Washougal. In the event the use of accrued leave by the Camas firefighters reduce that number below two and there is sufficient staffing of Washougal firefighters on duty that day to fill the empty slot(s) the city of Camas shall not be required to fill the minimum staffing requirement, providing the criteria of a minimum of one paramedic is still met at Station 171
- B. The staff noted above will respond to Washougal fire calls unless they are simultaneously engaged in a medical call per CRESA dispatch protocols and the existing mutual aid agreement.
- C. It is the intent of the parties that the Camas ALS ambulance stationed in Washougal will typically be the first responder for Washougal aid calls. However, the dispatch priority will be determined by CRESA based on the closest available unit.
- D. Camas Fire Department will continue to provide monthly EMT training to the Washougal Fire Department as is currently provided.
- E. Camas Fire Department will provide future Washougal paramedics in training the required ALS service time, which is currently 60 medical calls/transports, necessary to complete paramedic training and gain full certification. Maximum of three at any given time and subject to the FTEP program.

- F. The identifying logo on the ambulance stationed in Washougal shall be the "tri-agency" logo that identifies the unit as "Serving Washougal, Camas, and ECF&R.
- G. When available, the "on-duty" Camas Fire Department Battalion Chief shall respond to Washougal Fire Department calls at the same level as Camas calls.

# SECTION III - RESPONSIBILITIES OF THE CITY OF WASHOUGAL

- A. The City of Washougal will continue to transfer applicable levy funds within ten (10) days of receipt from the Clark County Treasurers Office.
- B. The City of Washougal shall contribute an amount equal to one-half of the proceeds of its existing EMS levy at a rate of fifty cents (\$.50) per one thousand dollars (\$1,000) of the assessed valuation property in the City of Washougal (first collected in 2005 based on the City's 2004 assessed valuation) as collected, as limited by Chapter 84.55 RCW. In addition, the City of Washougal shall contribute an amount equal to the proceeds of a "levy lid lift" pursuant to RCW 84.55.050, which was approved by the voters in 2006 at the rate of ten cents (\$.10) per one thousand dollars (\$1,000) of the assessed valuation of property in the City of Washougal as collected, also limited by Chapter 84.55 RCW.
- C. Washougal staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two crew members at a minimum rank of firefighter/IV technician (EMT B, with IV therapy endorsements or equivalent). In the event the use of accrued leave by the Washougal firefighters reduce that number below two and there is sufficient staffing of Camas firefighters on duty that day to fill the empty slot(s) the city of Washougal shall not be required to fill the minimum staffing requirement.
- D. The City of Washougal shall provide quarters for the ambulance and two ambulance personnel at Station #171.
- E. The City of Washougal shall provide an additional FTE to the EMS system or a staff position to the city of Camas as it is currently.

#### SECTION IV - MUTUAL RESPONSIBILITIES

It is agreed by the parties that a continuing cooperative evaluation of the EMS system will be undertaken with the goal of making the system sustainable into the future. The evaluation will seek system efficiencies, review services levels and explore alternative service delivery options.

# SECTION V - VOLUNTEER FIREFIGHTERS

It is agreed by the parties that the Washougal Volunteer Firefighters shall continue to be utilized according to past practice. Furthermore, the use of the volunteers and opportunities for them to serve may be enhanced as agreed by the Washougal Volunteer Firefighters, IAFF Local, and the two Cities.

# SECTION VI - HOLD HARMLESS AND INSURANCE

The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the gross negligence or intentional acts of Washougal and its employees, officers, or volunteers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing emergency medical services pursuant to this Agreement.

# SECTION VII - TERM

The term for the continuation of the trial consolidation shall begin on March 1, 2012 and shall extend for a period of 22 months ending on the 31st of December 2013 unless the trial consolidation is terminated for cause as outlined in Section 8 of this agreement.

#### SECTION VIII - TERMINATION

This Agreement may be terminated by either party upon written notice by one party to the other identifying good cause. Good cause must be identified in writing to the Mayor, delivered, and have a minimum of ninety (90) days to remedy upon receipt. Once the remedy period has expired, then written notice of termination must be delivered, to take effect no-less than six (6) months in the future.

#### SECTION IX - BENCHMARKS

During the life of the agreement, the City Administrations shall make status reports on the trial consolidation and EMS system evaluation to their respective City Councils each quarter. Joint Council sessions may be held as appropriate.

# SECTION X - SEVERABILITY

If any section or part of the Service Agreement is held by a Court to be invalid, such action shall not affect the validity of any other part of this Service Agreement.

# SECTION XI - AGREEMENT OF FILE

This Agreement shall be filed with the City Clerks of the cities of Camas and Washougal, with the Clark County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

DATED this 2nd day of April, 2012.

By:

Mayor for the City of Washougal

By:

Mayor of the City of

Attest:

Approved to Form:

ashougal City Attornex

Ambrowed to Form

Camas City Attorney

F:\Council 2012\Consolidation command ILA 4\_2\_12 Revised.doc

Attachment B:	
Camas-Washougal Fire Department Response Coverage Doo	cument
Camas-Washougal Fire Department Interlocal Agreement	December 2013
Camas-washougar i ne Department interiocal Agreement	December 2013

# **Policy Statements**

The Camas-Washougal Fire Department exists as a fire department within the City of Camas and the City of Washougal. The Camas-Washougal Fire Department was organized under the tenants of an Interlocal Agreement between the City of Camas and the City of Washougal (cite Attachment "A"). The Camas-Washougal Fire Department provides service to the City of Camas and the City of Washougal within Clark County Washington. The Camas-Washougal Fire Department also provides Transporting Advanced Life Support Service to the City of Camas, City of Washougal, East County Fire and Rescue Services, a portion of the City of Vancouver and a portion of Clark County Fire District Five.

The services provided by the Camas-Washougal Fire Department include:

- A) Fire Suppression
- B) Fire Investigation
- C) Fire inspection of occupancies within the City of Camas and the City of Washougal
- D) Transporting Advanced Life Support (ALS) Emergency Medical Services
- E) First Response Advanced/Basic Life Support (ALS/BLS) Emergency Medical Services
- F) Public Education
- G) Fire Prevention
- H) Hazardous materials "Awareness Level" Response
- 1) Low-angle Rescue
- J) Automatic and Mutual emergency response to neighboring jurisdictions

The Camas-Washougal Fire Department operates under a chain-of-command which has been established by the Camas City Council and the Washougal City Council, who are elected to represent the public they serve. The chain-of-command, or organizational chart, is represented in attachment "B".

The Camas-Washougal Fire Department normally employs fifty-six (56) career members. The total number by their assigned areas of responsibility is as follows:

#### Chief-1

Division Chief: Fire Marshal-1

Division Chief: EMS-1 Training Captain-1 Deputy Fire Marshal-1 Administrative Support-2 Line Battalion Chiefs-3

Line Fire Captains: Paramedic-4 Line Fire Captains: IV Technicians-5 Line Firefighters: Paramedic-21 Line Firefighters: IV Technician-16

# **Response Standards**

# 1) Turnout Time

Turnout Time Standard:

The Camas-Washougal Fire Department has adopted a turnout time standard of two (2) minutes 90% of the time.

2) Arrival of 1<sup>st</sup> Arriving Engine Company at Fire Suppression Incident Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of five (5) minutes for the first fire engine to arrive when responding to a fire suppression incident within their first due area 90% of the time.

3) Deployment of full first alarm assignment at a fire suppression incident.

Response Time Standard for Full 1st Alarm Response:

The Camas-Washougal Fire Department has adopted a response/travel time standard of ten (10) minutes to deploy the first full alarm assignment when responding to a fire suppression incident within the City of Camas and within the City of Washougal 90% of the time.

4) Arrival of First Response Medical Aid Vehicle at an emergency medical incident.

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of five (5) minutes in the urban area, nine (9) minutes in the suburban area for the arrival of the first emergency medical aid vehicle with a minimum of two Firefighter EMT's when responding within their first due area 90% of the time.

5) Arrival of Advanced Life Support Transport unit at an emergency medical incident.

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of nine (9) minutes in the urban area, thirteen (13) minutes in the suburban area, and twenty-one (21) minutes in the rural area for the arrival of the first emergency medical transport unit with a minimum of one Firefighter Paramedic 90% of the time.

6) Arrival of Hazardous Materials trained and equipped Technicians.

Response Time Standard:

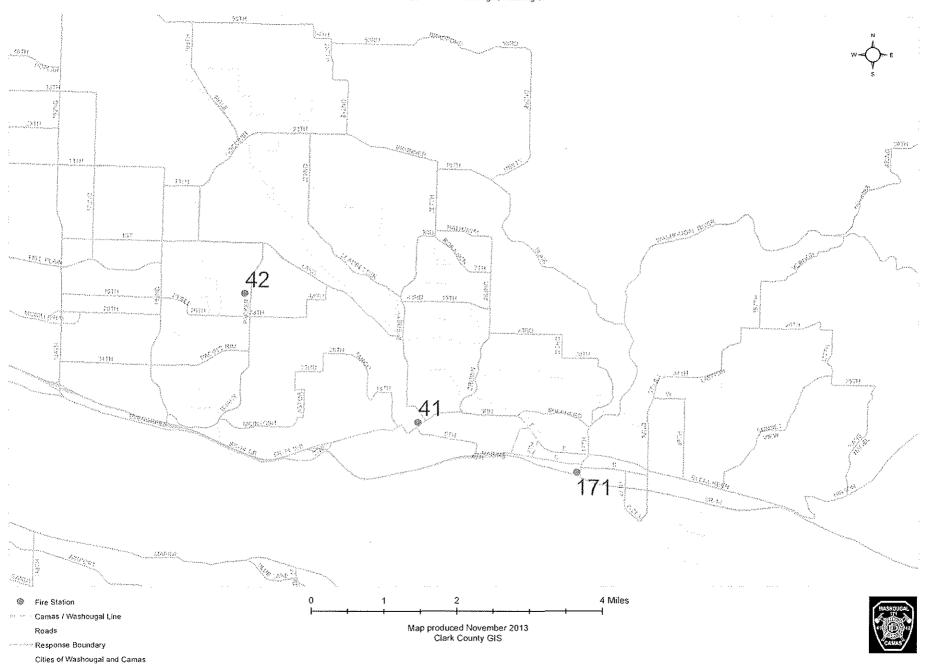
The Camas-Washougal Fire Department Firefighters are trained to Awareness Level for response to hazardous materials incidents and are responsible for hazardous materials incidents within

the City of Camas and the City of Washougal. The Camas-Washougal Fire Department's response time standard is the same as for a fire suppression call.

# Attachment C:

Camas-Washougal Fire Department Service Area Map

# CWFD Initial Fire Response Area Cities of Camas and Washougal, Washington



Attachment D:	
Camas-Washougal Fire Department Cost Allocation Exa	mple
Camas-Washougal Fire Department Interlocal Agreement	December 2013

# **AGREEMENT**

by and between

# CITY OF CAMAS - CAMAS PUBLIC LIBRARY

and

# OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 / AFL-CIO

JANUARY 1, 2014 - DECEMBER 31, 2016

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THIS AGREEMENT is made and entered into this 1st day of January, 2014, by and between the City of Camas, Camas, Washington, hereinafter referred to as the "Employer," and the Office and Professional Employees International Union, Local 11, AFL-CIO, chartered by the Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union."

# **PREAMBLE**

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

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

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

# **ARTICLE 1 – RECOGNITION**

The Employer agrees to recognize the Union as the sole collective bargaining agent for the full-time and part-time employees of the Camas Public Library in the following classifications:

Administrative Support Assistant II Library Associate Senior Library Associate Library Assistant Youth Services Librarian Library Page Circulation Services Specialist

All supervisory and confidential employees including the Assistant to the Library are excluded.

New position classifications will be discussed at the JLMC for clarification on their bargaining unit status.

# ARTICLE 2 - UNION SECURITY

- 2.1 The Employer agrees that all employees covered under this agreement who have been in the employment of the Employer for thirty (30) days or more, shall become and remain members of the Union in good standing.
- 2.2 The Employer further agrees that all new employees hired subsequent to the date of signing of this agreement shall, as a condition of employment, after thirty (30) days of employment, become and remain members of the Union in good standing. This includes all full-time, part-time, and provisional part-time employees in the classifications listed in Article 1 to this Agreement.

- 2.3 In the event an employee member of the Union as defined in Article 1 to this Agreement who joins the Union fails to maintain his/her membership in the Union in good standing, therein by the payment of initiation fees and by regular payment of dues, the Union will notify the Employer, in writing, of such employee's delinquency. The Employer agrees to advise the employee that his/her employment status with the Employer is in jeopardy and that failure to meet his/her membership obligation will normally result in termination of employment within five (5) days.
- 2.4 The Employer will furnish the Union on a current basis notice of all full-time and part-time employees as defined in Article 1 to this Agreement who have been hired, rehired, transferred, laid off or terminated. The Employer will provide written notification to the Union office and designated Union Stewards in a timely manner of all newly hired, rehired, transferred, laid off or terminated employees as defined in Article 1 to this Agreement.
- 2.5 Nothing in the above sections will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.6 The Union agrees to defend, indemnify, save and hold the City of Camas harmless from, for and against any and all claims arising from the application of this Article.

### ARTICLE 3 - CHECK-OFF OF DUES

- 3.1 The Employer agrees to deduct Union dues from the wages of each employee as qualified in Section 3.2 below. The Employer agrees to forward such dues to the office of the Union monthly.
- 3.2 The employee shall have the freedom of option to have their dues deducted, or not to have them deducted, by signing an authorization card to that effect, copies of which shall be mailed to the Employer and the Union for certification purposes.
- 3.3 The Employer agrees to collect a Union assessed work permit fee from all temporary employees working in a position as defined in Article 1 to this Agreement. Such fee will be forwarded to the office of the Union monthly.

# ARTICLE 4 - WORK SCHEDULE

4.1 Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The normal lunch period shall be one (1) hour. The normal work week will consist of up to forty (40) hours of work in a seven (7) day work period. For library employees, the normal work week may include non-consecutive work days, Monday through Saturday. The Employer can schedule employees to work non-consecutive work days. Examples of the scheduling are inclusive of working Monday through Thursday, Friday off, and working Saturday. The Department Head or designee will provide notification of work schedules and changes to those schedules at least two (2) weeks prior to implementation of the different work schedule except in the event of an emergency. If an emergency exists then no notice of change is required.

- 4.2 Each employee shall receive a maximum of two (2) fifteen (15) minute relief periods including transit time in each day's work schedule except in cases of emergency. The first relief period will normally occur prior to lunch, and the second relief will occur after lunch during the tour of duty.
- 4.3 An employee attending an approved training or department meeting in or out of the City will be considered to have worked a normal workday. Other arrangements for off duty training may be made by mutual consent of the Department Head or designee and employee.
- 4.4 The Employer will normally provide two (2) weeks' notice of a shift change except in cases of emergency in which case no notice is required.
- 4.5 Each member of the bargaining unit may be allowed to exchange shifts with other members when the change is not detrimental to the best interests of the Employer as determined by, and subject to, the approval of the department head.
- 4.6 Consistent with the provisions of Article 31.2, and by mutual consent, the work week for classifications in the bargaining unit may be adjusted to four (4) consecutive ten (10) hour days, exclusive of the meal period. Under this work schedule, overtime shall be paid for work in excess of a ten (10) hour work day or forty (40) hours in a work week. Additionally, employees or the Library may propose alternative work schedules within the limits of a maximum forty (40) hour per week schedule and such schedules may be established by mutual agreement of the Union and the Library. No alternative schedule is permitted which would result in the payment of overtime for hours worked during the regular shift, to accommodate this flex-time provision.

# ARTICLE 5 – OVERTIME

- 5.1 All work performed in excess of eight (8) hours per day (except as noted in 4.6) and/or forty (40) hours per week shall be paid for at the rate of one and one-half (1.5) times the regular rate of pay.
- 5.2 Call-backs shall be compensated at a minimum of two (2) hours at the overtime rate of pay.
  - 5.2.1 Emergent and Unavoidable Callback Split Shift. This Section is intended to address intermittent schedule changes due to emergent and unavoidable circumstances. Emergent circumstances are unforeseeable situations that include unpredictable or unavoidable occurrences at unscheduled intervals with regard to those employees scheduled to work an evening shift who call in unable to report to work due to illness, weather related incidents or other unforeseen incidents.
  - (a) An employee who is asked by the Director or Assistant Director to cover an emergent or unavoidable circumstance callback shift shall work a six (6) hour shift from 9:00am 12:00pm and return to complete their shift for 6:00pm 9:00pm. The employee shall receive two (2) additional hours of compensation at their regular rate of pay for a total of eight (8) hour shift. The specific hours

- (9:00am 12:00pm, etc.) used in this Section are examples only. Any shift could be split to ensure coverage.
- (b) Assignments for emergent or unavoidable circumstances callback duty shall be made from a list of employees on a seniority base rotation.
- (c) The City shall prohibit taking any adverse action against an employee for his or her refusal to work an emergent or unavoidable circumstance callback.
- 5.3 Any employee may elect to accrue compensating time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of three (3) work weeks. The use of said compensatory time off is subject to the prior approval of the department head.

# ARTICLE 6 - HOLIDAYS

6.1 The following days shall be paid holidays at the straight time rate for employees covered by this Agreement:

New Year's Day
Presidents Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving\*
Christmas Day

Three (3) Floating Holidays (To be used prior to December 31st of the current year)

\*Or another day in lieu thereof may be taken by mutual agreement between the Employer and the employee.

- 6.2 The date of observance of the holidays shall be the date on which the City of Camas, by law, observes those holidays, provided that whenever one of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.
- 6.3 Holidays paid for but not worked shall be recognized as a shift worked for the purpose of determining weekly overtime.
- Any employee who has worked his/her shift or who is on authorized sick leave the day prior to, or immediately after, a holiday will receive their normal rate of pay.
- 6.5 Any employee who is on medically authorized sick leave when a holiday occurs will receive their normal rate of pay for that holiday and will not have their sick leave accrual charged.

- 6.6 Any employee who is on scheduled and approved vacation when a holiday occurs will receive their normal rate of pay for that holiday and will not have their vacation accrual charged for the holiday.
- 6.7 Any employee who works on Christmas Eve day will be allowed to leave two (2) hours prior to the end of their regular quitting time, with pay, unless in the opinion of the Employer, the employees services are needed and required in the interests of the public health, safety or general welfare, or for reasons of emergency in which case the employee shall not be entitled the time off. If an employee is required to work they will be allowed to take two (2) hours off at another mutually agreeable time.
- 6.8 Any employee who is required to work on any of the holidays listed in Section 6.1 shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in addition to their holiday pay. By mutual agreement an employee may choose to take another day off in lieu of holiday pay.
- 6.9 Newly hired employees shall be entitled to a pro-rata share of the three "floater" holidays, based on the part of the year that the employee is employed.

# ARTICLE 7 - VACATIONS

7.1 Paid annual vacation accrual shall begin at the date of hire. No vacation accrual may be taken by new employees until the completion of six (6) months of service; thereafter vacation accrual may be taken as earned according to the following schedule:

Length Of Service	Hours Per Year	Hours Per Month
0 - 1 year	96	8
2 – 4 years	108	9
5 – 9 years	120	10
10 – 14 years	156	13
15 – 19 years	180	15
20 and more years	216	18

Maximum vacation days to carry over: All bargaining unit employees shall be entitled to accumulate and carry over into the following year a maximum of four hundred (400) hours. Any accumulated vacation time in excess of the four hundred (400) hours on January 1<sup>st</sup> shall be forfeited.

- 7.2 All part-time employees shall accrue vacation at the same rate as full-time employees but in proportion to the number of hours worked.
- 7.3 Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head.
- 7.4 An employee not taking their vacation shall not be entitled to extra compensation for having worked during the period for which they were entitled to vacation unless required by a department head and approved by the Employer to do so.

- 7.5 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.
- 7.6 Holidays occurring during an employee's vacation shall not be charged against earned and accrued vacation.

# ARTICLE 8 – SICK LEAVE

- 8.1 Employees shall accrue sick leave at the rate of eight (8) hours per month with a maximum accrual of one thousand forty (1040) hours. Part-time employees working ten (10) or more hours per week shall accrue sick leave at the same rate but in proportion to the number of hours worked.
- 8.2 Employees noted in Section 8.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse or minor child, legal domestic partner, or any person living in the immediate household, requiring the employee's attendance and/or care. Sick leave may also be used for parents, including "step", under circumstances as defined by the Shared Leave Policy Section 1C.
- 8.3 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 8.4 Time off for medical purposes shall be charged against sick leave for actual time used only.
- 8.5 The City agrees to adhere to any provisions covered under the Family Medical Leave Act (FMLA), the Washington Family Leave Act (WFLA), the Family Care Act and the American's with Disabilities Act (ADA).
- (a) Maternity leave shall be granted for disabilities caused by pregnancy, miscarriage, abortion or childbirth.
- (b) Employees on maternity leave may use their accrued sick leave or vacation, or leave without pay not to exceed three (3) months which may be extended three (3) additional months by the Employer upon validation of need by a doctor's medical verification.
- Sickness or disability shall be reported to the department head or immediate Supervisor prior to time for commencement of the employee's work day, or as soon thereafter as practicable. The employee may be required to provide proof of illness. Any employee who utilizes more than three (3) separate one-day annual sick leave periods on a work day either immediately prior to, or immediately following, their normal weekend (weekly days off) or holiday, may be required to provide a doctor's certificate for every subsequent sick day taken during the remainder of that year.

8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has used less than one (1) day of sick leave during the previous twelve (12) consecutive calendar months, shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed. For purposes of this incentive one (1) day shall be defined as the number of work hours in an employee's average work day.

Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours and has used more than one (1) but less than three (3) days of sick leave during the previous twelve (12) consecutive calendar months may opt to receive two (2) days' pay in January and have two (2) days of sick leave accruals deducted from their earned sick leave. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day. This benefit may be utilized once every twelve (12) months.

- Any employee who has accrued less than one thousand forty (1040) sick leave hours and has used more than one (1) but less than three (3) days of sick leave during the previous twelve (12) consecutive calendar months, may opt to receive two (2) days' pay in January and have two (2) days of sick leave accruals deducted from their earned sick leave. For purposes of this incentive, one (1) day shall be defined as the number of work hours in an employee's average work day. This benefit may be utilized once every twelve (12) months.
- 8.9 If an employee retires under DRS requirements from the City or in the event of death of current employee, that employee or his/her beneficiary is eligible to cash out twenty-five (25%) of their sick leave balance at their current straight time rate.
- 8.10 The City of Camas shall administer state and federal laws related to family leave in accordance with those laws and consistent with City personnel policies.

Family Leave - Employees who work for the City at least twelve (12) months and have worked one thousand two hundred fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per 12 months period for birth, adoption, foster care of a child or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider. The twelve (12) weeks allowed by State Law (RCW 49.78) is in addition to leave provided for pregnancy or childbirth. Employees may use sick leave for illness or injury to the employees spouse or minor child requiring the employee's attendance and/or care under the provisions of RCW 49.78.

An "immediate family member" is an employee's son, daughter, spouse, legal domestic partner, or parent. A son or daughter is a minor child either under the age of eighteen (18) or eighteen (18) years of age or older but incapable of self-care because of a mental or physical disability. A "serious health condition" is an injury, illness, impairment, physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the City with at least thirty (30) days' notice if possible, before taking such leave or notify the City as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused compensatory or floating holidays and all accrued unused vacation leave.

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

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

# ARTICLE 9 - BEREAVEMENT LEAVE

- 9.1 A maximum of three (3) working days bereavement leave shall be allowed when there is a death in the employee's immediate family or any other member of the immediate household. An additional two (2) days shall be allowed as needed and will be charged to sick leave, vacation leave, comp time, floating holiday or leave without pay at the discretion of the employee.
- 9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephew of the first generation.
- 9.3 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.4 Human Resources will administer bereavement leave for consistency in unique circumstances as they arise.

IMMEDIATE FAMILY - The employee's spouse, legal domestic partner, child, parents, brother, sister, grandparents and grandchildren, or any member of the immediate household. This will also include "step" and "in-law" relationships.

# ARTICLE 10 - JURY DUTY

An employee shall be granted leave with full pay for any regularly scheduled straight-time hours of work missed because he/she was required to be on jury duty. An employee shall endorse any jury fee (excluding mileage and meal allowances) to the City. An employee shall notify the Employer promptly upon receiving notice to report for jury duty. When an employee is excused or dismissed from jury duty, he/she shall promptly report to work.

# ARTICLE 11 - OTHER LEAVES

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

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

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

- 11.2 The Employer may grant an employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days.
- 11.3 Upon written request from the Union, a Union Representative or Steward may be granted time off without pay or any cost to the Employer to conduct bona fide business of the Union. Stewards and Members of the JLMC shall have a reasonable amount of time during their shifts to conduct Camas Public Library Union affairs after first notifying their Supervisor.
- 11.4 Domestic Violence/Sexual Assault: The Employer will grant leave in accordance with the City's Domestic Violence/Sexual Assault policy.

#### ARTICLE 12 - SENIORITY

- 12.1 Seniority is the length of continuous employment of an employee within the bargaining unit. Where abilities are substantially equal seniority shall be observed with respect to promotions, transfers and layoff.
- 12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than twelve (12) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.
- 12.3 Part-time employees will receive seniority on a seniority pro-rata basis equal to the calculation utilized by the Washington State Department of Retirement Systems.
- 12.4 Department seniority is defined as the length of employment with the City in one department, and is the seniority used in selection of vacation, overtime and similar scheduling matters.

# ARTICLE 13 - EVALUATIONS, PROMOTIONS, DEMOTIONS AND TRANSFERS

- 13.1 The Library shall implement a semi-annual or annual performance evaluation of each employee. The importance of this process, and the need for its careful consideration in execution, is emphasized. The purpose of the performance review is to maintain a mutual understanding of the Employee and Employer's role in providing quality and service to the Library; and is a basis for promotions, goal setting, pay step progression (ref. 24.2) and other personnel related action. These evaluations and performance review procedures shall be carried out, and submitted each year, for ultimate review by the City Administrator.
- 13.2 Promotion is hereby defined as a move from a lower position to a higher position. It is the intention of the Employer to fill newly created positions or position vacancies from within before hiring new employees, provided employees are available with the necessary qualifications and abilities to fill the vacant position. Lateral transfers may be made.
- 13.3 Notice of new and current position vacancies within the bargaining unit shall be posted on all bulletin boards of the Employer with copies to the Union office and stewards. This notice will remain on the bulletin board for five (5) working days and will include position title, pay range, and a brief description of the position. Those employees who make application during the five (5) day period will be considered for the position.

Employees who are actively substituting in any capacity (page, associate, assistant) in the Library may apply within this time period and will be considered for the position only if there are no other applicants.

An employee who is promoted to a higher position grade shall receive a minimum increase of the next step higher than his/her regular rate of pay. In the event the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated to.

- 13.5 An employee may apply for and receive a transfer to a position of another classification with the same position, range, and step. Such transfer may be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in his/her former position; however, all requests must be in writing and agreed to by the Employer.
- 13.6 Demotion: Demotion may be used by the Employer if the Employer determines the employee is not performing all the job requirements properly or completely. The Employer will not use demotion in disciplinary actions.
- 13.7 Lateral Transfers: This is defined as an employee who voluntarily takes another position of the same pay range. In the event that the employee does not successfully pass the probationary period, such employee shall be reinstated without any loss of seniority or pay, provided the pay rate shall not exceed the normal rate of the subject employee for the position being reinstated to.
- 13.8 Career Development: The Employer and the Union agree to address career developments during JLMC meetings and work towards building a career development process for employees to advance in positions at the Camas Library for the term of this Agreement.

### ARTICLE 14 - LAYOFFS AND RECALL

- 14.1 The City may layoff an employee based on the elimination of the employee's position due to lack of work, lack of funds, reorganization, elimination of services/functions or other similar reasons. Additionally, employees may be laid off through displacement by an employee through the bumping procedure outlined in this Agreement. Employees who bump downward or accept vacant positions in a lower class shall be considered laid off from their former classification for the purpose of recall rights under this Article. Forced reduction of hours shall also be considered a layoff.
- 14.2 Two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff.
  - 14.2.1 Termination of non-critical employees and consultants within the Camas Public Library.
  - 14.2.2 Temporary reduced work hours programs including reduced work weeks and furloughs/shutdowns.
  - 14.2.3 Attrition-based programs such as early retirements and voluntary layoffs.
  - 14.2.4 Reduction of paid leave balances or accrual rates.
- 14.3 Application of the principle of seniority shall apply in the case of layoff and reinstatement provided that the remaining employees shall have the skill and ability to do the work as determined in a fair and equitable manner.

- (a) In layoff, the last employee employed shall be the first laid off provided the senior employee is capable of performing the work with skill and ability as determined by the department head.
- (b) The last employee laid off shall be given the first opportunity to be reinstated provided, however, that such employee has the qualifications and abilities for the position for which he/she is to be reinstated. Any notice of re-employment to an employee who has been laid off shall be made by phone or certified mail. The employee shall keep the Employer advised of his/her current address. Failure of such employee to report for reinstatement shall result in loss of seniority.
- 14.4 Selection and Notice. Employees who will be separated from City service shall be provided a minimum of two (2) weeks' notice of such layoffs shall be given as soon as possible before the scheduled layoff or pay in lieu of notice. The Union shall be notified concurrent with notice to employees.
  - 14.4.1 A minimum of ten (10) working days' notice shall be provided to employees who are reassigned to lower classifications. One (1) week minimum notice is required for employees who are reassigned laterally as a result of layoff. No pay in lieu of notice is authorized, but reassignments and demotions shall be delayed until the required notice period has been met. The City may use contingent layoff notices to employees whose positions are not being eliminated, but who it determines are subject to being bumped by more senior employees.
- 14.5 Recall. Any employee laid off shall be placed on the recall list; in order of seniority for the classification from which they were laid off; for a period of twelve (12) months.
  - 14.5.1 Recall Procedure. Notice of recall shall be sent to the employee by certified mail at the last address reflected in the employee's official personnel file and the employee must respond within fifteen (15) calendar days of the date of the notice. The City may send out multiple recall notices and recall the most senior employee who responds within the allotted time period. An employee shall be allowed to waive one offer but shall otherwise be removed from the recall list for a classification based upon rejection or failure to respond. The employee shall be responsible for notifying the Human Resources Department of any change in address or telephone number.
  - 14.5.2 Rights Upon Recall. Employees who are recalled shall be reinstated with all rights formerly attained including accrued sick leave based upon the following:
    - Employees recalled within six (6) months from layoff shall have fifty percent (50%) of accrued sick leave shall be reinstated.
    - Employees recalled with ten (10) years of service or more shall have one hundred percent (100%) of accrued sick leave reinstated.

The seniority date shall be adjusted to reflect the time on layoff but the employee shall otherwise retain all service credit held at the time of layoff. Employees recalled to their former classification shall be appointed to the step and range formerly held and credit toward the next salary anniversary date shall be continued, not including the time on layoff.

- 14.5.3 Laid-off employees will be offered employment in any available vacancy in a classification for which they have recall rights provided they are fully qualified for the position. In the event there are multiple employees eligible for recall within a classification and multiple positions available, Human Resources shall coordinate a placement process whereby eligible employees are placed in the most suitable positions based on interest, qualifications, and department's needs, provided however that this procedure may not be used to recall a more junior employee in place of a more senior one. The intent of this language is to facilitate voluntary placements within the list of available vacancies and employees who are being recalled. As an alternative to recall, available positions may be filled by promotion, transfer or demotion of current employees with mutual agreement of the department, Human Resources and the applicable Union.
- 14.5.4 Laid-off employees are eligible for consideration for other positions in the City through the competitive recruitment and selection procedures and shall be allowed to compete as internal candidates for the duration of their recall rights period. Laid-off employees are responsible for making themselves aware of available positions other than those for which they are entitled to recall consideration.
- 14.6 Seniority for Layoff. Seniority for selection of employees for layoff and bumping/ reassignment shall be in accordance with Article 12 to this Agreement. The following additional considerations shall apply as warranted:

In the event of a tie in bargaining unit seniority, seniority shall be prioritized as follows:

- 1) Classification Seniority 2) City Service Date Seniority.
- 14.7 Reassignment and Bumping.
  - 14.7.1 Employees facing layoff shall be offered reassignment in the order below. No step may be utilized unless there are no available positions in the preceding steps except that the steps may be rearranged as necessary to provide a minimum pay reduction. In all cases the employee must be qualified to perform the duties of the position following a reasonable period of orientation and training. In the event there is more than one qualified candidate for a position, such position shall be offered on the basis of seniority. In bumping situation, the employee may bump only into the position occupied by the least senior employee, not any less senior employee. The order of consideration shall be:
    - a. Vacant positions in the classification from which the employee is being laid off.
    - b. Vacant positions in former classifications in the bargaining unit.
    - c. Bumping across department lines is not permitted.
    - d. Bumping the least senior employee and able to perform the duties in this lower classification.

# <u>ARTICLE 15 – HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE</u>

- 15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their Dependents which include legal domestic partner.
  - 15.1.1 Employees may opt out of medical coverage per the City of Camas Dual Insurance Incentive Program policy and in accordance to IRC (Internal Revenue Code) Section 125.
- 15.2 The Employer shall provide post-retirement medical insurance from retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the city for a total of ten (10) years and is retiring from the City under the provision of the applicable PERS retirement plan. Coverage for a spouse may be purchased by the employee in accordance with the requirements of the applicable plan. Employees hired after January 1, 1998 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse at their own expense for the employee and spouse, consistent with plan requirements.
- 15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of Fifty Thousand Dollars (\$50,000.00).
- 15.4 Health Insurance: Kaiser HMO and AWC Regence Healthfirst Plan:

The Employer will pay medical coverage premiums for employees and dependents. Premium contributions are as follows:

All City of Camas – Camas Public Library employees shall pay fifteen dollars (\$15.00) towards their health care premium paid for by the City of Camas through pre-tax payroll deduction of the total premium cost.

Dependent(s) coverage shall be paid at ninety percent (90%) by the City of Camas and ten percent (10%) shall be paid by the employee through pre-tax payroll deduction of the total premium cost.

The monthly premiums for the plans are as follows:

Kaiser Permanente	2014	Regence Healthfirst	2014 Premiums	
\$250.00 Deductible w/a 10% Co-Insurance	Premiums	\$250.00 Deductible		
Employee (EE) only	\$596.67	Employee (EE) only	\$620,29	
EE plus Spouse	\$1198.34	EE plus Spouse	\$1224.10	
EE plus 1-Dependent	\$893.07	EE plus 1-Dependent	\$894.03	
EE plus 2 or more Dependents	\$1138.12	EE plus 2 or more Dependents	\$1137.04	
EE; Spouse and one Dependent	\$1494.74	EE; Spouse and one Dependent	\$1498.28	
EE; Spouse and 2+ Dependents	\$1739.79	EE; Spouse and 2+ Dependents	\$1741.28	

- 15.6 For the term of this Agreement, the Employer agrees to pay only the premiums for dental (Plan F), vision, and life insurance plans offered by the Employer. The Employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.
- 15.7 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in benefits structure, the Employer will notify the Union and employees of such changes and these changes will pass through to the membership without negotiations. In the event of a change in the continued availability of such plan and/or any premium cost share increases to the membership, the parties will negotiate these changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 15.8 The Union and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage's.
- 15.9 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.10 The Employer shall make pension contributions required by statute to the Department of Retirement System (DRS).
- 15.11 Employees and their immediate families (spouse and dependent children) shall be issued pool passes for the municipal swimming pool.

# ARTICLE 16 – JOINT LABOR/MANAGEMENT COMMITTEE

The Employer and the Union agree to maintain a Joint Labor/Management Committee (JLMC).

#### JLMC MISSION STATEMENT

The Joint Labor/Management Committee (JLMC) is recognized as a Union/Management partnership. The common mission is to commit to a relationship that promotes a participative and cooperative endeavor between OPEIU 11 and the City of Camas-Camas Public Library.

The JLMC acknowledges that both the Union members and the City management team bring value, talent and resources necessary to provide excellent public service to the citizens of the City of Camas.

Through a forum of open communication and cooperation, this mission will result in sustaining and enhancing a quality work environment meeting the future challenges of service to the community.

The JLMC will consist of two (2) members each from labor and management and will be scheduled to meet monthly or as needed. The responsibility of the JLMC will be to address problems, issues or concerns of the bargaining unit or management, using the interest-based problem solving process to arrive at consensus agreement.

# ARTICLE 17 - DISCIPLINARY PROCEDURES

- 17.1 The Employer may discipline an employee for just cause.
- 17.2 Disciplinary action or measures shall include only the following:
  - (a) Verbal counseling:
  - (b) Written reprimand;
  - (c) Suspension without pay;
  - (d) Discharge.
- 17.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 17.4 When the Employer determines the circumstances are such that retention of the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with or without pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.
- 17.5 The provisions of this article shall not apply to newly hired employees serving a six (6) month or longer probationary period subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- 17.6 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of his/her personnel file. No written reprimand may be placed in the personnel file without the employee having been first notified of said written reprimand and given a copy, with a copy to the Union. An employee who disagrees with the validity of any written reprimand added to the file shall have the opportunity to challenge said written reprimand under the issue resolution procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 17.7 The written reprimands will be removed from an employee's personnel file after one hundred eighty (180) days from the date said action was finalized provided that no further written reprimands have been issued within the one hundred eighty (180) day time period. If another written reprimand has been issued within this time period then both written reprimands shall remain in the personnel file for an additional one hundred eighty (180) days from the date of the latest written reprimand. In any event, the one hundred

eighty (180) days may be extended to three hundred sixty (360) days depending on the seriousness of the circumstances. If another written reprimand has been issued within the three hundred sixty (360) days time period then both written reprimands shall remain in the personnel file for an additional three hundred sixty (360) days from the date of the last written reprimand.

- 17.8 In the event an employee may be subject to disciplinary action up to and including discharge, the Employer will notify the employee of the facts supporting such action and provide the employee with an opportunity to confer with his/her representative prior to the disciplinary action being finalized. The employee will be provided an opportunity to respond to the facts before the disciplinary action is finalized. If the employee requests the presence of his/her Union representative, they shall be allowed to attend the disciplinary meeting provided scheduling of the meeting is not unreasonably delayed.
- 17.9 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time in lieu of the suspension of pay.

#### ARTICLE 18 – GREIVANCE RESOLUTION PROCESS

#### 18.1 Grievance Resolution

The objective of this process is to promote open and continuous communication regarding concerns in the workplace and recommendations for improving the quality of work life. This process is established on the premise of trust and mutual respect and is to be used for determining "what's right" NOT "who's right".

To facilitate this process, the levels below should be followed in sequence unless inappropriate for the circumstances. Some issues may necessitate meeting more than once at any particular level or obtaining information from additional sources. Each level will be addressed in an expedient manner.

Level 1: Employee, Steward and First line Supervisor

Scope: Grievances and recommendations that can't be resolved by the employee and Supervisor.

Procedure: Grievances and recommendations will be orally addressed within ten (10) working days of the occurrence or knowledge thereof. If unresolved, the Supervisor and Steward will document the circumstances on the Grievance Form and provide copies to the Department Head and Steward for Level 2.

Level 2: Individuals involved in Level 1 and the Department Head or designee

Scope: Unresolved Grievances from Level 1.

Procedure: Review grievance and documentation. Department Head and Steward should try to help Level 1 parties identify underlying interests in the search for "what's right". Resolutions reached at this level will be documented with copies sent to Local 11 and the Human Resources Department.

Level 3: Appropriate members of the Joint Labor/Management Committee (JLMC)

Scope: Unresolved Grievances from Level 2.

Procedure: JLMC members will review documented material and interview appropriate personnel in order to resolve the grievance in an expeditious manner.

### 18,2 Mediation and Arbitration

If the grievance cannot be resolved at Level 3 (three), the parties may, by mutual agreement, seek the assistance of the Federal Mediation and Conciliation Service (FMCS) or the Public Employees Relation Commission (PERC) in an attempt to resolve the dispute.

In the event that a grievance has not been settled, an Arbitrator shall be selected by the Employer and Union Representative from a panel obtained from the FMCS or PERC. The decision of such Arbitrator shall be final and binding upon both parties. The parties shall each pay their own costs and each shall pay one-half (½) of the cost of the service of the Arbitrator and of any other joint costs of the arbitration.

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

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

### ARTICLE 20 - STRIKES AND LOCKOUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the City shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of his/her salary or benefits as provided by the City, and in accordance with applicable law, while engaging in activities in violation of this Article. The City shall not constitute any lockout of its employees during the term of this Agreement.

### ARTICLE 21 - UNION REPRESENTATIVE

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

# ARTICLE 22 - BULLETIN BOARD

The Employer shall provide a bulletin board for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

### ARTICLE 23 -- NON-DISCRIMINATION

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

# ARTICLE 24 - WAGES, CLASSIFICATIONS AND PAY PLAN

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Exhibit "A"
  - 24.1.1 Salary Increases Across the Board Wage Adjustments
    - 24.1.1.a Effective January 1, 2014, all bargaining unit employees shall receive a three percent (3%) wage increase as set forth in Schedule "A" to this Agreement.
    - 24.1.1.b Effective January 1, 2015, all bargaining unit employees shall receive a wage increase equivalent to the Portland/Salem CPI-U from July July (announced each year in August) for the 2014 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than three percent (3%) and shall be set forth in Schedule "A" to this Agreement.
    - 24.1.1.c Effective January 1, 2016, all bargaining unit employees shall receive a wage increase equivalent to the Portland/Salem CPI-U from July July (announced each year in August) for the 2015 calendar year and in using this formula the resulting COLA will be no less than two percent (2%) and no more than three percent (3%) and shall be set forth in Schedule "A" to this Agreement.
- Newly hired employees will be paid at Step 1 of their pay range as determined by the Employer. An employee may be granted a Step increase to Step 2 subject to satisfactory completion of probation, except in promotions where Section 24.6 of this Article applies, as determined by the department head. Thereafter, an employee will be considered for a further Step increase after twelve (12) months in Step 2 of the pay plan subject to a satisfactory performance review by the department head. Step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing Step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further Step increase subject to a satisfactory performance review by the department head.

- 24.3 No step increase is applicable if an employee reaches the maximum step of their pay plan.
- 24.4 Employees will perform the job duties and responsibilities of their current classification set forth in each respective job description.
- 24.5 If an existing employee is promoted to a higher job classification then the employee will receive pay at a step which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee's anniversary date will not change and will follow the pay plan procedures set forth in Section 24.2 above. If the employee's salary at the time of promotion is in excess of the top step of the new pay plan then the employee will receive a three percent (3%) wage increase for said promotion.
- An employee who is temporarily assigned the duties and responsibilities of a higher level position shall be paid at a rate one step three percent (3%) above his/her current rate of pay, or at the entry rate of the higher job class, whichever is greater. Higher level positions are defined as higher paid positions. All of the following conditions must be met for an employee to receive the out of class pay:
  - (1) The position is currently vacant; OR, the employee normally filling the position is on authorized leave; OR, the employee normally assigned to the position has been temporarily relieved of his/her regular duties to complete a special project approved by their supervisor; OR, the workload has been temporarily increased; and;
  - (2) The employee is formally assigned to perform, and actually performs duties of the higher job class which are not within the normal duties of the employee's regular job class. Formal assignment should normally include a written directive from the employee's Supervisor and;
  - (3) The employee is so assigned and actually works fifty percent (50%) of the assignment for a period of eight (8) consecutive working hours. If the employee is so assigned and actually works fifty percent (50%) of the assignment for a period of more than eight (8) hours, the out-of-class pay shall be retroactive to the first hour of that specific assignment. This does not include cross-training circumstances.

The same employee shall not be assigned to the higher level duties for more than six (6) consecutive months unless specifically approved by the city administrator for extenuating circumstances. An extension of an out-of-class assignment beyond twelve (12) months must be approved by the City Council. The Union will be given notice of any such extensions.

The out-of-class rate of pay shall apply for that time actually worked in the higher class.

Periods of paid leave during the out-of-class assignment shall be compensated at the employee's regular rate of pay except when the assignment is for more than one month. When assigned for more than one month, the employee shall receive the out-of-class pay for leave taken during the out-of-class assignment.

24.7 If a person is hired, terminates, or works only part way through a month, their pay will be based on their hourly rate of pay for the portion of the month worked.

### ARTICLE 25 - HEALTH AND SANITATION

- 25.1 The Washington State rules and regulations covering health and sanitation shall prevail.
- 25.2 Upon employee request the Employer agrees to arrange an ergonomic review of the employees work station and make reasonable accommodations to ensure a healthy work environment.

# ARTICLE 26 - SEPARABILITY

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

# ARTICLE 27 - MILEAGE ALLOWANCE

All employees required by the department head to use their private cars for official departmental business, shall be compensated at the rate for such use as determined by the Internal Revenue Service.

# ARTICLE 28 - DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

### ARTICLE 29 – JOB DESCRIPTIONS AND RECLASSIFICATIONS

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

# ARTICLE 30 - CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this Agreement is that this Agreement and all working agreements shall be consistent with the personnel ordinances, and that where it is found that the provisions of such an Agreement are in conflict with the personnel ordinance(s), that the language of the Agreement would become the basis for recommending an amendment of the ordinance(s).

### ARTICLE 31 – MANAGEMENT RIGHTS

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

- The right to institute, from time to time, work rules applicable, to bargaining unit employees.
- 31.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- 31.3 The right to hire, promote, demote, transfer, assign, and/or retain employees in positions within the City.
- 31.4 The right to discipline employees for just cause.
- 31.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is inclusive of, but not limited to, life threatening situations, civil disorders, natural disasters, unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 31.7 The right to determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

# ARTICLE 32 – EMPLOYEE RIGHTS

Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the issue resolution procedure contained herein to protect their rights as set forth in this Agreement.

# ARTICLE 33 - NO SMOKING POLICY

The No Smoking Policy which was mutually agreed upon between the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

# ARTICLE 34 – DRUG AND ALCOHOL POLICY AND PROCEDURES

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

# ARTICLE 35 - SHARED LEAVE POLICY

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

# ARTICLE 36 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from January 1, 2014, except as otherwise indicated, until December 31, 2016, except for contract language changes which shall be effective from the effective date of signature forward.

CITY OF CAMAS – CAMAS PUBLIC LIBRARY, WASHINGTON	OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONALUNION, LOCAL 11			
Scott Higgins, Mayor	Michael Richards, Executive Secretary-Treasurer			
Date:	Date: 12/2/13			
Jennifer Gorsuch, Interim City Administrator	Maureen M. Colvin, Union Representative			
Date:	Date: 11/25/13			
	John Goaring, Breward			
	Date: 12/4/13			

# EXHIBIT "A"

# Effective January 1, 2014

Positions	1	2	3	4	5	6	7
Administrative Support Asst	\$3324.00	\$3426.00	\$3527.00	\$3637.00	\$3737.00	\$3854.00	\$3970.00
Circulation Services Specialist	\$4194.00	\$4320.00	\$4452.00	\$4584.00	\$4722.00	\$4863.00	\$5009.00
Library Assistant	\$3031.00	\$3123.00	\$3216.00	\$3311.00	\$3411.00	\$3513.00	\$3617.00
Library Associate	\$3954.00	\$4074.00	\$4193.00	\$4320.00	\$4452.00	\$4579.00	\$4722.00
Library Page	\$2190.00	\$2255.00	\$2323.00	\$2392.00	-	-	-
St Library Associate	\$4194.00	\$4320.00	\$4452.00	\$4584.00	\$4722.00	\$4863.00	\$5009.00
Youth Services Librarian	\$4452.00	\$4584.00	\$4720.00	\$4865.00	\$5009.00	\$5159.00	\$5314.00

Progression through the pay plan is subject to the provisions of Article 24

Hourly Rate Formula:

12 x Monthly Salary÷2080 Hours

# **DEFINITION OF JOB TERMS**

- (1) Full-Time Employee An employee working a full-time schedule of forty (40) hours per week.
- (2) Part-Time Employee An employee working a part-time schedule of twenty (20) hours, but less than forty (40) hours per week. Part-time employees will receive health and welfare insurance, sick leave, vacations and holiday benefits on a pro-rata basis in accordance with the number of hours worked and applicable Local, State and Federal laws. The employee's portion of the insurance premium will be carried out by payroll deduction. Further, floating holidays will be credited on a pro-rated basis for the portion of the year worked.
- (3) Provisional Part-Time Employee An employee working a part-time schedule of less than twenty (20) hours per week. Such employee is eligible to participate in non-insured benefit programs at a level proportionate to their monthly work schedule.
- (4) Temporary Employees An employee working a full or part-time schedule not to exceed six (6) months. Temporary employees are not eligible to participate in the benefit programs nor shall they accrue seniority.
- (5) Probationary Employees: The probationary period for employees shall be six (6) months or longer subject to the following provisions. The Employer may extend a probationary employee's probationary period for up to an additional three (3) months. Any extensions beyond the three (3) month period will be subject to mutual agreement with the Union. In any event, the probationary period shall not exceed twelve (12) months. Probationary employees shall work subject to the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse.
- (6) Nineteen (19) hour positions: After twelve (12) months of employment, an employee working nineteen (19) hours per week will increase to twenty (20) hours per week. This will allow them to receive Dental/Vision care (with the City paying full premiums) automatically. They can also opt into Medical Health Insurance paying a pro-rated premium based on hours per week worked.

# MEMORANDUM OF AGREEMENT

Between

#### CITY OF CAMAS - CAMAS PUBLIC LIBRARY

and the

#### OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 11

This Memorandum of Agreement is entered into between the City of Camas – Camas Public Library and the Office & Professional Employees International Union, Local 11; specifically designated the Administrative Support Assistant position within the Camas Public Library; to allow proper communication between the parties listed above and in accordance with Schedule "A" within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the Union and the Employer shall embark on a classification review of the Administrative Support Assistant position within the Camas Public Library with other like positions and to review work within the negotiated parameters, to seek a balance between the continuances of the quality earnings provided to the employee's and keeping the parties' costs to a minimum, while meeting legal and contractual obligations.

This classification review shall be conducted and completed by March 1, 2014. Should this review result in a new position title or wage rate, it shall be set forth in Schedule "A" to this Agreement and will be effective retroactive to January 1, 2014.

Be it further agreed that this Memorandum of Agreement shall be pursuant to the terms of Article 18 Grievance Resolution Process should there be any dispute regarding the interpretation and/or application of this Agreement.

Agreed on this <u>25</u> day of November 2013.

Scott Higgins, Mayor Michael Richards, Executive Secretary-Treasurer
City of Camas OPEIU Local 11

Jennifer Gorsuch, Interim City Administrator City of Camas Maureen M. Colvin, Union Representative

OPEIU Local 11

John Goaring, Steward OPEIU Local 11

MMC/dmt opeiu11/alf-cio