

CITY COUNCIL MEETING AGENDA

Monday, April 1, 2013, at 7 p.m. Camas City Hall, 616 NE 4th Avenue

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. Approve the minutes of the March 18, 2013, Camas City Council Meeting and the work session minutes of March 18, 2013
- B. Approve claim checks as approved by the Finance Committee
- C. Authorize Mayor to execute the contract for Project SS-579A 2013 NW Leadbetter Drive and Grass Valley Park Wetland Maintenance Award to the lowest responsive bidder, Sound Native Plants, in the amount of \$12,149.24. The original project was evaluated and rebid for removal of invasive species only. This amount is \$1,759.27 over the Engineer's Estimate, but within the budgeted amount. (submitted by Anita Ashton)
- D. Approve Pay Estimate No. 2 for Project WS-713 Wastewater Treatment Facilities (WWTF) Improvements, Phase 2B, in the amount of \$360,739.36 to Contractors Northwest, Inc. for work completed through March 21, 2013. This project is budgeted and fully funded. (submitted by James Hodges)
- E. Authorize the Mayor to sign Detour Agreement HRD 40082 with the Washington State Department of Transportation (WSDOT). WSDOT is requesting to detour traffic through Camas during a required inspection of the West Camas Slough Bridge on SR-14. This inspection will require the eastbound lane to be closed for two separate five-hour periods. WSDOT and Camas staffs have determined that the best hours for these detours are Saturday, April 13th and Sunday, April 14th from 5 a.m. to 10 a.m. The detour route will include NW 6th Avenue, NE 6th Avenue, NE Adams Street, and NE 3rd Avenue. From NE 3rd and Dallas Street, the detour route will follow SR-500 eastbound back to SR-14. A detour agreement is required. This Agreement and the conditions thereto have been reviewed by Fire, Police, Public Works, and Community Development Staff. (submitted by James Carothers)
- F. Authorize the Finance Director to acknowledge and issue a School Impact Fee credit voucher for the specified amount to Hills at Round Lake School (HARL). The Camas School District has approved the attached Resolution No. 117 authorizing a partial credit in the amount of \$302,778.71. This is the fourth partial credit associated with the project. The last credit was approved by Council at the March 5, 2012 meeting in

the amount of \$427,512. A final credit will be issued at a future date when all of the conditions of the agreement between HARL and the Camas School District have been completed. The total of all credits shall not exceed \$1,137,000. The School Impact Fee is a pass-through fee that is collected by the City of Camas at the time of building permit issuance and is remitted back to the School District. Camas Municipal Code (CMC) 3.88.140 (5)(B) states: For school impact fees, no credit shall be granted until the School Board adopts a resolution certifying that the eligible improvements have been designed or engineered or constructed and accepted by the school board. The resolution shall further identify the dollar amount of the credit and the developer to whom the credit should be issued. (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

VIII. COMMUNITY DEVELOPMENT

- A. Final Plat of Hidden Leaf II (file no. FP13-01)
 - 1. Details: The applicant has satisfactorily met all requirements in accordance with CMC§17.21.060

Department/Presenter: Eric Levison, Public Works Director Recommended Action: Approve the Final Plat of Hidden Leaf II (file no. FP13-01)

- B. Community Development Block Grant (CDBG) Agreement for Project P-881 Community Center Parking Property Acquisition
 - 1. Details: The City of Camas has been awarded a \$30,000 CDBG to partially fund acquisition of property located at 717 SE Polk Street. The parcel is vacant and will be used as overflow parking for the Camas Community Center. This item was first introduced at the March 4th Council Workshop with more detailed discussion occurring at the March 18th Council Workshop. The subject parcel is owned by the Friends of the Camas Community Center. Purchase of the property will require about \$30,000 of additional funding from the adopted Growth Management Act (GMA) Capital Projects Fund Budget. The Draft Agreement introduced in prior workshops has been updated to a Final Draft by Clark County Staff and is attached. Changes include the repayment requirements of the grant money as previously explained to Council, which may be found in the PROMISSORY NOTE, DEED OF TRUST AND COVENANT section on page 17, and more specific details regarding the property description in the PROJECT DESCRIPTION section on Page 2.

Department/Presenter: Nina Regor, City Administrator

Recommended Action: Review and vote to "Approve" or "Reject" the CDBG Grant Agreement.

IX. FINANCE

- A. Ordinance No. 2673 Granting Sawtooth Technologies, LLC, a Franchise to Operate a Fiber Optic Network
 - 1. Details: This franchise will be beneficial to our library and James Carothers presented details of this at the March 18, 2013, Council Workshop. Joan Durgin will be available to assist with questions.

Department/Presenter: Joan Durgin, Finance Director Recommended Action: Approve Ordinance No. 2673

X. HUMAN RESOURCES

- A. Resolution No. 1269 Creating the Positions Entitled Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II and Lead Police Records Clerk
 - 1. Details: This item was previously presented to Council at the March 18, 2013, Workshop. This resolution will create the above named positions and set the salary schedules.

Department/Presenter: Jennifer Gorsuch, Human Resources Director Recommended Action: Recommend that Council authorize the Mayor to sign the resolution.

XI. ADJOURNMENT

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



CITY COUNCIL REGULAR MEETING MINUTES - Draft Monday, March 18, 2013 at 7:00 p.m. Camas City Hall, 616 NE 4th Avenue

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, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith,

and Shannon Turk

Excused: Don Chaney

Staff: Kristin Berquist, Phil Bourquin, James Carothers, Joan Durgin, James

Hodges, Eric Levison, and Nina Regor.

Press: Heather Acheson, Camas-Washougal Post Record

IV. PUBLIC COMMENTS

Zachariah Smith, Camas High School Senior, 3601 NE 7th Avenue, Camas, introduced himself. John Wagoner, PO Box 852, Camas, asked Council about retaining legal counsel for the Bonneville Power Administration's (BPA) power lines issue and Mayor responded that the legal counsel Camas was receiving had to do with the Draft Environmental Impact Statement (EIS).

V. CONSENT AGENDA

A. Approve the minutes of the March 4, 2013, Camas City Council Meeting and the work session minutes of March 4, 2013.

March 4, 2013 City Council Meeting Minutes

March 4, 2013 Workshop Meeting Minutes

- **B.** Approve claim checks numbered 116506-116654 in the amount of \$459,087.40.
- C. Authorize Change Order No. 1 for Project SS-571 Cedar Street Storm Sewer Realignment in the amount of \$616.21 including the first two items: force account work required to re-lay pipe across NE 6th Avenue due to a grade

conflict for a lump sum of \$4,254.30 and extra controlled density fill material required to plug the abandoned pipe for eight cubic yards (CY) at \$101.77 per yard for a total of \$814.16. There is also a credit for the deletion of Bid Item No. 12 Solid Rock Excavation for 30 CY at \$150 per yard for a total of \$4,500.00. At the February 19th Workshop, staff reported that this change order would result in a credit of approximately \$200. The contractor later identified the additional cost shown for the density fill matter, resulting in an overall additional charge for this change order. (submitted by James Hodges, Project Manager)

SS-571 Change Order 1 🦠

D. Authorize Pay Estimate No. 2 (final) for Project SS-571 Cedar Street Storm Sewer Realignment to Civil Works NW, Inc., in the amount of \$6,274.79 for work performed through February 1, 2013, by Civil Works NW, Inc., and accept project as complete. (submitted by James Hodges, Project Manager)

SS-571 Pay Estimate 2

E. Authorize Change Order No. 1 for Project P-874A Louis Bloch Park Restroom Improvements for 12 additional working days for the contractor, Michael Green Construction. Work on this project is nearing completion; however, the number of contract working days will not be sufficient to complete the remaining work due to a delay in special construction materials. The contractor has requested 12 additional working days to complete the contract. Engineering staff have reviewed this request and believe it to be a reasonable request due to the delay of delivery of the entire restroom kit. There isn't a cost associated with this change order. This item was discussed at the March 18, 2013, Council Workshop. The project is budgeted and fully funded by a Community Development Block Grant (CDBG). (submitted by James Hodges, Project Manager)

P-874 Change Order 1

F. Authorize Pay Estimate No. 3 for Project P-874A Louis Bloch Park Restroom Improvements, in the amount of \$54,876.35 to Michael Green Construction, Inc., for work completed through February 28, 2013. This project is budgeted and fully funded by a Community Development Block Grant (CDBG). (submitted by James Hodges, Project Manager)

P-874A Pay Estimate 3 🦠

G. Approve the amendment to the Architect Associative Inc., Contract in the amount of \$35,068 for additional architectural services related to the construction of the Lacamas Lake Lodge. The amendment was discussed during the March 4th, 2013, Workshop. (submitted by Jerry Acheson, Parks & Recreation Manager)

Architect Associative Inc. Contract Amendment

H. Authorize the write-off of ambulance billings for February 2013 for \$69,847.73. This is the monthly uncollectible balance of Medicare and Medicaid accounts that

are not collectable after receiving payments from Medicare, Medicaid, and secondary insurance. (submitted by Joan Durgin, Finance Director)

I. Authorize Mayor to sign a contract for Project P-862A Lacamas Lake Lodge Hazardous Material Abatement to Keystone Contracting in the amount of \$3,035.20. (item was added 3-18-2013)

Bid Opening P-862A3 🦠

Mayor Scott Higgins stated that Item I. was added to the Consent Agenda.

It was moved by Greg Anderson, seconded by Melissa Smith 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

Turk commented that she attended the Library Board of Trustees Meeting and reported that a month long anniversary celebration at the Camas Public Library would begin in April.

VII. MAYOR

A. Announcements

Mayor acknowledged the ten year anniversary of three core businesses that have been deeply involved in the revitalization of downtown Camas. The businesses Mayor congratulated were Camas Antiques, Lizzabeth A and Lily Atelier.

VIII. FINANCE

A. Resolution No. 1268 Providing for Reimbursement to the Growth Management Capital Fund from the Proceeds of a Financing Contract to be entered into with the State Treasurer's Office for the Construction of the Lacamas Lake Lodge.

Details: The City will incur expenses for the Lacamas Lake Lodge Project before financing proceeds are available to the City of Camas. The attached resolution will allow the City to reimburse the Growth Management Capital Fund when the loan proceeds are received.

Department/Presenter: Joan Durgin, Finance Director

Resolution 1268

It was moved by Shannon Turk, seconded by Melissa Smith that Resolution No. 1268 be read by title only. The motion carried unanimously.

It was moved by Shannon Turk, seconded by Linda Dietzman that Resolution No. 1268 be adopted. The motion carried unanimously.

IX. COMMUNITY DEVELOPMENT

A. Evaluation of Bids Submitted for Project SS-578 Lake Road Wetland Invasive Species Removal

Details: This item was first introduced to Council at the March 4, 2013, Workshop. Bids were opened on Monday, March 11, 2013. There were a total of two bids received. The apparent low bidder, Sound Natives Plants, Inc., submitted an irregular bid. The second bidder Green Tree Landscaping, Inc., submitted a responsive bid in the amount of \$10,406.40. This amount is below the Engineer's Estimate and is within this budgeted project amount. A memorandum regarding the process for determining the award outcome for an irregular bid is attached.

Department/Presenter: James Carothers, Engineering Manager

Irregular Bid Memorandum 🦠

SS-578 Bid Tab 🦠

It was moved by Melissa Smith, seconded by Tim Hazen that the apparent low bid be deemed nonresponsive in that it contains material irregularities and the second lowest bidder, who has the lowest responsive bid, be awarded the contract for SS-578 Lake Road Invasive Species Removal. The motion carried with Steve Hogan voting no.

B. SS-579 NW Leadbetter Dr. and Grass Valley Park Wetland Maintenance Reject All Bids

Details: This item was first introduced to Council at the March 4, 2013, Workshop. One bid was received and opened on Monday, March 11, 2013. The bid amount, \$42,438.60, is approximately \$9,100.00 over the Engineer's Estimate. This bid amount is also over the amount budgeted for the project (\$35,000.00). Staff intends to rebid the invasive species removal as soon as possible. This item will be on the April 1, 2013, Consent Agenda. Staff will evaluate rebidding the plantings later this year.

Department/Presenter: James Carothers, Engineering Manager

SS-579 Bid Tab

It was moved by Greg Anderson, seconded by Shannon Turk that all bids for SS-579 NW Leadbetter Drive and Grass Valley Park Wetland Maintenance be rejected. The motion carried unanimously.

Mayor thanked Scout Troops 562 and 565 for attending the meeting.

X. EXECUTIVE SESSION (item added 3-18-2013)

A. Potential litigation

The meeting recessed at 7:32 p.m. for a discussion about potential litigation for an estimated five to ten minutes. No further action was taken. The meeting reconvened at 7:45 p.m.

XI. ADJOURNMENT

The meeting adjourned at 7:45 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 - 3-14-2013

Regular Meeting Supporting Documents 3-18-2013

Mayor	City Clerk



CITY COUNCIL WORKSHOP MEETING MINUTES - Draft Monday, March 18, 2013 at 4:30 p.m. Camas City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

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

II. ROLL CALL

Present: Greg Anderson, Linda Dietzman, Tim Hazen, Steve Hogan, Melissa Smith

and Shannon Turk

Excused: Don Chaney

Staff: Kristin Berguist, Phil Bourguin, James Carothers, Joan Durgin, Jennifer

Gorsuch, James Hodges, Mitch Lackey, Eric Levison, Shawn MacPherson,

and Nina Regor

Press: Heather Acheson, Camas-Washougal Post Record

III. PUBLIC COMMENTS

There were no comments from the public.

IV. SPECIAL PRESENTATIONS

A. Columbia River Economic Development Council (CREDC) Update

Details: An update was given on the implementation progress of the CREDC's

Economic Development Plan

Department/Presenter: Lisa Nisenfeld, CREDC President

V. HUMAN RESOURCES DEPARTMENT

A. Position Reclassification for Police Department Support Staff Positions

Details: Due to a request for position reclassification, new job descriptions and titles have been created for the Police Department support staff positions. The new job descriptions and the reasons for the changes were presented.

Additional comments related to the front office staffing were also given.

Department/Presenter: Jennifer Gorsuch, Human Resources Director

Lead Police Records Clerk Job Desc.

Police Records Clerk Dispatcher I and II

VI. COMMUNITY DEVELOPMENT DEPARTMENT

A. Community Development Block Grant (CDBG) for Property Acquisition for Overflow Parking at the Camas Community Center (large file--it may take a few minutes to load)

Details: The City of Camas has been awarded \$30,000 in CDBG funds to partially pay for the acquisition of property located at 717 SE Polk Street. The parcel is vacant, and would be used as overflow parking for the Camas Community Center. It is currently owned by the Friends of the Camas Community Center. Purchase of the property will require about \$30,000 of additional funding from the adopted Growth Management Act (GMA) Capital Projects Fund budget. This item was first introduced to Council at its March 4, 2013, Workshop. During the discussion, Council asked several questions. The following information is provided in response to those questions. According to Clark County Community Services, this grant would require the property to remain in the use intended for a minimum duration of seven years. An altered use within five years of the agreement would require the City to refund the full grant amount. If the use changed within 5-6 years, the City would need to refund half of the grant amount; and if the use changed within 6-7 years of the agreement, the City would need to refund 25% of the grant amount. Council also asked if there is a CDBG financial threshold, below which the City would not be required to comply with the grant refund requirements. According to County staff, such a threshold does not exist, i.e., regardless of the grant amount, the City would need to refund the grant in compliance with the provisions just described.

As mentioned above, the purchase of the property will require approximately \$30,000 of additional local funding, and staff recommends that this expense be funded by the GMA Capital Projects Fund Budget. Funds for this project were not included in the 2013 budget. There are two accounts that would be eligible to pay the local match required of this property acquisition - Parks Impact Fees or REET 1 (Real Estate Excise Tax). The Parks Impact Fee account does not have sufficient funds for the local match. The 2013 budget for the REET 1 account has an estimated 2013 beginning balance of \$321,000 and current revenues anticipated to be \$376,000 for total resources of \$697,000. 2013 expenses are budgeted at \$327,000, and include funding for parks operations and maintenance, police facility fencing, technology projects, and the remaining debt payment for a fire apparatus. With these budgeted expenses, the 2013 ending balance for the REET 1 account is budgeted at \$370,000. Current projections anticipate it being at or a little higher than the budgeted estimate. Barring additional unbudgeted expenditures, there are sufficient funds in the REET 1 account to pay for the City's share of the 717 SE Polk Street property acquisition, should Council choose to do so. The draft agreement that was included with the March 4, 2013, Workshop Agenda is attached for convenience.

Department/Presenter: Nina Regor, City Administrator and James Carothers, Engineering Manager

CDBG Draft Agreement 🤝

The CDBG Agreement will be included on the April 1, 2013, Agenda for Council's consideration.

B. Review of the City of Camas Draft Letter Responding to the Bonneville Power Administration I-5 Reinforcement Project Draft Environmental Impact Statement (DEIS)

Details: The City of Camas has engaged the legal firm of Foster Pepper PLLC to represent its interests regarding the Bonneville Power Administration's (BPA's) I-5 Corridor Reinforcement Project DEIS. The purpose of the workshop item is to review a Draft letter of response prior to submitting a formal response to BPA by the comment deadline of noon on Monday, March 25, 2013. (attachment added March 18, 2013)

Department/Presenter: Phil Bourquin, Community Development Director

BPA Draft Letter of Response See

Camas Visual Assessment S

Council concurred that staff should send the letter to BPA, once finalized.

C. Schedule Meeting to Render a Decision on the Final Plat for Hidden Leaf II, Phase 2

Details: The applicant has satisfactorily met all requirements in accordance with Camas Municipal Code (CMC) §17.21.060, and City Council must schedule the item on the regular meeting agenda to render a decision.

Department/Presenter: Phil Bourquin, Community Development Director and James Carothers, Engineering Manager

Final Staff Report for Hillen Leaf II, Phase 2 (attachment was added 3-18-13)

Staff will include this item on the April 1st Regular Council Meeting Agenda.

D. Sawtooth Technologies LLC Fiber Optic Franchise Agreement

Details: Sawtooth Technologies LLC, also known as SAW.NET, is planning to install fiber optic lines from Washougal through Camas to the east Clark College Campus. Funding for this installation is through the NTIA Broadband Technology Opportunities Program (BTOP) Grant. SAW.NET will also be running fiber to the Camas Public Library which is one of the anchor institutions included in this program. The end result will be a rapid broadband internet connection to the

Camas Public Library and other public places, including educational institutions. Attached for additional information are the November 1, 2012, memo to Council from the Library Director and a map indicating the route of the proposed fiber installation. Camas Municipal Code (CMC) Chapter 5.45 requires telecommunications companies to enter into a franchise agreement with the City. Attached is the franchise agreement ordinance that has been reviewed by the City Attorney's office, the finance director, and Washington Cities Insurance Authority (WCIA).

Department/Presenter: James Carothers, Engineering Manager

FiberOrdDraft Sa

K20 Network So

Fiber Install Map 🦠

Staff will include the franchise agreement ordinance on the April 1st Regular Council Agenda.

E. P-874 Louis Bloch Park Restroom Improvements - Change Order No. 1

Details: The contractor working on the construction of Project P-874A Louis Bloch Park Restroom Improvements took delivery of the kit for the restroom building. However, the kit supplier had omitted some necessary materials. The impact to progress on the project is 12 working days. Because of this, the contractor has requested 12 additional working days to complete the contract. Engineering staff have reviewed this request and believe it to be a reasonable request for the reasons stated above. There is no cost associated with the change order. Due to time constraints this item will be on the consent agenda. The project is budgeted and fully funded by a Community Development Block Grant (CDBG).

Department/Presenter: James Carothers, Engineering Manager

P-874 CO 1 🛬

Staff added this Change Order No. 1 for Project P-874A Louis Bloch Park Restroom Improvements to tonight's Consent Agenda.

F. Miscellaneous and Updates

Details: Updates on Miscellaneous or Emergent Items

Department/Presenter: Phil Bourguin, Community Development Director

There were no miscellaneous or emergent items.

VII. PUBLIC WORKS

A. Miscellaneous and Updates

Details: Updates on Miscellaneous or Emergent Items

Department/Presenter: Eric Levison, Public Works Director

Levison informed Council that two bid items were awarded. The first is for the removal of a fuel tank for the Lacamas Lake Lodge Project which will be included on a future consent agenda. The second is for asbestos abatement for the Lacamas Lake Lodge Project, which was awarded to Keystone Contracting in the amount of \$3,035.20. The award to Keystone Contracting will be added to this evening's Consent Agenda.

Levison mentioned the email that he sent to Council stating that Camas received the \$110,000 Department of Commerce energy grant. It will be applied toward the work that has been completed as well as the future work for Project P-877 Heating, Ventilation, and Cooling (HVAC) - Energy Audit Police Department and Library.

VIII. CITY ADMINISTRATION

A. Miscellaneous and Scheduling

Details: Updates on Miscellaneous or Scheduling Items

Department/Presenter: Nina Regor, City Administrator

There were no miscellaneous or scheduling items.

IX. COUNCIL COMMENTS AND REPORTS

Anderson attended the East County Ambulance Advisory Board (ECAAB) meeting.

Turk attended the Library Board of Trustees meeting.

Mayor noted there will likely be two openings on the Library Board of Trustees in the near future.

Dietzman attended the State of the County 2013 Address and noted she attended a public hearing about minor changes to C-TRAN's Camas-Washougal Route 41. Dietzman asked that Council directive be given to the C-Tran Board through the Camas-Washougal Representative for clarity about Camas' position. Regor responded that the Camas-Washougal Joint Representative for C-TRAN, Washougal Council Member Connie Jo Freeman, is available to attend the City Council Meeting on April 15th to provide an update on C-TRAN Board topics.

Hogan attended the NW 38th Avenue Groundbreaking Ceremony and commented about the Downtown Camas Association's request for support for House Bill 1001.

Smith attended the City of Washougal's first Saturday workshop, the State of the County 2013 Address, and the Camas-Washougal Chamber Meeting. Smith reminded Council about the Employee Recognition Event on March 22nd at 3 p.m. at the Liberty Theatre.

Smith let Council know that she was, along with Don Chaney, interested in creating a process for naming signs and memorial walls.

Mayor noted that a group asked for his support for the bus rapid transit line along Fourth Plain Boulevard and he declined based on the fact that it was not a Camas issue. He also noted the employee event time and place.

X. PUBLIC COMMENTS

Ken Hadley, 4011 F Circle, Washougal, commented about the letter responding to the BPA I-5 Reinforcement Project DEIS.

John Wagoner, PO Box 852, Camas, commented about the relationship of light rail to the Columbia River Crossing.

XI. ADJOURNMENT

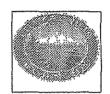
The meeting adjourned at 7:27 p.m.

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 - March 18, 2013

Workshop Agenda with Supporting Documents Some

Mayor	City Clerk



I, Joan Durgin, City Clerk hereby certify that these bid tabulations are correct.

Joan Durgin

Date

PROJECT NO. SS-579A					Sound Native Plants, Inc. PO Box 7505		
DESC	RIPTION: 2013 NW Leadbetter I	r. & GVP				Olympia, WA 985	07-7505
DATE	Wetland Mainte OF BID OPENING: March 22, 2013 a		Entered by rls			360,352,4122	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT	CONTRACT TOTAL
Sche	dule A - NW Leadbetter Dr.						
1	Mobilization	LS	1	\$600.00	\$600.00	\$773.10	\$773.10
2	Maintenance Period - April	LS	1	\$1,300.00	\$1,300.00	\$2,102.65	\$2,102.65
3	Maintenance Period - June	LS	1	\$1,135.00	\$1,135.00	\$1,105.28	\$1,105.28
4	Maintenance Period - August	LS	1	\$1,135.00	\$1,135.00	\$900.04	\$900.04
5	Maintenance Period - October	LS	1	\$1,135.00	\$1,135.00	\$1,099.03	\$1,099.03
		8.	Subtotal 4 % Sales Tax		\$5,305,00 \$445.62		\$5,980.10 \$502.33
			Total	•	\$5,750.62		\$6,482.43
	dule B - Grass Valley Park						
	Mobilization	LS	1	\$600.00	\$600.00	\$773.10	\$773.10
	Maintenance Period - April	LS	1	\$1,100.00	\$1,100.00	\$1,547.51	\$1,547.51
3	Maintenance Period - June	LS	1	\$860.00	\$860.00	\$1,348.52	\$1,348.52
4	Maintenance Period - August	LS	1	\$860,00	\$860.00	\$616.47	\$616.47
5	Maintenance Period - October	LS	1	\$860.00	\$860.00	\$942.09	\$942.09
		R	Subtotal 4 % Sales Tax		\$4,280.00 \$359.52		\$5,227.69 \$439.13
		.	Total	•	\$4,639.52	•	\$5,666.82
			ACT TOTAL Sch. A & B)		\$10,390.14		\$12,149.24

PROGRESS ESTIMATE NO. 2 MARCH 21, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON

PROGRESS ESTIMATE PERIOD FEBRUARY 19, 2013 TO MARCH 21, 2013

PROJECT:

CITY OF CAMAS

CONTRACTOR:

RFC 3/22/13

G&O JOB NUMBER #11505.02

CITY OF CAMAS PROJECT #WS-713

CONTRACTORS NORTHWEST, INC.

WASTEWATER TREATMENT FACILITIES IMPROVEMENTS - PHASE 2B P.O. BOX 6300

COEUR D'ALENE, ID 83816

425-00-594-350-65

						720	•	-
***************************************	BID ITEMS			QUANTITIES		PROJECT COSTS		PERCENT
				TOTAL				OF
				THIS	TOTAL TO	AMOUNT	AMOUNT TO	CONTRACT
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	PERIOD	DATE	THIS PERIOD	DATE	QUANTITY
1	Bond and Insurance	1 LS	\$51,114.00	0.00%	100.00%	\$0.00	\$51,114.00	100%
2	Mobilization and					:		
	Demobilization	1 LS	\$95,000.00	0.00%	47,37%	\$0.00	\$45,000.00	47%
3	General Requirements	1 LS	\$188,970.00	12.31%	23.53%	\$23,271.41	\$44,464.57	24%
4	Site Work	1 LS	\$676,981.00	34.71%	46.04%	\$234,959.26	\$311,703.36	46%
5	UV Disinfection/Effluent							
	Pump Station	1 LS	\$500,101.00	2.76%	2.76%	\$13,800.00	\$13,800.00	3%
6	Clarifier No. 3	1 LS	\$695,938.00	20.00%	21.59%	\$139,154.75	\$150,244.50	22%
7	Hydrogen Sulfide Scrubber							
	System	1 LS	\$277,769.00	0.00%	0.00%	\$0.00	\$0.00	0%
8	Electrical	1 LS	\$273,127.00	0.00%	0.00%	\$0.00	\$0.00	0%
9	Trench Excavation Safety							
	System	1 LS	\$5,703.00	0.00%	0.00%	\$0.00	\$0.00	0%
10	Dewatering	1 LS	\$6,064.00	50.00%	50.00%	\$3,032.00	\$3,032.00	50%
11	Unsuitable Excavation	100 CY	\$37.00	100	100	\$3,700.00	\$3,700.00	100%
12	Rock Excavation	220 CY	\$68.50	0	0	\$0.00	\$0.00	0%
13	Additive Item No. 1 - Drycr							
	Building	1 LS	\$23,600.00	0.00%	0.00%	\$0.00	\$0.00	0%
14	Additive Item No. 5 -						:	
	Launder Covers	1 LS	\$45,700.00	0.00%	0.00%	\$0.00	\$0.00	0%
CHA	NGE ORDERS:							
COI	NOL ONDENO					\$0.00	\$0.00	
CO2						\$0.00	\$0.00	
CO3			İ			\$0.00	\$0.00	
CO4						\$0.00	\$0.00	1
CO4			ļ		1	\$0.00	\$0.00	I

PROGRESS ESTIMATE NO. 2 MARCH 21, 2013

CITY OF CAMAS CLARK COUNTY WASHINGTON PROGRESS ESTIMATE PERIOD FEBRUARY 19, 2013 TO MARCH 21, 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*	
	Γ	AMOUNT	AMOUNT TO
		THIS PERIOD	DATE
SUBTOTAL EARNED TO DATE		\$417,917.42	\$623,058.43
SALES TAX 8.4	10%	\$35,105.06	\$52,336.90
MATERIALS ON HAND		(\$71,387.25)	\$53,793.29
TOTAL		\$381,635.23	\$729,188.62
LESS 5% RETAINED (BEFORE TAX)		\$20,895.87	\$31,152.92
TOTAL EARNED TO DATE LESS RETAINAGE			\$698,035.70
LESS AMOUNTS PREVIOUSLY PAID			
PROGRESS ESTIMATE NO. 1			\$337,296.34

TOTAL PAYMENT NOW DUE:

\$360,739.36

\$360,739.36

ORIGINAL CONTRACT AMOUNT CONTRACT PERCENTAGE TO DATE

\$2,858,837.00 22%

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

GRAY & OSBORNE INC

CONTRACTORS NORTHWEST, INC.

CITY OF CAMAS

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and dans

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY							
EST		TOTAL	SALES	SALES			
NO.	PROGRESS ESTIMATE	EARNED	TAX	TAX	MATERIALS	RETAINAGE	TOTAL
	PERIOD DATES	PER 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

TOTAL:

\$623,058.43

\$52,336.90

\$53,793.29

\$31,152.92 \$698,035.70

Page 2 of 2

Progress Estimate No. 2 xls



Lynn Peterson Secretary of Transportation

March 20, 2013

Southwest Region 11018 Northeast 51st Circle P.O. Box 1709 Vancouver, WA 98668-1709 360-905-2000 / FAX; 360-905-2222 TTY: 1-800-833-6388 www.wsdot.wa.gov

Eric Levison, P.E. Public Works Director City of Camas PO Box 1055 Camas WA 98607-0055

Re: SR 14, West Camas Slough Bridge Inspection Detour Agreement HRD 40082

Dear Eric:

Attached for your approval is the proposed Detour Agreement for our SR 14, West Camas Slough Bridge Inspection. Please sign and return both copies. Upon execution, I will send you an original of the agreement.

As discussed we discussed on February 25th, 2013 the detour will route SR 14, traffic onto sections of NW 6th Avenue, NE 6th Avenue, NE Adams Street and NE 3rd Avenue during SR 14, West Camas Slough Bridge Inspection. The detour will be used to allow the inspectors access to the West Camas Slough Bridge. As part of the detour plan WSDOT will do the following:

- Coordinate a pre-closure meeting with all parties involved with detour operations.
- Notify the City a minimum of 5 days notice prior to the first use of the detour.
- Notify emergency services prior to use as a detour.
- Issue a press release prior to use as a detour distribution will include the Post Record, the Downtown Association, Camas School District and CTRAN as well as others.
- Publicize the closure and detour route on the WSDOT website and provide the same information to the City of Camas for publication on the City website.
- Use variable message signs to advertise the closure and detour route.
- Restrict vehicles to legal loads only. All overweight and over sized loads will be restricted.
- Request that the WSP have a presence during the detour.
- Set the traffic signal at 4th and Adams to flashing mode during the detour.
- Reimburse the Local Agency for the cost of additional maintenance and repairs made necessary by the State's detour as described in the attached agreement.

We will be closing the eastbound structure only on the mornings of April 13th and 14th 2013. Hours of operation have tentatively been set for 5:00am to 10:00am.

As noted in the agreement, we want to schedule a joint inspection of NW 6th Avenue, NE 6th Avenue, NE Adams Street and NE 3rd Avenue, prior to use as a detour.

Sincerely,

KEN HASH, P.E.

Local Programs Manager

KFH

cc:

Mike London

Doug Ficco

File

Local Agency Haul Road/Detour Agreement		Local Agency and Address City of Camas PO Box 1055 Camas, WA 98607-0055
Agreement Number HRD State Route Number 14	-40082 Control Section Number	Section / Location SR 14 (Eastbound) West Camas Slough Bridge Inspection
Region Southwe Intended Use (Haul Road Detour Vehicle Restrictions Legal load only	est Region d or Detour Road)	Description of Roads or Streets Sections of NW 6th Avenue, NE 6th Ave, NE Adams Street and NE 3rd Avenue.

This AGREEMENT is made and entered into between the STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION (STATE) and the above named governmental entity (LOCAL AGENCY).

WHEREAS, the STATE is planning the construction or improvement of a section of state highway as shown above, and

WHEREAS, in the construction of the project it is planned to use, for the purpose noted above, those LOCAL AGENCY roads or streets described above and as further detailed in red on the attached Exhibit "A", and

WHEREAS, it is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the LOCAL AGENCY.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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The LOCAL AGENCY hereby agrees to the STATE's use of the roads or streets covered by this AGREEMENT subject to the conditions contained herein.

11

Immediately prior to the beginning of the STATE's use of the above described roads or streets, the parties to this AGREEMENT shall make a joint condition inspection and the STATE shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the LOCAL AGENCY on said roads or streets and may include photographs showing condition of the existing roadway.

111

The STATE agrees to reimburse the LOCAL AGENCY for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section II, made necessary by the STATE's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.

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Upon completion of use of the roads or streets covered by this AGREEMENT, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section II.

It is expressly understood that the STATE shall be responsible only for that extra maintenance and repairs of the LOCAL AGENCY's roads or streets occasioned by the project use. In the event of a dispute over the terms of this AGREEMENT and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section II. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this AGREEMENT.

VI

The LOCAL AGENCY agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this AGREEMENT except as stated above under Vehicle Restrictions.

VΙ

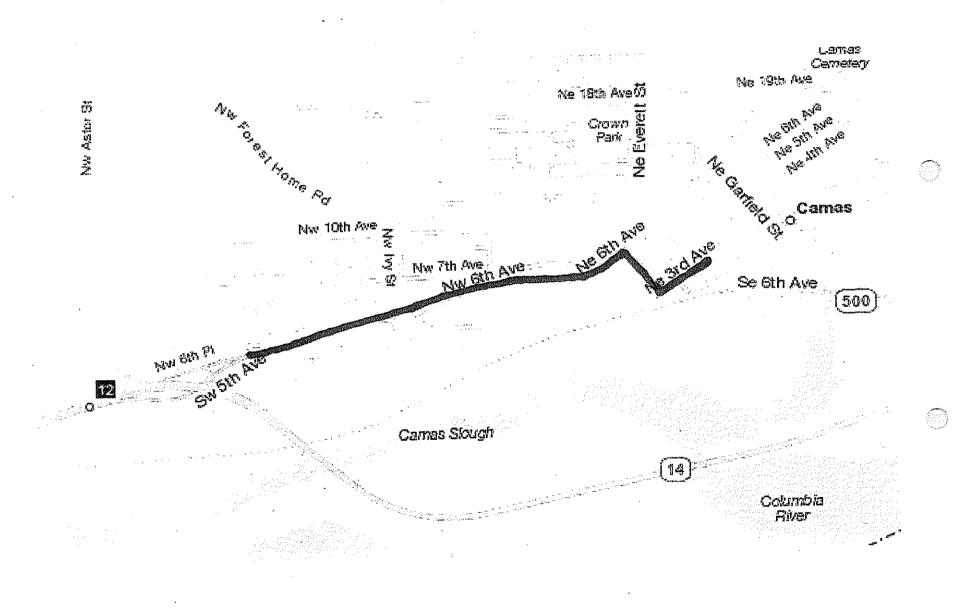
No liability shall attach to the STATE or the LOCAL AGENCY by reason of entering into this AGREEMENT except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the party's date signed last below.

LOCAL AGENCY

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

Ву	Ву
Name	Name
Title	Title
Date	Date



RESOLUTION NO. 12-07

A RESOLUTION of Camas School District No. 117 authorizing the issuance of School Impact Fee Credits

WHEREAS, the Hills at Round Lake Planned Residential Development "The Hills PRD" was approved by the City of Camas (the 'City') with an option in Phase I of the Hills PRD to include placement of a school ('School Property') for the Camas School District (the "District"); and

WHEREAS, on or about June 18, 2008, the District purchased the School Property from the Loyal Land Company; and

WHEREAS, the School Property is provided for on the District's 2009-2015 Capital Facilities Plan ("CFP"); and

WHEREAS, as part of the acquisition of the School Property, Hills at Round Lake LLC

("HARL"), a successor in interest to the Loyal Land Company with respect to the Hills at Round Lake

project, agreed to construct certain capital improvements ("Improvements") on the School Property; and

WHEREAS, the Improvements are provided for in Section 3F of the District's CFP and per the agreement with HARL the cost of the Improvements which qualify for School Impact Fee Credits per the CFP is a sum not to exceed \$1,137,000.00; and

WHEREAS, the Board of Directors of the Camas School District by motion have authorized the Superintendent to execute a "Final Completion Agreement" relating to the completion of the Improvements on the School Property; and

WHEREAS, pursuant to said Final Completion Agreement the District desires to issue the corresponding amount of School Impact Fee Credits in the amount of \$302,778.71; and

WHEREAS, the Superintendent of the Camas School District is hereby authorized to issue the aforementioned School Impact Fees credits to HARL and take other actions as necessary to execute documents as required by the City of Camas to evidence such credits.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF CAMAS SCHOOL DISTRICT NO. 117 as follows:

- 1. As a result of HARL's completion of the Improvements as provided for in the District's CFP, the District shall issue to HARL, School Impact Fee Credits in the sum of \$302,778.71.
- 2. The Superintendent of the Camas School District is hereby authorized on behalf of the District to execute all documents which may be necessary to effect the release of such School Impact Fees from the City of Camas.

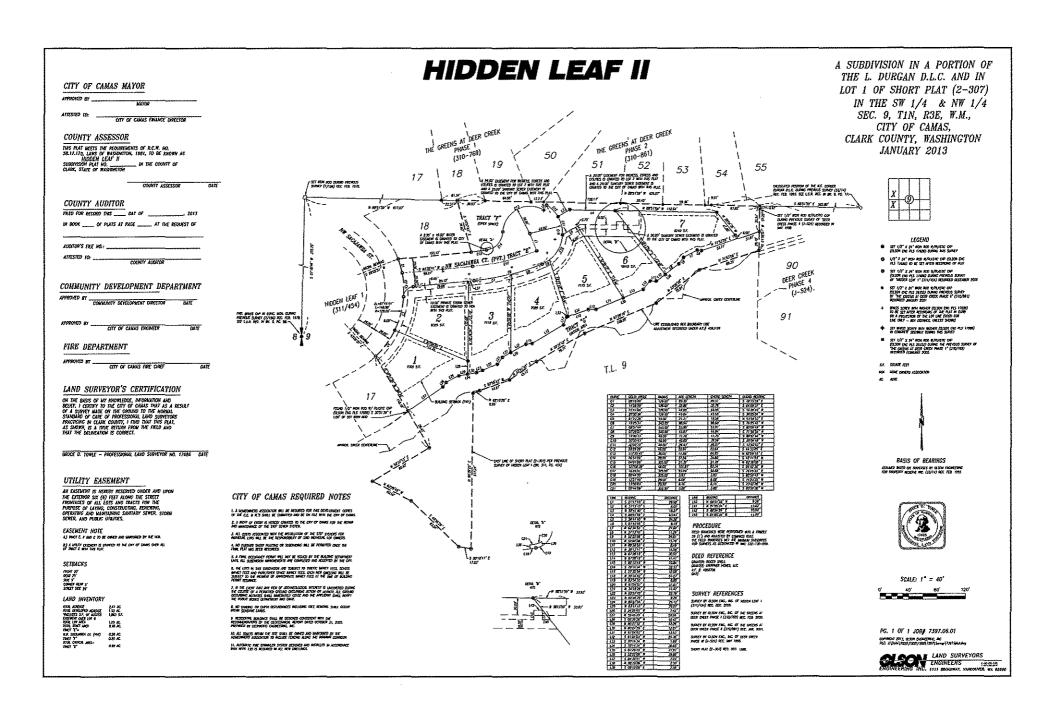
RESOLVED by the Board of Directors of the Camas School District at a regular meeting this 25th day of March 2013.

CAMAS SCHOOL DISTRICT NO. 117

SIGNED:

Members

Secretary





Staff Report Final Plat Approval of Hidden Leaf II (File No. FP13-01, Related File: SUB05-11)

March 18, 2013

TO: Mayor Higgins

City Council

LOCATION: Tax Parcels #127146-000 and 127147-000 are zoned R-7.5. The property is north of

McIntosch Road between SE Brady Road and Klickitat Street

OWNER: Glavin Development

3809 SE 189th Ave. Vancouver, WA 98683

APPLICABLE Camas Municipal Code Chapters (CMC): Section 17.21 Procedures for Public

LAW: Improvements, Chapter 18.55-Procedure, and Revised Code of Washington Chapter

58.17

BACKGROUND INFORMATION

Proposed Lots:

Acreages/Areas:

• 7 Lots single-family

• Total site area: 2.41 acres

The preliminary plat approval for Hidden Leaf II (file #SUB05-11) was issued in 2006, with the following conditions of approval. The chart below provides a quick summary of whether the development has complied with those conditions.

Conditions of Approval (SUB05-11)	Findings
1. Stormwater treatment and control facilities shall be designed in accordance with the 1992 Puget Sound Stormwater Manual design guidelines. Final stormwater calculations shall be submitted at the time of final construction plan submittal.	Complies
2. All construction plans will be prepared in accordance with City of Camas standards. The plans will be prepared by a licensed civil engineer in Washington State and submitted to the City for review and approval.	Complies
3. Underground (natural gas, CATV, power, street light and telephone) utility plans shall be submitted to the City for review and approval prior to approval of the construction plans.	Complies
4. The applicant will be required to purchase all permanent traffic control signs, street name signs, street lighting and traffic control markings and barriers for the improved subdivision. The City will supply the list of required signs, markings and barriers at the time paving is scheduled.	Complies

5. A 3% construction plan review and inspection fee shall be required for this development. The fee will be based on an engineer's estimate or construction bid. The specific estimate will be submitted to the City for review and approval. The fee will be paid prior to the construction plans being signed and released to the applicant. Under no circumstances will the applicant be allowed to begin construction prior to approval of the construction plans.	Complies
6. Any entrance structures or signs proposed or required for this project will be reviewed and approved by the City. All designs will be in accordance with applicable City codes. The maintenance of the entrance structure will be the responsibility of the homeowners.	None submitted
7. A homeowner's association (HOA) will be required for this development. The applicant will be required to furnish a copy of the CC&Rs for the development to the City for review. Specifically, the applicant will need to make provisions in the CC&Rs for maintenance of the shared stormwater detention and treatment facilities, any storm drainage system or easements outside the City's right of way (if applicable) and the open space tracts.	Complies
8. Building permits shall not be issued until this subdivision is deemed substantially complete and the final plat is recorded and approved by the Planning, Engineering, Building and Fire Departments.	Will Comply
9. The applicant shall remove all temporary erosion prevention and sediment control measures from the site at the end of the two-year warranty period, unless otherwise directed by the Public Works Director.	Will Comply
10. Final plat and final as-built construction drawing submittals shall meet the requirements of the CMC 17.11.060, CMC 17.01.050 and the Camas Design Standards Manual for engineering as-built submittals.	Complies
Planning Department:	
11. Consistent with SEPA mitigation measures, the applicant shall install 4-foot high temporary construction fencing along the rear of lots prior to any earth moving activity. CMC 16.50.210-A	Complies
12. Consistent with SEPA mitigation measures, the applicant shall install a minimum of 4'-high continuous, permanent fencing at the rear of lots prior to final plat approval. CMC 16.50.210-C. Maintenance of this fencing shall be the responsibility of the homeowners association and be included in the CC&Rs.	Complies
13. The applicant shall provide a final landscaping plan for all common areas consistent with preliminary plat, dated June 13, 2006 and approved by staff. The landscape plan shall include type and location of plants, appropriate watering system to assure landscaping success and bonding in the amount of 200% of the engineering cost estimate for installation. Landscaping of common areas shall be installed prior to substantial completion and bonding for said improvements shall be in place at final plat approval.	Complies Bond #754255S
14. The applicant shall transfer ownership of Tracts D, E and F to a homeowners association. The applicant shall transfer ownership of Tracts G through J to a homeowners association or combine the tracts with the abutting property to the south through the boundary line adjustment	Complies

Page 2 of 5

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as required
as required
as required

FP13-01 Page 3 of 5

d. No further short platting or subdividing of any lot or tract created by this subdivision will be permitted once the final plat has been recorded.	Noted as required
e. The Building Department will not issue a final occupancy permit until all subdivision improvements are completed and accepted by the City.	Noted as required
f. The lots in this subdivision are subject to traffic impact fees, school impact fees and park/open space impact fees. Each new dwelling will be subject to the payment of appropriate impact fees at the time of building permit issuance.	Noted as required
g. In the event that any item of archaeological interest is uncovered during the course of a permitted ground disturbing action or activity, all ground disturbing activities shall immediately cease and the applicant shall notify the Public Works Department and OAHP.	Noted as required
h. No grading or earth disturbances including tree removal shall occur within sensitive lands.	Noted as required
i. Residential buildings shall be designed consistent with the recommendations of the geotechnical report dated October 31, 2005, prepared by GeoPacific Engineering, Inc.	Noted as required
j. All tracts within the site shall be owned and maintained by the homeowners association to include fencing along the riparian corridor.	Noted as required
k. Automatic fire sprinkler system designed and installed in accordance with NFPA 13D is required in all new dwellings.	Noted as required
State Environmental Policy Act (SEPA MDNS, File SC01-06-03) Mit [INCLUDED FOR REFERENCE] SEPA comment and appeal period end 2006 with no appeals filed.	•
1. Erosion control measures shall be implemented in accordance with the practices identified in the checklist, and shall be detailed and submitted in an Erosion Control Plan consistent with City requirements. Erosion control measures shall be in place prior to clearing or grading.	Complies
2. Site grading, utility trenching, and foundation work shall be completed during extended periods of relatively dry weather conditions.	Complies
3. Site grading, utility trenching, and foundation work shall not extend beyond the rear setback of the building envelope at lots that are adjacent to the stream buffer.	Complies
4. Fugitive emissions associated with construction must be controlled at the excavation site, during transportation of excavated material, and at any disposal site.	Complies
5. The stream buffer is classified as Type III, as described in the Habitat Assessment Report prepared by the Resource Company on September 6, 2005. In an effort to prevent further deterioration of the condition during development of this site, the applicant should eliminate invasive plant species from the stream corridor and plant native plants to hinder reestablishment of nonnative plants. The vegetation plan shall be approved by the Planning Department and installed prior to final plat.	Complies

FP13-01

6. The applicant shall be required to furnish to the City an approved form of security. The bond is to be in the amount of 200% of the engineer's estimated cost of the landscape plan, including associated labor. The City reserves the right to tap the bond to recover costs associated with enforcing, removing or rectifying any unauthorized dumping, and rehabilitation or replacement of plantings for a period of five years after the build-out of the subdivision.	Complies Security Agreement Receipt #0167132
7. According to the Resource Company, the existing riparian habitat functions "slightly higher than many riparian habitats within the greater Clark County area" (page 8). The stream scored 42 out of a possible 72 points. The applicant shall protect the functions of this stream by decreasing the impact of the development. City of Camas Municipal Code requires temporary and permanent fencing of sensitive areas, and to install permanent signage along the stream corridor.	Complies
8. To help minimize noise impacts to the adjacent residential neighborhoods, equipment shall be properly muffled and construction regarding site improvements shall be confined from 7:00 a.m. to 7:00 p.m., Monday through Friday and 9:00 a.m. to 5:00 pm on Saturdays. No work on Sundays or City defined holidays.	Complies
9. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:	Noted as typographical error
10. No grading or earth disturbances including tree removal shall occur within the stream buffer. A note shall be placed on the final plat reflecting this mitigation measure.	Noted on plat

Final Plat Criteria for Approval (CMC 17.21.060-C)

- 1. That the proposed final plat bears the required certificates and statements of approval;
- 2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate;
- 3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040;
- 4. That the plat is certified as accurate by the land surveyor responsible for the plat;
- 5. That the plat is in substantial conformance with the approved preliminary plat; and
- 6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval.

Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the preliminary plat conditions of approval (file #SUB05-11), and with the applicable state and local regulations.

STAFF RECOMMENDATION

APPROVE the final plat of Hidden Leaf II (file #FP13-01) as submitted.

AGREEMENT BETWEEN

CLARKCOUNTY, Department of Community Services

PO Box 5000, Vancouver, Washington 98666-5000, (360) 397-2130

AND

CITY OF CAMAS

P O Box 1055 Camas, WA98607

Program/Services Being Funded:

Community Center Parking Improvements

Period of Performance:

Upon Signature through September 30, 2013

Contract Period:

Upon Signature through October 31, 2013

Budget Authority:

\$30,000

Funding Source:

Federal - HUD (CFDA #14.218)

Contractor Program Contact	Contractor Fiscal Contact	CountyProgram Contact	CountyFiscal Contact
Jim Hodges	Nicolle Sorensen	Bonnie L. Scott	Rhonda Dimick
(360) 817-1561 ext. 4234	(360) 834-2462 ext. 4426	(360) 397-2130 ext. 7813	(360) 397-2075 ext. 7836
jhodges@ci.camas.wa.us	nsorenson@ci.camas.wa.us	bonnie.scott@clark.wa.gov	rhonda.dimick@clark.wa.gov

This Agreement consists of the following exhibits:

Budget Summary Statement of Work Special Terms and Conditions

ClarkCounty Deputy Prosecuting Attorney

ClarkCounty and the Contractor agree to the terms and conditions of the County's Basic Interagency Agreement and this Agreement by signing below:

FOR CLARKCOUNTY:	FOR THE CONTRACTOR:		
Bill Barron, CountyAdministrator	Signature		
Date:			
APPROVED AS TO FORM:	Title		
711 110 VED 710 1 0 1 W.	Date:		

CDBG BUDGET SUMMARY CITY OF CAMAS **COMMUNITY CENTER PARKING IMPROVEMENTS**

Source
A. Clark County 2011 CDBG
B. City of Camas

Fund Amount

\$30,000 \$28,810

Itemized Cost	Total Cost	A. County CDBG	B. City of Camas		
1. PROJECT COSTS					
A. Purchase Price	56,310	30,000	26,310		
B. Closing & Recording Costs	1,000		1,000		
C. Appraisal and Survey	1,500		1,500		
PROJECT TOTALS	58,810	30,000	28,810		

City of Camas non-federal match is \$2,500

STATEMENT OF WORK CITY OF CAMAS COMMUNITY CENTER PARKING IMPROVEMENTS

PROJECT DESCRIPTION

This project consists of acquisition of a vacant parcel west of the CamasCommunity Center (the Center) to create approximately 18 new parking spaces for citizens using the Center. The property is located at 717 SE Polk Street in Camas, WA98607, across the street from the Center. The approximate area is 9,887 sf. Accessible parking is located adjacent at the Center. The property is graveled and ready for use as a parking lot.

In consideration of the benefits to be derived from this Contract, the County agrees to provide CDBG funds to the Contractor for the project described herein and in the Contractor's proposal and according to the project budget and terms in this Contract. The Contractor shall follow the procedures contained in the current edition of the Clark County CDBG Procedures Manual. In the event the Contractor fails to follow these procedures, the County may treat such as a breach of this Contract which shall be handled according to the Corrective Action section in the Basic Interagency Agreement.

PERIOD OF PERFORMANCE, CONTRACT PERIOD AND EXPENDITURE SCHEDULE

- A. The Contract period begins on the date signed by the County through September 30, 2013.
- B. The Period of Performance begins on the date signed by the County and ends on October 31, 2013. All services must be provided, all CDBG funds shall be expended, and all billable costs incurred within the Period of Performance. Billings shall be submitted in accordance with the schedule in the Payment Procedures section of the Special Terms and Conditions. The Contractor shall have until the final day of the Contract period to submit reports and complete non-billable end of contract activities.

PROJECT BUDGET

The County will provide the Contractor with funds in an amount not to exceed the amount shown on the Agreement face sheet and on the Budget Summary for purposes of completing the project described above. The use of these funds shall be expressly limited to the activities described in this Agreement.

PAYMENT PROVISIONS

- 1. The County will pay the Contractor on a cost reimbursement basis. The Contractor shall submit an invoice, including a quarterly summary of program progress and accomplishments, and other required documentation. The invoice shall include the following:
 - a. A summary of expenses incurred in support of all cost reimbursement statements of work, by statement of work number, and accompanied by general ledger detail. However, the Statement of Work contains details of the specific billable items for this Contract and some of the requirements below may not apply.
 - i. For direct costs, detail will include:
 - Salaries and benefits: name or employee ID number, salary/benefits paid, and dates;

- Other direct costs: vendor names, dates of service and amount.
- ii. For allocated costs, the Contractor shall provide a copy of an allocation method or plan to the County for review and approval by the Department of Community Services Finance Staff prior to the first invoice being reimbursed. Approval will be in writing and copied to both the Contractor and the contract file. The Contractor will submit one of the following documents to meet this requirement:
 - Cost Allocation Plan that defines how direct, shared, and administrative costs are allocated; or
 - A Cost Allocation methodology that defines how direct, shared, and administrative costs are allocated.
- iii. For administrative costs, the Contractor shall comply with federal, state, and local regulations. The basis for administrative changes shall be OMB Circulars A-122 (Cost Principles for Non-Profits) and A-87 (Cost Principles for Local Governments). No administration costs are covered under this Contract.
- b. For services that are also funded by a third party, the Contractor shall provide a detailed cost itemization by cost center and funding source. Detail shall identify which service or work was funded by the County and by other parties.
- 2. Match Requirements. Prior to the County's final payment, the Contractor shall document total match expended. At the conclusion of the project, match shall be equal to or greater than the amount shown on the Budget Summary. The required match may be cash or in kind.
- Time of Payment. The County will make payment to the Contractor as soon as practicable but not more than 15 days after an invoice is received and approved by the Department of Community Services unless other acceptable payment arrangements are agreed to by the County and Contractor.
- 4. The Contractor shall designate one or more representatives who will be legally authorized to sign the Voucher Request Form provided and any other forms that may be required. The names of the liaison and representatives will be specified on the Authorization Signature Form.
- 5. Payment Provisions for Construction Projects where Federal Labor Standards Apply. For construction projects subject to Federal Labor Standards Provisions (Davis-Bacon), the County shall reserve the final 10% of grant funds budgeted on the construction line item (as specified in the Budget Summary) pending the County's receipt of a complete and correct set of certified payrolls from project contractor(s).
- 6. Contract Closeout: The Contractor shall complete the Contract closeout within thirty days of the end of the Contract period.

PROJECT SCHEDULE

CITY OF CAMAS

CAMASCOMMUNITY CENTER PARKING IMPROVEMENTS

The Contractor shall plan and administer the project in accordance with the Project Schedule.

ACTIVITY COMPLETION DATE

Appraisal March - April 2013

Acquisition May - July 2013

Close on Purchase August 2013

Project close out September 2013

SPECIAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT

The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and receives block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations published by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 570. The County and various cities within Clark County have agreed to cooperate in the undertaking of essential community development and housing assistance activities, and the County desires to have services performed by the Contractor as described within this Agreement and the Contractor's proposal for the purpose of implementing eligible activities under the Act and HUD regulations.

ACCESS, MONITORING AND INSPECTIONS

In addition to the monitoring requirements in the County Basic Interagency Agreement, and so that the County can comply with OMB circulars and state and federal grant requirements for monitoring, the County, and duly authorized officials of the State and Federal government, shall have the right of access to and the right to examine or transcribe any records, books, financial statements, papers and documents relating to the project. The records and documents with respect to all matters covered by this Agreement will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this Agreement and during the period of retention specified in these Special Terms and Conditions. This may include contracts and agreements the Contractor has with other entities in fulfillment of this Agreement.

ACCESSIBILITY

All work must conform to the Uniform Federal Accessibility Standards (49 FR 31528) (http://www.access-board.gov/ufas/ufas-html/ufas.htm).

ACQUISITION AND RELOCATION

- A. Any acquisition of real property for any activity assisted under this Agreement which occurs on or after the date of the Contractor's submission of its CDBG application to the County will comply with Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (42 USC, Sections 4601 4655) and the regulations at 24 CFR 42, as provided in 24 CFR 570.606.
- B. Any acquisition, demolition, or conversion to another use of real property assisted under this agreement shall comply with Section 104(d) of the Housing and Community Development Act of 1974 which requires the one-for-one replacement of all occupied or vacant occupiable low/moderate-income dwelling units demolished or converted to a use other than low/moderate-income dwelling units.
- C. Any displacement of persons, businesses, non-profit organizations or farms occurring on or after the date of the Contractor's submission of its CDBG application as the result of acquisition ofreal property assisted under this Agreement will comply with Title II of the Uniform Act and the regulations at 24 CFR 42. The Contractor will comply with the regulations pertaining to costs of relocation and written policies, as specified by 24 CFR 570.606. The Contractor shall notify the County at least 45 days before any acquisition, demolition or conversion of any housing unit when CDBG funds are involved.

ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following requirements and standards:

A. For governmental and public agencies:

- OMB Circular A-87, "Cost Principles for State and Local Governments"
- 24 CFR 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," as modified by 24 CFR 570.502(a)
- OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations"

B. For non-governmental agencies:

- OMB Circular A-122, "Cost Principles for Non-Profit Organizations"
- 24 CFR 84, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," as modified by 24 CFR 570.502(b)
- OMB Circular A-133, "Audits of State and Local Governments and Non-Profit Organizations"

ANTI-LOBBYING

By signing this Agreement the Contractor certifies that, to the best of its knowledge and belief:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions: and
- C. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

COMMENCEMENT OF PROJECT

Upon release of project-related funds by HUD pursuant to 24 CFR Part 58 (NEPA Environmental Review Procedures), the County will furnish the Contractor with written notice to proceed. No work on the project shall occur prior to the Notice to Proceed without prior written approval from the County.

CONFLICT OF INTEREST (24 CFR 570.611)

A. Applicability

- 1. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflictof interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- 2. In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703(i)).
- B. Conflicts prohibited. The general rule is that no persons described in paragraph 1 of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted by these funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity assisted by these funds, or with respect to the proceeds of the activity assisted by these funds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- C. <u>Persons covered</u>. The conflict of interest provisions of paragraph b. of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this Agreement.

CONSTRUCTION DOCUMENTS

- A. The Contractor will submit to the County all project components, including plans, specifications, bid documents, RFPs, RFQs, estimates and change orders, that will be paid with CDBG funds for review and comment at least ten (10) working days prior to requesting bids for construction.
- B. All specifications and drawings will be in conformance with current the engineering and design standards of the jurisdiction where the project is located, and with the general specifications set forth in the Contractor's application for this project. All plans, specifications, and drawings shall be completed, stamped and signed by a licensed professional architect, landscape architect, or engineer.
- C. No plan specification or change order will be used or implemented without prior written approval from the County. Any change in the scope of the project shall require a modification of this Agreement.

- D. The Contractor shall obtain all necessary and appropriate land use permits, zoning approvals, and any other permits and approvals required by local, county, state and federal law.
- E. The Contractor will appropriately bid, award the contract, and contract for construction of the project. The Contractor will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvements generally described in this Agreement.
- F. In the event not all improvements can be made with the project funds, the County, in consultation with the Contractor, shall determine the priority of the improvements to be made.
- G. The Contractor will provide the County with one set of final record documents: the "As-Built" plans, which are stamped, certified, and signed.

CONTRACTOR REGISTRATION

The Contractor shall obtain a DUNS number and keep current DUNS registration, and the Contractor shall register annually with Central Contractor Registration (CCR), in accordance with 2 CFR Part 170.

COPYRIGHT

If this Agreement results in any copyright material, County reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.

DEBARMENT AND SUSPENSION

The Contractor shall comply with subpart C of the OMB guidance in 2 CFR part 180, as supplemented by HUD at 2 CFR 2424, Nonprocurement Debarment and Suspension. The Contractor certify that neither it nor its principals, officers, employees and subcontractor(s) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. That information is available at https://www.sam.gov/.

DOCUMENTS INCORPORATED BY REFERENCE

In addition to the other documents and circulars referenced throughout this Contract, each of the documents listed below are by this reference incorporated into this Contract as though fully set forth herein, including any amendments, modifications or supplements thereto:

- The Basic Interagency Agreement with Clark County
- · Contractor's proposal for CDBG funds
- CDBG Program Policies and Procedures, as now established or hereafter amended
- Current version of HUD income limits
- Environmental review record (ERR) for the project

DUPLICATION OF COSTS

The Contractor certifies that work performed under this Agreement does not duplicate any work to be charged against any other Agreement, Contract, Statement of Work, or other source.

EMPLOYMENT VERIFICATION PROGRAM

The Contractor shall register with the Department of Homeland Security (DHS) E-Verify program prior to starting work under this Contract. The Contractor shall enter into a Memorandum of Understanding (MOU) with the DHS E-Verify program, and submit the MOU to the County. When new employees are hired, the Contractor shall update the information on the E-Verify website, and at the end of the Contract, the Contractor shall submit the written documentation of the authorized employment status of their employees and those of any subcontractor(s) assigned to the Contract. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify.

ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto, and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Agreement does not constitute a waiver of the provisions of this Contract.

ENVIRONMENTAL REVIEW

- B. National Environmental Policy Act and Related Laws and Authorities as Implemented. Clark County has completed an environmental review for the project in accordance with the National Environmental Policy Act (NEPA), as implemented by HUD's Environmental Review Procedures (24 CFR 58). The ERR is made part of this Agreement by reference. The Contractor shall ensure that all activities related to this Agreement (including those that are paid for entirely with local or other funds) including property acquisition, construction, and use of the property/facilities are conducted in accordance with the project scope, as defined in the ERR, and in accordance with the conditions set out in the ERR.
- C. <u>Historical or Cultural Artifacts.</u> In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Contractor or subcontractor shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Washington Department of Archaeology and Historic Preservation at (360) 586-3065.

FAITH-BASED ACTIVITIES

The Contractor shall comply with the requirements of 24 CFR 470.200(j) and shall ensure that funds provided under this Agreement shall not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

FISCAL AUDIT

A. The Contractor is required to comply with Generally Accepted Accounting Principles (GAAP) or Governmental Generally Accepted Accounting Principles (GGAAP) and meet the financial management systems requirements of the contract.

- B. The requirement may be met by submission of semi-annual financial reports based upon the mid-point and end of the Contractor's fiscal year. These reports shall be submitted within forty-five days of the mid-point and end of the Contractor's fiscal year. The financial reports may include:
 - 1. Non-Profit Contractors A Statement of Financial Position and Statement of Activities. A Statement of Changes in Net Assets and the Statement of Cash Flows shall also be provided at mid-point, if available. If not, at the end of the Contractor's fiscal year.
 - 2. For Profit Contractors A Balance Sheet, Income Statement, and Statement of Cash Flows.
 - 3. Public Entities are exempt from the semi-annual financial reporting requirement.
- C. Copies of independent audit reports shall be submitted to the County. Copies of other financial records may be required.
- D. If the Contractor expends \$500,000 or more in federal funds during the fiscal year, an audit report may be required.
 - 1. Non-Profit Contractors and Public Entities The audit report must meet OMB Circular A-133 requirements with assurances of financial record keeping that will enable identification of all federal funds received and expended by the OMB Catalog of Federal Domestic Assistance number. Revised OMB A-133 requires the Contractor to provide the auditor with a schedule of Federal Expenditure for the fiscal year(s) being audited. A-133 Audits for fiscal years that include this Agreement shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
 - 2. For Profit Contractors An independent audit, an independent limited scope audit or other evidence negotiated with and approved by the County that provides positive assurance of meeting GAAP or GGAAP. Independent audits for fiscal years that include this Agreement shall be completed and submitted to the County within nine months from the end of the Contractor's fiscal year unless otherwise approved by the County in writing.
- E. If applicable, the Contractor shall include a Corrective action plan for audit findings and a copy of any Management Letters. Failure to fulfill this requirement may result in corrective action, including withholding payment until the financial information or audit is received.

INSURANCE

A. At the execution of this contract, the Contractor must provide an original ACORD Form with the Commercial General Liability (CGL) Insurer or Business Owners Policy (BOP), or if materials for construction are present, a Builders All Risk Policy, all or either with broker of record, insurance limits(s), renewal dates, deductible less than or equal to \$25,000 unless authorized otherwise by Risk Management), and \$1,000,000 of annually renewing occurrence based coverage. A "Claims Made Policy" is not acceptable. In the case where the underlying insurance policy is expended due to excessive defense and/or indemnity claims, before renewal, the Contractor warrants and guarantees the coverage limit(s), to

include indemnity and defense up to the listed limit, from its own resources regardless of coverage status due to cancellation, reservation of rights, or any other no-coverage-in-force reason. Coverage shall not contain any endorsement(s) excluding nor limiting contractual liability or cross liability.

- B. At the execution of this contract, and assuming vehicles are used in the Contractor's business, an ACORD Form shall be provided with \$1,000,000 in annually renewing occurrence based coverage for all vehicles owned, used, or leased by the Contractor. If vehicles are not used, on letterhead, a letter to Clark County must state the same. This coverage may be added to the above CGL, BOP, or Builders All Risk ACORD Form(s).
- C. At the execution of this contract, Contractor shall provide proof of statutory workman's compensation insurance for all its employees that is acceptable and in compliance with Labor and Industries Workers' Compensation Division in the State of Washington. The Contractor will defend Clark County against any third party subrogation claims from Labor andIndustries as if the injured Contractor employee belonged to Clark County, Washington.
- D. The Contractor shall provide a fidelity insurance policy to protect against employee dishonesty and ensure that every officer, director, or employee who is authorized to act on behalf of the Contractor for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs is covered by fidelity insurance in an amount not less than the Contract total budget authority. The insurance must be secured for the term of the contract and must name the County as "Additional Insured". The certificate shall show the broker of record, insurance limits, renewal dates, and the coverage must include employee theft per loss, employee theft per employee, and theft (disappearance and destruction).
- E. The Contractor shall purchase and maintain fire and extended coverage insurance policies for all structures improved or constructed with funds under this Contract. The fire and extended coverage insurance policies shall be in the amount of 100% of the insurable value of the structure and improvements.
- F. The Contractor shall purchase ALTA title insurance for any property purchase made under this agreement. Title insurance shall name the Contractor and the County, and shall be in an amount not less than the amount of HOME funds provided under this agreement.
- G. The Contractor shall purchase an ALTA Extended Coverage 1970 form (with 1984 amendments) loan policy of title insurance in the amount of the loan. The policy shall name the County as beneficiary.
- H. It is the Contractor's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the Contract and to notify the County of any change in its insurance.
- Additional Insured: The Contractor agrees to endorse Clark County as an "Additional Insured" on the Commercial General Liability Policy (CGL), BOP, or Builders All Risk policies with the following, or similar endorsement providing equal or broader additional insured coverage, the CG2026 07 04 Additional Insured — Designated Person or Organization endorsement; or the CG2010 10 01 Additional Insured — Owners, Contractor,

or Subcontractor or the CG2010 07 04 Contractor or Subcontractor endorsement, including the "additional insured" endorsement of CG2037 10 01 Additional Insured – Owners, Contractor, or Subcontractor – Completed Operations, shall be required to provide back coverage for the Contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard. The Additional Insured Endorsement shall read "Clark County Washington".

- J. All insurers used must have an AM Best's Rating of A-VII or better. The Contractor shall provide its own insurance protection at its own expense for any property (contents or personal property) maintained on the premises. In addition, Contractor shall insure the real property and all fixtures and improvements for its full insurable replacement value against loss or damage by fire and other hazards included within the term "extendedcoverage." All policies and renewals on the real property shall be in a form and with a carrier acceptable to Clark County. Clark County shall be the named insured. The address for all certificates will be written as follows: Clark County Washington, PO Box 5000, Vancouver, WA 98666-5000.
- K. Should the Contractor provide an umbrella or excess coverage for any of the associated coverage(s), they shall be written in a "Follow Form" manner and Clark County Washington shall be listed and endorsed as an additional insured.
- L. Clark County Washington reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage's and/or endorsements, or to reject any insurance policies which fail to meet any one or more of the criteria stated herein. This ability to selectively reject may also include the capacity and or financial position or reputation of the insurer. Should Clark County not receive the ACORD form renewal during the active project, payment to the Contractor may be held up or suspended until coverage with an additional insured endorsement is reestablished.

INTERPRETATION OF CONTRACT

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state statutes and regulations
- Special Terms and Conditions contained in this Agreement
- · Statement of Work in this Agreement
- · Exhibits or attachments indicated in this Agreement
- Contractor's proposal for CDBG funds
- CDBG Program Policies and Procedures, as now established or hereafter amended
- The Basic Interagency Agreement with Clark County
- Current version of HUD income limits
- Any other material incorporated herein by reference

LABOR STANDARDS

The Contractor will require that project construction contractors and subcontractors pay their laborers and mechanics minimum wage rates in accordance with the Davis-Bacon Act (40 USC Sections 3141-3144, 3146, and 3147) and HUD requirements as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are

imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 CFR 5.5.

Washington state law, RCW 39.12, also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wages. The Contractor shall be responsible for the payment of prevailing wages if applicable. The Contractor, by its signature on this agreement, agrees to defend and hold harmless the County from any claims based on alleged failure to pay prevailing wages.

LEAD-BASED PAINT

Housing assisted with CDBG funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and implementing regulations at 24 CFR 35.

NONDISCRIMINATION

- A. General. The Contractor will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, sexual orientation, gender identity, marital status, race, creed, color, national origin, disability, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974 (42 USC Section 5309); Civil Rights Act of 1964, Title VII (42 USC Section 2000e); Civil Rights Act of 1968, Title VIII (Fair Housing Act) (42 USC Sections 3601 3639); Executive Order 11063 (Equal Opportunity in Housing); Executive Order 11246, as amended (Equal Employment Opportunity); Architectural Barriers Act of 1968 (42 USC 4151, et seq.); Americans with Disabilities Act (42 U.S.C. 12101, et seq.); Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity; and Section 3 of the Housing and Urban Development Act of 1968, and 24 CFR 570.601.
- B. Program Benefit. The Contractor will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, sexual orientation, gender identity, national origin, disability, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Architectural Barriers Act of 1968; Americans with Disabilities Act; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended; Federal Register, February 3, 2012, Page 5661, Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity).
- C. <u>Fair Housing</u>. The Contractor will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government (Civil Rights Act of 1968, Title VIII) (Fair Housing Act) (42 USC Sections 3601 3639).
- D. <u>Employment</u>. In all solicitations under this Agreement, the Contractor will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- E. The Contractor will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, marital status, and familial status, except when there is a bona fide occupational limitation. The Contractor will not refuse to hire,

employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246, as amended.)

- F. Contractors and Suppliers. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, sexual orientation, marital status, race, creed, color, national origin, disability, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental disability in any employment in connection with this Agreement unless it can be shown that the particular disability prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, pay rate, and advertisement for employment. (Executive Order 11246 as amended)
- G. <u>Limited English Proficiency</u>. The agency shall take necessary and appropriate actions to assist clients with limited English proficient persons, Executive Order 13166 and the HUD Notice "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons" (Federal Register, January 22, 2007 pages 2731- 2754).

The Contractor shall provide each applicant, participant, and beneficiary of activities funded by the agreement with information to apprise such persons of the protections against discrimination covered by the above Acts, Executive Orders, and regulations. The HUD 928.1 Notice found online at:

http://www.hud.gov/utilities/intercept.cfm?http://www.hud.gov/offices/fheo/promotingfh/928-1.pdf and the Clark County ADA and Section 504 of the Rehabilitation Act of 1973 Notice provide such information.

NONPARTICIPATION IN POLITICAL ACTIVITIES

The Contractor agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, Chapter 15 of Title V, United States Code.

Non-Substitution for Local Funding

The Contractor shall not use funds provided under this Agreement to supplant local, state or other federal funds. The Contractor shall not use these funds to replace funding that would otherwise be made available to the Contractor had this funding not been provided.

OPERATING BUDGET

The Contractor will apply the funds received from the County under this Agreement in accordance with the Budget Summary and the Statement of Work. Requests for budget revisions will be in writing and will specifically state the reasons for the requested increase and, if applicable, a justification for the corresponding decrease in another category.

OPERATION/MAINTENANCE

- A. The Contractor agrees to maintain and operate the project/facility for eligible activities pursuant to HUD regulations. In the event the Contractor fails to so maintain and operate the project, the County may, at its option, take possession of the project and operate and maintain it for any lawful purpose. The subcontracting of any operation and maintenancefunctions is subject to the subcontracting provisions of the Basic Interagency Agreement.
- B. The Contractor shall operate such facilities so as to be open for the use of the general public during all normal hours of operation, and will not charge a fee that would restrict low income persons from using the facility.

PROCUREMENT STANDARDS

The project was funded by the Urban County Policy Board based on the information supplied in the Contractor's CDBG application submitted in response to RFP #612.

In awarding contracts pursuant to this Agreement, the Contractor will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the Contractor will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502, and 24 CFR 86.36 or 24 CFR 84.84, as applicable.

A cost or price analysis shall be made and documented in connection with every procurement action, and shall be submitted to the County for review. Price analysis may be accomplished in various ways, including the comparison of price quotations submitted, market prices, and similar indicia, together with discounts. Cost analysis is the review and evaluation of each element of cost to determine reasonableness, allocability and allowability.

PROGRAM INCOME

The Contractor shall follow the requirements of 24 CFR 92.503 regarding program income. The receipt and expenditure of program income shall be recorded as a part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income remaining when the Agreement expires, or received after the Agreement's expiration, shall be repaid to the County.

Despite the termination or expiration of this Contract, the Contractor shall retain records of program income as long as program income is generated by a CDBG financed activity, subject to state and federal record retention schedules.

PROJECT ADMINISTRATION AND COORDINATION

The Contractor will appoint a liaison who will be responsible for overall administration of block grant funded project(s) and coordination with the County. The Contractor shall notify the County of the name and contact information. The Contractor will also designate one or more representatives who will be legally authorized to sign the Invoice and any other forms which may be required.

The project will be coordinated by Contractor staff and in compliance with 24 CFR 570.502 (Applicability of uniform administrative requirements). The Contractor will perform all necessary and customary functions in the management and supervision of Contractor personnel for all work performed under the Agreement. The Contractor will be responsible for compensation of Contractor staff with Contractor funds for all work performed under this Agreement.

PROMISSORY NOTE AND DEED OF TRUST

The Contractor shall enter into a Promissory Note and Deed of Trust with the County that runs with the land for the repayment of the nointerest loan. The facility must meet one of the national objectives found at 24 CFR 570.208 for up to seven years.

- If the land does not meet one of the national objectives for five years, the total amount of the loan must be immediately repaid to the County.
- If the land meets the national objective for five or more years but less than six years, half the loan will be repaid without proration for the length of time.
- If the land meets the national objective for more than six years but less than seven years, \$7,500 will be repaid without proration for the length of time.
- After seven years of meeting the national objective, the loan will be forgiven with no repayment.

The Promissory Note will impose conditions, including the maintaining of property insurance to full insurable value of the structure, which the County determines are necessary to protect the CDBG funds. The Contractor shall keep the property free and clear of all other charges, liens, or encumbrances impairing the security of the Deed.

PROPERTY MANAGEMENT

The Contractor, as a subgrantee, agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (Use of real property), 24 CFR 85.32 (Equipment), and 24 CFR 85.33 (Supplies).

PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the Contractor should include information identifying the source of funds as the Clark County Community Development Block Grant Program.
- B. During construction projects, the Contractor shall erect a durable and adequately visible sign at the construction site, identifying the source of funds. Sign specifications may be found in the Clark County CDBG Procedures Manual.

RECORDS

In the event the Contractor sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. The Contractor will maintain all records identified in the Required Records section of this Contract, in accordance with 24 CFR 570.506 (Records to be maintained).

REPORTING

A. The Contractor will submit quarterly progress reports. The reports will be due to the County on the 15th day after the end of the quarter, starting with the quarter in which the Contract was signed. The dates are:

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1st Quarter – January, February, March - due on April 15th
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2nd Quarter - April, May, June - due on July 15th

3rd Quarter - July, August, September - due on October 15th

4th Quarter - October, November, December - due on January 15th

- B. The Contractor will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.
- C. In addition to the records referred to in the Records Section of this Contract, the Contractor will maintain records of the hours worked and rates of compensation for all personnel performing work under this Contract. These records will be kept for a period of seven years from the date of the submission of the final performance report under this Contract.
- D. The Contractor will provide documentation to the County at project completion showing that the sources and value of its contribution to the project are equal to those specified in the Budget Summary in the Statement of Work.
- E. The Contractor will perform all necessary and appropriate community information activities as directed by the County.

REQUIRED RECORDS

- A. <u>Financial Management</u> Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. <u>Citizen Participation</u> Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. <u>Compensation Paid</u> Records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- D. <u>Property Acquisition</u> If the project involves property acquisition, the Contractor's files must contain the following records:
 - 1. <u>Official Determination to Acquire</u> A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - 2. Notice of Intent to Acquire the Property A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - 3. <u>Invitation to Accompany Appraiser</u> Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - 4. <u>Appraisal Reports</u> A copy of each appraisal report, on which determination of just compensation was based.

- 5. <u>Review Appraisal</u> Arrange for a review appraisal to assure appraisal meets applicable standards.
- 6. <u>Determination of Just Compensation</u> A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
- 7. <u>Purchase Offer</u> A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner.
- 8. <u>Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers</u> A copy of each such document and any similar or related document utilized in conveyance.
- 9. Settlement Cost Reporting Statement A copy of the statement.
- 10. Purchase Price Receipt Evidence of owner receipt of purchase price payment.
- 11. Ninety Days Notice to Surrender Possession of Premises A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management files.
- 12. As provided in 24 CFR 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 CFR 42 apply to all real property acquisition by a grantee for an assisted program activity, regardless of the source of funding for the acquisition itself.
- E. Miscellaneous Such other records as may be required by the County and/or HUD.

RETENTION OF RECORDS

Required records will be retained for at least a period of seven years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for the minimum period or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Any record with a longer retention schedule for purposes of public records disclosure under RCW 42.17.
- D. Records for any displaced person will be retained for four years after such person has received final payment.
- E. Records pertaining to each real property acquisition will be retained for four years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with #3 above, whichever is later.
- F. Records of the hours worked and rates of compensation shall be kept for a period of four years from the date of the submission of the final performance report under this Agreement.

REVERSION OF ASSETS

Upon expiration of this Agreement, the Contractor shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the

Contractor's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- Used to meet one of the national objectives in 24 CFR 570.208, until five years after expiration of the Agreement, or for a longer period of time as determined appropriate by the grant recipient; or
- Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

SECTION 3 - ECONOMIC OPPORTUNITIES

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701 (hereafter "Section 3"), and the implementing regulations at 24 CFR 135 (Economic Opportunities For Low- And Very Low-Income Persons). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUDassisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. As evidenced by its execution of this Contract, the Contractor certifies that it is under no contractual obligation or other impediment that would prevent it from complying with the Part 135regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice should contain: (1) the number of jobs and the job titles subject to hire, (2) availability of apprenticeship and training positions and qualifications for each; (3) the name and location of the person(s) taking applications for each of the positions; and (4) the anticipated date the work shall begin.
- D. The Contractor agrees to require this Section 3 clause in every subcontract subject to compliance with 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that a subcontractor is in violation of 24 CFR 135. The Contractor shall not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in to be in violation of 24 CFR 135.
- E. By its signature to this Contract, the Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.

F. Noncompliance with 24 CFR 135may result in sanctions, termination of this Contract, and debarment or suspension from future HUD-assisted contracts.

<u>TERMINATION</u>

- A. Termination of this Contract shall follow the provisions of the Basic Interagency Agreement unless the termination occurs for convenience in which case the procedure below shall be followed
- B. If the County receives fewer funds than anticipated from the funding sources for this Contract, the County will allocate the reduction proportionately among the contractors.
- C. Disposition of Grant Funds upon Termination. Upon termination of this Contract any unexpended balance of Contract funds will remain with the County. If termination occurs for cause, the Contractor shall immediately and without notice of presentment return to the County all funds that were expended in violation of the terms of this Contract.
- D. Termination for Convenience. Except as otherwise provided in this Contract, the County may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, the County shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

ORDINANCE NO. 2673

AN ORDINANCE granting to Sawtooth Technologies, LLC.

the right and franchise to construct, maintain, and operate a fiber optic network, and related appurtenances, for the transmission of broadband Internet services, over, under, and across certain real property; and specifying the limitations and conditions of such franchise.

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

Section I

GRANT OF FRANCHISE

The City of Camas, a municipal corporation and non-charter code city in the State of Washington, 616 NE 4th Avenue, P. O. Box 1055, Camas, Washington 98607 (hereinafter referred to as "City") hereby grants to Sawtooth Technologies, LLC., P. O. Box 857, Stevenson, WA 98648 (hereinafter referred to as "Grantee"), the right, privilege, and franchise to construct, maintain, and operate a fiber optic network and related appurtenances for the transmission of broadband Internet services, over, under, and across the City's real property, as described in Exhibit A attached hereto (hereinafter referred to as "Franchise").

The Franchise herein granted shall be deemed non-exclusive, and shall continue and endure throughout the term of this ordinance so long as the Grantee is in compliance with all the terms of this ordinance and all applicable laws and regulations of the federal, state and local governments.

Section II

TERM

This Franchise and the rights granted hereunder to Grantee in this ordinance shall extend and endure for a term of twenty-five (25) years from the effective date of this ordinance unless terminated sooner by the City as hereinafter provided.

Section III

CONSTRUCTION AND MAINTENANCE

All work done by Grantee in connection with the construction, operation, and maintenance of said fiber optic network shall be performed to the satisfaction and subject to the supervision of the city public works director or other duly constituted representative of the City.

Grantee shall not cause any permanent injury to the streets of the City or to the City's utilities located therein, nor shall Grantee in any manner unreasonably disturb or interfere with any water, gas or sewer lines or other conduits now or hereafter laid by the City or any authorized company or corporation in said streets.

Except as to emergency repairs, Grantee shall, prior to installing, repairing or relocating any pipe, main, conduit, or service line, file with the Public Works Department, or such other person designated by the City, plans and specifications thereof showing the work to be done, the location

and nature of the installation to be made, repaired or maintained, and a schedule showing the time of beginning and completion, and shall secure the approval of the City before proceeding with any such work, and shall obtain all necessary permits prior to proceeding with such work. Any subsequent changes in the plans, specifications, or schedules shall require the approval of the City.

Section IV

REPAIR

The Grantee shall, at its own cost and expense, promptly repair all streets and other public places in any way disturbed by the Grantee, its agents, employees, or contractors, and shall restore the same to as good a condition as the same were prior to doing any work therein. Whenever Grantee's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway, Grantee shall design and install a 0.12 foot depth asphalt pavement overlay over the entire roadway where Grantee has cut trenches into the improved roadway.

Section V

RELOCATION

Nothing in this Ordinance shall be deemed or construed to limit the power of the proper authorities of the City of Camas to prosecute and maintain public or local improvements. Whenever in the prosecution or maintenance of such improvements it becomes necessary or convenient to remove, readjust, relocate, or change the location of Grantee's fiber optic cable and appurtenances thereto, the same shall be done by and at the sole expense of the Grantee. Grantees shall remove, readjust, relocate or change location of Grantee's fiber optic cable within 90 days of written notification from the City unless otherwise agreed to by City. In the event Grantee fails to do so, then City may, at Grantee's sole expense, have the fiber optic cable relocated by City's contractor. In such event, Grantee shall pay the cost of relocation within 30 days of submission of an invoice by City.

Section VI

INDEMNIFICATION

The Grantee shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys fees, arising out of or in connection with activities or operations performed by the Grantee or on the Grantee's behalf pursuant to this Franchise, except for injuries and damages caused by the sole negligence of the City.

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

Section VII

INSURANCE

Grantee shall procure and maintain, for the duration of the Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Grantee's behalf with the issuance of this Franchise.

Grantee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Grantee shall obtain insurance of the type described below:

- Commercial General Liability insurance shall be written on Insurance Services Office
 (ISO) occurrence form CG 00 01 and shall cover operations, independent contractors,
 products-completed operations, stop gap liability, personal injury and advertising injury,
 and liability assumed under an insured contract. The City shall be named as an insured
 under the Grantee's Commercial General Liability insurance policy.
- Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- 3. Excess or Umbrella Liability insurance shall be at least as broad in coverage scope, as the Grantee's Commercial General Liability and Automobile Liability insurance.

B. Minimum Amounts of Insurance

Applicant shall maintain the following insurance limits:

- 1. <u>Commercial General Liability</u> insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- 2. <u>Automobile Liability</u> insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 3. Excess or Umbrella Liability insurance shall be written with limits not less than \$5,000,000 per occurrence and aggregate. This minimum amount requirement may be satisfied instead through the Grantee's Commercial General Liability and Automobile Liability insurance, or any combination of Commercial General, Automobile Liability, and/or Umbrella.

C. Other Insurance Provision

The Grantee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-

insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Grantee shall furnish the City with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Applicant before issuance of the Permit.

F. Notice of Cancellation

The Grantee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

Failure on the part of the Applicant to maintain the insurance as required shall constitute a material breach of the permit or agreement, upon which the City may, after giving five business days notice to the Grantee to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

Section VIII

NON-EXCLUSIVE FRANCHISE

Nothing in this ordinance shall be construed as granting an exclusive franchise or privilege for the use of the City's property as described in Exhibit A, provided however, that any grantee of similar rights and privileges shall not in the exercise thereof unreasonably interfere with the exercise of the rights and privileges hereunder granted.

Section IX

ACCEPTANCE OF FRANCHISE

Grantee shall forfeit and shall be deemed to have forfeited and abandoned all rights, privileges and authority hereby conferred, unless within thirty (30) days after the effective date of this ordinance, it shall file in the office of the City Clerk written acceptance of the rights and privileges conferred hereby, which acceptance shall contain an express understanding by the Grantee, for itself and its successors and assigns, to faithfully comply with and abide and be bound by the terms of this Franchise and all of the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of, or imposed upon it or them by this Franchise and the Camas Municipal Code.

TERMINATION

Section X

In case of the failure on the part of the Grantee to comply with any of the provisions of this ordinance, or if Grantee does or causes to be done any act or thing prohibited by or in violation of the terms of this ordinance, the City may declare a forfeiture of all rights and privileges granted by this ordinance and all rights thereunder shall cease; provided however, that such forfeiture shall not occur or take effect until the City serves by certified mail, return receipt requested, a written notice upon the local manager of Grantee setting forth clearly and in detail the failure or violation complained of, and Grantee shall thereafter have thirty (30) days from the date of mailing said notice in which to comply with the conditions of this right and privilege. If such failure or violation continues beyond said thirty (30) days, then the City may terminate this right and privilege by ordinance.

Section XI

REMEDIES

In addition to other remedies provided herein, the City reserves and shall have the right to pursue any remedy to compel or enforce the Grantee and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture for any reasons herein stated, after giving the notice required hereby, nor shall the delay of the City in declaring a forfeiture preclude it from thereafter doing so.

Section XII

ASSIGNMENT

This franchise and the rights herein granted may be assigned only with the consent of the City, but no such assignment shall be of any force or effect until a copy thereof, certified as such by the property officials of the Grantee, shall have been filed in the office of the City Clerk, nor until the City Council of the City shall have consented to such assignment. Any such successor or assignee of the Grantee must file with the City Clerk written acceptance of the rights and privileges conferred hereby and such successor's or assignee's agreement to fully comply with and abide by and be bound by the terms of this ordinance and all the requirements hereof, and to faithfully and timely keep and perform each and every term, covenant, agreement, obligation and condition required of or imposed upon the Grantee hereunder.

Section XIII

FEDERAL INTEREST

Federal Interest. Grantee will be using funds under a Federal Grant under the Broadband Technology Opportunities Program ("BTOP") to finance the construction of fiber optic broadband facilities and equipment under this franchise. Pursuant to BTOP, Grantee holds its interest in the franchise and the broadband facilities and equipment as trustee for the Federal Agency administering that program, specifically, the National Telecommunications and Information Administration ("NTIA"). BTOP requires participants in that program to file a Covenant of Purpose, Use and Ownership (the "Federal Covenant") with the County Auditor where the property is located. The Federal Covenant requires that the Grantee's interest in the franchise or in the broadband facilities or equipment located on or in the property that is subject to the franchise, not be sold during the useful life of those items without the prior consent of

NTIA. In light of the foregoing, the parties hereto agree as follows:

- (a) Grantee may file a Federal Covenant pertaining to the franchise in a form substantially to that attached hereto.
- (b) Any provisions of this franchise that conflict with the rules and regulations under BTOP are made subject to the provisions of those rules and regulations.
- (c) Notwithstanding the provisions contained in Section XII hereinabove, Grantee may assign its interest in this franchise to NTIA if required to do so under the rules and regulations of BTOP.

Section XIV

COMPENSATION

As compensation for the franchise granted by this ordinance, Grantee shall pay to the City a one time franchise fee of \$1,000.00. Said franchise fee shall be payable within 30 days of adoption of this Ordinance by City.

The Grantee shall also be required to pay all license fees and taxes which it may be required to pay by any other ordinance now in effect or hereinafter enacted, including a business or occupation tax or public utility tax on persons engaged in the business carried on by Grantee.

Section XV

PUBLICATION EXPENSE

In addition to the annual license fee, Grantee shall reimburse the City for the cost of publication of this ordinance.

Section XVI

EFFECTIVE DATE

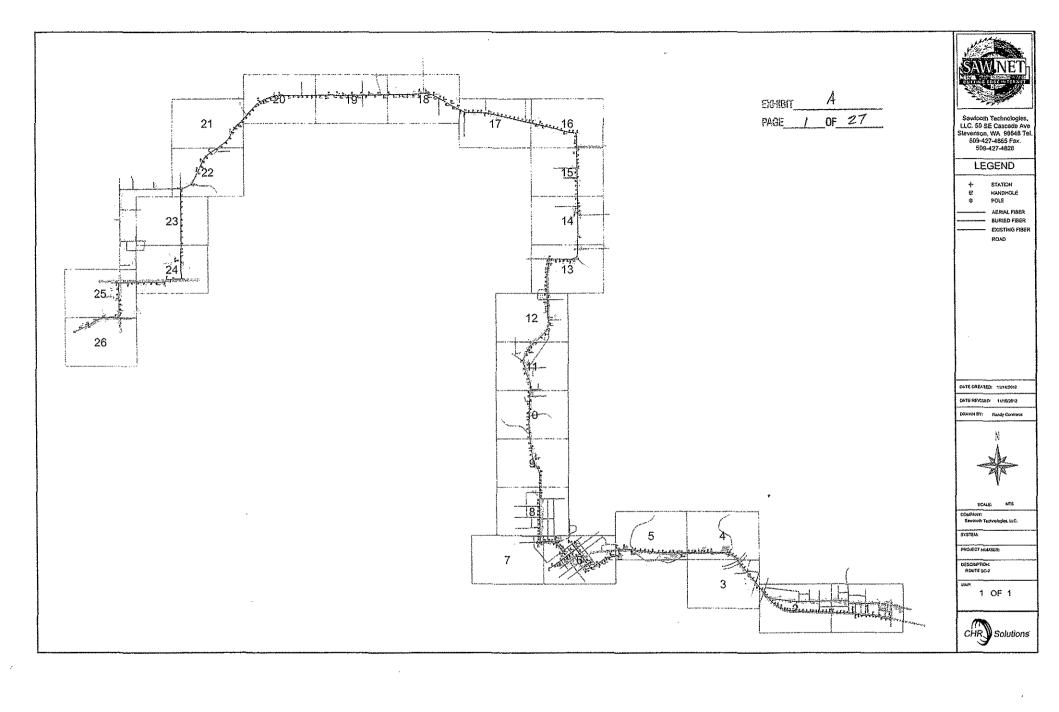
This ordinance shall take effect and be in force five (5) days from and after its passage and publication and after acceptance by the Grantee as above required.

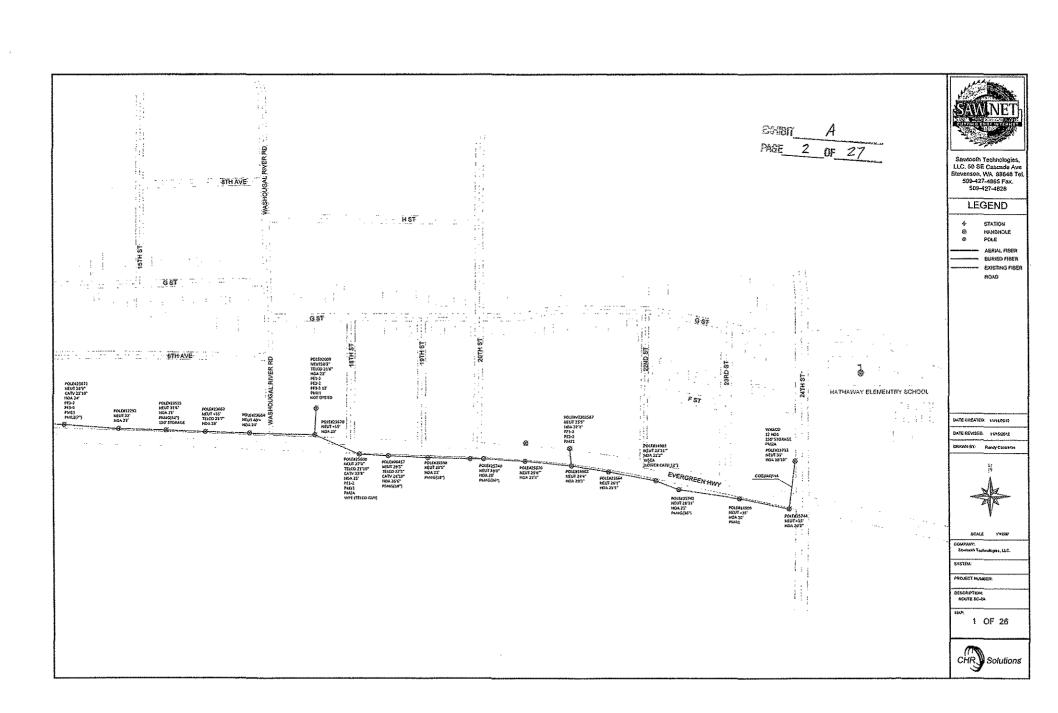
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SIGNED:		
ATTEST:Clerk	APPROVED as to form:	
	City Attorney	

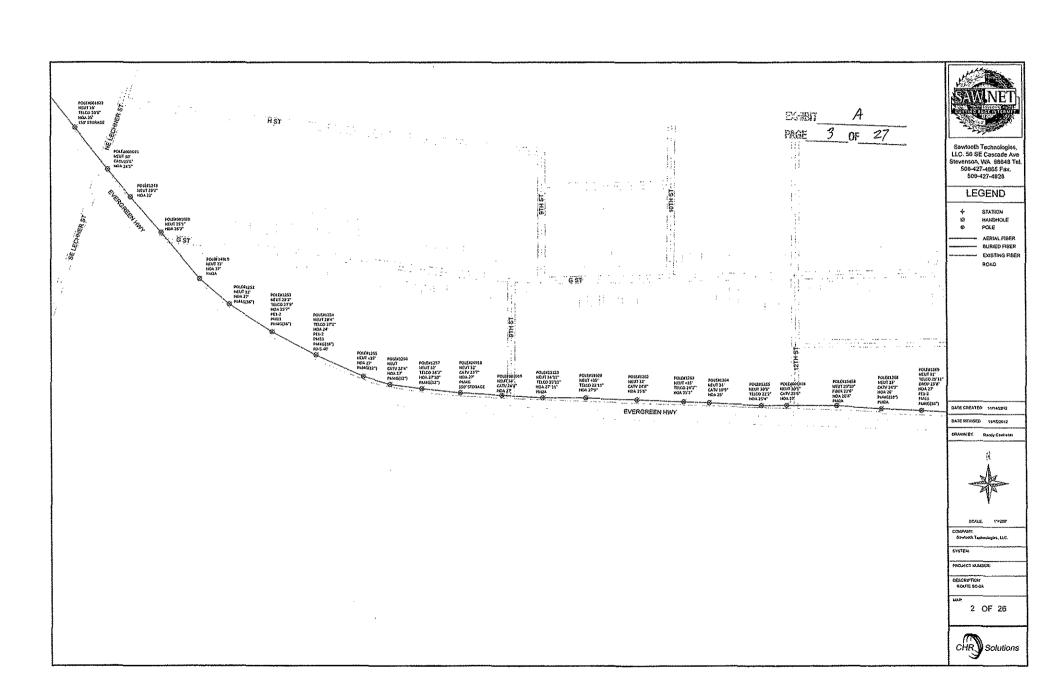
EXHIBIT A

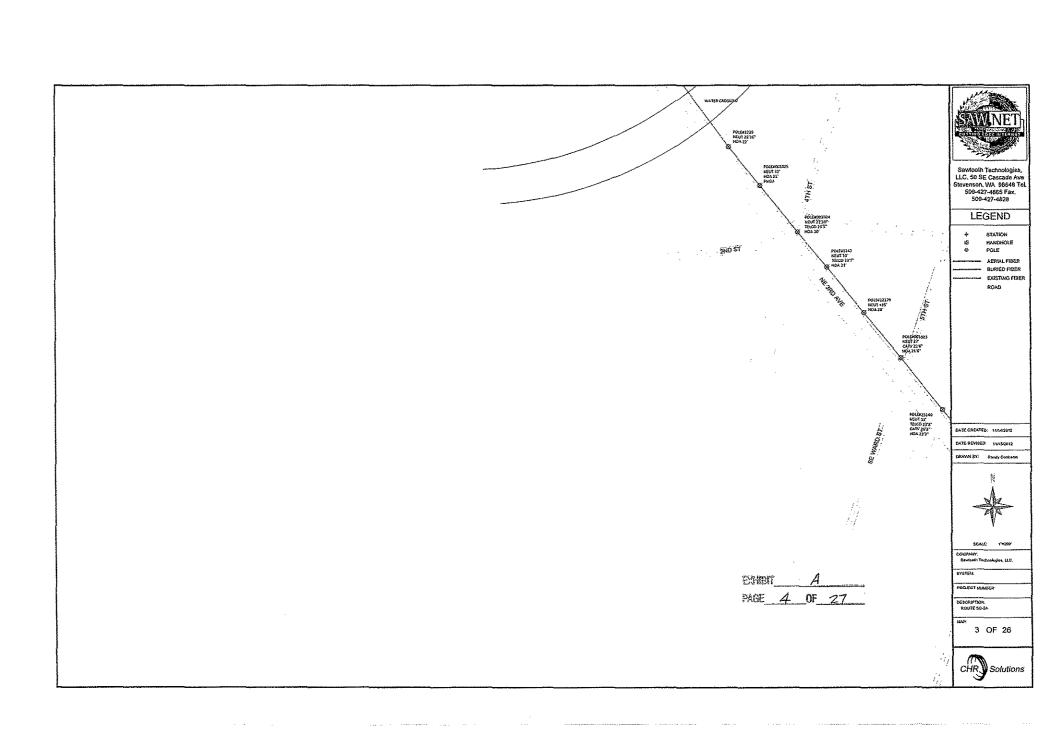
Description of Fiber Optic Network Sawtooth Technologies, LLC.

See attached maps/drawings.

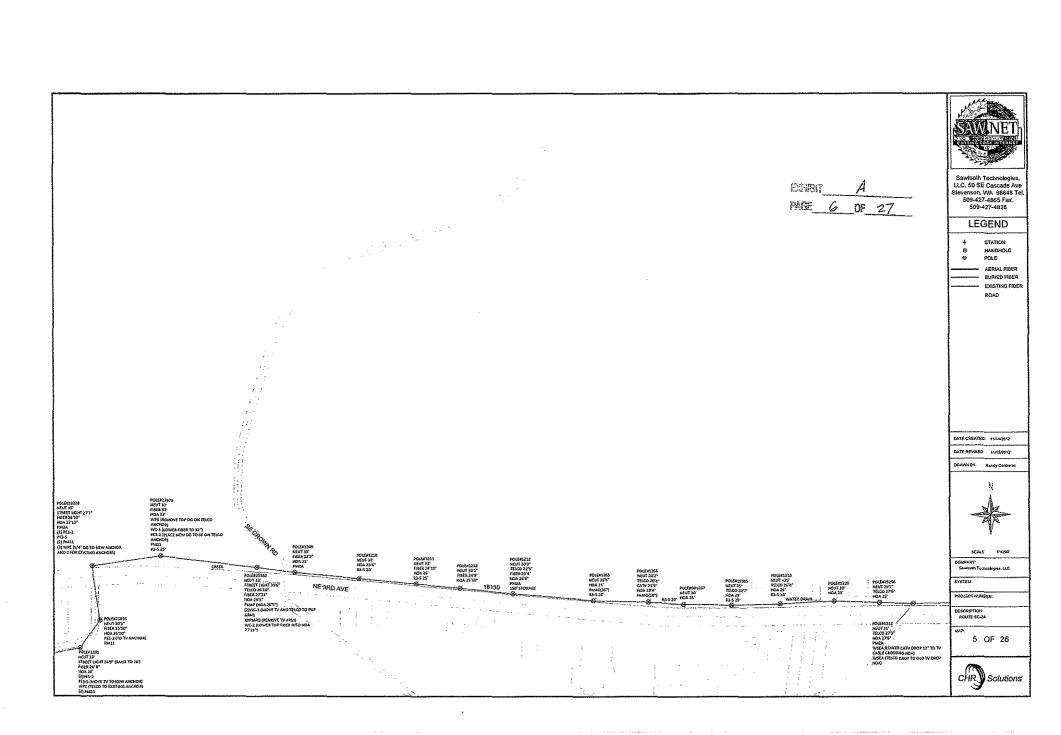


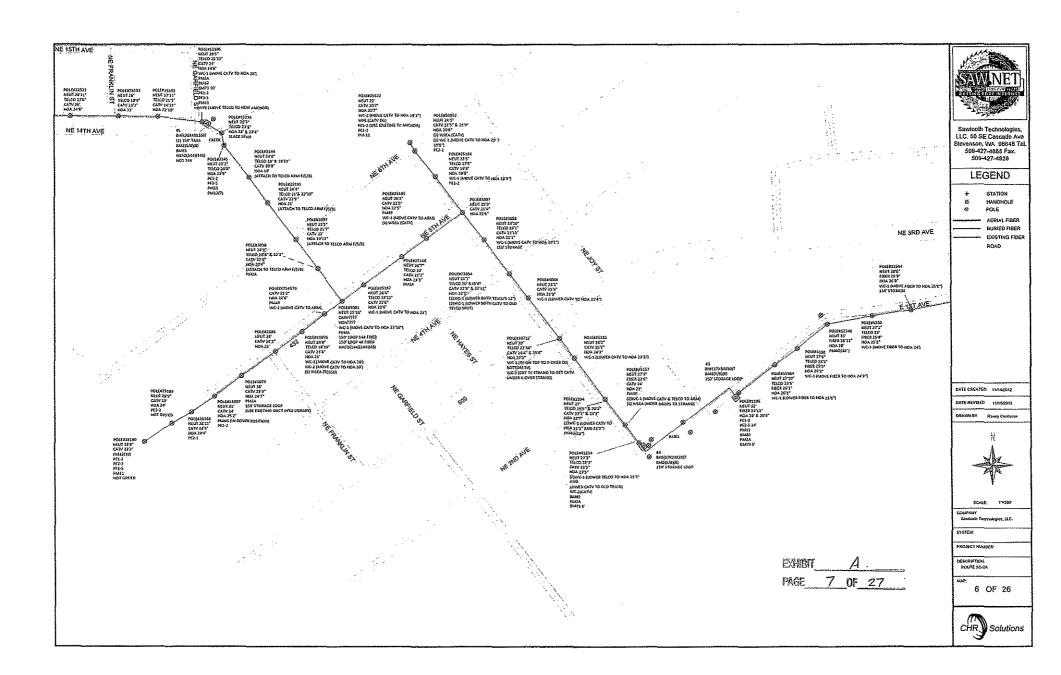




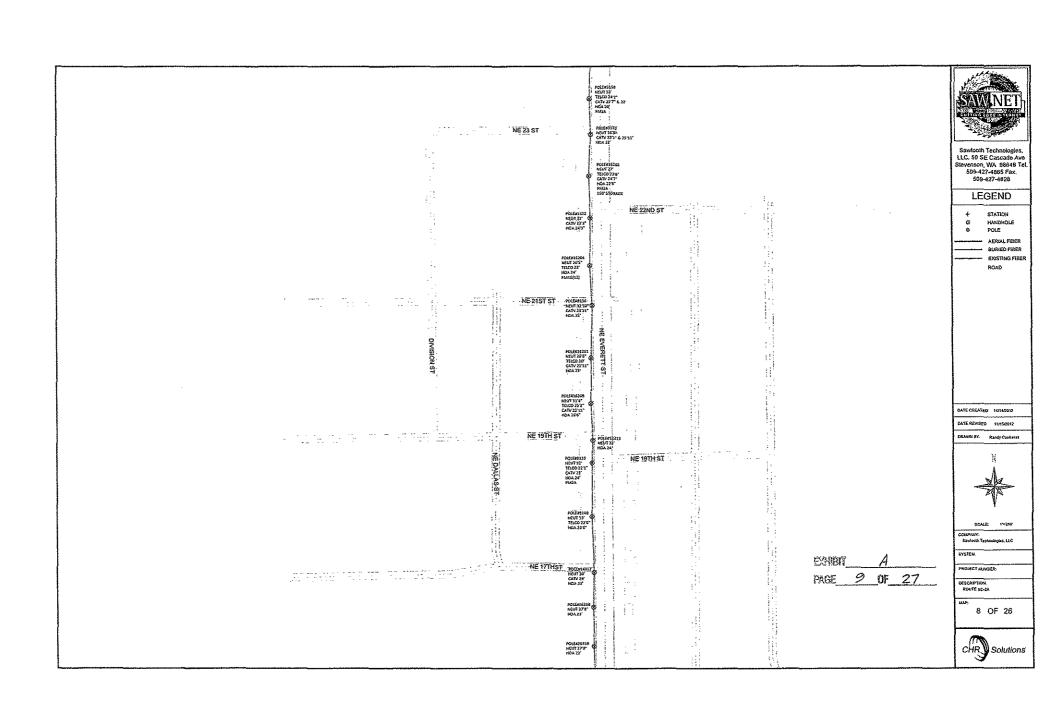


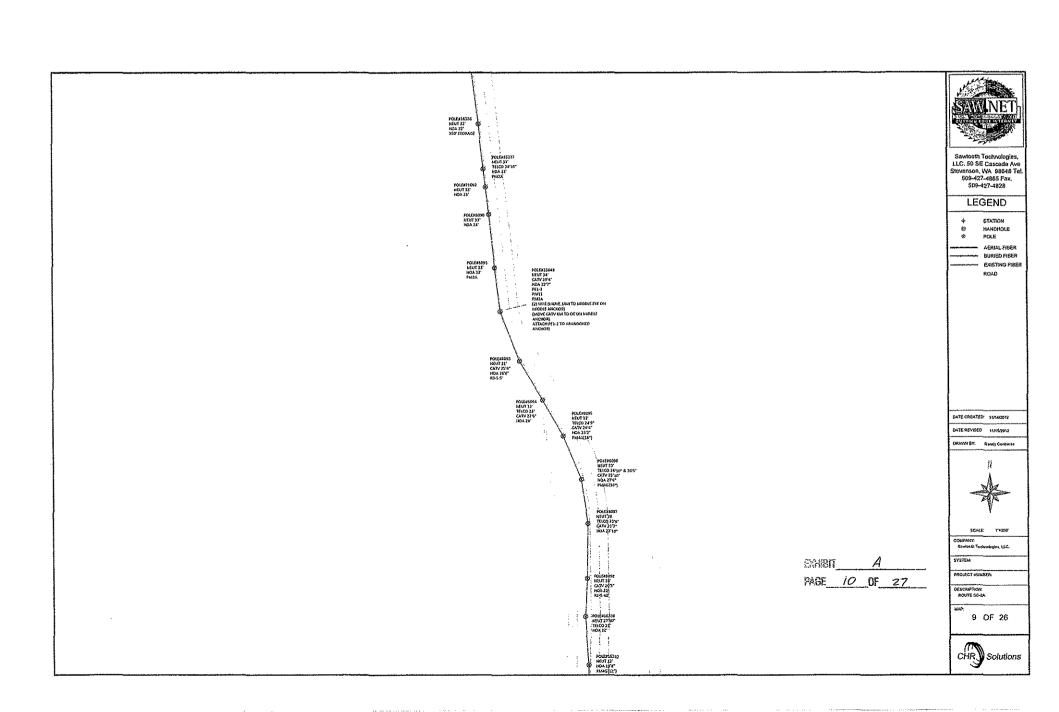
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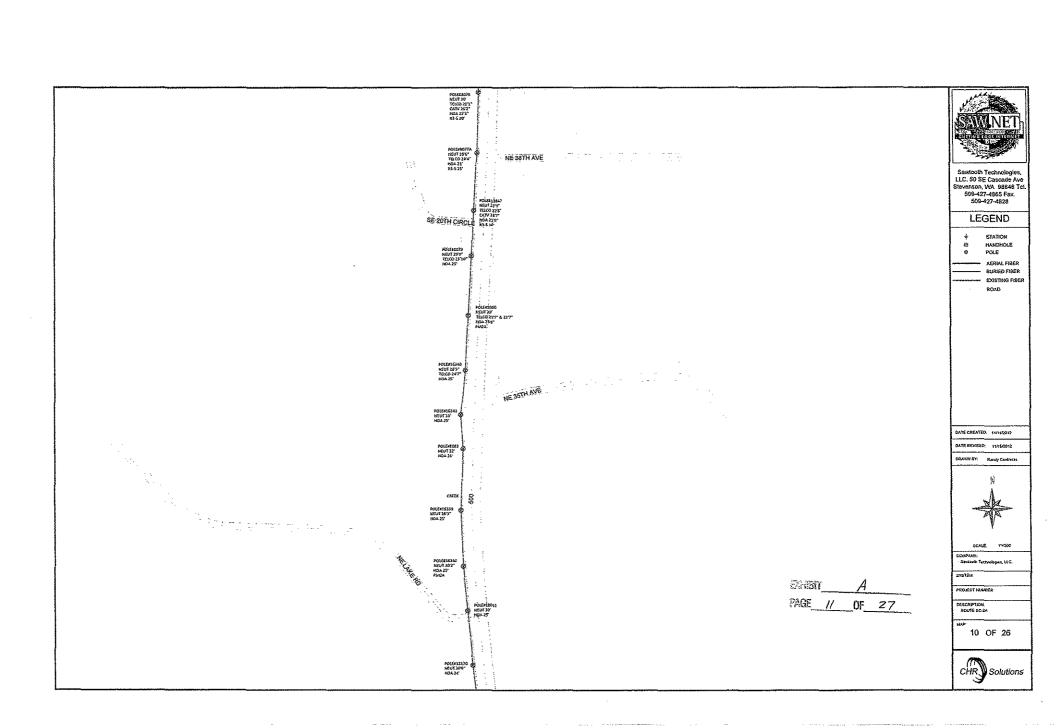


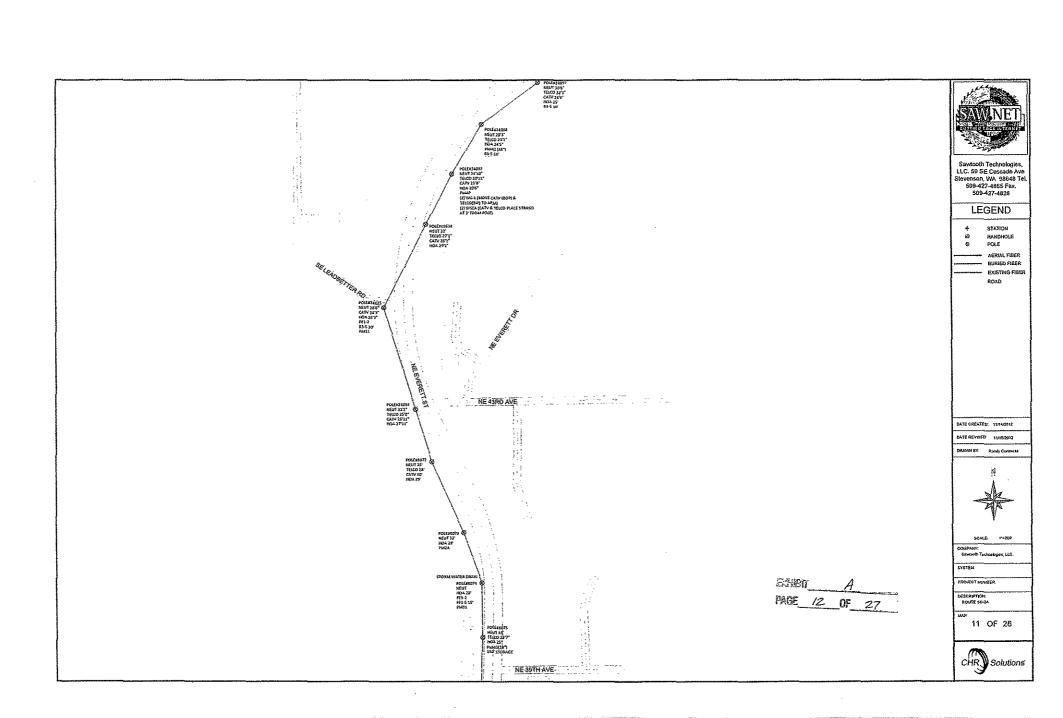


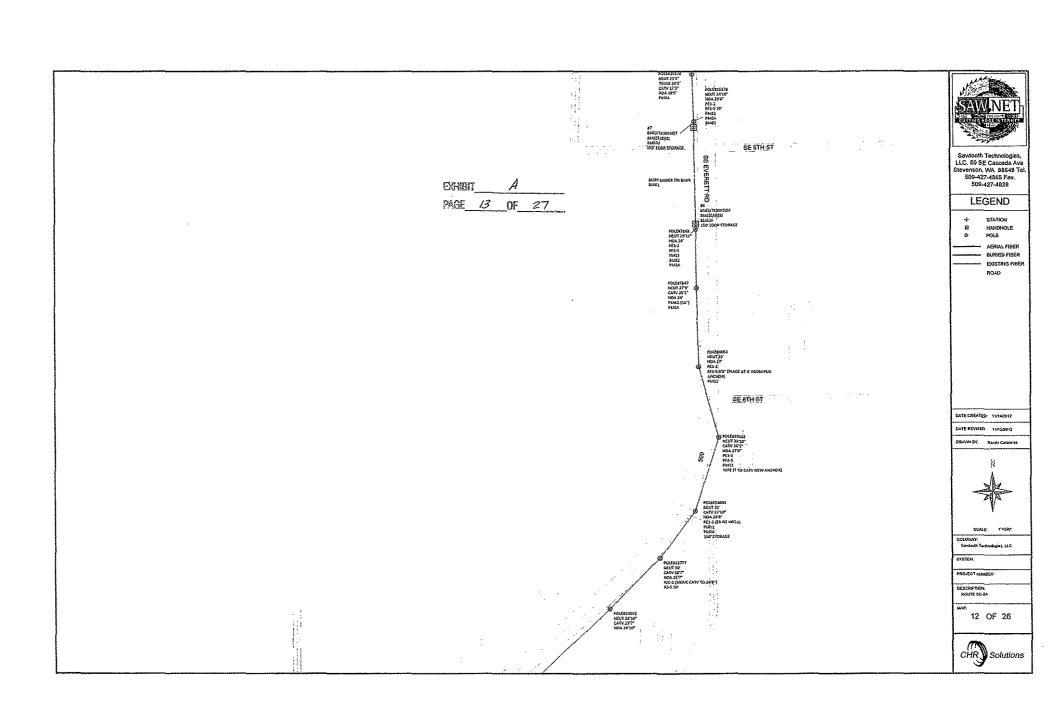
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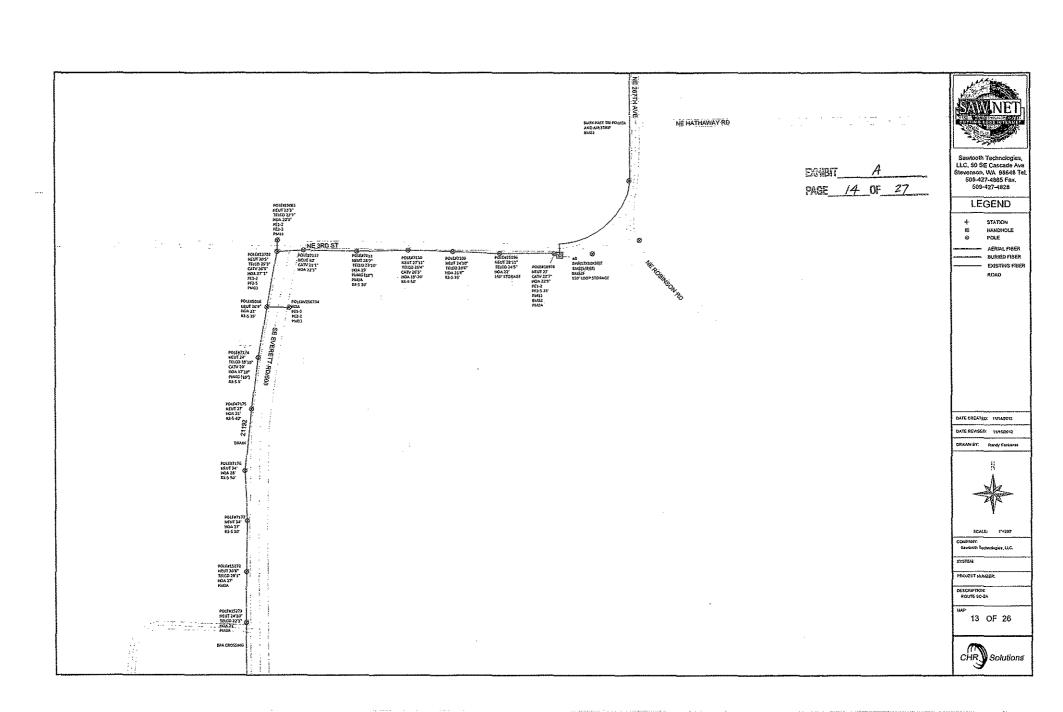












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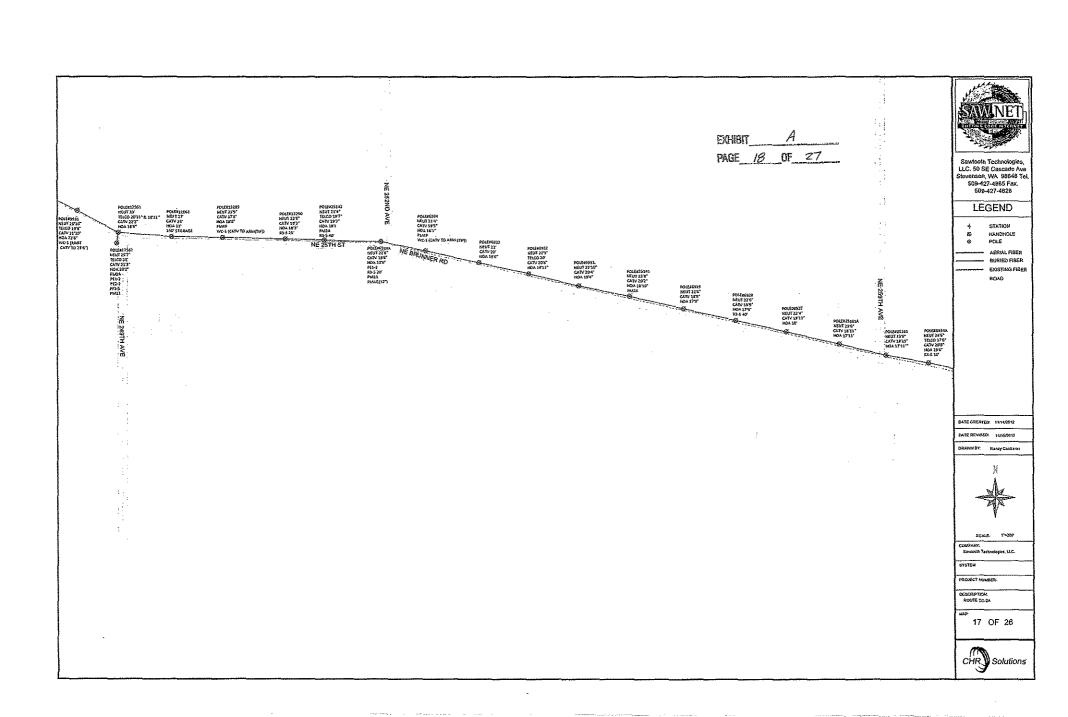




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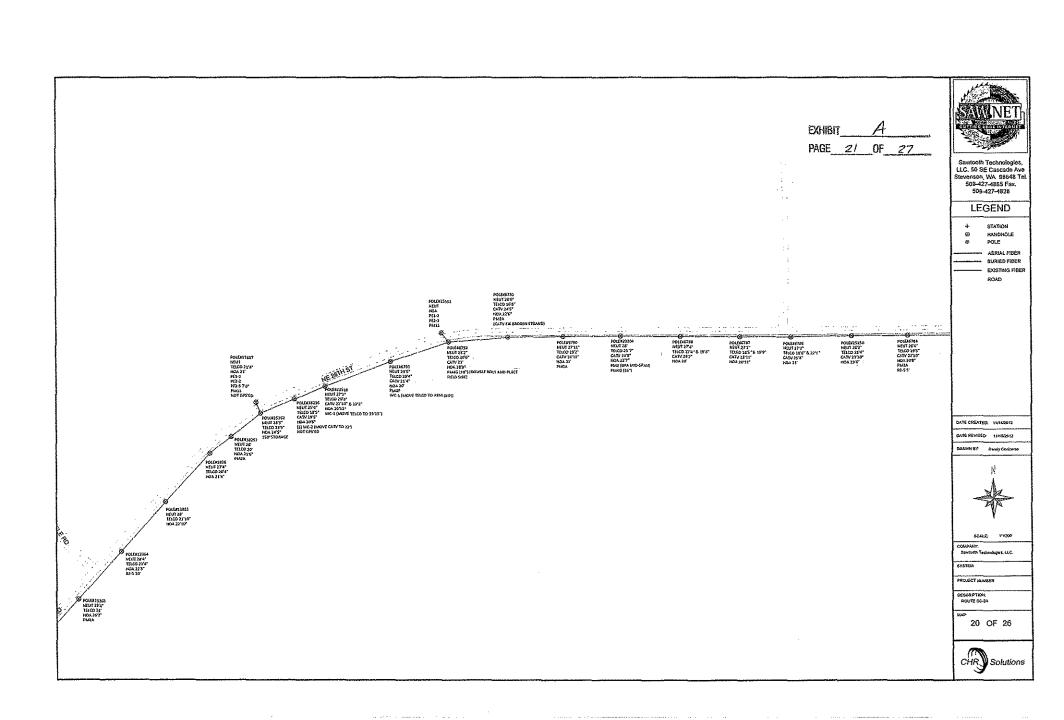
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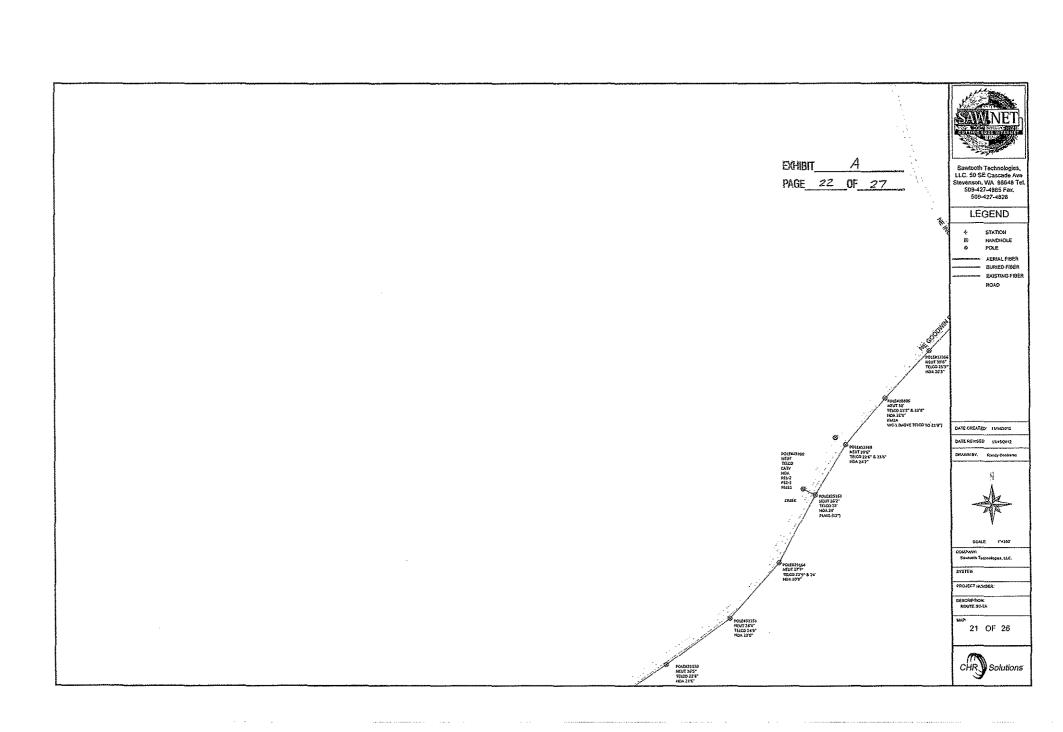
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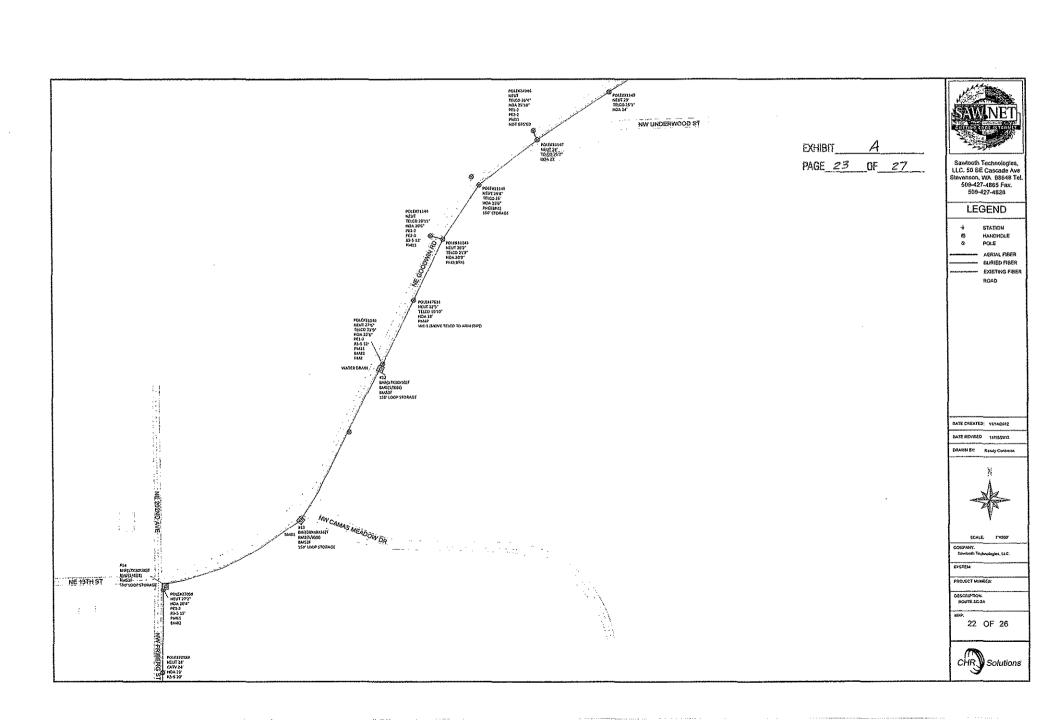


EXHIBIT PAGE 24 OF 27 Sawtooth Technologies, LLC. 50 SE Cascade Ave Stevenson, WA 98648 Tel. 509-427-4865 Fax. 509-427-4828 LEGEND HANDHOLE POLE AERIAL FIBER - BURIED FIBER EXISTING FIRES ROAD DATE CREATED; 11/14/2012 DAYEREVISED, 11/15/2012 DRAWN BY. Randy Contrates POLESPESS HEUT 27 CATV 23'5' HOLESPESS SYSTEM PROJECT NAMEER: DESCRIPTION: ROUTE SC-2A 23 OF 26 CHR Solutions





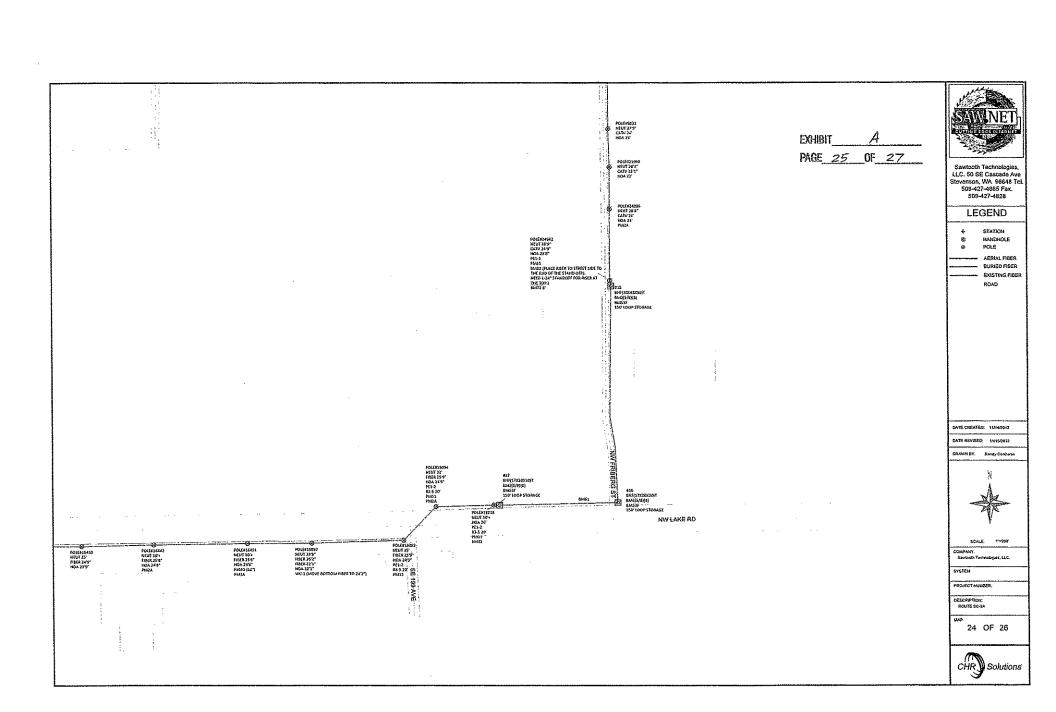
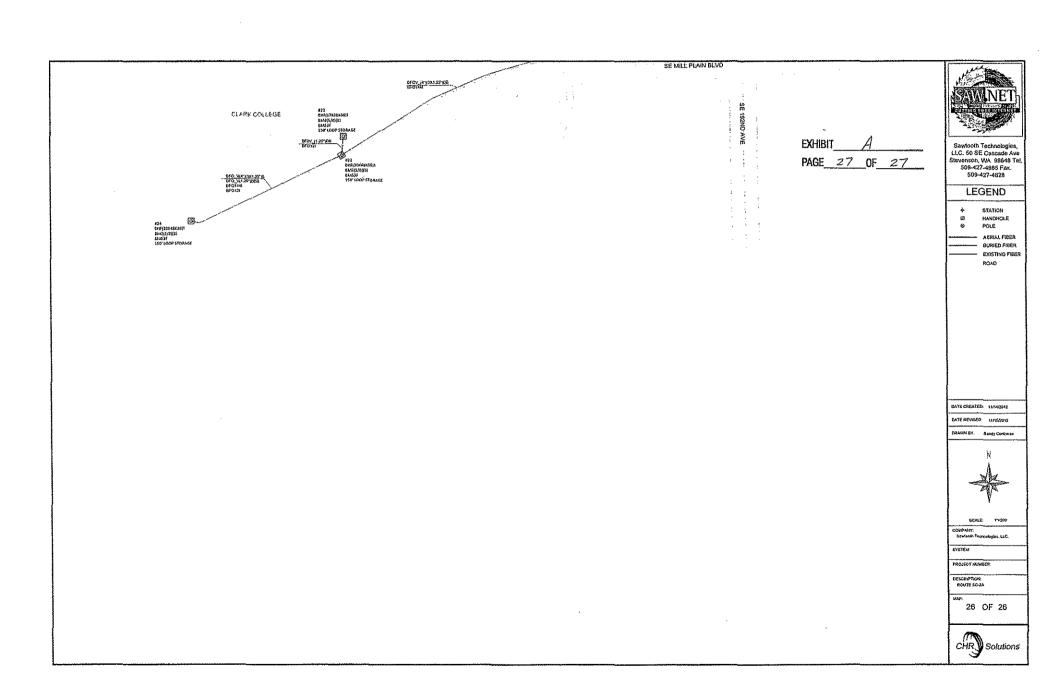


EXHIBIT PAGE 26 OF 27 Sawtooth Technologies, LLC. 50 SE Cascade Ava Stevenson, WA 98648 Tel. 509-427-4865 Fax. 509-427-4828 LEGEND STATION SE 1ST ST HANDHOLE POLE POLI#35434 NEUT 34* NEER 24'2* HOA 25'7" Polépisos History 1868 13 1804 14 Pil-2 Pagi Land Pagi Pagi Pagi AERIAL FIBER BURIED FIBER EXISTING FIBER ROAD POLEE1930 MEUT 40'-FRER 25'3' HOA 7E'3" FM7A DAYE CREATED: 51/14/2012 SE 3RD ST SYSTEM PROJECT HUNGER, DESCRIPTION ROUTE SC-2A 25 OF 26 CHR Solutions



RESOLUTION NO. 1269

A RESOLUTION creating the positions of Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, and Lead Police Records Clerk, adopting job descriptions for the positions, and establishing a salary scale for the positions.

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

Section I

There is hereby created in the Police Department three new positions entitled Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, and Lead Police Records Clerk. Such positions shall be under the supervision of the Police Chief and shall be responsible for the duties outlined in the job descriptions attached as Exhibit A, as may be revised from time to time.

Section II

The salary scale for the positions of Police Records Clerk/Dispatcher I, Police Records Clerk/Dispatcher II, and Lead Police Records Clerk shall be as set forth in Exhibit B attached hereto.

Section III

This Resolution shall become effective April 1, 2013.

ADOPTED by the Council of the	e City of Camas at a regular meeting this day of April,
2013.	
	SIGNED:
	Mayor
	ATTEST:
	Clerk
APPROVED as to form:	
	_
City Attorney	. ·

Union Status: Represented April, 2013

POLICE RECORDS CLERK/DISPATCHER I POLICE RECORDS CLERK/DISPATCHER II

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

JOB OBJECTIVES

Under supervision, perform a variety of administrative and clerical support functions within the police department including record keeping, emergency dispatching, data entry, file maintenance, answering phones and responding to the general public, direct telephone calls, serve as the first point of contact for citizens seeking services or information and to perform a variety of clerical tasks.

DISTINGUISHING CHARACTERISTICS

POLICE RECORDS CLERK/DISPATCHER I - This is the entry level class in the police records clerk/dispatcher series. This class is distinguished from the Police Records Clerk/Dispatcher II by the performance of the more routine tasks and duties assigned to positions within the series. Examples include routine record keeping, filing, data entry, receptionist duties, answering telephones and limited dispatching of emergency calls. Since this class is typically used as a training class, employees may have only limited or no directly related work experience. Advancement to the "II" level is based on demonstrated proficiency in performing the assigned functions, and is at the discretion of higher level supervisory or management staff.

POLICE RECORDS CLERK/DISPATCHER II - This is the full journey level class within the police records clerk/dispatcher series. Employees within this class are distinguished from the Police Records Clerk/Dispatcher I by the performance of the full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise, and are fully aware of the operating procedures and policies of the work unit. May occasionally substitute, fill-in, or back up for the Lead Police Records Clerk. Positions in this class are flexibly staffed and are normally filled by advancement from employees in the level I class, or when filled from the outside, have prior experience.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

- 1. Perform a variety of administrative and clerical support functions including record keeping, dispatching, data entry, file maintenance, and answering a multi-line phone system.
- 2. Maintain, update and insure accuracy of police department records and files; research records as requested; copy and distribute reports, records and files as requested.
- 3. Type, proofread and create a wide variety of documents and forms including general correspondence, reports and memoranda from rough draft or verbal instruction; disseminate information as appropriate. Process a variety of legal documents and forms; seal records per court order; conduct background checks through local, state and national data bases.

CITY OF CAMAS

Police Records Clerk/Dispatcher I/II

- 4. Receive and respond to questions, inquiries and requests from the general public; provide information on activities as necessary; refer callers or walk-in customers to appropriate staff, outside agencies or organizations for further assistance. Provide information to authorized users; maintain strict confidentiality; use tact and good customer service skills while dealing with a diverse group of citizens; deal with upset, angry or sometimes hostile citizens.
- 5. Operate a variety of office equipment including copier, facsimile machine, cash register, computer, multi-frequency police radio, security equipment.
- 6. Respond to citizens at front counter, assisting with requests for public records, process concealed pistol license applications, solicitor's licenses, fingerprint services, clearance letters. Perform criminal background checks as directed; enter and retrieve data from WACIC and NCIC; forward information to requesting officer or agency.
- Process purchase orders and invoices; input accurate invoice data into the purchasing software system; assign account codes; reconcile invoices with Finance Department's financial reports and vendor statements.
- 8. Receive, sort and distribute incoming and outgoing mail and correspondence; copy and distribute as requested.
- 9. Prepare various agendas and documents for meetings; type, copy, collate and bind documents; transcribe minutes from meetings as requested.
- Maintain inventory of forms, office supplies and other general supplies for the police department; order and store supplies as needed.
- 11. Perform public safety dispatching duties; receive and prioritize emergency calls from the public requesting police, fire and other emergency or non-emergency services; determine nature, location and priority of calls and dispatch units accordingly. When appropriate transfer calls for service to the 911 center as necessary. Monitor police radio and track units on CAD system. Assist field units with a variety of requests related to the law enforcement function.

AUXILIARY FUNCTION STATEMENTS

Provide assistance in a variety of special projects as assigned.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Police Records Clerk/Dispatcher I

Knowledge of:

Modern office procedures, methods and computer equipment.

Methods and techniques of proper phone etiquette.

CITY OF CAMAS

Police Records Clerk/Dispatcher I/II

Basic principles and procedures of filing and record keeping.

English usage, spelling, grammar and punctuation.

Ability to:

Perform general clerical work including maintaining files and compiling information for reports.

Maintain confidential records and reports.

Enter data on a computer at a speed necessary for successful job performance.

Effectively respond to requests and inquiries from the general public.

Learn to prepare a variety of reports and records.

Learn to correctly interpret and apply City policies and procedures.

Learn to perform public safety dispatching functions.

Learn to respond to and resolve difficult and sensitive citizen inquiries and complaints.

Learn operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems.

Learn techniques of questioning for both emergency and non-emergency calls. Remain calm, composed and in control while dealing with a wide range of citizens including those who may be belligerent, angry, hostile, mentally challenged, intoxicated, or have a language barrier.

Operate office equipment including computers.

Communicate clearly and concisely, both orally and in writing.

Understand and carry out oral and written instructions.

Establish and maintain effective relationships with those contacted in the course of work.

Be able to pass state and federal background checks for security clearances.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to the completion of the twelfth grade.

Experience:

One year of clerical or administrative support experience is desirable.

Police Records Clerk/Dispatcher II

In addition to the qualifications for Police Records Clerk/Dispatcher I:

Knowledge of:

Principles of business letter writing and basic report preparation.

General principles necessary to work in a law enforcement environment

Basic mathematical principles.

Basic governmental accounting principles.

Principles and practices of public safety dispatching.

Operational characteristics of modern public safety telecommunications equipment including computer aided dispatch systems.

Techniques of questioning for both emergency and non-emergency calls.

Pertinent Federal, State and local codes, laws and regulations.

Ability to:

Prepare a variety of reports and correspondence.

Correctly interpret and apply City policies and procedures.

Perform public safety dispatching functions.

Respond to difficult and sensitive citizen inquiries and complaints.

Work independently in the absence of supervision.

Work under the stress and pressures of public safety emergencies and remain calm.

Be able to pass state and federal background checks for security clearances.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to the completion of the twelfth grade supplemented by training in applicable computer software, secretarial skills or other specialized area of assignment.

Experience:

Two years of clerical or administrative support experience related to law enforcement or government records.

CITY OF CAMAS Police Records Clerk/Dispatcher I/II

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment; exposure to computer screens.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard.

Vision: Visual acuity to review written materials.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be exposed to written or visual information that is upsetting, gruesome, or unpleasant in connection to the law enforcement function.

Incumbents may be required to travel outside City boundaries to attend meetings.

April, 2013

LEAD POLICE RECORDS CLERK

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are \underline{not} intended to reflect all duties performed within the job.

JOB OBJECTIVES

Under direction, to lead, train, oversee and participate in the more complex and difficult work of staff responsible for performing a variety of administrative and clerical support functions within the police department including record keeping, dispatching, typing, data entry, file maintenance, answering phones and responding to the general public, receive, screen and direct telephone calls and to perform a variety of technical tasks relative to a law enforcement agency. This position is responsible for the day-to-day functional supervision of the clerical section.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class in the Police Records Clerk series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series and assume greater administrative responsibility within the police department. The position may also exercise direct or functional and technical supervision over lower level police records clerks. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

- Lead, oversee, plan, train and review the work of staff responsible for performing a variety of
 administrative and clerical support functions within the police department including record keeping,
 radio dispatching, typing, data entry, file maintenance and answering phones; In a limited fashion,
 work with the supervisor in evaluating performance and making recommendations for corrective
 action to ensure adequate work performance of assigned personnel.
- Train assigned employees in their areas of work including appropriate administrative and clerical support methods, procedures and techniques. Verify the work of employees for accuracy, proper work methods, techniques and compliance with applicable standards and specifications.
- 3. Type, proofread and create a wide variety of documents including forms, reports, letters, memoranda, correspondence and statistical charts from rough draft or verbal instruction. Independently compose correspondence for police department records section and administration.
- 4. Process requests for requisitions and receive purchase orders electronically. Process invoices for payment; assign proper account codes to orders and input accurate data into the purchasing program; review requests from others for required information and approval; reconcile invoices with Finance Department's financial reports and vendor statements. Provide support in the preparation and

CITY OF CAMAS LEAD POLICE RECORDS CLERK

- administration of the assigned department budget; recommend modifications or adjustments as appropriate.
- 5. Maintain accurate and up-to date information in a variety of files and records; complex and/or confidential records, reports, ledgers, logs and files; provide appropriate human resource staff with confidential employee information as requested. Perform criminal background checks as requested; enter and retrieve data from WACIC and NCIC; forward information to requesting officer or agency.
- 6. Compile payroll information for records section; calculate, review and verify for accuracy all time cards received from records section employees; enter information into computer for payroll processing; maintain accurate and detailed payroll records for all agency employees.
- 7. Answer multi-line telephone system and route calls to appropriate personnel or outside agency; provide information maintaining confidentiality and tact while dealing with a diverse group of citizens; respond to complaints and requests for information. Screen, sort and distribute mail; respond to routine correspondence. Operate a variety of office equipment including copiers, facsimile machine, cash register, computer, multi-frequency police radios and security equipment.
- 8. Operate a walk-in, open to the public, lobby. Assist citizens with requests for records, concealed pistol license applications, solicitor's licenses, fingerprint services, clearance letters, police reports and resources regarding criminal and civil and court matters. Maintain calm and composure when dealing with hostile, angry and even violent citizens. Often deals with persons in crisis or persons suffering from mental health issues.
- 9. Perform public safety dispatching duties; receive and prioritize emergency calls from the public requesting police, fire and other emergency or non-emergency services; determine nature, location and priority or calls and dispatch units accordingly. Monitor police radio and track units on CAD system. Assist field units with a variety of requests related to the law enforcement function.
- 10. Maintain and order office supplies, contact vendors to place orders; make conference, hotel and airline reservations; make calls for building maintenance, order supplies for building maintenance;
- 11. Maintain Terminal Agency Coordinator (TAC) Certification through Washington State Patrol ACCESS; responsible for keeping employees certification records, background checks, updated on system changes to rules and regulations regarding use, ensure agency complies with ACCESS rule in order to achieve a passing audit every three years.
- Process dissemination requests for public records. Stay current on all applicable laws and court decisions.
- 13. Process records for destruction and sealing, adult and juvenile. Stay current on all applicable laws and court decisions.
- 14. Manage building security through issuance of alarm codes/keys/access cards.

AUXILIARY FUNCTION STATEMENTS

1. Provide assistance in a variety of special projects as assigned.

CITY OF CAMAS LEAD POLICE RECORDS CLERK

- 2. Oversee the operation and maintenance needs of office computer systems; create work orders as requested and follow-up as needed; participate in the purchase of new systems as required.
- 3. Follow all safety rules and procedures established for work area.
- 4. Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Principles of lead supervision and training.

Business letter writing and basic report preparation techniques.

Modern office procedures, methods and computer equipment.

Principles and procedures of record keeping.

Principles of public records.

Principles of public safety dispatching.

Methods and techniques of proper phone etiquette.

Methods and techniques of public relations.

English usage, spelling, grammar and punctuation.

Mathematical principles and applications.

Principles and practices of financial record keeping.

Pertinent Federal, State and local laws, codes and regulations.

Ability to:

Perform responsible and difficult administrative and secretarial support duties involving the use of independent judgment and personal initiative.

Lead, oversee, direct, organize and review the work of staff in a positive manner.

Maintain confidentiality of work performed.

Understand the organization and operation of the City and of outside agencies as necessary to assume assigned responsibilities.

Interpret and apply administrative and departmental policies and procedures.

Independently prepare correspondences and memoranda.

Type at a speed necessary for successful job performance.

Prepare clear and concise reports.

Operate office equipment including computers and supporting word processing and spreadsheet applications.

Implement and maintain standard filing systems.

Be able to pass state and federal background checks for security clearances.

CITY OF CAMAS LEAD POLICE RECORDS CLERK

Work independently in the absence of supervision.

Understand and follow oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to the completion of the twelfth grade supplemented by specialized training in office procedures or a related field.

Experience:

Four years of increasingly responsible administrative support and/or secretarial experience in a law enforcement agency.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment; exposure to computer screens.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard.

Vision: Visual acuity to review written materials.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be exposed to written or visual information that is upsetting, gruesome, or unpleasant in connection to the law enforcement function.

Incumbents may be required to travel outside City boundaries to attend meetings.

EXHIBIT B

<u>Position</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	7
Police Records Clerk/Dispatcher I	2769	2853	2939	3028	3117	3211	3309
Police Records Clerk/Dispatcher II	3211	3309	3407	3510	3615	3723	3835
Lead Police Records Clerk	3835	3949	4068	4189	4317	4446	4578