



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

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

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

**IV. PUBLIC COMMENTS**

**V. CONSENT AGENDA**

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

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

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

[Staff Report](#)

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






[Ordinance No. 19-007](#)

- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$121,787.75 September 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)
- D. \$111,160.20 October 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson, Finance Director)
- E. \$301,392.02 November 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts and GEMT funding Write-off Billings (Submitted by Cathy Huber Nickerson, Finance Director)

 [Staff Report](#)

- F. \$5,005.68 Unpaid Final Utility Bill Write-Offs (Submitted by Cathy Huber Nickerson, Finance Director)

 [2019 Utility Billing Write-offs](#)

- G. Housing Action Plan Grant Agreement (Submitted by Sarah Fox)  
 [Grant Agreement](#)
- H. \$14,300 WSP Amendment No. 1 North Shore Subarea Plan (Submitted by Sarah Fox)  
 [Consultant Agreement Amendment No. 1](#)  
[Amendments Summary](#)
- I. \$14,120 Flo Analytics GIS Mapping Professional Services (Submitted by Sam Adams)  
 [GIS Consortium Work Order](#)
- J. Washington Traffic Safety Commission (WTSC) High Visibility Patrols Agreement (Submitted by Mitch Lackey)  
 [WTSC High Visibility Patrols Agreement](#)
- K. 2020 Legislative Agenda (Submitted by Pete Capell)  
 [2020 Legislative Agenda](#)

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

## **VI. NON-AGENDA ITEMS**



- A. Staff
- B. Council

## **VII. MAYOR**

- A. Mayor Announcements
- B. Camas City Council Committee Appointments

 [2020 Council Appointments](#)

## **VIII. MEETING ITEMS**

- A. Resolution No. 19-017 Adopting Salary Scales for Non-Represented Employees  
Presenter: Jennifer Gorsuch, Administrative Services Director  
 [Resolution No. 19-017 Adopting Salary Scales for Non-Represented Employees](#)  
[Exhibit "A"](#)
- B. Resolution No. 19-018 City of Camas 2020 Fee Schedule  
Presenter: Cathy Huber Nickerson, Finance Director  
 [Resolution No 19-018 City of Camas 2020 Fee Schedule](#)  
[2020 Fee Updates](#)
- C. Interlocal Agreement Amendment Terminating Camas-Washougal Economic Development Association (CWEDA)  
Presenter: Pete Capell, City Administrator

**IX. PUBLIC COMMENTS**

**X. ADJOURNMENT**

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



**CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT**  
**Monday, December 2, 2019, 4:30 PM**  
**City Hall, 616 NE 4th Ave**

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**I. CALL TO ORDER**

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

**II. ROLL CALL**

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

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, Pete Capell, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Susan Newlove, Denis Ryan, Ron Schumacher, Nick Swinhart, Connie Urquhart, Steve Wall and Madora Doremus (intern)

Press: Adam Littman, The Columbian

**III. PUBLIC COMMENTS**

Zach Goodman, 1535 NW 34th Avenue, Camas, commented about the Fire Department Master Plan.

Randy Harrison, 3942 NW Currawong Court, Camas, commented about development in the City.

**IV. WORKSHOP TOPICS**

**A. ESCI Fire Department Master Plan Presentation**

Presenter: Don Bivins, ESCI Senior Associate/Project Manager and John Spencer, Pulse Consulting/ESCI Subconsultant

 [Camas-Washougal Fire Department Master Plan](#)




Bivins and Spencer provided an overview to Council about the ESCI Fire Department Master Plan.

**B. Traffic Safety Commission High Visibility Emphasis Patrol Interlocal Agreement**

Presenter: Mitch Lackey, Chief of Police

 [Staff Report - Traffic Safety Commission 2020](#)  
[Interagency Traffic Safety 2020](#)

Lackey provided an overview to Council about the interlocal agreement.

- C. Community Development Miscellaneous and Updates  
Details: This is a placeholder for miscellaneous or emergent items.  
Presenter: Phil Bourquin, Community Development Director
- Bourquin commented about the recent North Shore Community Forum and about the City being awarded a State Grant for a City housing study. Bourquin answered questions about development review and fire impact fees.
- D. 2019 City-Wide Hot Mix Overlay Change Order and Project Summary  
Presenter: Denis Ryan, Public Works Supervisor
-  [2019 Pavement Preservation Staff Report](#)  
[Change Order Number 1](#)  
[2019 Pavement Preservation Final Invoice](#)
- Ryan provided an update about the City-Wide Hot Mix Overlay change order to Council. This item was also placed on the December 2, 2019 Consent Agenda.
- E. Water and Sewer Geographic Information System (GIS) Mapping Consultant Services  
Presenter: Sam Adams, Utilities Manager
-  [Staff Report - Water and Sewer GIS Mapping](#)  
[AWC GIS Consortium Work Order Camas Additional Hours](#)
- This item will be placed on the December 16, 2019 Consent Agenda.
- F. Public Works Miscellaneous and Updates  
Details: This is a placeholder for miscellaneous or emergent items.  
Presenter: Steve Wall, Public Works Director
- Wall stated that the City was awarded a State Grant for the Lake Road and Everett Street intersection improvement.
- G. Review Draft 2020 Legislative Priorities  
Presenter: Pete Capell, City Administrator
-  [Draft 2020 Legislative Agenda](#)
- This item will be placed on the December 16, 2019 Regular Agenda for Council's consideration.
- H. City Administrator Miscellaneous Updates and Scheduling  
Details: This is a placeholder for miscellaneous or scheduling items.  
Presenter: Pete Capell, City Administrator
- Capell stated he will draft a resolution to be placed on the December 16, 2019 Regular Agenda for Council's consideration for a 2020, 2.5% wage increase for non-represented employees, which is based on the Bureau of Labor Statistics West Region Consumer Price Index (CPI).

Capell sought Council's approval to endorse, as in previous years, the Clark County Transportation Alliance.

Capell stated that the Annual Planning Conference is January 24-25, 2020, at Lacamas Lodge.

## **V. COUNCIL COMMENTS AND REPORTS**

Smith attended the North Shore Community Forum; Mayor and all Council Members commended staff for their efforts in organizing a successful event.

Carter attended the Finance Committee meeting.

Hogan commented about the audio and technology equipment at Lacamas Lodge and commented about affordable housing in the City.

Anderson attended the Friends of Clark County Growth Management Act (GMA) informational session.

Burton attended the Downtown Camas Association's (DCA) Washington State University's (WSU) City Exploratory discussion, the Camas-Washougal Chamber of Commerce monthly luncheon. Burton commented about downtown Camas bathroom facilities and about garbage service over the holidays. Burton commented about the City boards and commissions.

Chaney, Anderson, and Hogan commented about the ESCI Master Fire Plan and the joint committee efforts. Chaney commented about C-VAN services within the City.

Mayor commented about meeting with City staff and about Elected Officials and the Code of Ethics. Mayor reminded everyone about Hometown Holidays Friday, December 6, 2019.

## **VI. PUBLIC COMMENTS**

No one from the public wished to speak.

## **VII. ADJOURNMENT**

The meeting adjourned at 6:27 p.m.

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



**CITY COUNCIL REGULAR MEETING MINUTES - DRAFT**  
**Monday, December 2, 2019, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

Staff: Bernie Bacon, Phil Bourquin, Debra Brooks, Pete Capell, Jennifer Gorsuch, Shawn MacPherson, Steve Wall and Madora Doremus (intern)

Press: Kelly Moyer, Camas-Washougal Post-Record

**IV. PUBLIC COMMENTS**

John Lee, Camas, commented about the Mayor of the City of Camas.


**V. CONSENT AGENDA**

**A. November 18, 2019, Camas City Council Regular and Workshop Meeting Minutes**

 [November 18, 2019 Camas City Council Workshop Minutes - Draft](#)  
[November 18, 2019 Camas City Council Regular Minutes - Draft](#)

**B. \$1,020,665.31 Automated Clearing House and Claim Checks Numbered 142695 to 142783; \$2,227,508.49 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7732 to 7736 and Payroll Accounts Payable Checks Numbered 142678 through 142685  
\$68,253.68 November Electronic Payments**

**C. \$57,245.60 Change Order Number 1 Authorization, \$406,596.76 Lakeside Industries Final Pay Estimate Less Retainage Authorization, and 2019 Citywide Hot Mix Overlays Project Completion Acceptance. (Submitted by Denis Ryan)**

 [Lakeside Invoice - 2019 Overlays](#)  
[Change Order Number 1 - 2019 Overlays](#)

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

## **VI. NON-AGENDA ITEMS**

### **A. Staff**

Staff had no items.

### **B. Council**

Hogan, along with all the Council Members, welcomed Council Member Roberts and Mayor McDonnell to the City Council. Hogan commented about Hometown Holidays on Friday, December 6, 2019.

Roberts commented about Mayor and Council.

Anderson commented, "Go Papermakers".

## **VII. MAYOR**

### **A. Mayor Announcements**

Mayor McDonnell commented about his new role at the City.

## **VIII. MEETING ITEMS**

### **A. Ordinance No. 19-013 Technically Based Local Limits for the Wastewater Treatment System**

Presenter: Sam Adams, Utilities Manager

 [Ordinance No. 19-013 - Technically Based Local Limits](#)

**It was moved by Council Member Hogan, and seconded, that Ordinance No. 19-013 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Hogan, and seconded, that Ordinance No. 19-013 be adopted and published according to law. The motion carried unanimously.**

## **IX. PUBLIC COMMENTS**

John Lee, Camas, commented about the City's legislative priorities from the December 2, 2019, City Administrator update agenda item.

## **X. ADJOURNMENT**

The meeting adjourned at 7:09 p.m.

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





## Staff Report

December 16, 2019 Council Regular Meeting

\*. Approve Amended July 15, 2019 City Council Regular Meeting Minutes

Staff Contact	Phone	Email
Pete Capell, City Administrator	360.834.6864	<a href="mailto:pcapell@cityofcamas.us">pcapell@cityofcamas.us</a>

### SUMMARY:

The previously approved minutes for the July 15, 2019, Camas City Council Regular Meeting, did not reflect the full verbiage of the motion made for item C. on the agenda.

The attached amended version, reflects the verbiage of the motion in its entirety. In addition, Ordinance No. 19-007 included in those minutes, reflects the decision of the Council for Option I.

### RECOMMENDATION:

Staff recommends Council move to approve the previously adopted minutes of the July 15, 2019 Regular Council meetings, as amended.



**CITY COUNCIL REGULAR MEETING MINUTES - AMENDED**  
**Monday, July 15, 2019, 7:00 PM**  
**City Hall, 616 NE 4th Avenue**

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**I. CALL TO ORDER**

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

**II. PLEDGE OF ALLEGIANCE**

**III. ROLL CALL**

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

Staff: Jerry Acheson, Bernie Bacon, Pete Capell, Jennifer Gorsuch, Lauren Hollenbeck, Cathy Huber Nickerson, Shawn MacPherson, Robert Maul, Steve Wall and Rachel Blair (intern)

Press: No one from the press was present

**IV. PUBLIC COMMENTS**

John Nohr, 1780 NE Dallas ST, Camas, commented about fireworks.

Randy Curtis, 947 NW 43rd AVE, Camas, commented about the Community and Aquatics Center.

Julie Hutton, 638 W X Street, Washougal, commented about public school supplies.

**V. CONSENT AGENDA**

- A. \$1,326,127.15 Automated Clearing House and Claim Checks Numbered 141263 to 141431
- B. \$115,861.35 for June, 2019 Emergency Medical Services (EMS) Write-off Billings; Monthly Uncollectable Balance of Medicare and Medicaid Accounts (Submitted by Cathy Huber Nickerson)
- C. June 3, 2019, and July 1, 2019, Camas City Council Regular and Workshop Meeting Minutes

-  [July 1, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)
- [July 1, 2019 Camas City Council Regular Meeting Minutes - Draft](#)
- [June 3, 2019 Camas City Council Regular Meeting Minutes - Draft](#)
- [June 3, 2019 Camas City Council Workshop Meeting Minutes - Draft](#)

- D. \$23,025 Wallis Engineering Crown View Stormwater Design Professional Services Agreement Amendment (Submitted by Sam Adams)

 [Crown View Stormwater PSA Amendment](#)

- E. \$37,165 CH2M Engineering Local Limits Design Professional Services Agreement Amendment (Submitted by Sam Adams)

 [Local Limits CH2M PSA Amendment #2](#)

- F. \$69,490 WSP USA Inc. Professional Services Agreement for Community and Aquatic Center and Sports Fields Project Public Involvement Support (Submitted by Peter Capell)

 [WSP Camas Community and Aquatic-Center Contract](#)

- G. \$100,000 Maximum Washington State Department of Transportation Road Striping 5-Year Maintenance Agreement (Submitted by Denis Ryan)

 [WSDOT 5-Year Striping Agreement](#)

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

## **VI. NON-AGENDA ITEMS**

- A. Staff

There were no comments from staff.

- B. Council

Chaney commented about a former City employee.

## **VII. MAYOR**

- A. Mayor Announcements

Mayor Turk had no announcements.

- B. Mayor's Volunteer Spirit Award

Mayor Turk stated that the resolution honoring Don and Eunice Abrahamsen would serve as the July Mayor's Volunteer Spirit Award.

## VIII. MEETING ITEMS

- A. Resolution No. 19-011 Naming Washougal River Walking Bridge in Honor of Don and Eunice Abrahamsen  
Presenter: Pete Capell, City Administrator

 [Res 19-011 Naming Walking Bridge Honoring Don & Eunice Abrahamsen](#)

**It was moved by Council Member Anderson, and seconded, that Resolution No. 19-011 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Anderson, and seconded, that Resolution No. 19-011 be adopted. The motion carried unanimously.**

- B. Public Hearing for Ordinance No. 19-006 Amendments to Camas Municipal Code (CMC) Chapter 18.35 Wireless Communication Facilities  
Presenter: Lauren Hollenbeck, Senior Planner

 [Staff Report](#)  
[Attachment 1 Redlines](#)  
[Attachment 2 Clean Version](#)  
[Attachment 3 FCC Ruling - Sept 2018](#)  
[Attachment 4 New York SMSA Limited Partnership v. Town of Clarkstown A](#)  
[Draft Public Works SWF Design Standards](#)  
[Ordinance 19-006](#)  
[Small Wireless Design Options for Light Poles - Camas - 07-09-2019](#)

Mayor Turk opened the public hearing at 7:17 p.m.

The following members of the public spoke:  
Meridee Pabst, 2728 N L St, Washougal

The public hearing closed at 7:19 p.m.

**It was moved by Council Member Carter, and seconded, that Ordinance No. 19-006 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Carter, and seconded, that Ordinance No. 19-006 be adopted and published according to law. The motion carried unanimously.**

- C. Ordinance No. 19-007 Providing for Proposition Authorizing Community Center Construction General Obligation Bonds Issuance in November 5, 2019 General Election  
Presenter: Cathy Huber Nickerson, Finance Director

 [Ordinance 19-007 - Camas Election Ordinance - Community Center](#)

**It was moved by Council Member Anderson, and seconded, that Ordinance No. 19-007 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Chaney, and seconded, that Ordinance No. 19-007, which reflects Option I at a total of \$78 Million be adopted and published according to law. The motion passed by the following vote:**

**Yes:** Council Member Anderson, Council Member Burton, Council Member Carter, Council Member Chaney, Council Member Hogan, Council Member Rusch and Council Member Smith

**It was moved by Council Member Rusch, and seconded, to create the "For" Committee charged with drafting the "For" statement for the Community Center Improvements Proposition. The motion carried unanimously.**

**It was moved by Council Member Smith, and seconded, to create the "Against" Committee charged with drafting the "Against" statement for the Community Center Improvements Proposition. The motion carried unanimously.**

#### **IX. PUBLIC COMMENTS**

No one from the public wished to speak.

#### **X. ADJOURNMENT**

The meeting adjourned at 7:36 p.m.

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

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 19-007

AN ORDINANCE of the City of Camas, Washington, providing for the submission to the voters of the City at a general election to be held on November 5, 2019, of a proposition authorizing the City to issue its general obligation bonds for the purpose of financing recreation improvements including the construction of a new community center with a recreation pool, competitive pool and sport field improvements, in the principal amount of no more than \$78,000,000 payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes

WHEREAS, the City Council of the City of Camas, Washington (the “City”), has determined that it is in the best interest of the City to undertake the construction of a new community center with a recreation pool to be located in Camas, Washington and the addition and/or improvements to sport fields (the “Project”); and

WHEREAS, the City Council wishes to seek voter approval for the issuance and sale of not to exceed \$78,000,000 of general obligation bonds of the City to pay the costs of the Project and the costs of issuance of such bonds, to be repaid by an annual excess property tax levy; and

WHEREAS, the constitution and laws of the State of Washington provide that the question of whether or not the City may issue such bonds be submitted to the qualified electors of the City for their ratification or rejection at an election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DOES ORDAIN AS FOLLOWS:

**Section 1. Project.** The City Council finds that in order to provide community amenities it is in the best interest of the City to undertake the construction of a community center with a recreation pool, competitive pool, and the addition and/or improvements to sport fields.

The Project shall include all necessary equipment, supplies, and appurtenances. The cost of all necessary architectural, engineering, legal and other consulting services, inspection and testing, administrative expenses, site acquisition or improvement, demolition, on and off-site utilities, transportation improvements, related improvements and other costs incurred in connection with the Project shall be deemed a part of the costs of such capital improvements.

The estimated cost of the Project, including the costs of issuing and selling the bonds authorized by this ordinance, is declared to be approximately \$78,000,000.

The City Council may modify the details of the foregoing Project where necessary or advisable in the judgment of the City Council.

**Section 2. Description of Proposed Bonds.** The Bonds may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, as deemed

advisable by the City Council and as permitted by law. The Bonds shall be fully registered bonds; shall bear interest payable as permitted by law; shall mature within 21 years from the date of issue, or within any shorter period fixed by the City Council; shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which such Bonds are to be issued. The exact date, number of series, form, terms, option of prior redemption, price, interest rate or rates and maturities of the Bonds shall be hereafter fixed by ordinance of the City Council. Pending the issuance of the Bonds, the City may issue short-term obligations pursuant to chapter 39.50 RCW or such other obligations as are permitted by law to pay for the costs of the Project. Such obligations and their costs may be paid or refunded with proceeds of the Bonds when issued.

**Section 3. Proceeds of the Bonds.** If available money from the proceeds of the Bonds is more than sufficient to pay the costs of the Project, or if state or local circumstances require any alteration in the Project, the City may acquire, construct, equip and make other park and recreation related capital improvements to the City's facilities, or retire and/or defease a portion of the Bonds, all as the City Council may determine and as permitted by law. If the proceeds of the sale of the Bonds and other available money are insufficient to make all of the capital improvements herein provided for, or if it has become impractical to accomplish the Project or portions of the Project, the City may use the proceeds of the Bonds and other available money for paying the costs of those portions of the Project deemed by the City Council to be most necessary and in the best interest of the City.

**Section 4. Calling of Election.** The City Council requests that the Auditor of Clark County, Washington (the "Auditor") call and conduct a general election in the City, in the manner provided by law, to be held therein on November 5, 2019, for the purpose of submitting to the voters of the City, for their approval or rejection, the question of whether or not general obligation bonds of the City shall be issued in the principal amount of not more than \$78,000,000 (or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness), the proceeds of which shall be expended to pay the costs of the Project, and annual excess property taxes shall be levied to pay and retire the Bonds.

If such proposition is approved by the requisite number of voters, the City shall be authorized to issue the Bonds in the manner described in this ordinance, to spend the proceeds thereof to pay the costs of the Project, and to levy excess property taxes to pay and retire such Bonds. The proceeds of the Bonds shall be used for capital purposes only and not for the replacement of equipment.

**Section 5. Ballot Proposition.** The City Clerk is authorized and directed to certify, no later than August 6, 2019 (by 5 p.m.) to the Auditor, as *ex officio* supervisor of elections in the City, a copy of this ordinance and the proposition to be submitted at that election in the form of a ballot title prepared by the City Attorney pursuant to RCW 29A.36.071, as follows:

PROPOSITION NO. \_\_\_\_

CITY OF CAMAS  
COMMUNITY CENTER BONDS

The City Council of the City of Camas adopted Ordinance 19-007 concerning a proposition for financing the construction of recreation improvements. If approved, this proposition would authorize the City to issue bonds for recreation improvements including to construct a new community center with recreation pool, competitive pool, and sports fields. It would authorize the issuance of not more than \$78,000,000 of general obligation bonds maturing within 21 years, and authorize the annual levy of excess property taxes to pay such bonds, as provided in Ordinance 19-007. Should this proposition be approved?

YES ..... ☐

NO..... ☐

For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City Council hereby designates its bond counsel, Foster Pepper PLLC (Nancy Neraas, 206-447-6277, Nancy.neraas@foster.com), as the person to whom such notice shall be provided.

**Section 6. Authorization of Local Voters' Pamphlet.** The City authorizes preparation and distribution of a local voters' pamphlet, including an explanatory statement and statements in favor of and in opposition to the ballot measure, if any. The preparation of explanatory statement, the appointment of pro/con committees and the preparation of statements in favor or and in opposition to the ballot title shall be in accordance with chapter 29A.32 RCW and the rules and guidelines of the Auditor, and the City authorizes the Finance Director to take such actions as may be necessary on behalf of the City to carry out the foregoing.

**Section 7. General Authorization.** The proper City officials are authorized to perform such duties as are necessary or required by law to the end that the question of whether or not Bonds shall be issued and excess taxes necessary to pay and retire the Bonds be levied, all as provided in this ordinance, shall be submitted to the voters of the City at the November 5, 2019 general election.

**Section 8. Intent to Reimburse.** The City Council declares that to the extent that the City makes capital expenditures for the Project, prior to the date the Bonds or other short-term obligations are issued to finance the Project, those capital expenditures are intended to be reimbursed out of proceeds of the Bonds or other short-term obligations issued in an amount not to exceed the principal amount of the Bonds provided by this ordinance.

**Section 9. Severability.** If any provision of this ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be



severable from the remaining provisions of this ordinance, and shall in no way affect the validity of the other provisions of this ordinance or of any other ordinance or resolution or of the Bonds.

**Section 10. Publication and Effective Date.** This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five days after publication.

**Section 11. Ratification of Prior Acts.** Any action taken consistent with the authority of this ordinance, after its passage but prior to the effective date, is ratified, approved, and confirmed.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 15<sup>th</sup> day of July, 2019.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Bond Counsel

## CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. \_\_\_\_\_ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on \_\_\_\_\_, 2019, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication of a summary of the Ordinance in the City’s official newspaper, which publication date is \_\_\_\_\_, 2019.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: \_\_\_\_\_, 2019.

CITY OF CAMAS, WASHINGTON

\_\_\_\_\_  
City Clerk



## Staff Report

*December 16, 2019 Council Regular Meeting*

### November, 2019 EMS and GEMT Write-offs

Staff Contact	Phone	Email
Cathy Huber Nickerson, Finance Director	360.817.1537	<a href="mailto:chuber@cityofcamas.us">chuber@cityofcamas.us</a>

**SUMMARY:** The Ground Emergency Medical Transportation program (GEMT) was established as a result of HB 2007 during the 2015 Regular Session of the Washington State legislature. The GEMT program provide supplemental payments to publicly owned or operated GEMT providers (ambulance service).

The intent of the program is to provide supplemental programs to cover the funding gap between a provider's actual costs per GEMT transport and the allowable amount received from Washington Apple Health (Medicaid) and any other sources of reimbursement.

**BUDGET IMPACT:** The good news with this program is the additional \$500,000 the City received to offset uncollectible billed amounts for GEMT transports in 2019. This funding was for transports from 2015-2019. This program is projected to continue into the future, resulting in higher collected funds for ambulance transports.

The challenge is how the Washington State HCA is requiring the City to account for these funds. Essentially the Washington State HCA asks:

- each GEMT program to report the costs of transporting to the State
- State determines the cost of a transport
- City submits the claims with additional line for the difference of Medicaid allowable amount paid and the "cost of transport"
- GEMT program pays the allowable amount to reimburse the City.

This new method of collecting additional funds results in a higher receivable as well as corresponding higher write-off.

Higher Billed Amount – Higher Payment = Higher Collection Rate but also Higher Write-off

Staff will continue to work to find better ways to account for the GEMT program.

**RECOMMENDATION:** Staff recommend the Council approve the GEMT/EMS Write-off for November, 2019.

## 2019 Utility Billing Uncollectables

Written Off	Water	Sewer	Garbage	Recycle	Penalty	Storm	Write Off
01/31/2019	17.87	42.04	55.91	5.64	0.00	19.87	141.33
01/31/2019	0.00	0.16	0.12	0.02	0.00	0.08	0.38
02/20/2019	26.60	64.89	82.43	7.19	0.00	25.33	206.44
03/28/2019	0.00	27.00	0.00	0.00	0.00	0.00	27.00
05/08/2019	255.21	81.16	23.49	4.32	0.00	39.75	403.93
05/28/2019	869.78	59.02	57.87	7.92	1,117.01	875.24	2986.84
07/03/2019	0.00	0.00	26.37	0.00	0.00	0.00	26.37
08/23/2019	0.00	2.03	0.37	0.13	0.00	0.22	2.75
08/26/2019	0.00	4.57	0.67	0.20	0.00	0.50	5.94
08/26/2019	25.86	66.43	53.30	11.93	0.00	31.30	188.82
11/15/2019	0.00	0.20	0.00	0.00	0.00	0.00	0.20
11/25/2019	104.46	215.95	43.07	14.36	15.00	32.11	424.95
11/25/2019	18.88	45.00	20.50	7.24	0.00	12.04	103.66
12/09/2019	49.66	105.93	0.00	0.00	0.00	26.09	181.68
12/09/2019	111.71	126.35	30.69	13.76	0.00	22.88	305.39
<b>Total</b>	<b>1,480.03</b>	<b>840.73</b>	<b>394.79</b>	<b>72.71</b>	<b>1,132.01</b>	<b>1,085.41</b>	<b>\$5,005.68</b>

Authorize the write-off of **15** unpaid final utility bill(s) in the amount of **\$5,005.68**. This amount represents outstanding water, sewer, garbage, recycling, penalties, and storm water charges that were left unpaid by a previous property owner or were otherwise uncollectable.

Submitted by Cathy Huber Nickerson, Finance Director



# Department of Commerce

## **Interagency Agreement with**

City of Camas

through

Growth Management Services

## **For**

E2SHB 1923 Grant to adopt a Housing Action Plan

## **Start date:**

Date of Execution

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**Attachment A, Scope of Work**

**Attachment B, Budget**

## FACE SHEET

Contract Number: 20-63314-036

Washington State Department of Commerce  
Local Government Division  
Growth Management Services  
HB 1923 Grant

<b>1. Contractor</b> City of Camas 616 NE Fourth Avenue Camas, WA 98607		<b>2. Contractor Doing Business As (optional)</b> N/A	
<b>3. Contractor Representative</b> Sarah Fox Senior Planner (360) 817-7269 <a href="mailto:sfox@cityofcamas.us">sfox@cityofcamas.us</a>		<b>4. COMMERCE Representative</b> Matt Ojennus Senior Planner (360) 725-4047 <a href="mailto:matthew.ojennus@commerce.wa.gov">matthew.ojennus@commerce.wa.gov</a> PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
<b>5. Contract Amount</b> \$100,000	<b>6. Funding Source</b> State of Washington	<b>7. Start Date</b> Date of Execution	<b>8. End Date</b> June 30, 2021
<b>9. SWV #</b> SWV0016796-00		<b>10. UBI #</b> 062-000-007	
<b>11. Contract Purpose</b> E2SHB 1923 (2019) grant funding to address housing affordability.			
<b>12. Signing Statement</b> COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
<b>FOR CONTRACTOR</b>  _____ Barry McDonnell, Mayor City of Camas  _____ Date		<b>FOR COMMERCE</b>  _____ Mark K. Barkley, Assistant Director Local Government Division  _____ Date  <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.</b>	

**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

**2. CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

**3. COMPENSATION**

COMMERCE shall pay an amount not to exceed **one hundred thousand dollars (\$100,000)** for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**4. EXPENSES**

Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

**5. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 20-63314-036. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 28, 2019, the effective date of Engrossed Second Substitute House Bill 1923 (2019). To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

**Duplication of Billed Costs**

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.



**SPECIAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**Disallowed Costs**

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**Line Item Transfers**

The total amount of transfers of funds between line item budget categories shall not exceed ten percent (10%) of the total budget. If the cumulative amount of these transfers exceeds or is expected to exceed ten percent, the total budget shall be subject to justification and negotiation of a contracts amendment by the Contractor and COMMERCE.

**Ineligible Costs**

Only eligible project-related costs will be reimbursed. Ineligible costs include, but are not necessarily limited to: capital expenses, such as land acquisition or construction costs; purchase of machinery; hosting expenses, such as meals, lodging, or transportation incurred by persons other than staff and volunteers working directly on the project; lobbying or political influencing; and other costs which are not directly related to the project.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

**2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

**3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Up to ten percent of the contract amount for each activity may be moved to another activity without a contract amendment.

**4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

**5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
  - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of

**GENERAL TERMS AND CONDITIONS  
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Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS  
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**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**15. SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS  
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Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

**16. SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**17. TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

**18. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE 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, COMMERCE 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.

**19. TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS  
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After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

**20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

**GENERAL TERMS AND CONDITIONS  
INTERAGENCY AGREEMENT  
STATE FUNDS**

**21. WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

## Scope of Work

### A. Housing Action Plan

*The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:*

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts in May and November of 2020 to review progress in meeting milestones, deliverables and invoicing.

<b>Action:</b> Conduct a housing study in order to determine the number of existing housing units including their size, type and value. The collected information will result in a better understanding of the character of the city's housing stock and lead to an assessment of the need for additional housing types.			
Steps/ Deliverables	Description	Start Date	End Date
<b>Action 1</b>	<b>Existing conditions review</b>	<b>January 2020</b>	<b>June 2020</b>
Step 1.1	Collect data on type, size, cost, and age of housing in the city	January 2020	March 2020
Step 1.2	Collect data on rental properties (e.g. type, size, cost, and age) and percentage of housing stock	January 2020	March 2020



**Attachment A**

Step 1.3	Gather and analyze trends, including population, employment, income. Specifically, quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.	January 2020	March 2020
Step 1.4	Review potential for displacement of communities of color, foreign born and low-income households.	January 2020	March 2020
Step 1.5	Review the housing element adopted pursuant to RCW36.70A.070, current zoning and development regulations and policies regarding housing.	January 2020	March 2020
Step 1.6	Review and analysis of existing programs and program success.	January 2020	March 2020
Step 1.7	Analyze data to quantify existing and projected housing needs for all income levels.	March 2020	April 2020
Step 1.8	Create a map of the housing inventory that illustrates the information gained.	March 2020	June 2020
Deliverable 1	Existing Conditions and Needs Analysis Report		June 30, 2020

<b>Action 2</b>	<b>Public Engagement.</b> <b>This action will be in coordination and run concurrently with the subarea planning process.</b>	<b>January 2020</b>	<b>November 2020</b>
Step 2.1	Create a public engagement plan that allows all community members to provide input.	January 2020	February 2020
Step 2.2	Conduct public outreach to develop goals and objectives.	March 2020	June 2020
Step 2.3	Develop stakeholder groups to gather input from housing advocates, housing providers and social service organizations. Stakeholders may include residents, developers, neighborhood associations, tenants, and religious organizations.	March 2020	As needed
Step 2.4	Present progress throughout to boards, commissions and City Council for feedback.	March 2020	Ongoing
Deliverable 2	Public Engagement Plan		February 1, 2020

<b>Action 3</b>	<b>Evaluation of Policies and Tools for Increasing Housing Diversity</b>	<b>February 2020</b>	<b>November 2020</b>
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**Attachment A**

<b>Action:</b> <i>Evaluate current policies and barriers to development of more diverse housing types. Develop policies and actions to implement recommendations of the housing study that complement the goals of the city's comprehensive plan.</i>			
Step 3.1	Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;	February 2020	April 2020
Step 3.2	Provide a measurement of expected outcomes with various scenarios under consideration. This step may include a public workshop for additional feedback.	April 2020	June 2020
Step 3.3	Develop an implementation plan to include proposed amendments to comprehensive plan and zoning regulations.	May 2020	July 2020
Deliverable 3	Draft Housing Action Plan based on analysis from Actions 1 and 2.		August 31, 2020

<b>Action 4</b>	<b>Project Adoption.</b> Amendments to the comprehensive plan and other regulations to implement the recommendations identified in the housing action plan.	<b>August 2020</b>	<b>March 2021</b>
Step 4.1	Public Hearings. (Staff reports, compile outreach summaries and supporting data.) Public hearings before Planning Commission and City Council	August 2020	December 2020
Step 4.2	Make changes to amendments per Planning Commission recommendations.	October 2020	November 2020
Step 4.3	Prepare ordinance and/or resolution for Council	January 2021	March 2021
Deliverable 4	Adopt Housing Action Plan		March 31, 2021

## Budget

Action / Deliverables	Commerce Funds	Other Funds
<i>Deliverable 1. Existing Conditions and Needs Analysis (25%)</i>	\$25,000	\$7,500
<i>Deliverable 2. Public Engagement (15%)</i>	\$15,000	\$4,500
<i>Deliverable 3. Recommendations and Implementation – Draft Housing Action Plan (30%)</i>	\$30,000	\$9,000
<i>Deliverable 4. Project Adoption- Adopted Housing Action Plan (30%)</i>	\$30,000	\$9,000
<b>Total</b>	<b>\$100,000</b>	\$30,000

**AMENDMENT NO. 1 TO  
CONSULTANT AGREEMENT  
BETWEEN  
THE CITY OF CAMAS  
AND  
WSP USA INC.**

This Amendment No. 1 is made and entered into this 16th day of December 2019, by and between The City of Camas (the Client) and WSP USA Inc. ("WSP the Consultant").

**RECITALS**

WSP the Consultant and the Client entered into a Contract dated July 31, 2019 ("Consultant Agreement"), for the performance of certain technical and professional services concerning the Phase 1 Camas North Shore/Bridge Village Subarea Plan Project (the "Project").

WSP the Consultant and the Client now desire to amend the Consultant Agreement to include additional community outreach activities and extend the Project duration by two months. This amendment will increase the compensation payable under the Agreement by \$14,300.

Therefore, for the consideration hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which the parties hereto by their signatures below affirm, the parties do mutually agree as follows:

**TERMS**

The above recitals are incorporated herein and made a part hereof as if fully set forth.

A. Scope of Services. The Scope of Services, which is Exhibit C to the Consultant Agreement, is hereby amended to include those Services set forth in Attachment 1, Scope of Services Supplement No.1 attached hereto and incorporated herein for all purposes.

**and**

B. Compensation. The Consultant's Total Compensation specified in Exhibit D to the Consultant Agreement is amended to increase the maximum not-to-exceed amount to be paid as compensation for the Scope of Services by \$14,300, for a new Total Compensation of \$94,225.

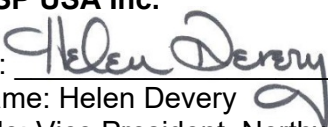
**and**

A. Term of Agreement. The term of the Consultant Agreement, as stated in Exhibit C to the Consultant Agreement, shall remain.

B. All other terms and conditions of the Consultant Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 1 to the Consultant Agreement, which shall be effective as of the date first written above.

**WSP USA Inc.**

By:   
Name: Helen Devery  
Title: Vice President, Northwest Planning  
and Environment Manager

**City of Camas**

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

## AMENDMENT 1 - SCOPE AND SCHEDULE OF SERVICES

### PROJECT UNDERSTANDING

The Client and WSP the Consultant entered into a contract on July 31, 2019 to develop a subarea plan for the Camas North Shore/Bridge Village Subarea. The Client has requested additional community outreach activities associated with Phase I that are outside of the original contract scope of work. This additional work will also extend the Phase I schedule through February 2020, two months beyond the schedule identified in the original contract. Amendments to each task are described below.

#### **Task 1.0: Project Management**

The original contract identified a completion date for Phase 1 of December 31, 2019. The Client has requested a two-month extension to perform additional outreach activities. WSP the Consultant will perform the project management tasks outline in the original contract for an additional two months, including two additional monthly project management meetings with the City and two additional invoicing cycles.

#### **Assumptions**

- Up to three WSP Consultant staff will participate in up to two additional 1-hour monthly project management meetings via teleconference. All meetings will be via teleconference.

#### **Deliverables**

- Monthly invoices (2)

#### **Task 2.0: Project Kickoff, Site Tour, and Opportunities and Constraints Assessment**

No change to this task.

#### **Task 3.0: Preliminary Market Assessment**

No change to this task.

#### **Task 4.0: Project Identity, Website, and Social Media**

Additional website and social media services include:

- Two months of website hosting, maintenance, and updates.
- A new webpage on the project website to house all community outreach information.

#### **Assumptions**

- WSP the Consultant will maintain the website domain name and hosting for an additional two months through February 2020.
- Up to eight additional hours of website updates will be provided.

#### **Deliverables**

- Design and updates to a community outreach webpage on the project website

#### **Task 5.0: Community Outreach – Visioning**

Following the completion of early outreach activities, including stakeholder interviews and the online survey, the Client requested additional community outreach tasks to further the development of the North Shore Vision. The following additions are included in this contract amendment.

- Online Survey No. 2– A second online survey deployed in advance of the community visioning workshop. To prepare the online survey, WSP the Consultant will:
  - Prepare draft and final survey questions
  - Format the survey in SurveyMonkey
  - Prepare a summary of quantitative survey results and qualitative key messages/themes
  - Participate in a 1-hour teleconference with Client staff to discuss survey results

- Community Forum – The Client hosted a community forum on November 21, 2019 to give interested community members the opportunity to learn more about the North Shore project prior to the community visioning workshop. The community forum was staffed by the Client, with WSP Consultant's assistance preparing materials and graphics. WSP the Consultant's services included:
  - Conducting two 1-hour teleconferences with City staff
  - Preparing a draft frequently asked questions (FAQ)
  - Preparing a graphic timeline of North Shore history
  - Preparing an infographic describing existing conditions
- High School Visioning Workshop – On December 3, 2019, Client and WSP Consultant staff conducted a visioning workshop at Discovery High School. WSP Consultant's services included:
  - Preparing visioning base maps, visioning exercise ground rules, and land use examples to be updated and reused in the community visioning workshop
  - Attendance by two WSP Consultant staff at the 1-hour visioning workshop

### ***Assumptions***

- The second online survey will be multiple choice with one open-ended question.
- The Client will review, compile, and summarize the responses to the open-ended survey question and provide the information to WSP the Consultant for inclusion in the overall survey summary.
- Up to three WSP Consultant staff will participate in a 1-hour teleconference with Client staff to discuss survey results.
- The Client will provide summaries of the community forum and high school visioning exercise for inclusion on the community outreach webpage.
- WSP the Consultant will prepare minor updates to the base map and materials prepared for the high school visioning workshop for use at the community workshop. The general content and format of the visioning exercise will remain the same.

### ***Deliverables***

- Draft and final survey questions
- Survey summary
- Draft FAQ (complete)
- Draft and final graphic timeline of North Shore history (complete)
- Draft and final infographic describing North Shore existing conditions (complete)
- Draft and final visioning base maps, visioning exercise ground rules, and land use examples (complete)

### **Task 6.0: Vision Statement**

No change to this task.

## Camas North Shore Draft Contract Amendment 1

The following table identifies amendments to the contracted scope of work that have been completed or are planned based on the time extension of North Shore Phase 1 and the City's direction to include additional community outreach activities outside of the original contract dated July 31, 2019. The estimated costs in the table for the additional activities include services provided by WSP and 3J Consulting. This table is provided for discussion purposes only and is formalized in the contract amendment dated December 9, 2019.

Contracted	Amendments (Completed/Planned)	Estimated Cost
<b>Task 1 – Project Management</b>		
Phase 1: 5-month duration (through December 2019)	Phase 1 is anticipated to extend into February 2020, requiring additional project management and team meetings.	\$1,325
<b>Task 2 – Existing Conditions – No Change</b>		
<b>Task 3- Preliminary Market Assessment – No Change</b>		
<b>Task 4 – Project Identity, Website, and Social Media</b>		
Website hosting and updates for Phase 1 (5 months)	Extension of Phase 1 into February 2020 will require two additional months of website hosting, maintenance, and updates.	\$1,300
Two-page website	<b>Web Page</b> One additional page for a total of three pages (home page, project information, and community outreach).	\$2,050
<b>Task 5 – Community Outreach - Visioning</b>		
Stakeholder interviews – assumed to take place in a single day	In-person interviews were conducted over two days with additional interviews conducted via telephone.	No cost
Online questionnaires – one survey and one online component to the community visioning workshop	<b>Online Survey No. 2</b> A second online survey is planned in advance of the community visioning workshop.	\$3,350 <i>Note: To reduce consultant costs, the survey will be multiple choice with one open-ended question that the city summarizes.</i>
One community open house	<b>Community Forum</b> The community forum on November 21, 2019 was outside of the contracted scope of work and fee. Additional consultant services included: <ul style="list-style-type: none"> <li>Conducting additional teleconferences with City staff</li> <li>Preparing a draft FAQ</li> <li>Preparing a graphic timeline of North Shore history</li> <li>Preparing an infographic describing existing conditions.</li> </ul>	\$3,950
	<b>High School Visioning Workshop</b> The visioning workshop with Camas high school students was outside of the contracted scope of work and fee. Additional consultant services will include: <ul style="list-style-type: none"> <li>Preparing for and attendance by two consultant staff</li> </ul>	\$2,270
<b>Task 6 – Vision Statement – No Change</b>		
<b>Expenses</b>		
	Printing costs for base maps for high school visioning workshop	\$55
<b>Total</b>		<b>\$14,300</b>



☒ City

☐ Non-City Entity

## AWC GIS CONSORTIUM WORK ORDER AUTHORIZATION

Between FLO and the City of Camas (Client).

Signing of this Authorization by FLO and Client authorizes FLO to complete the Work as described below under the terms and conditions of the Master Agreement for Professional Services with the Association of Washington Cities GIS Consortium. The Master Agreement for Professional Services is fully incorporated herein by this reference.

FLO Project No.: F1326.24.02

Work Order No.: 001

Project Name: GIS Support- GIS Services

Project Location: NA

### SCOPE OF WORK

- 120 additional hours for water and sewer as-built digitization

### SCHEDULE OF WORK:

FLO will begin work within 2 business days of receiving authorization to proceed.

### ESTIMATED COST OF WORK: \$14,120

Fixed cost of \$2,625 for 25 hours at \$105 per hour.

Fixed cost of \$10,450 for 95 hours at \$110 per hour.

Fixed 10% AWC admin fee of \$1,045 on the total cost of the additional hours, beyond the first 25.

So agreed to this 29th day of October, 2019.

By FLO Analytics:

By City of Camas:

By AWC:

Signature

Signature

Signature

Tyler Vick

Printed Name

Printed Name

Printed Name

Principal

Title

Title

Title



# **INTERAGENCY AGREEMENT**

**BETWEEN THE**

**WASHINGTON TRAFFIC SAFETY COMMISSION**

**AND**

Camas Police Department

**THIS AGREEMENT** is made and entered into by and between the Washington Traffic Safety Commission, hereinafter referred to as "WTSC," and Camas Police Department, hereinafter referred to as "SUB-RECIPIENT."

**NOW THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the Parties mutually agree as follows:

## **1. PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for the SUB-RECIPIENT to participate in traffic safety grant project **2020-HVE-3767-Washington Traffic Safety Commission**, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols and related activities as outlined in the Statement of Work (SOW), in support of Target Zero priorities.

**Grant 2020-HVE-3767-Washington Traffic Safety Commission** was awarded to the **Region 6 traffic safety task force to support collaborative efforts to conduct overtime HVE activities**. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

The Target Zero Manager (TQM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

## **2. PERIOD OF PERFORMANCE**

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020, unless terminated sooner, as provided herein.

## **3. STATEMENT OF WORK**

Note: This statement of work applies only to HVE emphasis areas for which your region has received HVE funding.

**GOAL:** To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

**SCOPE OF WORK:**

High Visibility Enforcement (HVE) is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model. The WTSC recommends following this model in order to most effectively use this funding.

1. The event is planned by a local team
2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
3. The enforcement is multijurisdictional and uses a saturation approach and participating officers make a large number of contacts during the event and issue infractions or citations to change public behavior around risky driving behaviors such as speeding, distracted driving and failing to use a seatbelt. The WTSC proposes that the default law enforcement response to a high risk driving behavior during an HVE event should be a citation/infraction.
4. The public is aware of the event before, during, and after the enforcement takes place. It's important to note that these messages must reach all target audiences, regardless of English proficiency in the community who use the transportation system.
5. Local media are engaged by the HVE planning team
6. Enforcement is highly visible – clearly more than a typical day.
7. The HVE event is evaluated
8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

The SUB-RECIPIENT, along with the regional traffic safety task force, TZM, and LEL, are responsible for meeting these elements of HVE. The WTSC will conduct public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.

The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts requests for modifications to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for overtime HVE enforcement in a variety of emphasis areas: impaired driving, distracted driving, seat belt use, and motorcycle safety patrols.

**Dispatch:**

WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

**Enforcement Standard:**

WTSC proposes that during enforcement, the default response of officers observing driving behaviors that contribute to serious injury and fatal collisions is the issuance of a citation or infraction. WTSC recognizes the need and value of officer discretion. While WTSC does not suggest mandatory enforcement on every contact, the goal of any enforcement activity is behavior modification.

**HVE Enforcement Plan Requirement:**

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem Statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy, to include how the multiple cultural groups in a community will be reached with these messages.
- Evaluation plan

**Media Contacts:**

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. **At least one individual from the SUB-RECIPIENT must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.**

**Standardized Field Sobriety Testing (SFST) Training Requirement:**

The SUB-RECIPIENT certifies that all officers participating in these patrols are SFST trained. WTSC's expectation is that each participating officer will make one DUI arrest per shift. If this standard is not met, participating agencies must submit an explanation to the TZM explaining why this standard was not met. Officers must also meet the following requirements:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- **For impaired driving HVE mobilizations, there is one additional requirement:**
  - **Officers must have made a DUI/DWI arrest within the past twelve months.**

The Following sections in the SOW are for specific enforcement emphasis areas:

### **Impaired Driving Enforcement:**

Impaired driving (also referred to as Driving Under the Influence, or DUI) remains a top priority for the WTSC. Year after year, roughly 50% of WA's vehicular fatalities are due to impaired driving. HVE has been shown to reduce impaired driving fatalities when the model is followed.

Overtime Impaired driving enforcement patrols must be planned and coordinated by the regional traffic safety taskforce, including the TZM and LEL. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m and will occur Thursday-Sunday. The WTSC requires that impaired driving HVE patrols are done using multijurisdictional collaboration.

The priority for this funding is participation in the national campaigns:

- Holiday DUI Patrols – December 11 – January 2
- Drive Sober or Get Pulled Over – August 19 – September 7

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m. and will occur Thursday-Sunday.

Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.

The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of two times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.

- Funding will pay for overtime for the mentor officer and the mentee officer.
- Mentees should demonstrate their ability to make one DUI arrest per shift following their mentoring.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as one contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning.

#### **Distracted Driving Enforcement:**

With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. The WTSC requires that distracted driving HVE patrols are conducted using a team approach with designated spotters. This approach has shown to best identify distracted driving violations. Minimum teams of 3 can conduct distracted driving HVE patrols – 1 spotter and at least 2 officers responding to violations.

In order to be eligible to receive distracted driving HVE funds in FFY2020, the SUB-RECIPIENT must have at least 1 citation issued during the FFY2019 On the Road Off the Phone campaign. Agencies that did not participate in the FFY2019 On the Road Off the Phone campaign are eligible for funding.

The priority for this funding is participation in the national campaign, On the Road Off the Phone, April 1 - 18, 2020. However, this funding can be expended outside of the national campaign, but the funds must only be used for distracted driving enforcement.

#### **Seat Belt Use Enforcement:**

Washington has one of the highest seatbelt use rates in the country, yet many of the state's vehicular fatalities and serious injuries involved unbelted drivers and passengers. Funding for seatbelt enforcement will be prioritized using data from WTSC's Research and Data Division, such as seatbelt use rates and fatal and serious injury data.

At this point, funding distribution has yet to be determined.

### **Motorcycle Safety Patrols**

The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

- It's A Fine Line – July 10 – 26

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols must take place Friday, Saturday, or Sunday during the It's A Fine Line campaign.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, SUB-RECIPIENT should include motorcycle officers in these patrols.

### **3.1. MILESTONES AND DELIVERABLES**

#### **Mobilization**

DUI Holiday Patrols  
Distracted Driving  
Click It or Ticket  
It's A Fine Line  
DUI Drive Sober or Get Pulled Over

#### **Dates**

December 11 – January 2  
April 1 – 18  
May 17 – 31  
July 10 – 26  
August 19 – September 7

### **3.2. COMPENSATION**

**3.2.1.** Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed the total grant award for the region, unless agreed upon by WTSC and the SUB-RECIPIENT. The funding award for the SUB-RECIPIENT'S region is detailed in section 3.3.

These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

**All law enforcement agencies who are active members of the Region 6 traffic safety task force are eligible to participate in this grant.** Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties.

**3.2.2.** WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:

- FICA
- Medicare
- Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
- Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

Comp-time is not considered overtime and will not be approved for payment.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

### **3.3. SUMMARY OF PROJECT COSTS**

The WTSC has awarded \$54,000.00 to the Region 6 traffic safety task force for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for Region 6 is as follows:

<b>Impaired Driving Patrols</b> (Section 402, CFDA 20.600)	\$25,000.00
<b>Distracted Driving Patrols</b> (Section 402, CFDA 20.600)	\$19,000.00
<b>Click It or Ticket</b> (Section 405b, CFDA 20.616)	\$0.00
<b>Motorcycle Safety</b> (164 Funds, CFDA 20.608)	\$10,000.00

**3.3.1.** The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

### **APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:**

### **4. PARTICIPATION REQUIREMENTS AND CONDITIONS**

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the "Multijurisdictional High Visibility Enforcement Protocols," which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

## **5. PERFORMANCE STANDARDS**

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

## **6. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Log to their regional TZM, or by other approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required when the functionality is available in WEMS.

## **7. ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

## **8. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

## **9. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

## **10. ASSIGNMENT**

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

## **11. ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

## **12. BILLING PROCEDURE**

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice



submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

Prior to activity and invoice submission by the SUB-RECIPIENT in WEMS, the SUB-RECIPIENT shall submit monthly invoices for reimbursement to the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following. . Note -- this will likely change when the new invoicing process is implemented.

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, **must be received by WTSC no later than August 10, 2020.** All invoices for goods received or services performed between July 1, 2020 and September 30, 2020, **must be received by WTSC no later than November 15, 2020.**

### **13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

### **14. COST PRINCIPLES**

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

### **15. COVENANT AGAINST CONTINGENT FEES**

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

### **16. DISPUTES**

**16.1.** Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the

Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

**16.2.** Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

## **17. GOVERNANCE**

**17.1.** This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

**17.2.** In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

**17.2.1.** Applicable federal and state statutes and rules

**17.2.2.** Terms and Conditions of this Agreement

**17.2.3.** Any Amendment executed under this Agreement

**17.2.4.** Any SOW executed under this Agreement

**17.2.5.** Any other provisions of the Agreement, including materials incorporated by reference

## **18. INCOME**

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

## **19. INDEMNIFICATION**

**19.1.** To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.

**19.2.** The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

19.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

## **20. INDEPENDENT CAPACITY**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

## **21. INSURANCE COVERAGE**

21.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.

21.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

## **22. LICENSING, ACCREDITATION, AND REGISTRATION**

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

## **23. RECORDS MAINTENANCE**

23.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.

23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

## **24. RIGHT OF INSPECTION**

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according

to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

## **25. RIGHTS IN DATA**

**25.1.** WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

**25.2.** If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.

**25.3.** The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

## **26. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

## **27. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **28. SITE SECURITY**

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

## **29. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

## **30. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

## **31. TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

## **32. TREATMENT OF ASSETS**

**32.1.** Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.

**32.2.** Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.

**32.3.** The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.

**32.4.** If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.

**32.5.** The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

**32.6.** All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

### **33. WAIVER**

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

## **APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):**

### **34. BUY AMERICA ACT**

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

### **35. DEBARMENT AND SUSPENSION**

#### **Instructions for Lower Tier Certification**

**35.1.** By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.

**35.2.** The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**35.3.** The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**35.4.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.

**35.5.** The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

**35.6.** The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.

**35.7.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

**35.8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**35.9.** Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

**35.10.** The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**35.11.** Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

#### **36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

**36.1.** The SUB-RECIPIENT shall:

**36.1.1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

**36.1.2.** Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.

**36.1.3.** Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.

**36.1.4.** Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.

**36.1.5.** Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

**36.1.6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

### **37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

### **38. FEDERAL LOBBYING**

**38.1.** The undersigned certifies, to the best of his or her knowledge and belief, that:

**38.1.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

**38.1.2.** 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, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

**38.1.3.** The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

**38.2.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **39. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)**

**39.1.** During the performance of this Agreement, the SUB-RECIPIENT agrees:

**39.1.1.** To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.

**39.1.2.** Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.

**39.1.3.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.

**39.1.4.** That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.

**39.1.5.** To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

#### **40. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### **41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

#### **42. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

#### **43. DESIGNATED CONTACTS**

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

<b>The Contact for the SUB-RECIPIENT is:</b>	<b>The Contact for the Target Zero Manager is:</b>	<b>The Contact for WTSC is:</b>
Mitch Lackey Chief of Police - Camas PD mlackey@cityofcamas.us 360-834-4151	Hilary Torres Region 6 Target Zero Manager targetzero@hilarytorres.com 360-721-6454	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

#### **44. AUTHORITY TO SIGN**

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

	<b>WASHINGTON TRAFFIC SAFETY COMMISSION</b>
_____ Signature	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	_____ Title
_____ Date	_____ Date



## 2020 Legislative Agenda

1. Transportation Funding – Increase cities transportation resources.
2. SR-14 Improvements – \$35 million for the SR-14 West Slough Bridge Project.
3. SR-500 Improvements – Widening and multi-modal improvements to the SR-500 Corridor north of Lake Road, including replacement of the Everett Street Bridge.
4. Support Parks Maintenance – Support the bill to allow local agencies to place a proposition on the ballot for a 1/10th of 1% sales tax option to support parks acquisition, construction, improvement and maintenance.
5. Address a failing behavioral health system – Community-based facilities are needed to address individuals severely disabled by their mental health or chemical dependency.
6. Fund a systems approach to correct fish-blocking culverts – The state is focusing on solving the culvert problem in the state system. We will not address the needs unless we have a funding that includes all of the local agency culverts in the state-wide system.
7. Local Government Funding – Ensure cities fiscal health with reliable and flexible sources that can be tailored to meet local needs and support essential community services. Approve new local requirements when adequately funded.
8. Fully Fund Public Works Trust Fund (PWTF)
9. Create Tax Increment Financing (TIF) for cities

## 2020 COUNCIL APPOINTMENTS

Board/ Committee/ Commission	Full Name	Position
Bee Committee	Ellen Burton	Liaison
Camas Youth Advisory Council (CYAC)	Ellen Burton	Liaison
Camas-Washougal Economic Development Association (CWEDA)	Barry McDonnell	Liaison
	Steve Hogan	Alternate
City/School Committee	Don Chaney	Liaison
	Barry McDonnell	Alternate
Clark Regional Emergency Services Agency (CRESA)	Don Chaney	Liaison
Columbia River Economic Development Council (CREDC)	Ellen Burton	Liaison
Communication Committee	Bonnie Carter	Liaison
	Ellen Burton	Liaison
Community Development Block Grant	Barry McDonnell	Liaison
C-TRAN	Greg Anderson	Liaison
	Melissa Smith	Alternate
CW Chamber of Commerce	Melissa Smith	Liaison
	Bonnie Carter	Alternate
Design Review Committee	Melissa Smith	Liaison
Downtown Camas Association	Shannon Roberts	Liaison
	Bonnie Carter	Alternate
East County Ambulance Advisory Board (ECAAB)	Shannon Roberts	Liaison
	Steve Hogan	Alternate
Economic Development Strategy Committee for Economic Incentives	Greg Anderson	Liaison
	Steve Hogan	Liaison
	Barry McDonnell	Liaison
Finance Committee	Don Chaney	Liaison
	Steve Hogan	Liaison
	Bonnie Carter	Liaison
Fire - Joint Policy Advisory Committee (JPAC)	Don Chaney	Liaison
	Greg Anderson	Liaison
	Ellen Burton	Liaison

Fire/Emergency Medical Services Partnership	Greg Anderson	Liaison
	Barry McDonnell	Liaison
GP Mill Advisory Committee	Steve Hogan	Liaison
	Shannon Roberts	Liaison
	Barry McDonnell	Liaison
LEOFF Disability Board	Melissa Smith	Board Member
	Don Chaney	Board Member
Library Board	Bonnie Carter	Liaison
	Ellen Burton	Alternate
Lodging Tax Advisory Committee	Shannon Roberts	Liaison
Lower Columbia Fish Recovery Board - Regional Cities Rep	No assignment	
Mayor Pro-Tem		Alternate
Parks & Recreation Commission	Melissa Smith	Liaison
	Shannon Roberts	Alternate
Planning Commission	Shannon Roberts	Liaison
	Ellen Burton	Alternate
Port of Camas-Washougal	Melissa Smith	Liaison
Public Safety Committee	Don Chaney	Liaison
	Greg Anderson	Liaison
	Ellen Burton	Liaison
Public Works Committee	Bonnie Carter	Liaison
	Steve Hogan	Alternate
Regional Transportation Council (RTC) (Washougal 2020 Liaison)	Melissa Smith	Alternate
Shoreline Management Review Committee	Ellen Burton	Liaison
Sister Cities Committee	Ellen Burton	Liaison
	Barry McDonnell	Alternate

RESOLUTION NO. 19-017

A RESOLUTION adopting salary scales for non-represented employees.

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

I

The salary scales for all non-represented employees, including seasonal employees and interns, shall be as set forth in the salary schedule attached hereto as Exhibit "A" with an effective date of January 1, 2020.

II

PASSED BY the Council and approved by the Mayor this 16<sup>th</sup> day of December, 2019.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

Exhibit A

Non-Represented Position Salary Scale  
Effective 1/1/2020

Position	1	2	3	4	5	6	7
Administrative Assistant/Deputy City Clerk	4955	5119	5282	5446	5610	5772	5936
Administrative Services Director	9676	9996	10314	10634	10952	11272	11591
Assistant Finance Director	8384	8661	8936	9213	9490	9767	10042
Building Division Manager/Building Official	7620	7870	8122	8373	8625	8876	9126
City Administrator	11715	12102	12488	12875	13260	13647	14033
Community Development Director	9676	9996	10314	10634	10952	11272	11591
Division Chief/Emergency Medical Services	9225	9529	9834	10138	10442	10746	11050
Division Chief/Fire Marshal	9225	9529	9834	10138	10442	10746	11050
Engineering Manager	8384	8661	8936	9213	9490	9767	10042
Finance Director	9676	9996	10314	10634	10952	11272	11591
Fire Chief	10647	10998	11350	11701	12051	12403	12754
Human Resources Assistant	4955	5119	5282	5446	5610	5772	5936
Information Technology Director	8384	8661	8936	9213	9490	9767	10042
Library Director	8384	8661	8936	9213	9490	9767	10042
Operations Supervisor - W/S	6925	7153	7382	7610	7838	8067	8294
Operations Supervisor - Wastewater	6925	7153	7382	7610	7838	8067	8294
Parks and Recreation Manager	7620	7870	8122	8373	8625	8876	9126
Planning Manager	7620	7870	8122	8373	8625	8876	9126
Police Captain	8384	8661	8936	9213	9490	9767	10042
Police Chief	10151	10486	10819	11154	11489	11824	12158
Public Works Director	9676	9996	10314	10634	10952	11272	11591
Public Works Operations Supervisor	7620	7870	8122	8373	8625	8876	9126
Technology and Collections Manager	6294	6501	6709	6916	7124	7331	7539
Utilities Manager	8384	8661	8936	9213	9490	9767	10042
HS Interns	13.50	14.00	14.50	-	-	-	-
College Interns	14.50	15.00	15.50	-	-	-	-
Seasonal Maintenance Worker	15.00	15.50	16.00	-	-	-	-
Summer Maintenance Worker	15.00	15.50	16.00	-	-	-	-
Recreation Leader	15.00	15.50	16.00	-	-	-	-
Recreation Aide	13.50	14.00	14.50	-	-	-	-

RESOLUTION NO. 19-018

A RESOLUTION revising the City of Camas fee schedule for 2020.

WHEREAS, the City of Camas has established a Fee Schedule pursuant to its authority to establish fees and charges for services provided by the City; and

WHEREAS, it is prudent business to review fees and charges imposed by the City; and

WHEREAS, it is necessary to establish such fees at rates that reasonably assure recovery of the full direct and indirect costs of the time and materials expended to provide the service for which the fee is charged; and

WHEREAS, it should be understood that these fees and charges are an important part of the resources for the operation of the City and in many cases do not cover the costs involved; and

WHEREAS, the fee schedule and administrative provisions set forth in this resolution are supported by the analysis performed by the City and adjusted by inflation; and

WHEREAS, it is desirable to improve the City's ability to communicate its fees and charges to its citizens and customers through the preparation of a consolidated fee schedule.

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

I

The fees and charges on the attached Exhibit "A" are adopted and made part of the City of Camas Fee Schedule effective January 1, 2020.



II

On January 1 of each year, the fees set forth in this Resolution may increase (if allowed by law) by the rate of increase, if any, of the Consumer Price Index for All Urban Consumers (CPI-U) Western Region, All Items, July to July Index, published by the Bureau of Labor Statistics in the year prior. Fees will be rounded to the nearest whole dollar.

III

ADOPTED by the Council of the City of Camas and approved by the Mayor this 16<sup>th</sup> day of December, 2019.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

## 2020 City of Camas Fee Schedule

Fee Description	Notes	Fees
<b>ADMINISTRATIVE FEES</b>		
<b>Public Records</b>		
Photocopies of Public Records, printed copies of electronic when requested by the person requesting records, or for use of agency equipment to photocopy records - Black & White	per page	\$0.15
Photocopies of Public Records, printed copies of electronic when requested by the person requesting records, or for use of agency equipment to photocopy records - Color	per page	\$0.85
Public Records scanned into an electronic format or for use of agency equipment to scan records	per page	\$0.10
Each electronic file or attachment uploaded to email, cloud-based data storage service or other means of electronic delivery	per electronic file	\$0.05
Transmission of Public Records in an electronic format or for the use of agency equipment to send the records electronically	per gigabyte	\$0.10
Camas Municipal Code Book	Actual Cost	
Compact Disk of Council Meeting	each	\$1.00
Map - 11 x 17 Color		\$4.00
Map - 24 x 36 print		\$4.00
Map - 24 x 36 color original		\$8.00
Map - 42 x 36 print		\$8.00
Map - 42 x 36 color original		\$15.00
Non-Sufficient Funds		\$31.00
Photos	Actual Cost	
Photos - Digital Black & White	per page	\$0.15
Photos - Digital Color	per page	\$1.25
Postage	Actual Cost	
Tape of Council Meeting		\$6.00
<b>COMMUNITY DEVELOPMENT, BUILDING, ENGINEERING &amp; PLANNING FEES</b>		
<b>Building Permit Fees Total Valuation</b>		
\$1.00 to \$500.00		\$28.00
\$501.00 to \$2,000.00	\$28 for the first \$500.00 plus \$4 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.	
\$2,001.00 to \$25,000.00	\$88 for the first \$2,000.00 plus \$17 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.	
\$25,001.00 to \$50,000.00	\$479 for the first \$25,000.00 plus \$12 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.	
\$50,001.00 to \$100,000.00	\$779 for the first \$50,000.00 plus \$9 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.	
\$100,001.00 to \$500,000.00	\$1,229 for the first \$100,000.00 plus \$7 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.	

\$500,001.00 to \$1,000,000.00	\$4,029 for the first \$500,000.00 plus \$6 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.	
\$1,000,001.00 and up	\$7,029 for the first \$1,000,000.00 plus \$5 for each additional \$1,000.00, or fraction thereof.	
<b>Inspections &amp; Fees</b>		
Inspections During Non-Business Hours (minimum charge 2 hours)	per hour	\$ 79.00
Re-inspection Fees	per hour	\$ 79.00
Inspections for which No Fee is Specifically Indicated (minimum charge - one half hour)	per hour	\$ 79.00
Additional Plan Review for Changes, Additions or Revisions to Plans (minimum charge - one half hour)	per hour	\$ 79.00
Use of Outside Consultants for Plan Checking and Inspections, or both	Actual Costs <sup>1</sup>	
Reissue of Lost Permit		\$ 40.00
Reissue of Lost or Damaged Approved Construction Plans & Documents		\$ 79.00
Impact Fee Deferral	\$512 plus pass through lien filing/release fee per dwelling	
Latecomer Pass-Through Fee		\$ 56.00
Transfer of Developer Credits	per lot	\$ 56.00
<sup>1</sup> Actual costs include administrative and overhead costs.		
<b>Building Valuation Table</b>		
Building Valuation Table	100% of ICC Building Safety Journal Building Valuation Data	
<b>Grading Plan Review Fees</b>		
Additional Plan Review required by Changes, Additions or Revisions to Approved Plans (minimum charge - one half hour)	per hour	\$ 79.00
<b>Other Grading Fees</b>		
Inspections Outside of Normal Business Hours (minimum charge - 2 hours)	per hour	\$ 79.00
Reinspection Fees, per Inspection	per hour	\$ 79.00
Inspections for which no fee is specifically indicated (minimum charge -one half hour)	per hour	\$ 79.00
<sup>1</sup> The fee for a grading permit authorizing additional work under a valid permit shall be the difference between the fee paid for the original permit and the fee shown for the entire project.		
<b>Mechanical Permit Fees</b>		
Mechanical Permit		\$ 40.00
<b>Unit Fee Schedule - Does not include permit issuance fee</b>		
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW)		\$ 28.00
For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3kW)		\$ 33.00
For the installation or relocation of each floor furnace, including vent		\$ 28.00
For the installation or relocation of each suspended heater, recessed wall heater or floor-mounted heater		\$ 28.00

<b>Appliance Vents</b>		
For the installation, relocation or replacement of each appliance vent installed and not included in an appliance permit		\$ 13.00
<b>Repairs or Additions</b>		
Repair or alteration or addition to heating appliance, refrigeration unit, cooking unit, absorption unit or heating, cooling, absorption or evaporative cooling system including installation of controls regulated by Mechanical Code		\$ 24.00
<b>Boilers, Compressor and Absorption Systems</b>		
For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3kW)		\$ 28.00
For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW), to and including 15 horsepower (52.7 kW) or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW)		\$ 50.00
For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), to or including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including 1,000,000 Btu/h (293.1 kW)		\$ 68.00
For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), to or including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW)		\$ 95.00
For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)		\$ 157.00
<b>Air Handlers</b>		
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto Note: This fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code		\$ 20.00
For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719L/s)		\$ 34.00
<b>Evaporative Coolers</b>		
For each evaporative cooler, other than a portable type		\$ 19.00
<b>Ventilation &amp; Exhaust</b>		
For each ventilation fan connected to a single duct		\$ 13.00
For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit		\$ 20.00
For the installation of each hood which is served by a mechanical exhaust, including ducts for such hood		\$ 19.00
<b>Incinerators</b>		
For the installation or relocation of each domestic-type incinerator		\$ 34.00
For the installation or relocation of each commercial or industrial-type incinerator		\$ 25.00
<b>Miscellaneous</b>		
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table		\$ 18.00

<b>Gas Piping System</b>		
For each gas piping system of one to four outlets		\$ 9.00
For each gas piping exceeding four, each		\$ 3.00
For each hazardous process piping system (HPP) of one to four outlets		\$ 9.00
For each hazardous process piping of five or more outlets, per outlet		\$ 3.00
For each non-hazardous process piping system (NPP) of one to four outlets		\$ 5.00
For each non-hazardous piping system of five or more outlets, per outlet		\$ 2.50
<b>Other Inspections &amp; Fees</b>		
Inspections outside of normal business hours, per hour (minimum charge 2 hours)	per hour	\$ 79.00
Reinspection fees, per inspection		\$ 79.00
Inspections for which a fee is specifically indicated, per hour (minimum charge - one half hour)	per hour	\$ 79.00
Additional plan review time required by changes, additions, or revisions to plans or plans for which an initial review has been completed, per hour (minimum charge - one half hour)	per hour	\$ 79.00
<b>Plumbing Permit Fees</b>		
For issuance of each permit		\$ 40.00
<b>Unit Fee Schedule (in addition to 2 items above)</b>		
For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection thereof)		\$ 13.00
For each building sewer and each trailer park sewer		\$ 28.00
Rainwater systems - per drain (inside building)		\$ 13.00
For each water heater and/or vent		\$ 13.00
For each gas-piping system of one to five outlets		\$ 9.00
For each additional gas-piping systems outlet, each outlet		\$ 3.00
For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps		\$ 13.00
For each installation, alteration or repair of water piping and/or water treating equipment, each		\$ 13.00
For each repair or alteration of drainage or vent piping, each fixture		\$ 13.00
For each lawn sprinkler system on any one meter including backflow protection devices thereof		\$ 13.00
For atmospheric-type vacuum breaker not included in item above:		
one to five		\$ 9.00
over five, each		\$ 3.00
For each backflow protective device other than atmospheric type vacuum breakers:		
two inch (51 mm) diameter and smaller		\$ 13.00
over two inch (51 mm) diameter		\$ 28.00
For each graywater system		\$ 68.00
For each annual cross-connection testing of a reclaimed water system (excluding initial test)	per hour	\$ 79.00
For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas		\$ 84.00
For each additional medical gas inlet(s)/outlet(s)		\$ 9.00

<b>Other Inspections &amp; Fees</b>		
Inspections outside of normal business hours (minimum charge - two hours)	per hour	\$ 79.00
Reinspection fees, per inspection		\$ 79.00
Inspections for which no fee is specifically indicated (minimum charge - one half hour)	per hour	\$ 79.00
Additional plan review required by changes, additions, or revisions to approved plans (minimum charge - one half hour)	per hour	\$ 79.00
*Per hour for each hour worked, minimum charge: one hour		
Demolition Permit		\$ 27.00
Encroachment Permit	first \$1,500 construction value	\$ 34.00
Encroachment Permit	over \$1,500 construction value \$29.00 plus 2.5% of construction value	
Encroachment Permit extension		\$ 29.00
<b>Planning Fees</b>		
Annexation - 10% petition		\$ 849.00
Annexation - 60% petition		\$ 3,608.00
Appeal Fee		\$ 392.00
Archaeological Review		\$ 135.00
Binding Site Plan	plus \$24 per unit	\$ 1,848.00
Boundary Line Adjustment		\$ 101.00
Comprehensive Plan Amendment		\$ 5,729.00
Conditional Use Permit - Residential	plus \$103 per unit	\$ 3,360.00
Conditional Use Permit - Non-Residential		\$ 4,256.00
Continuance of Public Hearing		\$ 515.00
Critical or Sensitive Areas	fee per type (wetlands, steep slopes/ potentially unstable soils, streams & watercourses, vegetation removal, wildlife habitat)	\$ 762.00
Design Review - Minor		\$ 426.00
Design - Review -Committee		\$ 2,335.00
Development Agreement	first hearing	\$ 862.00
Development Agreement Continuance or Additional Hearing		\$ 530.00
Engineering Construction Inspection Overtime	Actual Cost - calculation based on time worked and actual staff overtime rate	
Engineering Grading Plan Review & Construction Fee	3% of estimated construction costs	
Franchise Agreement Administrative Fee		\$ 5,120.00
Gates/Barrier on Private Street Review Fee		\$ 1,024.00
Home Occupation - Minor	Notification	\$ -
Home Occupation - Major		\$ 68.00
LI/BP Development	plus \$40 per 1,000 sf of GFA	\$ 4,256.00
Lot Line Adjustment		\$ 100.00
Minor Modifications to Approved Development		\$ 340.00
Modification to Approved Construction Plans		\$ 415.00
Planned Residential Development	Per unit plus subdivision fee	\$ 34.00
Plat, Preliminary - Short Plat	4 lots or less: per lot	\$ 1,904.00
Plat, Preliminary - Short Plat	5 lots or more: plus \$246 per lot	\$ 7,055.00
Plat, Preliminary Subdivision	plus \$246 per lot	\$ 7,055.00
Plat, Final - Short Plat		\$ 197.00
Plat, Final - Subdivision		\$ 2,335.00
Plat Modification/Alteration		\$ 1,176.00
Pre-Application Conference for Type III or IV	General	\$ 348.00

Pre-Application Conference for Type III or IV	Subdivision	\$ 896.00
SEPA		\$ 796.00
Shoreline Permit		\$ 1,176.00
Sign Permit - General Sign	exempt if building permit is required	\$ 40.00
Sign Permit - Master Sign Permit		\$ 124.00
Site Plan Review - Residential	plus \$33 per lot	\$ 1,132.00
Site Plan Review - Non-Residential	plus \$67 per 1,000 sf of GFA	\$ 2,828.00
Site Plan Review - Mixed Use	plus \$33 per residential unit plus \$67 per 1,000 sf of GFA	\$ 3,987.00
Storm Water Review Fee - Single Family Residence		\$ 205.00
Temporary Use Permit		\$ 79.00
Variance - Minor		\$ 683.00
Variance - Major		\$ 1,273.00
Zone Change	single tract	\$ 3,289.00
<b>Sexually Oriented Businesses</b>		
Live Entertainment Application Fee		\$ 873.00
Live Entertainment License Fee	Renewal Date 12/31	\$ 292.00
Live Entertainment Renewal Fee		\$ 292.00
Live Entertainment Renewal Fee - 1/2 Year	After 6/30	\$ 152.00
Other Sexually Oriented Business Application Fee		\$ 583.00
Other Sexually Oriented Business License Fee	Renewal Date 12/31	\$ 292.00
Other Sexually Oriented Business Renewal Fee		\$ 292.00
Other Sexually Oriented Business Renewal Fee - 1/2 Year	After 6/30	\$ 152.00
Manager's License Application Fee		\$ 123.00
Manager's License Fee	Renewal Date 12/31	\$ 61.00
Manager's License Renewal Fee		\$ 61.00
Manager's License Renewal Fee - 1/2 Year	After 6/30	\$ 34.00
Entertainer's License Application Fee		\$ 123.00
Entertainer's License Fee	Renewal Date 12/31	\$ 61.00
Entertainer's License Renewal Fee		\$ 61.00
Entertainer's License Renewal Fee - 1/2 Year	After 6/30	\$ 34.00
<b>FINANCE FEES</b>		
<b>Ambulance</b>		
ALS In-District		\$ 807.00
ALS Out-of-District		\$ 1,288.00
BLS In-District		\$ 807.00
BLS Out-of-District		\$ 1,288.00
Extra Attendant		\$ 179.00
Late Fee		\$ 31.00
Mileage (in district)	per mile	\$ 20.00
Mileage (out of district)	per mile	\$ 22.00
Non-emergency transport		\$ 605.00
Patient treated - no transport		\$ 213.00
Ambulance - annual license		\$ 62.00

<b>Cemetery</b>		
<b>Lots - Full Burial</b>		
Adult - Flat Marker		\$1,100.00
Adult - Upright Marker		\$2,300.00
Child under 5 years in Garden of Angels		\$300.00
<b>Cremains</b>		
Single Niche Garden of Faith		\$900.00
Single Niche Premium		\$1,100.00
Single Niche Standard		\$900.00
Double Niche Premium		\$1,695.00
Double Niche Standard		\$1,425.00
4 x 4 Foot Ground Lot		\$526.00
<b>Liners</b>		
Cremains Liner (Single Urn Vaults)		\$230.00
Cremains Liner (Double Urn Vaults)		\$385.00
Niche Wall (Single Bronze Urns)		\$165.00
Urn Vault Liner (Wooden Urns)		\$270.00
<b>Open &amp; Close Fees</b>		
Disinterment Charges	Includes Inspection / Staking fees and Deed Transfer Fees	\$500.00
Cremains - Added with a Full Burial Lot		\$385.00
Cremains - 4 x 4 Lot		\$385.00
Cremains - Niche Wall	does not include engraving	\$350.00
Saturday Services - (in addition to)		\$250.00
Sunday/Holiday Services - (in addition to)		\$450.00
<b>Locating, Marker &amp; Staking Fees</b>		
Staking & Inspection (cremains & grave lots)		\$125.00
Marker Setting Fee		\$125.00
<b>Miscellaneous Additional Charges</b>		
Remembrance Wall - Inscription	pass through from vendor	
Engraving of Niche Wall	pass through from vendor	
Deed Transfers/Replacement Deeds		\$35.00
Maintenance Fund Lot		\$200.00
Maintenance Fund Niche		\$250.00
Marker Replacement Vase		\$50.00
Second Rite of Burial	one full burial & two cremains/three cremains per lot	\$350.00
<b>Other License &amp; Permits</b>		
Dog License - life time		\$34.00
Dog License - replacement		\$6.00
Guard Dog		\$61.00
Pawnbroker's/Second Hand Dealer - 2 yr. license		\$123.00
Solicitor's License application/back ground check		\$51.00
Solicitor's License New or Renewal		\$34.00
Special Event Permit		\$45.00
Taxicab - annual license	issued after 7/1 - half of fee	\$45.00
Taxicab per vehicle		\$13.00



Taxi Driver's license		\$7.00
Taxi Driver's License Renewal		\$7.00
Vehicle Restoration Permit	(added 2019 as omitted in error)	\$28.00
<b>Utilities</b>		
Lien Filing Fee	pass through fees from Clark County	
New Utility Account Set-Up Fee		\$26.00
Title Check Fee	plus pass through fee from vendor	\$15.00
Utility Late Fee	5% of past due balance minimum \$15	\$15.00
Utility Service Call Fee	first call free, additional each	\$26.00
<b>Water - Sewer</b>		
Portable Hydrant Meter Rental - Deposit	Refundable - damage dependent	\$1,210.00
Portable Hydrant Meter Rental - Placement Fee		\$102.00
STEP/STEF Inspection		\$174.00
STEP/STEF Reinspection	per inspection	\$79.00
Temporary Water Service	to be determined based on meter size and use	
Water Meter Installation - 3/4" Meter		\$394.00
Water Meter Installation - 1" Meter		\$438.00
Water Meter Installation - 1.5" Meter		\$837.00
Water Meter Installation - 1.5" Turbine Meter		\$1,056.00
Water Meter Installation - 2" Meter		\$2,040.00
2" Service with 1.5" Meter	in addition to 1.5" Water Meter Installation fee	\$500.00
Water Service Connection by City (requires written approval)	time and materials as determined by PW Director	
Water Meter Installation Reinspection		\$79.00
Water Disconnection at Owner's Request		\$36.00
Water Disconnection for Non-Payment		\$46.00
Water Reconnection After Hours		\$92.00
Padlocking Water Meter		\$46.00
Removal of Water Meter		\$46.00
Wrongfully or Illegally Reconnection		\$250.00
Water Meter Testing	deposit to be returned if meter found to be operating within range	\$220.00
Sewer Service Installation by City (requires written approval)	time and materials as determined by PW Director	
<b>Solid Waste</b>		
<b>Extra Items</b>		
Barbeque		\$7.00
Bicycle		\$12.00
Car Tire		\$8.00
Car Tire w/Rim		\$12.00
Chair/Recliner		\$12.00
Christmas Tree	no taller than five feet	\$12.00
Microwave (Large)		\$8.00
Microwave (Small)		\$5.00
Table		\$25.00
Toilet		\$14.00
Truck Tire		\$26.00
Truck Tire w/rim		\$38.00

<b>Recycling/Yard Debris</b>		Pass through from vendor	
<b>FIRE DEPARTMENT (FMO)</b>			
<b>Development Review</b>			
Commercial Site Plans - Review Fee			\$208.00
Commercial Site Plans - Inspection Fee			\$208.00
Subdivision or PRD - Review Fee			\$174.00
Subdivision or PRD - Inspection Fee			\$174.00
Pre-Application Conference - Review Fee			\$140.00
Other Land Use Applications - Review Fee			\$140.00
Other Land Use Applications - Inspection Fee			\$140.00
<b>Building Construction/Change of Use or Occupancy</b>			
A, B, E, F, M, R Occupancies 0-1,000 sq. ft. - Review Fee			\$106.00
A, B, E, F, M, R Occupancies 0-1,000 sq. ft. - Inspection Fee			\$106.00
A, B, E, F, M, R Occupancies 1,001-5,000 sq. ft. - Review Fee			\$140.00
A, B, E, F, M, R Occupancies 1,001-5,000 sq. ft. - Inspection Fee			\$106.00
A, B, E, F, M, R Occupancies 5,001-10,000 sq. ft. - Review Fee			\$174.00
A, B, E, F, M, R Occupancies 5,001-10,000 sq. ft. - Inspection Fee			\$140.00
A, B, E, F, M, R Occupancies 10,001-20,000 sq. ft. - Review Fee			\$215.00
A, B, E, F, M, R Occupancies 10,001-20,000 sq. ft. - Inspection Fee			\$174.00
A, B, E, F, M, R Occupancies 20,001-40,000 sq. ft. - Review Fee			\$257.00
A, B, E, F, M, R Occupancies 20,001-40,000 sq. ft. - Inspection Fee			\$207.00
Each Additional 20,000 sq. ft. - Review Fee			\$42.00
Each Additional 20,000 sq. ft. - Inspection Fee			\$34.00
Portable Classroom - Review Fee			\$157.00
Portable Classroom - Inspection Fee			\$157.00
H1 Occupancy - Review Fee			\$415.00
H1 Occupancy - Inspection Fee			\$415.00
H2 Occupancy - Review Fee			\$415.00
H2 Occupancy - Inspection Fee			\$415.00
H3 Occupancy - Review Fee			\$460.00
H3 Occupancy - Inspection Fee			\$460.00
H4 Occupancy - Review Fee			\$314.00
H4 Occupancy - Inspection Fee			\$314.00
H5 Occupancy - Review Fee			\$571.00
H5 Occupancy - Inspection Fee			\$571.00
I Occupancy - Review Fee			\$314.00
I Occupancy - Inspection Fee			\$208.00
S Occupancy - Review Fee			\$208.00
S Occupancy - Inspection Fee			\$208.00
Each additional 10,000 sq. ft. - Review Fee			\$106.00
Each additional 10,000 sq. ft. - Inspection Fee			\$106.00
Building or Structure for Special or Temporary Use - Review Fee			\$157.00
Building or Structure for Special or Temporary Use - Inspection Fee			\$157.00

<b>Fire Alarm System</b>		
Fire Alarm - Minor Alteration - Review Fee		\$106.00
Fire Alarm - Minor Alteration - Inspection Fee		\$106.00
Fire Alarm - Zoned System 1 Zone - Review Fee		\$157.00
Fire Alarm - Zone System 1 Zone - Inspection Fee		\$157.00
Each Additional Zone - Review Fee		\$72.00
Each Additional Zone - Inspection Fee		\$72.00
Fire Alarm - Addressable System, 1 to 20 Devices - Review Fee		\$157.00
Fire Alarm - Addressable System, 1 to 20 Devices - Inspection Fee		\$157.00
Fire Alarm - Addressable System 21 or more Devices		
\$157 + \$2 per each Additional Device - Review Fee	calculated	
\$157 + \$2 per each Additional Device - Inspection Fee	calculated	
<b>Fire Extinguishing System</b>		
New System NFPA 13 - Single Riser - Review Fee		\$314.00
New System NFPA 13 - Single Riser - Inspection Fee	includes five inspections	\$314.00
Each Additional Inspection		\$106.00
Each Additional Riser - Review Fee		\$314.00
Each Additional Riser - Inspection Fee	includes five inspections	\$314.00
Each Additional Inspection		\$106.00
New System NFPA 13D (Single Family) - Inspection Fee		\$106.00
Alteration to Fire Sprinkler Systems - Review Fee		\$106.00
Alteration to Fire Sprinkler Systems - Inspection Fee		\$106.00
New System NFPA 13R (Per Building) - Review Fee		\$208.00
New System NFPA 13R (Per Building) - Inspection Fee	includes four inspections	\$208.00
Each Additional Inspection		\$106.00
Underground Fire Sprinkler Mains - Review Fee		\$157.00
Underground Fire Sprinkler Mains - Inspection Fee		\$157.00
Standpipe System/Wet or Dry - Review Fee		\$106.00
Standpipe System/Wet or Dry - Inspection Fee		\$106.00
Commercial Cooking Extinguishing System/Protection - Review Fee		\$157.00
Commercial Cooking Extinguishing System/Protection - Inspection Fee		\$157.00
Other Extinguishing Systems - Review Fee		\$258.00
Other Extinguishing Systems - Inspection Fee		\$258.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems - Review Fee		\$258.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems - Inspection Fee		\$258.00
<b>Hazardous Operations</b>		
Smoke Removal Systems - Review Fee		\$258.00
Smoke Removal Systems - Inspection Fee		\$258.00
Application of Flammable Finishes - Review Fee		\$258.00
Application of Flammable Finishes - Inspection Fee		\$258.00
Commercial Drying Ovens - Review Fee		\$157.00
Commercial Drying Ovens - Inspection Fee		\$157.00
Organic Coating Systems - Review Fee		\$157.00
Organic Coating Systems - Inspection Fee		\$157.00
Dip Tanks, Listed Spray Booths - Review Fee		\$140.00
Dip Tanks, Listed Spray Booths - Inspection Fee		\$106.00
Unlisted Spray Booths - Review Fee		\$208.00

Unlisted Spray Booths - Inspection Fee		\$140.00
Semiconductor Fabrication HPM Tool Installation - Review Fee		\$258.00
Semiconductor Fabrication HPM Tool Installation - Inspection Fee		\$258.00
Other Hazardous Material Equipment & Systems - Review Fee		\$258.00
Other Hazardous Material Equipment & Systems - Inspection Fee		\$258.00
Compressed Gas System (greater than exempt amounts) - Review Fee		\$314.00
Compressed Gas System (greater than exempt amounts) - Inspection Fee		\$314.00
Refrigeration Systems - Review Fee		\$258.00
Refrigeration Systems - Inspection Fee		\$140.00
LPG Tank Installation (greater than 125 gal.) - Review Fee		\$157.00
LPG Tank Installation (greater than 125 gal.) - Inspection Fee		\$157.00
Dispensing and use of LPG - Review Fee		\$174.00
Dispensing and use of LPG - Inspection Fee		\$140.00
Dispensing and use of Combustible/Flammable Liquids Above Ground Tanks - Review Fee		\$174.00
Dispensing and use of Combustible/Flammable Liquids Above Ground Tanks - Inspection Fee		\$140.00
Dispensing and use of Combustible/Flammable Liquids Underground Tanks - Review Fee		\$415.00
Dispensing and use of Combustible/Flammable Liquids Underground Tanks - Inspection Fee		\$415.00
Aerosols - Review Fee		\$157.00
Aerosols - Inspection Fee		\$157.00
CO2 Monitoring Systems - Review Fee		\$0.00
CO2 Monitoring Systems - Inspection Fee		\$106.00
<b>Hazardous Materials</b>		
Storage, Dispensing & Use of Hazardous Materials - Review Fee		\$415.00
Storage, Dispensing & Use of Hazardous Materials - Inspection Fee		\$415.00
HMIS - Review Fee		\$208.00
HMIS - Inspection Fee		\$208.00
HMMP - Review Fee		\$314.00
HMMP - Inspection Fee		\$314.00
Decommissioning Underground Storage Tank - Review Fee		\$157.00
Decommissioning Underground Storage Tank - Inspection Fee		\$106.00
<b>Explosive Materials</b>		
Explosive Storage & Use/Blast Permit - Review Fee		\$415.00
Explosive Storage & Use/Blast Permit - Inspection Fee		\$208.00
Blast Permit Review Fee - if costs exceed standard fee	pass through from vendor	
Blast Permit Inspection Fee - if costs exceed standard fee	pass through from vendor	
Storage of black or smokeless powder, small arms ammunition, precession caps, and primers for consumer consumption - Review Fee		\$106.00
Storage of black or smokeless powder, small arms ammunition, precession caps, and primers for consumer consumption - Inspection Fee		\$106.00
Manufacture, assembly, testing of ammunition, fireworks, blasting agents, and other explosives or explosive material - Review Fee		\$140.00
Manufacture, assembly, testing of ammunition, fireworks, blasting agents, and other explosives or explosive material - Inspection Fee		\$106.00
Other storage, use, handling, or demolition of explosives or explosive material - Review Fee		\$426.00
Other storage, use, handling, or demolition of explosives or explosive material - Inspection Fee		\$140.00

Magazines (Explosives) - Review Fee		\$208.00
Magazines (Explosives) - Inspection Fee		\$208.00
Fireworks Stand - Review Fee		\$50.00
Fireworks Stand - Inspection Fee		\$50.00
Fireworks Display - Review Fee		\$208.00
Fireworks Display - Inspection Fee		\$208.00
Pyrotechnic special effects - Review Fee		\$106.00
Pyrotechnic special effects - Inspection Fee		\$106.00
<b>High-Piled Combustible Storage</b>		
Designated storage area 501 - 2,500 sq. ft. - Review Fee		\$140.00
Designated storage area 501 - 2,500 sq. ft. - Inspection Fee		\$106.00
Designated storage area 2,501 - 12,000 sq. ft. - Inspection Fee		\$174.00
Designated storage area 2,501 - 12,000 sq. ft. - Review Fee		\$140.00
Designated storage area 12,001 - 20,000 sq. ft. - Review Fee		\$208.00
Designated storage area 12,001 - 20,000 sq. ft. - Inspection Fee		\$174.00
Designated storage area 20,001 - 30,000 sq. ft. - Review Fee		\$258.00
Designated storage area 20,001 - 30,000 sq. ft. - Inspection Fee		\$208.00
Each additional 30,000 sq. ft. or portion thereof - Review Fee		\$314.00
Each additional 30,000 sq. ft. or portion thereof - Inspection Fee		\$258.00
Cryogenic Systems, process or product - Review Fee		\$157.00
Cryogenic Systems, process or product - Inspection Fee		\$157.00
Each tank or vessel - Review Fee		\$56.00
Each tank or vessel - Inspection Fee		\$45.00
Candles & Open Flames in Places of Assembly - Review Fee		\$23.00
<b>Other Fire Permits</b>		
Revision to plan previously submitted	per hour	\$106.00
Investigation Fee (work started without a permit) - Review Fee	The fee is double the applicable review fee that would have been charged if a permit was obtained prior to work initiated	
Investigation Fee (work started without a permit) - Inspection Fee	The fee is double the applicable inspection fee that would have been charged if a permit was obtained prior to work initiated	
Re-inspection Fees		\$106.00
Use of Consultant for Plan Review and Inspections - Review Fee	pass through from vendor	
Use of Consultant for Plan Review and Inspections - Inspection Fee	pass through from vendor	
Emergency Generators - Review Fee		\$106.00
Emergency Generators - Inspection Fee		\$106.00
Privacy/Security Gates - Review Fee		\$106.00
Privacy/Security Gates - Inspection Fee		\$106.00
Other plan reviews or permits required by the International Fire Code - Review Fee	per hour	\$106.00
Other plan reviews or permits required by the International Fire Code - Inspection Fee	per hour	\$106.00
Training Burn	\$.50 per sq. ft. minimum \$1,000, maximum \$2,000	
Hot Works - Inspection		\$106.00
<b>Hydrants</b>		
Witness Flow Test - Inspection Fee		\$107.00

<b>LIBRARY</b>		
<b>Meeting Rooms</b>		
<b>Room A</b>		
Maintenance Charge:		
Non-Profit	No Charge	\$0.00
Private Functions	per hour	\$50.00
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$60.00
For-Profit	per hour	\$50.00
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$60.00
<b>Room B</b>		
Maintenance Charge:		
Non-Profit		\$0.00
Private Functions	per hour	\$50.00
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$60.00
For-Profit	per hour	\$50.00
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$60.00
<b>Rooms A &amp; B</b>		
Maintenance Charge:		
Non-Profit		\$0.00
Private Functions	per hour	\$93.00
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$60.00
For-Profit	per hour	\$99.00
Cleaning deposit, if serving food (refundable);	cost exceeding \$50 will be billed	\$60.00
<b>Kitchen Use</b>		
Non-Profit		\$17.00
Private Functions		\$33.00
For Profit		\$33.00
<b>Closed Hours Staffing Fee</b>		
Non-Profit	per hour in addition to hourly charge	\$60.00
Private Functions	per hour in addition to hourly charge	\$60.00
For Profit	per hour in addition to hourly charge	\$60.00
<b>Non-refundable application fee</b>		
Non-Profit		\$0.00
Private Functions		\$17.00
For Profit		\$17.00
<b>Non-Resident Annual Fees</b>		
Household		\$135.00
<b>Operational Charges</b>		
Black & White Photocopy/Printing	over 10 per person, per day, each	\$0.10
Color Photocopy/Printing	each	\$0.50
Photocopy/Printing	10 black and white per person, per day - no charge	\$0.00

<b>Lost &amp; Damaged Materials: Default prices if not noted in bib record</b>		
Audiobooks		\$42.00
Board book		\$10.00
Book discussion kit		\$120.00
Devices		\$250.00
DVD/Blue Ray		\$35.00
Hardcover & Paperback Books		\$32.00
Interlibrary loan	pass through - assessed by lending library	
Magazines & Documents		\$7.00
Music CD		\$25.00
Playaway		\$54.00
Reference book	Replacement Cost - pass through from vendor	
<b>PARKS &amp; RECREATION FEES</b>		
<b>Camas Community Center Rental</b>		
Reception Room - Midweek	per day	\$75.00
Reception Room - Weekend	per day	\$150.00
Reception Room - Long Term Use	per hour	\$10.00
Conference Room - Midweek	per day	\$50.00
Conference Room - Weekend	per day	\$100.00
Conference Room - Long Term Use	per hour	\$10.00
Ball Room - Midweek	per day	\$150.00
Ball Room - Weekend	per day	\$300.00
Ball Room - Long Term Use	per hour	\$10.00
Kitchen - Midweek	per day	\$30.00
Kitchen - Weekend	per day	\$50.00
Kitchen - Long Term Use	per hour	\$10.00
Sound System - Midweek	per day	\$75.00
Sound System - Weekend	per day	\$75.00
Sound System Projector - Midweek	per day	\$100.00
Sound System Projector - Weekend	per day	\$100.00
Deposit - refundable		\$500.00
Alcohol Use Fee		\$100.00
Key Call Back Fee		\$150.00
Midweek is Monday through Thursday and Friday until 2:00 p.m.		
Weekends are Fridays after 2:00 p.m. through Sunday		
No rental fee will be charged to non-profit groups who are community-based and IRS recognized, City of Camas sponsored events, school sponsored events or governmental agencies that reserve the facility Monday through Thursday, between the hours of 8:00 a.m. and 5:00 p.m. and Friday before 2:00 p.m.		
Camas residents will receive 20% discount		
Long Term Users will be charged per hour	Must pay for 6 months to be long term user	\$8.00

<b>Fallen Leaf Lake Park Rental</b>		
Monday through Thursday	per day	\$200.00
Fridays, Saturdays, Sundays and Holidays	per day	\$350.00
Deposit - refundable		\$500.00
Alcohol Use Fee		\$100.00
Key Call Back Fee		\$150.00
Camas residents will receive 20% discount		
Non-profit groups renting on weekends will be charged mid-week rates		
<b>Lacamas Lake Lodge Rental</b>		
Main Hall	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$175.00
Main Hall - public agencies	hourly; mid-week excluding Fridays during normal business hours	\$60.00
Deposit - refundable	per day	\$500.00
Room 1A	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$30.00
Deposit - refundable	per day	\$200.00
Room 1B	hourly; Saturday-5 hr. minimum; all other days-2 hrs. minimum	\$30.00
Deposit - refundable	per day	\$200.00
AV Equipment	per day	\$100.00
Alcohol Use Fee		\$100.00
Key Call Back Fee		\$150.00
Non-profit will receive a 50% discount off the hourly rate		
Cancellation must be received a minimum of 61 days prior to the event to receive a full refund. A 50% refund will be allowed if cancellation notices is received 30-60 days prior to the event. No refunds will be made with less than a 30 day notice.		
Camas residents will receive 20% discount		
<b>POLICE DEPARTMENT</b>		
Background/Clearance Letters		\$12.00
Fingerprint Cards	per card	\$18.00
Lost/Unreturned Community Room Key		\$26.00
Police Case Reports (no charge to victim)	per page	\$0.15
Record Checks/Non-Criminal Justice Agency inc. Military Services		\$12.00
State Accident Reports (no charge to involved party)		\$7.00
Work crew Sign-Up Fee		\$25.00



# **THIRD AMMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE PORT OF CAMAS-WASHOUGAL AND THE CITIES OF CAMAS AND WASHOUGAL PROVIDING FOR THE TERMINATION OF THE CAMAS WASHOUGAL ECONOMIC DEVELOPMENT ASSOCIATION**

This Third Amendment amends and terminates that certain agreement originally entered into between the Port of Camas-Washougal, hereinafter referred to as the "Port", and the City of Camas, hereinafter referred to as "Camas" and the City of Washougal, herein after referred to as "Washougal" each a municipal corporation organized and existing under the laws of the State of Washington, hereinafter also individually referred to as "Party" and collectively referred to as the "Parties" that previously created a Joint Economic Development Association ("CWEDA") ("CWEDA Agreement").

## **RECITALS**

**Whereas**, the Port, Camas, and Washougal created CWEDA as a means to support the strong economic development program for the Camas-Washougal area; and

**Whereas**, all three Parties also undertake economic development individually; and

**Whereas**, the Parties agree that partnership and joint efforts in pursuing mutual economic development goals can effectively continue without the existence of the formal organizational structure of CWEDA; and

**Whereas**, the three Parties desire to retire CWEDA as an entity and to equitably distribute the funds/assets previous provided to CWEDA from the Parties.

Therefore, the Parties mutually agree as follows:

## **AGREEMENT**

1. Authority. CWEDA was created by the Parties under the authority of the Interlocal Cooperation Act, RCW 39.34.
2. Amendment of Article III, Termination Process. CWEDA's method of termination was set forth in Article III (TERMINATION OF AGREEMENT) of the CWEDA Agreement. That Termination provision required notice no later than September 1<sup>st</sup> of any given year, with termination effective December 21<sup>st</sup> of that year. Parties agree to amend Article III Termination to allow for the termination of CWEDA as provided herein.
3. Termination. Parties agree that CWEDA shall terminate on June 1, 2020. Parties may by mutual agreement agree to extend this date. As of the date of termination, Parties shall have no further obligations pursuant to the CWEDA Agreement.
4. Wind down. Parties acknowledge that CWEDA currently is undergoing an audit, the completion date of which is unknown at this time but is estimated to be not later than June 1 of 2020. To allow completion of that audit, Parties agree to suspend the operations and activities of CWEDA effective immediately through the date of June 2020, except for the payment of any previously incurred and outstanding obligations of CWEDA as of the effective date of this Third Amendment.

5. Amendment of Article IV. Scope and Article V Financial. The CWEDA Agreement at Article IV and Article V provided for certain financial commitments and that Parties will enter into Professional Services Agreements individually with the Association to memorialize that Party's funding. Parties agree that effective immediately, all funding obligations of the Parties cease, and Article IV Scope and Article V Financial of the CWEDA Agreement are deleted and without further effect.
6. Dispositions of CWEDA Funds. The Parties previously contributed annually for the operation of CWEDA, according to the following percentage: Port of Camas-Washougal - 50%; Cities of Camas and Washougal - 25% each. Parties agree that any CWEDA funds remaining as of the termination date shall be distributed to the Parties according to the percentages stated herein.
7. No Property. The CWEDA Agreement expressly provided that no property shall be acquired pursuant to the Agreement that will need to be disposed of upon partial or complete termination of this Agreement. Parties acknowledge that no CWEDA property is in need of disposition.
8. Full Effect. Except as expressly stated herein all other terms and conditions of the CWEDA Agreement remain in full force and effect through the termination date of June 1, 2020, or as may be amended by agreement of the Parties.

#### **PORT OF CAMAS WASHOUGAL**

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

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

Name: \_\_\_\_\_

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

#### **CITY OF CAMAS**

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

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

Name: \_\_\_\_\_

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

#### **CITY OF WASHOUGAL**

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

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

Name: \_\_\_\_\_

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