



City Council Workshop Agenda Monday, June 05, 2023, 4:30 PM Council Chambers, 616 NE 4th AVE

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/83054648980>

(public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Summer Reading Preview](#)
[Presenter: Connie Urquhart, Library Director](#)
[Time Estimate: 10 minutes](#)
2. [Ordinance No. 23-004 Amending Camas Municipal Code from Senate Bill 5536](#)
[Presenter: Doug Quinn, City Administrator & Shawn MacPherson, City Attorney](#)
[Time Estimate: 10 minutes](#)
3. [Department of Natural Resources \(DNR\) Presentation – What is an Urban Forestry Program?](#)
[Presenter: Ben Thompson, DNR - Urban & Community Forestry Program Manager](#)
[Time Estimate: 20 minutes](#)
4. [Well Sources 11 and 12 Capacity Upgrade Analysis](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 5 minutes](#)
5. [Prune Hill Park Lift Station Construction Bid Award](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 5 minutes](#)
6. [Sewer STEP Main Condition Assessment](#)
[Presenter: Rob Charles, Utilities Manager](#)
[Time Estimate: 5 minutes](#)

7. [Library Roofing Project Change Order Requests](#)
[Presenter: Will Noonan, Public Works Operations Manager](#)
[Time Estimate: 5 minutes](#)
8. [NW Sierra Street Paving and ADA Improvements Phase 2 Bids](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
9. [Camas Library HVAC Equipment Replacement Bids](#)
[Presenter: James Carothers, Engineering Manager](#)
[Time Estimate: 5 minutes](#)
10. [Everett Street Corridor Analysis Update](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 30 minutes](#)
11. [Community Assistance Referral and Education Services \(CARES\)](#)
[Presenter: Shaun Ford, Division Chief of EMS](#)
[Time Estimate: 10 minutes](#)
12. [Lodging Tax Advisory Committee Decision](#)
[Presenter: Doug Quinn, City Administrator](#)
[Time Estimate: 5 minutes](#)
13. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator
Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING



Staff Report

June 5, 2023 Council Workshop Meeting

Summer Reading Preview

Presenter: Connie Urquhart, Library Director

Time Estimate: 10 minutes

Phone	Email
360.817.7201	curquhart@cityofcamas.us

BACKGROUND: The Library's annual Summer Reading Program kicks off June 17. Director Urquhart will introduce staff who planned the 9-week program and briefly touch on its highlights.

SUMMARY: Each year, the Library plans a Summer Reading Program for all ages to promote reading. Participants can track their reading online or on a game board, and they'll earn a prize for every ten days of reading. After 30 days of reading, participants will receive a scratch-off ticket for a chance to win a larger prize. After 40 days of reading, they'll receive another scratch-off ticket, this time for a chance to win a grand prize.

This year's theme is *Find Your Voice*, and the Library has a variety of activities and events planned to help participants express themselves, such as: Storytime in the Park; Pop-Up Museum: Drawing Showcase; Artwalk; Taylor Fest; Tiny Art Show; Pegasus Puppet Show; and more. In addition, the Second Story Gallery is pleased to welcome high school artwork in July and middle school artwork in August, in partnership with the Camas School District (CSD).

BENEFITS TO THE COMMUNITY: Studies show that kids can lose, on average, two months of reading skills over summer break. This is cumulative each summer, so that by the time they reach middle school, they can lose up to 2 years to the "summer slide". The best way to combat this reading loss is to keep reading continuously and provide an environment that makes reading as enjoyable as possible.

The Library's current strategic plan contains the following strategic goals. Next to each one is a description of how the Summer Reading Program helps to meet that goal.

Remove Barriers. The Library will meet people where they are at, providing storytimes in all of the Camas parks this summer and by having a station at each of the CSD BookMoBus stops. The Library will also be present at each of the Farmers Markets and First Friday events this summer.

Focus on Early Literacy. Storytimes are not the only way for the 0-5 set to participate this summer. They can also join the *Board Book Bunch*, which allows their parents or caregivers to engage in a variety of literacy-building activities with them to earn their own free board book.

Build or Strengthen Partnerships. The Library worked with many businesses who donated to a robust store of prizes for participants. Other partners this summer include: the Friends & Foundation of the Camas Library, Camas Parks & Recreation, and Camas School District.

Encourage Lifelong Learning at Every Age. Examples of classes planned for summer enrichment include *Mindfulness Meditation* or *Origami* for adults; *Summer Scenery Painting* or *Bakeology* for teens; and *Kids Art Club* or *Mad Science* for children.

BUDGET IMPACT: \$10,000.

RECOMMENDATION: This is for Council's information only.

ORDINANCE NO. 23-004

AN ORDINANCE adopting the amendments to Chapter 69.50 RCW, and Chapter 69.41 RCW, as set forth in Washington State Senate Bill 5536, and amending Camas Municipal Code Chapter 9.36.

WHEREAS, on February 25, 2021, the Washington State Supreme Court held in the case of *State v. Blake* that RCW 69.50.4013 exceeded the state's police power and violated the due process clauses of the state and federal constitutions, which had the effect of eliminating criminal penalties for the possession of a controlled substance; and

WHEREAS, on May 17, 2023, the Governor signed Senate Bill 5536 into law which criminalizes the knowing possession of controlled substance without a valid prescription, and knowing use of a controlled substance in a public place without a valid prescription; and

WHEREAS, Sections 1 through 5, 7 through 11, and 41 of SB 5536 are necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and take effect on July 1, 2023; and

WHEREAS, the City of Camas through its prosecution, based upon the totality of the circumstances, may offer a stay of proceeding or diversion which includes assessment, treatment or other services; may refer a case to the Clark County Drug Court; or may recommend imposition of sentence up to the maximum penalty as set forth in SB 5536; and

WHEREAS, the City of Camas desires to adopt the provisions of SB 5536 relating to its police power and police authority to protect the health, safety and welfare of Camas's inhabitants.

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

Section I

Camas Municipal Code 9.36.010(A)(153) is readopted as follows:

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9.36.010(A)(153). All Chapter 69.50 RCW offenses, as adopted or as hereinafter amended, for which the penalty is either a misdemeanor or gross misdemeanor.

Section II

Camas Municipal Code 9.36.010(A)(116) is amended as follows:

9.36.010(A)(116). RCW 69.41.030: Sale, delivery, or possession of legend drug, as adopted or as hereinafter amended, for which the penalty is either a misdemeanor or gross misdemeanor.

Section III

Camas Municipal Code 9.36.010(A)(116) is amended as follows:

9.36.010(A)(117). RCW 69.41.070: Penalties, as adopted or as hereinafter amended.

Section IV

Camas Municipal Code 9.36.010(A)(148) is amended as follows:

9.36.010(A)(148). RCW 69.50.4121: Drug paraphernalia—Selling or giving—Penalty, as adopted or as hereinafter amended.

Section V

This ordinance shall take force and be in effect July 1, 2023, after its publication according to law.

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PASSED by the Council and APPROVED by the Mayor this ____ day of June, 2023.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

5536-S2.E AMS ROBI S3391.2

E2SSB 5536 - S AMD 470
By Senator Robinson

ADOPTED 05/16/2023

Strike everything after the enacting clause and insert the following:

**"Part I - Prohibiting Knowing Possession of a Controlled Substance,
Counterfeit Substance, or Legend Drug**

Sec. 1. RCW 69.50.4011 and 2003 c 53 s 332 are each amended to read as follows:

(1) Except as authorized by this chapter, it is unlawful for any person to ~~((create, deliver, or possess a counterfeit substance))~~:

(a) Create or deliver a counterfeit substance;

(b) Knowingly possess a counterfeit substance; or

(c) Knowingly use a counterfeit substance in a public place.

(2) Any person who violates subsection (1)(a) of this section with respect to:

(a) A counterfeit substance classified in Schedule I or II which is a narcotic drug, or flunitrazepam classified in Schedule IV, is guilty of a class B felony and upon conviction may be imprisoned for not more than ~~((ten))~~ 10 years, fined not more than ~~((twenty-five thousand dollars))~~ \$25,000, or both;

(b) A counterfeit substance which is methamphetamine, is guilty of a class B felony and upon conviction may be imprisoned for not more than ~~((ten))~~ 10 years, fined not more than ~~((twenty-five thousand dollars))~~ \$25,000, or both;

(c) Any other counterfeit substance classified in Schedule I, II, or III, is guilty of a class C felony punishable according to chapter 9A.20 RCW;

(d) A counterfeit substance classified in Schedule IV, except flunitrazepam, is guilty of a class C felony punishable according to chapter 9A.20 RCW;

(e) A counterfeit substance classified in Schedule V, is guilty of a class C felony punishable according to chapter 9A.20 RCW.

(3) (a) A violation of subsection (1) (b) or (c) of this section is a gross misdemeanor punishable by imprisonment of up to 180 days, or by a fine of not more than \$1,000, or by both such imprisonment and fine, however, if the defendant has two or more prior convictions under subsection (1) (b) or (c) of this section occurring after the effective date of this section, a violation of subsection (1) (b) or (c) of this section is punishable by imprisonment for up to 364 days, or by a fine of not more than \$1,000, or by both such imprisonment and fine. The prosecutor is encouraged to divert such cases for assessment, treatment, or other services.

(b) No person may be charged under both subsection (1) (b) and (c) of this section relating to the same course of conduct.

(c) In lieu of jail booking and referral to the prosecutor, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

(4) For the purposes of this section, "public place" has the same meaning as defined in RCW 66.04.010, but the exclusions in RCW 66.04.011 do not apply.

(5) For the purposes of this section, "use a counterfeit substance" means to introduce the substance into the human body by injection, inhalation, ingestion, or any other means.

Sec. 2. RCW 69.50.4013 and 2022 c 16 s 86 are each amended to read as follows:

(1) ~~((1))~~ Except as otherwise authorized by this chapter, it is unlawful for any person to:

(a) Knowingly possess a controlled substance unless the substance was obtained directly from, or pursuant to, a valid prescription or order of a practitioner while acting in the course of his or her professional practice(~~(, or except as otherwise authorized by this chapter)~~); or

(b) Knowingly use a controlled substance in a public place, unless the substance was obtained directly from, or pursuant to, a

1 valid prescription or order of a practitioner while acting in the
2 course of his or her professional practice.

3 (2) (a) Except as provided in RCW 69.50.4014 or 69.50.445, ((any
4 person who violates this section is guilty of a class C felony
5 punishable under chapter 9A.20 RCW)) a violation of subsection (1)(a)
6 or (b) of this section is a gross misdemeanor punishable by
7 imprisonment of up to 180 days in jail, or by a fine of not more than
8 \$1,000, or by both such imprisonment and fine, however, if the
9 defendant has two or more prior convictions under subsection (1)(a)
10 or (b) of this section occurring after the effective date of this
11 section, a violation of subsection (1)(a) or (b) of this section is
12 punishable by imprisonment for up to 364 days, or by a fine of not
13 more than \$1,000, or by both such imprisonment and fine. The
14 prosecutor is encouraged to divert such cases for assessment,
15 treatment, or other services.

16 (b) No person may be charged under both subsection (1)(a) and (b)
17 of this section relating to the same course of conduct.

18 (c) In lieu of jail booking and referral to the prosecutor, law
19 enforcement is encouraged to offer a referral to assessment and
20 services available under RCW 10.31.110 or other program or entity
21 responsible for receiving referrals in lieu of legal system
22 involvement, which may include, but are not limited to, arrest and
23 jail alternative programs established under RCW 36.28A.450, law
24 enforcement assisted diversion programs established under RCW
25 71.24.589, and the recovery navigator program established under RCW
26 71.24.115.

27 (3) (a) The possession, by a person ((~~twenty-one~~)) 21 years of age
28 or older, of useable cannabis, cannabis concentrates, or cannabis-
29 infused products in amounts that do not exceed those set forth in RCW
30 69.50.360(3) is not a violation of this section, this chapter, or any
31 other provision of Washington state law.

32 (b) The possession of cannabis, useable cannabis, cannabis
33 concentrates, and cannabis-infused products being physically
34 transported or delivered within the state, in amounts not exceeding
35 those that may be established under RCW 69.50.385(3), by a licensed
36 employee of a common carrier when performing the duties authorized in
37 accordance with RCW 69.50.382 and 69.50.385, is not a violation of
38 this section, this chapter, or any other provision of Washington
39 state law.

(4) (a) The delivery by a person (~~((twenty-one))~~) 21 years of age or older to one or more persons (~~((twenty-one))~~) 21 years of age or older, during a single (~~((twenty-four))~~) 24 hour period, for noncommercial purposes and not conditioned upon or done in connection with the provision or receipt of financial consideration, of any of the following cannabis products, is not a violation of this section, this chapter, or any other provisions of Washington state law:

(i) One-half ounce of useable cannabis;

(ii) Eight ounces of cannabis-infused product in solid form;

(iii) (~~((thirty-six))~~) 36 ounces of cannabis-infused product in liquid form; or

(iv) Three and one-half grams of cannabis concentrates.

(b) The act of delivering cannabis or a cannabis product as authorized under this subsection (4) must meet one of the following requirements:

(i) The delivery must be done in a location outside of the view of general public and in a nonpublic place; or

(ii) The cannabis or cannabis product must be in the original packaging as purchased from the cannabis retailer.

(5) No person under (~~((twenty-one))~~) 21 years of age may (~~((possess,))~~) manufacture, sell, (~~((or))~~) distribute, or knowingly possess cannabis, cannabis-infused products, or cannabis concentrates, regardless of THC concentration. This does not include qualifying patients with a valid authorization.

(6) The possession by a qualifying patient or designated provider of cannabis concentrates, useable cannabis, cannabis-infused products, or plants in accordance with chapter 69.51A RCW is not a violation of this section, this chapter, or any other provision of Washington state law.

(7) For the purposes of this section, "public place" has the same meaning as defined in RCW 66.04.010, but the exclusions in RCW 66.04.011 do not apply.

(8) For the purposes of this section, "use a controlled substance" means to introduce the substance into the human body by injection, inhalation, ingestion, or any other means.

Sec. 3. RCW 69.50.4014 and 2022 c 16 s 88 are each amended to read as follows:

(1) Except as provided in RCW 69.50.401(2)(c) or as otherwise authorized by this chapter, any person found guilty of knowing

possession of ((~~forty~~)) 40 grams or less of cannabis is guilty of a misdemeanor. The prosecutor is encouraged to divert cases under this section for assessment, treatment, or other services.

(2) In lieu of jail booking and referral to the prosecutor, law enforcement is encouraged to offer a referral to assessment and services available under RCW 10.31.110 or other program or entity responsible for receiving referrals in lieu of legal system involvement, which may include, but are not limited to, arrest and jail alternative programs established under RCW 36.28A.450, law enforcement assisted diversion programs established under RCW 71.24.589, and the recovery navigator program established under RCW 71.24.115.

Sec. 4. RCW 69.41.030 and 2020 c 80 s 41 are each amended to read as follows:

(1) It shall be unlawful for any person to sell((~~7~~)) or deliver any legend drug, or knowingly possess any legend drug, or knowingly use any legend drug in a public place, except upon the order or prescription of a physician under chapter 18.71 RCW, an osteopathic physician and surgeon under chapter 18.57 RCW, an optometrist licensed under chapter 18.53 RCW who is certified by the optometry board under RCW 18.53.010, a dentist under chapter 18.32 RCW, a podiatric physician and surgeon under chapter 18.22 RCW, a veterinarian under chapter 18.92 RCW, a commissioned medical or dental officer in the United States armed forces or public health service in the discharge of his or her official duties, a duly licensed physician or dentist employed by the veterans administration in the discharge of his or her official duties, a registered nurse or advanced registered nurse practitioner under chapter 18.79 RCW when authorized by the nursing care quality assurance commission, a pharmacist licensed under chapter 18.64 RCW to the extent permitted by drug therapy guidelines or protocols established under RCW 18.64.011 and authorized by the commission and approved by a practitioner authorized to prescribe drugs, a physician assistant under chapter 18.71A RCW when authorized by the Washington medical commission, or any of the following professionals in any province of Canada that shares a common border with the state of Washington or in any state of the United States: A physician licensed to practice medicine and surgery or a physician licensed to practice osteopathic medicine and surgery, a dentist licensed to practice dentistry, a

1 podiatric physician and surgeon licensed to practice podiatric
2 medicine and surgery, a licensed advanced registered nurse
3 practitioner, a licensed physician assistant, or a veterinarian
4 licensed to practice veterinary medicine: PROVIDED, HOWEVER, That the
5 above provisions shall not apply to sale, delivery, or possession by
6 drug wholesalers or drug manufacturers, or their agents or employees,
7 or to any practitioner acting within the scope of his or her license,
8 or to a common or contract carrier or warehouse operator, or any
9 employee thereof, whose possession of any legend drug is in the usual
10 course of business or employment: PROVIDED FURTHER, That nothing in
11 this chapter or chapter 18.64 RCW shall prevent a family planning
12 clinic that is under contract with the health care authority from
13 selling, delivering, possessing, and dispensing commercially
14 prepackaged oral contraceptives prescribed by authorized, licensed
15 health care practitioners: PROVIDED FURTHER, That nothing in this
16 chapter prohibits possession or delivery of legend drugs by an
17 authorized collector or other person participating in the operation
18 of a drug take-back program authorized in chapter 69.48 RCW.

19 (2)(a) A violation of this section involving the sale, delivery,
20 or possession with intent to sell or deliver is a class B felony
21 punishable according to chapter 9A.20 RCW.

22 (b) A violation of this section involving knowing possession is a
23 misdemeanor. The prosecutor is encouraged to divert such cases for
24 assessment, treatment, or other services.

25 (c) A violation of this section involving knowing use in a public
26 place is a misdemeanor. The prosecutor is encouraged to divert such
27 cases for assessment, treatment, or other services.

28 (d) No person may be charged with both knowing possession and
29 knowing use in a public place under this section relating to the same
30 course of conduct.

31 (e) In lieu of jail booking and referral to the prosecutor for a
32 violation of this section involving knowing possession, or knowing
33 use in a public place, law enforcement is encouraged to offer a
34 referral to assessment and services available under RCW 10.31.110 or
35 other program or entity responsible for receiving referrals in lieu
36 of legal system involvement, which may include, but are not limited
37 to, arrest and jail alternative programs established under RCW
38 36.28A.450, law enforcement assisted diversion programs established
39 under RCW 71.24.589, and the recovery navigator program established
40 under RCW 71.24.115.

1 (3) For the purposes of this section, "public place" has the same
2 meaning as defined in RCW 66.04.010, but the exclusions in RCW
3 66.04.011 do not apply.

4 (4) For the purposes of this section, "use any legend drug" means
5 to introduce the drug into the human body by injection, inhalation,
6 ingestion, or any other means.

7 **Sec. 5.** RCW 69.50.509 and 1987 c 202 s 228 are each amended to
8 read as follows:

9 If, upon the sworn complaint of any person, it shall be made to
10 appear to any judge of the superior court, district court, or
11 municipal court that there is probable cause to believe that any
12 controlled substance is being used, manufactured, sold, bartered,
13 exchanged, administered, dispensed, delivered, distributed, produced,
14 knowingly possessed, given away, furnished or otherwise disposed of
15 or kept in violation of the provisions of this chapter, such judge
16 shall, with or without the approval of the prosecuting attorney,
17 issue a warrant directed to any law enforcement officer of the state,
18 commanding him or her to search the premises designated and described
19 in such complaint and warrant, and to seize all controlled substances
20 there found, together with the vessels in which they are contained,
21 and all implements, furniture and fixtures used or kept for the
22 illegal manufacture, sale, barter, exchange, administering,
23 dispensing, delivering, distributing, producing, possessing, giving
24 away, furnishing or otherwise disposing of such controlled
25 substances, and to safely keep the same, and to make a return of said
26 warrant within three days, showing all acts and things done
27 thereunder, with a particular statement of all articles seized and
28 the name of the person or persons in whose possession the same were
29 found, if any, and if no person be found in the possession of said
30 articles, the returns shall so state. The provisions of RCW 10.31.030
31 as now or hereafter amended shall apply to actions taken pursuant to
32 this chapter.

33 NEW SECTION. **Sec. 6.** A new section is added to chapter 43.43
34 RCW to read as follows:

35 Subject to the availability of funds appropriated for this
36 specific purpose, the Washington state patrol bureau of forensic
37 laboratory services shall aim to complete the necessary analysis for
38 any evidence submitted for a suspected violation of RCW 69.50.4011(1)

(b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c) within 45 days of receipt of the request for analysis.

The Washington state patrol bureau of forensic laboratory services' failure to comply with this section shall not constitute grounds for dismissal of a criminal charge.

Part II - Relating to Drug Paraphernalia

Sec. 7. RCW 69.50.4121 and 2022 c 16 s 92 are each amended to read as follows:

(1) Every person who sells (~~(or gives,)~~) or permits to be sold (~~(or given)~~) to any person any drug paraphernalia in any form commits a class I civil infraction under chapter 7.80 RCW. For purposes of this subsection, "drug paraphernalia" means all equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, (~~(testing, — analyzing,)~~) packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance other than cannabis. Drug paraphernalia includes, but is not limited to objects used, intended for use, or designed for use in ingesting, inhaling, or otherwise introducing cocaine into the human body, such as:

(a) Metal, wooden, acrylic, glass, stone, plastic, or ceramic pipes with or without screens, permanent screens, hashish heads, or punctured metal bowls;

(b) Water pipes;

(c) Carburetion tubes and devices;

(d) Smoking and carburetion masks;

(e) Miniature cocaine spoons and cocaine vials;

(f) Chamber pipes;

(g) Carburetor pipes;

(h) Electric pipes;

(i) Air-driven pipes; and

(j) Ice pipes or chillers.

(2) It shall be no defense to a prosecution for a violation of this section that the person acted, or was believed by the defendant to act, as agent or representative of another.

(3) Nothing in subsection (1) of this section prohibits ~~((legal))~~ distribution ~~((of injection))~~ or use of public health supplies including, but not limited to, syringe equipment, smoking equipment, or drug testing equipment, through public health ~~((and))~~ programs, community-based HIV prevention programs, outreach, shelter, and housing programs, and pharmacies. Public health and syringe service program staff taking samples of substances and using drug testing equipment for the purpose of analyzing the composition of the substances or detecting the presence of certain substances are acting legally and are exempt from arrest and prosecution under RCW 69.50.4011(1) (b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c).

NEW SECTION. Sec. 8. A new section is added to chapter 69.50 RCW to read as follows:

(1) The state of Washington hereby fully occupies and preempts the entire field of drug paraphernalia regulation within the boundaries of the state including regulation of the use, selling, giving, delivery, and possession of drug paraphernalia, except as provided in subsection (2) of this section. Cities, towns, and counties or other municipalities may enact only those laws and ordinances relating to drug paraphernalia that are specifically authorized by state law and are consistent with this chapter. Such local ordinances must have the same penalty as provided for by state law. Local laws and ordinances that are inconsistent with, more restrictive than, or exceed the requirements of state law may not be enacted and are preempted and repealed, regardless of the nature of the code, charter, or home rule status of such city, town, county, or municipality.

(2) Nothing in this chapter shall be construed to prohibit cities or counties from enacting laws or ordinances relating to the establishment or regulation of harm reduction services concerning drug paraphernalia.

Part III - Providing Opportunities for Pretrial Diversion Pursuant to RCW 71.24.115, 36.28A.450, and 71.24.589 and Vacating Convictions

NEW SECTION. Sec. 9. A new section is added to chapter 69.50 RCW to read as follows:

1 (1) Nothing in this section prevents the defendant, with the
2 consent of the prosecuting attorney as required by RCW 2.30.030, from
3 seeking to resolve charges under RCW 69.50.4011(1) (b) or (c),
4 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c) through available
5 therapeutic courts or other alternatives to prosecution including,
6 but not limited to, a stipulated order of continuance or deferred
7 prosecution. Nothing in this section prevents the defendant or the
8 prosecuting attorney from seeking or agreeing to, or the court from
9 ordering, any other resolution of charges or terms of supervision
10 that suit the circumstances of the defendant's situation and advance
11 stabilization, recovery, crime reduction, and justice.

12 (2) In any jurisdiction with a recovery navigator program
13 established under RCW 71.24.115, an arrest and jail alternative
14 program established under RCW 36.28A.450, or a law enforcement
15 assisted diversion program established under RCW 71.24.589, any
16 defendant charged with a violation of RCW 69.50.4011(1) (b) or (c),
17 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c) may make a motion
18 to participate in pretrial diversion and agree to waive his or her
19 right to a speedy trial if the motion is granted, subject to the
20 following:

21 (a) In any case where the defendant is only charged with a
22 violation of RCW 69.50.4011(1) (b) or (c), 69.50.4013, 69.50.4014, or
23 69.41.030(2) (b) or (c), and the defendant has not been convicted of
24 any offenses committed after the effective date of this section, the
25 court shall grant the motion, continue the hearing, and refer the
26 defendant to a recovery navigator program established under RCW
27 71.24.115, an arrest and jail alternative program established under
28 RCW 36.28A.450, or a law enforcement assisted diversion program
29 established under RCW 71.24.589.

30 (b) In any case where the defendant does not meet the criteria
31 described in (a) of this subsection, the court may grant the motion,
32 continue the hearing, and refer the defendant to a recovery navigator
33 program established under RCW 71.24.115, an arrest and jail
34 alternative program established under RCW 36.28A.450, or a law
35 enforcement assisted diversion program established under RCW
36 71.24.589.

37 (c) In all cases, the court may not grant the motion unless the
38 prosecuting attorney consents to the defendant's participation in
39 pretrial diversion. The prosecuting attorney is strongly encouraged
40 to agree to diversion in any case where the defendant is only charged

1 with a violation of RCW 69.50.4011(1) (b) or (c), 69.50.4013,
2 69.50.4014, or 69.41.030(2) (b) or (c). The prosecuting attorney may
3 divert additional charges related to substance use disorder for
4 nonfelony offenses that are not crimes against persons.

5 (3) Prior to granting the defendant's motion to participate in
6 pretrial diversion under this section, the court shall provide the
7 defendant and the defendant's counsel with the following information:

8 (a) A full description of the procedures for pretrial diversion;

9 (b) A general explanation of the roles and authority of the
10 probation department, the prosecuting attorney, the recovery
11 navigator program under RCW 71.24.115, arrest and jail alternative
12 program under RCW 36.28A.450, or law enforcement assisted diversion
13 program under RCW 71.24.589, and the court in the process;

14 (c) A clear statement that the court may grant pretrial diversion
15 with respect to any offense under RCW 69.50.4011(1) (b) or (c),
16 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c) that is charged,
17 provided that the defendant pleads not guilty to the charge or
18 charges and waives his or her right to a speedy trial, and that upon
19 the defendant's successful completion of pretrial diversion, as
20 specified in subsection (11) of this section, and motion of the
21 defendant, prosecuting attorney, court, or probation department, the
22 court must dismiss the charge or charges against the defendant;

23 (d) A clear statement that if the defendant has not made
24 substantial progress with treatment or services provided that are
25 appropriate to the defendant's circumstances or, if applicable,
26 community service, the prosecuting attorney may make a motion to
27 terminate pretrial diversion and schedule further proceedings as
28 otherwise provided in this section;

29 (e) An explanation of criminal record retention and disposition
30 resulting from participation in pretrial diversion and the
31 defendant's rights relative to answering questions about his or her
32 arrest and pretrial diversion following successful completion; and

33 (f) A clear statement that under federal law it is unlawful for
34 any person who is an unlawful user of or addicted to any controlled
35 substance to ship or transport in interstate or foreign commerce, or
36 possess in or affecting commerce, any firearm or ammunition, or to
37 receive any firearm or ammunition which has been shipped or
38 transported in interstate or foreign commerce.

39 (4) If the court grants the defendant's motion to participate in
40 pretrial diversion under this section, the recovery navigator program

1 established under RCW 71.24.115, the arrest and jail alternative
2 program established under RCW 36.28A.450, or the law enforcement
3 assisted diversion program established under RCW 71.24.589, shall
4 provide the court written confirmation of completion of the
5 assessment and a statement indicating the defendant's enrollment or
6 referral to any specific service or program. The confirmation and
7 statement of the recovery navigator program established under RCW
8 71.24.115, the arrest and jail alternative program established under
9 RCW 36.28A.450, or the law enforcement assisted diversion program
10 established under RCW 71.24.589 shall be filed under seal with the
11 court, and a copy shall be given to the prosecuting attorney,
12 defendant, and defendant's counsel. The confirmation and statement
13 are confidential and exempt from disclosure under chapter 42.56 RCW.
14 The court shall endeavor to avoid public discussion of the
15 circumstances, history, or diagnoses that could stigmatize the
16 defendant.

17 (5) Subject to the availability of funds appropriated for this
18 specific purpose, the assessment and recommended treatment or
19 services must be provided at no cost for defendants who have been
20 found to be indigent by the court.

21 (6) If the assessment conducted by the recovery navigator program
22 established under RCW 71.24.115, the arrest and jail alternative
23 program established under RCW 36.28A.450, or the law enforcement
24 assisted diversion program established under RCW 71.24.589 includes a
25 referral to any treatment or services, the recovery navigator program
26 established under RCW 71.24.115, the arrest and jail alternative
27 program established under RCW 36.28A.450, the law enforcement
28 assisted diversion program established under RCW 71.24.589, or
29 service provider shall provide the court with regular written status
30 updates on the defendant's progress on a schedule acceptable to the
31 court. The updates must be provided at least monthly and be filed
32 under seal with the court, with copies given to the prosecuting
33 attorney, defendant, and defendant's counsel. The updates and their
34 copies are confidential and exempt from disclosure under chapter
35 42.56 RCW. The court shall endeavor to avoid public discussion of the
36 circumstances, history, or diagnoses that could stigmatize the
37 defendant.

38 (7) If the assessment conducted by the recovery navigator program
39 established under RCW 71.24.115, the arrest and jail alternative
40 program established under RCW 36.28A.450, or the law enforcement

1 assisted diversion program established under RCW 71.24.589 does not
2 recommend any treatment or services, the defendant must instead
3 complete an amount of community service as determined by the court,
4 but not to exceed 120 hours of community service, in order to
5 complete pretrial diversion.

6 (8) Admissions made by the individual in the course of receiving
7 services from the recovery navigator program established under RCW
8 71.24.115, the arrest and jail alternative program established under
9 RCW 36.28A.450, or the law enforcement assisted diversion program
10 established under RCW 71.24.589 may not be used against the
11 individual in the prosecution's case in chief.

12 (9) A defendant's participation in pretrial diversion under this
13 section does not constitute a conviction, a stipulation to facts, or
14 an admission of guilt for any purpose.

15 (10) If it appears to the prosecuting attorney that the defendant
16 is not substantially complying with the recommended treatment or
17 services as reflected by a written status update, the prosecuting
18 attorney may make a motion for termination from pretrial diversion.

19 (a) After notice to the defendant, the court must hold a hearing
20 to determine whether pretrial diversion shall be terminated.

21 (b) Before the hearing, the defendant and the defendant's counsel
22 shall be advised of the nature of the alleged noncompliance and
23 provided discovery of evidence supporting the allegation, including
24 names and contact information of witnesses.

25 (c) At the hearing, the court must consider the following
26 factors:

27 (i) The nature of the alleged noncompliance; and

28 (ii) Any other mitigating circumstances, including, but not
29 limited to, the defendant's efforts and due diligence, the
30 availability of services in the geographic area, and the treatment
31 and services offered to the defendant.

32 (d) If the court finds the defendant is not substantially
33 complying with the recommended treatment or services and thereafter
34 terminates pretrial diversion, it shall state the grounds for its
35 decision succinctly in the record and provide the prosecuting
36 attorney, the defendant, and the defendant's counsel with a written
37 order.

38 (11) If the defendant successfully completes pretrial diversion,
39 including in one of the following ways, the charge or charges under

RCW 69.50.4011(1) (b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c) must be dismissed:

(a) If the assessment prepared by the recovery navigator program, arrest and jail alternative program, or law enforcement assisted diversion program included a recommendation for treatment or services, the defendant successfully completes pretrial diversion either by having 12 months of substantial compliance with the assessment and recommended treatment or services and progress toward recovery goals as reflected by the written status updates or by successfully completing the recommended treatment or services, whichever occurs first; or

(b) If the assessment prepared by the recovery navigator program, arrest and jail alternative program, or law enforcement assisted diversion program did not include a recommendation for treatment or services, the defendant successfully completes pretrial diversion by completing the community service described in subsection (7) of this section and submitting proof of completion to the court.

(12) Beginning January 1, 2025, the recovery navigator programs established under RCW 71.24.115, arrest and jail alternative programs established under RCW 36.28A.450, and law enforcement assisted diversion programs established under RCW 71.24.589 shall input data and information in the data integration platform under section 22 of this act for each case where the defendant participates in pretrial diversion under this section, including but not limited to the following:

(a) Whether the pretrial diversion was terminated or was successfully completed and resulted in a dismissal;

(b) The race, ethnicity, gender, gender expression or identity, disability status, and age of the defendant; and

(c) Any other appropriate data and information as determined by the health care authority.

NEW SECTION. **Sec. 10.** A new section is added to chapter 69.50 RCW to read as follows:

When sentencing an individual for a violation of RCW 69.50.4011(1) (b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c), the court is encouraged to utilize any other resolution of the charges or terms of supervision that suit the circumstances of the defendant's situation and advance stabilization, recovery, crime reduction, and justice.

1 **Sec. 11.** RCW 9.96.060 and 2022 c 16 s 7 are each amended to read
2 as follows:

3 (1) When vacating a conviction under this section, the court
4 effectuates the vacation by: (a)(i) Permitting the applicant to
5 withdraw the applicant's plea of guilty and to enter a plea of not
6 guilty; or (ii) if the applicant has been convicted after a plea of
7 not guilty, the court setting aside the verdict of guilty; and (b)
8 the court dismissing the information, indictment, complaint, or
9 citation against the applicant and vacating the judgment and
10 sentence.

11 (2) Every person convicted of a misdemeanor or gross misdemeanor
12 offense may apply to the sentencing court for a vacation of the
13 applicant's record of conviction for the offense. If the court finds
14 the applicant meets the requirements of this subsection, the court
15 may in its discretion vacate the record of conviction. Except as
16 provided in subsections (3), (4), ~~((and))~~ (5), and (6) of this
17 section, an applicant may not have the record of conviction for a
18 misdemeanor or gross misdemeanor offense vacated if any one of the
19 following is present:

20 (a) The applicant has not completed all of the terms of the
21 sentence for the offense;

22 (b) There are any criminal charges against the applicant pending
23 in any court of this state or another state, or in any federal or
24 tribal court, at the time of application;

25 (c) The offense was a violent offense as defined in RCW 9.94A.030
26 or an attempt to commit a violent offense;

27 (d) The offense was a violation of RCW 46.61.502 (driving while
28 under the influence), 46.61.504 (actual physical control while under
29 the influence), 9.91.020 (operating a railroad, etc. while
30 intoxicated), or the offense is considered a "prior offense" under
31 RCW 46.61.5055 and the applicant has had a subsequent alcohol or drug
32 violation within ten years of the date of arrest for the prior
33 offense or less than ten years has elapsed since the date of the
34 arrest for the prior offense;

35 (e) The offense was any misdemeanor or gross misdemeanor
36 violation, including attempt, of chapter 9.68 RCW (obscenity and
37 pornography), chapter 9.68A RCW (sexual exploitation of children), or
38 chapter 9A.44 RCW (sex offenses), except for failure to register as a
39 sex offender under RCW 9A.44.132;

1 (f) The applicant was convicted of a misdemeanor or gross
2 misdemeanor offense as defined in RCW 10.99.020, or the court
3 determines after a review of the court file that the offense was
4 committed by one family or household member against another or by one
5 intimate partner against another, or the court, after considering the
6 damage to person or property that resulted in the conviction, any
7 prior convictions for crimes defined in RCW 10.99.020, or for
8 comparable offenses in another state or in federal court, and the
9 totality of the records under review by the court regarding the
10 conviction being considered for vacation, determines that the offense
11 involved domestic violence, and any one of the following factors
12 exist:

13 (i) The applicant has not provided written notification of the
14 vacation petition to the prosecuting attorney's office that
15 prosecuted the offense for which vacation is sought, or has not
16 provided that notification to the court;

17 (ii) The applicant has two or more domestic violence convictions
18 stemming from different incidents. For purposes of this subsection,
19 however, if the current application is for more than one conviction
20 that arose out of a single incident, none of those convictions counts
21 as a previous conviction;

22 (iii) The applicant has signed an affidavit under penalty of
23 perjury affirming that the applicant has not previously had a
24 conviction for a domestic violence offense, and a criminal history
25 check reveals that the applicant has had such a conviction; or

26 (iv) Less than five years have elapsed since the person completed
27 the terms of the original conditions of the sentence, including any
28 financial obligations and successful completion of any treatment
29 ordered as a condition of sentencing;

30 (g) For any offense other than those described in (f) of this
31 subsection, less than three years have passed since the person
32 completed the terms of the sentence, including any financial
33 obligations;

34 (h) The offender has been convicted of a new crime in this state,
35 another state, or federal or tribal court in the three years prior to
36 the vacation application; or

37 (i) The applicant is currently restrained by a domestic violence
38 protection order, a no-contact order, an antiharassment order, or a
39 civil restraining order which restrains one party from contacting the
40 other party or was previously restrained by such an order and was

1 found to have committed one or more violations of the order in the
2 five years prior to the vacation application.

3 (3) If the applicant is a victim of sex trafficking,
4 prostitution, or commercial sexual abuse of a minor; sexual assault;
5 or domestic violence as defined in RCW 9.94A.030, or the prosecutor
6 applies on behalf of the state, the sentencing court may vacate the
7 record of conviction if the application satisfies the requirements of
8 RCW 9.96.080. When preparing or filing the petition, the prosecutor
9 is not deemed to be providing legal advice or legal assistance on
10 behalf of the victim, but is fulfilling an administrative function on
11 behalf of the state in order to further their responsibility to seek
12 to reform and improve the administration of criminal justice. A
13 record of conviction vacated using the process in RCW 9.96.080 is
14 subject to subsections ~~((4) and))~~ (7) and (8) of this section.

15 (4) Every person convicted prior to January 1, 1975, of violating
16 any statute or rule regarding the regulation of fishing activities,
17 including, but not limited to, RCW 75.08.260, 75.12.060, 75.12.070,
18 75.12.160, 77.16.020, 77.16.030, 77.16.040, 77.16.060, and 77.16.240
19 who claimed to be exercising a treaty Indian fishing right, may apply
20 to the sentencing court for vacation of the applicant's record of the
21 misdemeanor, gross misdemeanor, or felony conviction for the offense.
22 If the person is deceased, a member of the person's family or an
23 official representative of the tribe of which the person was a member
24 may apply to the court on behalf of the deceased person.
25 Notwithstanding the requirements of RCW 9.94A.640, the court shall
26 vacate the record of conviction if:

27 (a) The applicant is a member of a tribe that may exercise treaty
28 Indian fishing rights at the location where the offense occurred; and

29 (b) The state has been enjoined from taking enforcement action of
30 the statute or rule to the extent that it interferes with a treaty
31 Indian fishing right as determined under *United States v. Washington*,
32 384 F. Supp. 312 (W.D. Wash. 1974), or *Sohappy v. Smith*, 302 F. Supp.
33 899 (D. Oregon 1969), and any posttrial orders of those courts, or
34 any other state supreme court or federal court decision.

35 (5) Every person convicted of a misdemeanor cannabis offense, who
36 was ~~((twenty-one))~~ 21 years of age or older at the time of the
37 offense, may apply to the sentencing court for a vacation of the
38 applicant's record of conviction for the offense. A misdemeanor
39 cannabis offense includes, but is not limited to: Any offense under
40 RCW 69.50.4014, from July 1, 2004, onward, and its predecessor

1 statutes, including RCW 69.50.401(e), from March 21, 1979, to July 1,
2 2004, and RCW 69.50.401(d), from May 21, 1971, to March 21, 1979, and
3 any offense under an equivalent municipal ordinance. If an applicant
4 qualifies under this subsection, the court shall vacate the record of
5 conviction.

6 (6) If a person convicted of violating RCW 69.50.4011(1) (b) or
7 (c), 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c) completes a
8 substance use disorder program and files proof of completion with the
9 court, or obtains an assessment from a recovery navigator program
10 established under RCW 71.24.115, an arrest and jail alternative
11 program established under RCW 36.28A.450, or a law enforcement
12 assisted diversion program established under RCW 71.24.589, and has
13 six months of substantial compliance with recommended treatment or
14 services and progress toward recovery goals as reflected by a written
15 status update, upon verification the court must vacate the conviction
16 or convictions.

17 (7) A person who is a family member of a homicide victim may
18 apply to the sentencing court on the behalf of the victim for
19 vacation of the victim's record of conviction for prostitution under
20 RCW 9A.88.030. If an applicant qualifies under this subsection, the
21 court shall vacate the victim's record of conviction.

22 ~~((+7+))~~ (8)(a) Except as provided in (c) of this subsection, once
23 the court vacates a record of conviction under this section, the
24 person shall be released from all penalties and disabilities
25 resulting from the offense and the fact that the person has been
26 convicted of the offense shall not be included in the person's
27 criminal history for purposes of determining a sentence in any
28 subsequent conviction. For all purposes, including responding to
29 questions on employment or housing applications, a person whose
30 conviction has been vacated under this section may state that he or
31 she has never been convicted of that crime. However, nothing in this
32 section affects the requirements for restoring a right to possess a
33 firearm under RCW 9.41.040. Except as provided in (b) of this
34 subsection, nothing in this section affects or prevents the use of an
35 offender's prior conviction in a later criminal prosecution.

36 (b) When a court vacates a record of domestic violence as defined
37 in RCW 10.99.020 under this section, the state may not use the
38 vacated conviction in a later criminal prosecution unless the
39 conviction was for: (i) Violating the provisions of a restraining
40 order, no-contact order, or protection order restraining or enjoining

the person or restraining the person from going on to the grounds of or entering a residence, workplace, school, or day care, or prohibiting the person from knowingly coming within, or knowingly remaining within, a specified distance of a location, a protected party's person, or a protected party's vehicle (RCW 10.99.040, 10.99.050, 26.09.300, 26.26B.050, 26.44.063, 26.44.150, or 26.52.070, or any of the former RCW 26.50.060, 26.50.070, 26.50.130, and 74.34.145); (ii) stalking (RCW 9A.46.110); or (iii) a domestic violence protection order or vulnerable adult protection order entered under chapter 7.105 RCW. A vacated conviction under this section is not considered a conviction of such an offense for the purposes of 27 C.F.R. 478.11.

(c) A conviction vacated on or after July 28, 2019, qualifies as a prior conviction for the purpose of charging a present recidivist offense as defined in RCW 9.94A.030 occurring on or after July 28, 2019.

~~((+8+))~~ (9) The clerk of the court in which the vacation order is entered shall immediately transmit the order vacating the conviction to the Washington state patrol identification section and to the local police agency, if any, which holds criminal history information for the person who is the subject of the conviction. The Washington state patrol and any such local police agency shall immediately update their records to reflect the vacation of the conviction, and shall transmit the order vacating the conviction to the federal bureau of investigation. A conviction that has been vacated under this section may not be disseminated or disclosed by the state patrol or local law enforcement agency to any person, except other criminal justice enforcement agencies.

~~((+9+))~~ (10) For the purposes of this section, "cannabis" has the meaning provided in RCW 69.50.101.

Part IV - Opioid Treatment Rural Access and Expansion

Sec. 12. RCW 36.70A.200 and 2021 c 265 s 2 are each amended to read as follows:

(1)(a) The comprehensive plan of each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional

1 transportation facilities as defined in RCW 47.06.140, regional
 2 transit authority facilities as defined in RCW 81.112.020, state and
 3 local correctional facilities, solid waste handling facilities,
 4 opioid treatment programs including both mobile and fixed-site
 5 medication units, recovery residences, harm reduction programs
 6 excluding safe injection sites, and inpatient facilities including
 7 substance ((abuse)) use disorder treatment facilities, mental health
 8 facilities, group homes, community facilities as defined in RCW
 9 72.05.020, and secure community transition facilities as defined in
 10 RCW 71.09.020.

11 (b) Unless a facility is expressly listed in (a) of this
 12 subsection, essential public facilities do not include facilities
 13 that are operated by a private entity in which persons are detained
 14 in custody under process of law pending the outcome of legal
 15 proceedings but are not used for punishment, correction, counseling,
 16 or rehabilitation following the conviction of a criminal offense.
 17 Facilities included under this subsection (1)(b) shall not include
 18 facilities detaining persons under RCW 71.09.020 ((~~(6) or (15)~~)) (7)
 19 or (16) or chapter 10.77 or 71.05 RCW.

20 (c) The department of children, youth, and families may not
 21 attempt to site new community facilities as defined in RCW 72.05.020
 22 east of the crest of the Cascade mountain range unless there is an
 23 equal or greater number of sited community facilities as defined in
 24 RCW 72.05.020 on the western side of the crest of the Cascade
 25 mountain range.

26 (d) For the purpose of this section, "harm reduction programs"
 27 means programs that emphasize working directly with people who use
 28 drugs to prevent overdose and infectious disease transmission,
 29 improve the physical, mental, and social well-being of those served,
 30 and offer low threshold options for accessing substance use disorder
 31 treatment and other services.

32 (2) Each county and city planning under RCW 36.70A.040 shall, not
 33 later than September 1, 2002, establish a process, or amend its
 34 existing process, for identifying and siting essential public
 35 facilities and adopt or amend its development regulations as
 36 necessary to provide for the siting of secure community transition
 37 facilities consistent with statutory requirements applicable to these
 38 facilities.

39 (3) Any city or county not planning under RCW 36.70A.040 shall,
 40 not later than September 1, 2002, establish a process for siting

1 secure community transition facilities and adopt or amend its
 2 development regulations as necessary to provide for the siting of
 3 such facilities consistent with statutory requirements applicable to
 4 these facilities.

5 (4) The office of financial management shall maintain a list of
 6 those essential state public facilities that are required or likely
 7 to be built within the next six years. The office of financial
 8 management may at any time add facilities to the list.

9 (5) No local comprehensive plan or development regulation may
 10 preclude the siting of essential public facilities.

11 (6) No person may bring a cause of action for civil damages based
 12 on the good faith actions of any county or city to provide for the
 13 siting of secure community transition facilities in accordance with
 14 this section and with the requirements of chapter 12, Laws of 2001
 15 2nd sp. sess. For purposes of this subsection, "person" includes, but
 16 is not limited to, any individual, agency as defined in RCW
 17 42.17A.005, corporation, partnership, association, and limited
 18 liability entity.

19 (7) Counties or cities siting facilities pursuant to subsection
 20 (2) or (3) of this section shall comply with RCW 71.09.341.

21 (8) The failure of a county or city to act by the deadlines
 22 established in subsections (2) and (3) of this section is not:

23 (a) A condition that would disqualify the county or city for
 24 grants, loans, or pledges under RCW 43.155.070 or 70A.135.070;

25 (b) A consideration for grants or loans provided under RCW
 26 43.17.250(3); or

27 (c) A basis for any petition under RCW 36.70A.280 or for any
 28 private cause of action.

29 **Sec. 13.** RCW 71.24.589 and 2019 c 314 s 29 are each amended to
 30 read as follows:

31 (1) Subject to funds appropriated by the legislature, the
 32 authority shall ~~((implement a pilot project))~~ administer a grant
 33 program for law enforcement assisted diversion which shall adhere to
 34 law enforcement assisted diversion core principles recognized by the
 35 law enforcement assisted diversion national support bureau, the
 36 efficacy of which have been demonstrated in peer-reviewed research
 37 studies.

38 (2) ~~((Under the pilot project, the))~~ The authority must partner
 39 with the law enforcement assisted diversion national support bureau

1 to award ~~((a contract))~~ contracts, subject to appropriation, for
 2 ~~((two or more geographic areas))~~ jurisdictions in the state of
 3 Washington for law enforcement assisted diversion. Cities, counties,
 4 and tribes ~~((may compete for participation in a pilot project))~~,
 5 subdivisions thereof, public development authorities, and community-
 6 based organizations demonstrating support from necessary public
 7 partners, may serve as the lead agency applying for funding. Funds
 8 may be used to scale existing projects, and to invite additional
 9 jurisdictions to launch law enforcement assisted diversion programs.

10 (3) The ~~((pilot projects))~~ program must provide for securing
 11 comprehensive technical assistance from law enforcement assisted
 12 diversion implementation experts to develop and implement a law
 13 enforcement assisted diversion program ~~((in the pilot project's~~
 14 ~~geographic areas))~~ in a way that ensures fidelity to the research-
 15 based law enforcement assisted diversion model. Sufficient funds must
 16 be allocated from grant program funds to secure technical assistance
 17 for the authority and for the implementing jurisdictions.

18 (4) The key elements of a law enforcement assisted diversion
 19 ~~((pilot project))~~ program must include:

20 (a) Long-term case management for individuals with substance use
 21 disorders;

22 (b) Facilitation and coordination with community resources
 23 focusing on overdose prevention;

24 (c) Facilitation and coordination with community resources
 25 focused on the prevention of infectious disease transmission;

26 (d) Facilitation and coordination with community resources
 27 providing physical and behavioral health services;

28 (e) Facilitation and coordination with community resources
 29 providing medications for the treatment of substance use disorders;

30 (f) Facilitation and coordination with community resources
 31 focusing on housing, employment, and public assistance;

32 (g) ~~((Twenty-four))~~ 24 hours per day and seven days per week
 33 response to law enforcement for arrest diversions; and

34 (h) Prosecutorial support for diversion services.

35 (5) No civil liability may be imposed by any court on the state
 36 or its officers or employees, an appointed or elected official,
 37 public employee, public agency as defined in RCW 4.24.470,
 38 combination of units of government and its employees as provided in
 39 RCW 36.28A.010, nonprofit community-based organization, tribal
 40 government entity, tribal organization, or urban Indian organization,

1 based on the administration of a law enforcement assisted diversion
2 program or activities carried out within the purview of a grant
3 received under this program except upon proof of bad faith or gross
4 negligence.

5 **Sec. 14.** RCW 71.24.590 and 2019 c 314 s 30 are each amended to
6 read as follows:

7 (1) When making a decision on an application for licensing or
8 certification of ((a)) an opioid treatment program, the department
9 shall:

10 (a) Consult with the county legislative authorities in the area
11 in which an applicant proposes to locate a program and the city
12 legislative authority in any city in which an applicant proposes to
13 locate a program;

14 (b) License or certify only programs that will be sited in
15 accordance with the appropriate county or city land use ordinances.
16 Counties and cities may require conditional use permits with
17 reasonable conditions for the siting of programs only to the extent
18 that such reasonable conditional use requirements applied to opioid
19 treatment programs are similarly applied to other essential public
20 facilities and health care settings. Pursuant to RCW 36.70A.200, no
21 local comprehensive plan or development regulation may preclude the
22 siting of essential public facilities;

23 (c) Not discriminate in its licensing or certification decision
24 on the basis of the corporate structure of the applicant;

25 (d) Consider the size of the population in need of treatment in
26 the area in which the program would be located and license or certify
27 only applicants whose programs meet the necessary treatment needs of
28 that population;

29 (e) Consider the availability of other certified opioid treatment
30 programs near the area in which the applicant proposes to locate the
31 program;

32 (f) Consider the transportation systems that would provide
33 service to the program and whether the systems will provide
34 reasonable opportunities to access the program for persons in need of
35 treatment;

36 (g) Consider whether the applicant has, or has demonstrated in
37 the past, the capability to provide the appropriate services to
38 assist the persons who utilize the program in meeting goals
39 established by the legislature in RCW 71.24.585. The department shall

1 prioritize licensing or certification to applicants who have
 2 demonstrated such capability and are able to measure their success in
 3 meeting such outcomes;

4 ~~(h) ((Held one public hearing in the community in which the~~
 5 ~~facility is proposed to be located. The hearing shall be held at a~~
 6 ~~time and location that are most likely to permit the largest number~~
 7 ~~of interested persons to attend and present testimony. The department~~
 8 ~~shall notify all appropriate media outlets of the time, date, and~~
 9 ~~location of the hearing at least three weeks in advance of the~~
 10 ~~hearing))~~ Provide public notice to all appropriate media outlets in
 11 the community in which the facility is proposed to be located that
 12 states the applicant is proposing a facility in that community.

13 (2) ((A)) No city or county legislative authority may impose a
 14 maximum capacity for ((a)) an opioid treatment program ~~((of not less~~
 15 ~~than three hundred fifty participants if necessary to address~~
 16 ~~specific local conditions cited by the county))~~.

17 (3) A program applying for licensing or certification from the
 18 department and a program applying for a contract from a state agency
 19 that has been denied the licensing or certification or contract shall
 20 be provided with a written notice specifying the rationale and
 21 reasons for the denial.

22 (4) Opioid treatment programs may order, possess, dispense, and
 23 administer medications approved by the United States food and drug
 24 administration for the treatment of opioid use disorder, alcohol use
 25 disorder, tobacco use disorder, and reversal of opioid overdose. For
 26 an opioid treatment program to order, possess, and dispense any other
 27 legend drug, including controlled substances, the opioid treatment
 28 program must obtain additional licensure as required by the
 29 department, except for patient-owned medications.

30 (5) Opioid treatment programs may accept, possess, and administer
 31 patient-owned medications.

32 (6) Registered nurses and licensed practical nurses may dispense
 33 up to a ~~((thirty-one))~~ 31 day supply of medications approved by the
 34 United States food and drug administration for the treatment of
 35 opioid use disorder to patients of the opioid treatment program,
 36 under an order or prescription and in compliance with 42 C.F.R. Sec.
 37 8.12.

38 (7) A mobile or fixed-site medication unit may be established as
 39 part of a licensed opioid treatment program.

(8) For the purpose of this chapter, "opioid treatment program" means a program that:

(a) Engages in the treatment of opioid use disorder with medications approved by the United States food and drug administration for the treatment of opioid use disorder and reversal of opioid overdose, including methadone; and

(b) Provides a comprehensive range of medical and rehabilitative services.

NEW SECTION. **Sec. 15.** A new section is added to chapter 43.330 RCW to read as follows:

(1) Subject to funds appropriated for this specific purpose, a program is established in the department to fund the construction costs necessary to start up substance use disorder treatment and services programs and recovery housing in regions of the state that currently lack access to such programs.

(2) This funding must be used to increase the number of substance use disorder treatment and services programs and recovery housing in underserved areas such as central and eastern Washington and rural areas.

NEW SECTION. **Sec. 16.** RCW 10.31.115 (Drug possession—Referral to assessment and services) and 2021 c 311 s 13 are each repealed.

Part V - Funding, Promotion, and Training for Recovery Residences

NEW SECTION. **Sec. 17.** A new section is added to chapter 71.24 RCW to read as follows:

Subject to the availability of funds appropriated for this specific purpose, the authority shall:

(1) Make sufficient funding available to support establishment of an adequate and equitable stock of recovery residences in each region of the state;

(2) Establish a voucher program to allow accredited recovery housing operators to hold bed space for individuals who are waiting for treatment;

(3) Conduct outreach to underserved and rural areas to support the development of recovery housing, including adequate resources for women, LGBTQIA+ communities, Black, indigenous, and other people of color communities, immigrant communities, and youth; and

(4) Develop a training for housing providers by January 1, 2024, to assist them with providing appropriate service to LGBTQIA+ communities, Black, indigenous, and other people of color communities, and immigrant communities, including consideration of topics like harassment, communication, antiracism, diversity, and gender affirming behavior, and ensure applicants for grants or loans related to recovery residences receive access to the training.

Sec. 18. RCW 84.36.043 and 1998 c 174 s 1 are each amended to read as follows:

(1) The real and personal property used by a nonprofit organization in providing emergency or transitional housing for low-income homeless persons as defined in RCW 35.21.685 or 36.32.415 or victims of domestic violence who are homeless for personal safety reasons is exempt from taxation if:

(a) The charge, if any, for the housing does not exceed the actual cost of operating and maintaining the housing; and

(b) (i) The property is owned by the nonprofit organization; or
(ii) The property is rented or leased by the nonprofit organization and the benefit of the exemption inures to the nonprofit organization.

(2) The real and personal property used by a nonprofit organization in maintaining an approved recovery residence registered under RCW 41.05.760 is exempt from taxation if:

(a) The charge for the housing does not exceed the actual cost of operating and maintaining the housing; and

(b) (i) The property is owned by the nonprofit organization; or
(ii) The property is rented or leased by the nonprofit organization and the benefit of the exemption inures to the nonprofit organization.

(3) As used in this section:

(a) "Homeless" means persons, including families, who, on one particular day or night, do not have decent and safe shelter nor sufficient funds to purchase or rent a place to stay.

(b) "Emergency housing" means a project that provides housing and supportive services to homeless persons or families for up to sixty days.

(c) "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two

years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

~~((+3+))~~ (d) "Recovery residence" has the same meaning as under RCW 41.05.760.

(4) The exemption in subsection (2) of this section applies to taxes levied for collection in calendar years 2024 through 2033.

(5) This exemption is subject to the administrative provisions contained in RCW 84.36.800 through 84.36.865.

NEW SECTION. Sec. 19. (1) This section is the tax preference performance statement for the tax preference contained in section 18, chapter . . . , Laws of 2023 (section 18 of this act). This performance statement is only intended to be used for subsequent evaluation of the tax preference. It is not intended to create a private right of action by any party or to be used to determine eligibility for preferential tax treatment.

(2) The legislature categorizes this tax preference as one intended to provide tax relief for certain businesses or individuals, as indicated in RCW 82.32.808(2)(e).

(3) By exempting property used by nonprofit organizations maintaining approved recovery residences, it is the legislature's specific public policy objective to maximize funding for recovery residences to the extent possible, thereby increasing availability of such residences.

(4) To measure the effectiveness of the tax exemption provided in section 18 of this act in achieving the specific public policy objectives described in subsection (3) of this section, the joint legislative audit and review committee must evaluate:

(a) Annual changes in the total number of parcels qualifying for the exemption under section 18 of this act;

(b) The amount of annual property tax relief resulting from the tax exemption under section 18 of this act;

(c) The average annual number of people housed at recovery residences located on property qualifying for the exemption under section 18 of this act;

(d) The annualized amount charged for housing at recovery residences located on property qualifying for the exemption under section 18 of this act and the annualized estimated increase in the charge for housing if the properties had not been eligible for the exemption; and

(e) The annual amount of expenditures by nonprofits to maintain recovery residences located on property qualifying for the exemption under section 18 of this act.

(5) The legislature intends to extend the expiration date of the property tax exemption under section 18 of this act if the review by the joint legislative audit and review committee finds that:

(a) The number of properties qualifying for the exemption under section 18 of this act has increased;

(b) The number of individuals using recovery housing located on property qualifying for the exemption under section 18 of this act has increased; and

(c) The amount charged for recovery housing is reasonably consistent with the actual cost of operating and maintaining the housing.

(6) In order to obtain the data necessary to perform the review in subsection (4) of this section, the joint legislative audit and review committee may refer to:

(a) Initial applications for the tax exemption under section 18 of this act as approved by the department of revenue under RCW 84.36.815;

(b) Annual financial statements prepared by nonprofit entities claiming the tax exemption under section 18 of this act;

(c) Filings with the federal government to maintain federal tax exempt status by nonprofit organizations claiming the tax exemption under section 18 of this act; and

(d) Any other data necessary for the evaluation under subsection (4) of this section.

Part VI – Training for Parents of Children with Substance Use Disorder and Caseworkers Within the Department of Children, Youth, and Families

NEW SECTION. **Sec. 20.** A new section is added to chapter 71.24 RCW to read as follows:

(1) The authority, in consultation with the department of children, youth, and families, shall develop a training for parents of adolescents and transition age youth with substance use disorders by June 30, 2024, which training must build on and be consistent and compatible with existing training developed by the authority for

families impacted by substance use disorder, and addressing the following:

(a) Science and education related to substance use disorders and recovery;

(b) Adaptive and functional communication strategies for communication with a loved one about their substance use disorder, including positive communication skills and strategies to influence motivation and behavioral change;

(c) Self-care and means of obtaining support;

(d) Means to obtain opioid overdose reversal medication when appropriate and instruction on proper use; and

(e) Suicide prevention.

(2) The authority and the department of children, youth, and families shall make this training publicly available, and the department of children, youth, and families must promote the training to licensed foster parents and caregivers, including any tribally licensed foster parents and tribal caregivers.

NEW SECTION. **Sec. 21.** A new section is added to chapter 43.216 RCW to read as follows:

The department shall provide opioid overdose reversal medication and training in the use of such medication to all department staff whose job duties require in-person service or case management for child welfare or juvenile rehabilitation clients.

Part VII - Recovery Navigator Programs

NEW SECTION. **Sec. 22.** A new section is added to chapter 71.24 RCW to read as follows:

(1) The authority must develop and implement a data integration platform by June 30, 2025, to support recovery navigator programs, law enforcement assisted diversion programs, arrest and jail alternative programs, and similar diversion efforts. The data integration platform shall:

(a) Serve as a statewide common database available for tracking diversion efforts across the state;

(b) Serve as a data collection and management tool for practitioners, allowing practitioners to input data and information relating to the utilization and outcomes of pretrial diversions,

1 including whether such diversions were terminated, were successfully
2 completed and resulted in dismissal, or are still ongoing;

3 (c) Assist in standardizing definitions and practices; and

4 (d) Track pretrial diversion participants by race, ethnicity,
5 gender, gender expression or identity, disability status, and age.

6 (2) If possible, the authority must leverage and interact with
7 existing platforms already in use in efforts funded by the authority.
8 The authority must establish a quality assurance process for
9 behavioral health administrative services organizations and employ
10 data validation for fields in the data collection workbook. The
11 authority must engage and consult with the law enforcement assisted
12 diversion national support bureau on data integration approaches,
13 platforms, quality assurance protocols, and validation practices.

14 (3) Information submitted to the data integration platform is
15 exempt from public disclosure requirements under chapter 42.56 RCW.

16 **Sec. 23.** RCW 42.56.360 and 2020 c 323 s 2 are each amended to
17 read as follows:

18 (1) The following health care information is exempt from
19 disclosure under this chapter:

20 (a) Information obtained by the pharmacy quality assurance
21 commission as provided in RCW 69.45.090;

22 (b) Information obtained by the pharmacy quality assurance
23 commission or the department of health and its representatives as
24 provided in RCW 69.41.044, 69.41.280, and 18.64.420;

25 (c) Information and documents created specifically for, and
26 collected and maintained by a quality improvement committee under RCW
27 43.70.510, 70.230.080, or 70.41.200, or by a peer review committee
28 under RCW 4.24.250, or by a quality assurance committee pursuant to
29 RCW 74.42.640 or 18.20.390, or by a hospital, as defined in RCW
30 43.70.056, for reporting of health care-associated infections under
31 RCW 43.70.056, a notification of an incident under RCW 70.56.040(5),
32 and reports regarding adverse events under RCW 70.56.020(2)(b),
33 regardless of which agency is in possession of the information and
34 documents;

35 (d)(i) Proprietary financial and commercial information that the
36 submitting entity, with review by the department of health,
37 specifically identifies at the time it is submitted and that is
38 provided to or obtained by the department of health in connection

1 with an application for, or the supervision of, an antitrust
2 exemption sought by the submitting entity under RCW 43.72.310;

3 (ii) If a request for such information is received, the
4 submitting entity must be notified of the request. Within ten
5 business days of receipt of the notice, the submitting entity shall
6 provide a written statement of the continuing need for
7 confidentiality, which shall be provided to the requester. Upon
8 receipt of such notice, the department of health shall continue to
9 treat information designated under this subsection (1)(d) as exempt
10 from disclosure;

11 (iii) If the requester initiates an action to compel disclosure
12 under this chapter, the submitting entity must be joined as a party
13 to demonstrate the continuing need for confidentiality;

14 (e) Records of the entity obtained in an action under RCW
15 18.71.300 through 18.71.340;

16 (f) Complaints filed under chapter 18.130 RCW after July 27,
17 1997, to the extent provided in RCW 18.130.095(1);

18 (g) Information obtained by the department of health under
19 chapter 70.225 RCW;

20 (h) Information collected by the department of health under
21 chapter 70.245 RCW except as provided in RCW 70.245.150;

22 (i) Cardiac and stroke system performance data submitted to
23 national, state, or local data collection systems under RCW
24 70.168.150(2)(b);

25 (j) All documents, including completed forms, received pursuant
26 to a wellness program under RCW 41.04.362, but not statistical
27 reports that do not identify an individual;

28 (k) Data and information exempt from disclosure under RCW
29 43.371.040; ~~((and))~~

30 (l) Medical information contained in files and records of members
31 of retirement plans administered by the department of retirement
32 systems or the law enforcement officers' and firefighters' plan 2
33 retirement board, as provided to the department of retirement systems
34 under RCW 41.04.830; and

35 (m) Data submitted to the data integration platform under section
36 22 of this act.

37 (2) Chapter 70.02 RCW applies to public inspection and copying of
38 health care information of patients.

(3) (a) Documents related to infant mortality reviews conducted pursuant to RCW 70.05.170 are exempt from disclosure as provided for in RCW 70.05.170(3).

(b) (i) If an agency provides copies of public records to another agency that are exempt from public disclosure under this subsection (3), those records remain exempt to the same extent the records were exempt in the possession of the originating entity.

(ii) For notice purposes only, agencies providing exempt records under this subsection (3) to other agencies may mark any exempt records as "exempt" so that the receiving agency is aware of the exemption, however whether or not a record is marked exempt does not affect whether the record is actually exempt from disclosure.

(4) Information and documents related to maternal mortality reviews conducted pursuant to RCW 70.54.450 are confidential and exempt from public inspection and copying.

NEW SECTION. **Sec. 24.** A new section is added to chapter 71.24 RCW to read as follows:

(1) The authority shall contract with the Washington state institute for public policy to conduct a study of the long-term effectiveness of the recovery navigator programs under RCW 71.24.115 and law enforcement assisted diversion programs under RCW 71.24.589 implemented in Washington state, with reports due by June 30, 2028, June 30, 2033, and June 30, 2038, and an assessment as described under subsection (2) of this section. The Washington state institute for public policy shall collaborate with the authority and the substance use recovery services advisory committee under RCW 71.24.546 on the topic of data collection and to determine the parameters of the report, which shall include:

(a) Recidivism rates for recovery navigator and law enforcement assisted diversion program participants, including a comparison between individuals who did and did not use the pretrial diversion program under section 9 of this act, and outcomes for these individuals;

(b) Trends or disparities in utilization of the recovery navigator and LEAD programs and outcomes based on race, ethnicity, gender, gender expression or identity, disability status, age, and other appropriate characteristics; and

1 (c) Recommendations, if any, for modification and improvement of
2 the recovery navigator program or law enforcement assisted diversion
3 programs.

4 (2)(a) The Washington state institute for public policy shall, in
5 consultation with the authority and other key stakeholders, conduct a
6 descriptive assessment of the current status of statewide recovery
7 navigator programs and the degree to which the implementation of
8 these programs reflects fidelity to the core principles of the law
9 enforcement assisted diversion program as established by the law
10 enforcement assisted diversion national support bureau in its toolkit
11 as it existed on July 1, 2023, which shall include:

12 (i) The results of the law enforcement assisted diversion
13 standards fidelity index analysis, conducted by an independent
14 research scientist with expertise in law enforcement assisted
15 diversion evaluation, including findings with respect to each
16 standard assessed, for each recovery navigator program, in each
17 behavioral health administrative services organization region;

18 (ii) Reports on utilization of technical support from the law
19 enforcement assisted diversion national support bureau by recovery
20 navigator program contractors, the authority, and behavioral health
21 administrative services organizations; and

22 (iii) Barriers to achieving fidelity to core principles.

23 (b) The report shall also describe law enforcement assisted
24 diversion programs in Washington state that are not affiliated with
25 recovery navigator programs.

26 (c) The report may include recommendations for changes to
27 recovery navigator programs reported by recovery navigator program
28 administrators, stakeholders, or participants.

29 (d) The authority, behavioral health administrative services
30 organizations, and other recovery navigator program administrators
31 shall cooperate with the institute in making this assessment.

32 (e) The institute shall submit this assessment to the governor
33 and relevant committees of the legislature by June 30, 2024.

34 (3) The authority shall cooperate with the Washington state
35 institute for public policy to provide data for the assessment and
36 reports under this section.

37 (4) The authority must establish an expedited preapproval process
38 by August 1, 2023, that allows requests for the use of data to be
39 forwarded to the Washington state institutional review board without
40 delay when the request is made by the Washington state institute for

1 public policy for the purpose of completing a study that has been
2 directed by the legislature.

3 **Sec. 25.** RCW 71.24.115 and 2021 c 311 s 2 are each amended to
4 read as follows:

5 (1) Each behavioral health administrative services organization
6 shall establish ~~((a))~~ recovery navigator ~~((program))~~ programs with
7 the goal of providing law enforcement and other criminal legal system
8 personnel with a credible alternative to further legal system
9 involvement for criminal activity that stems from unmet behavioral
10 health needs or poverty. The programs shall work to improve community
11 health and safety by reducing individuals' involvement with the
12 criminal legal system through the use of specific human services
13 tools and in coordination with community input. Each program must
14 include a dedicated project manager and be governed by a policy
15 coordinating group comprised, in alignment with the core principles,
16 of local executive and legislative officials, public safety agencies,
17 including police and prosecutors, and civil rights, public defense,
18 and human services organizations.

19 (2) The recovery navigator programs shall be organized on a scale
20 that permits meaningful engagement, collaboration, and coordination
21 with local law enforcement and municipal agencies through the policy
22 coordinating groups. The ~~((program))~~ programs shall provide
23 community-based outreach, intake, assessment, and connection to
24 services and, as appropriate, long-term intensive case management and
25 recovery coaching services, to youth and adults with substance use
26 disorder, including for persons with co-occurring substance use
27 disorders and mental health conditions, who are referred to the
28 program from diverse sources and shall facilitate and coordinate
29 connections to a broad range of community resources for youth and
30 adults with substance use disorder, including treatment and recovery
31 support services. Recovery navigator programs must serve and
32 prioritize individuals who are actually or potentially exposed to the
33 criminal legal system with respect to unlawful behavior connected to
34 substance use or other behavioral health issues.

35 ~~((2) The))~~ (3) By June 30, 2024, the authority shall
36 ~~((establish))~~ revise its uniform program standards for behavioral
37 health administrative services organizations to follow in the design
38 of their recovery navigator programs to achieve fidelity with the
39 core principles. The uniform program standards must be modeled upon

1 the components of the law enforcement assisted diversion program and
2 address project management, field engagement, biopsychosocial
3 assessment, intensive case management and care coordination,
4 stabilization housing when available and appropriate, and, as
5 necessary, legal system coordination for participants' legal cases
6 that may precede or follow referral to the program. The uniform
7 program standards must incorporate the law enforcement assisted
8 diversion framework for diversion at multiple points of engagement
9 with the criminal legal system, including prearrest, prebooking,
10 prefiling, and for ongoing case conferencing with law enforcement,
11 prosecutors, community stakeholders, and program case managers. The
12 authority must adopt the uniform program standards from the
13 components of the law enforcement assisted diversion program to
14 accommodate an expanded population of persons with substance use
15 disorders, including persons with co-occurring substance use
16 disorders and mental health conditions, ~~((and allow))~~ provide for
17 referrals from a broad range of sources, and require prioritization
18 of those who are or likely will be exposed to the criminal legal
19 system related to their behavioral health challenges. In addition to
20 accepting referrals from law enforcement and courts of limited
21 jurisdiction, the uniform program standards must provide guidance for
22 accepting referrals on behalf of persons with substance use
23 disorders, including persons with co-occurring substance use
24 disorders and mental health conditions, from various sources
25 including, but not limited to, self-referral, family members of the
26 individual, emergency department personnel, persons engaged with
27 serving homeless persons, including those living unsheltered or in
28 encampments, fire department personnel, emergency medical service
29 personnel, community-based organizations, members of the business
30 community, harm reduction program personnel, faith-based organization
31 staff, and other sources within the criminal legal system, ~~((as~~
32 ~~outlined))~~ so that individuals are engaged as early as possible
33 within the sequential intercept model. In developing response time
34 requirements within the statewide program standards, the authority
35 shall require, subject to the availability of amounts appropriated
36 for this specific purpose, that responses to referrals from law
37 enforcement occur immediately for in-custody referrals and shall
38 strive for rapid response times to other appropriate settings such as
39 emergency departments and courts of limited jurisdiction.

1 ~~((3))~~ (4) Subject to the availability of amounts appropriated
 2 for this specific purpose, the authority shall provide funding to
 3 each behavioral health administrative services organization for the
 4 ~~((development of its))~~ continuation of and, as required by this
 5 section, the revisions to and reorganization of the recovery
 6 navigator ((program)) programs they fund. Before receiving funding
 7 for implementation and ongoing administration, each behavioral health
 8 administrative services organization must submit a program plan that
 9 demonstrates the ability to fully comply with statewide program
 10 standards. The authority shall establish a schedule for the regular
 11 review of recovery navigator programs funded by behavioral health
 12 administrative services ((organizations' programs)) organizations.
 13 The authority shall arrange for technical assistance to be provided
 14 by the LEAD national support bureau to all behavioral health
 15 administrative services organizations, the authority, contracted
 16 providers, and independent stakeholders and partners, such as
 17 prosecuting attorneys and law enforcement.

18 ~~((4))~~ (5) Each behavioral health administrative services
 19 organization must have a substance use disorder regional
 20 administrator for its recovery navigator program. The regional
 21 administrator shall be responsible for assuring compliance with
 22 program standards, including staffing standards. Each recovery
 23 navigator program must maintain a sufficient number of appropriately
 24 trained personnel for providing intake and referral services,
 25 conducting comprehensive biopsychosocial assessments, providing
 26 intensive case management services, and making warm handoffs to
 27 treatment and recovery support services along the continuum of care.
 28 Program staff must include people with lived experience with
 29 substance use disorder to the extent possible. The substance use
 30 disorder regional administrator must assure that staff who are
 31 conducting intake and referral services and field assessments are
 32 paid a livable and competitive wage and have appropriate initial
 33 training and receive continuing education.

34 ~~((5))~~ (6) Each recovery navigator program must submit quarterly
 35 reports to the authority with information identified by the authority
 36 and the substance use recovery services advisory committee. The
 37 reports must be provided to the substance use recovery services
 38 advisory committee for discussion at meetings following the
 39 submission of the reports.

1 (7) No civil liability may be imposed by any court on the state
2 or its officers or employees, an appointed or elected official,
3 public employee, public agency as defined in RCW 4.24.470,
4 combination of units of government and its employees as provided in
5 RCW 36.28A.010, nonprofit community-based organization, tribal
6 government entity, tribal organization, or urban Indian organization,
7 based on the administration of a recovery navigator program except
8 upon proof of bad faith or gross negligence.

9 (8) For the purposes of this section, the term "core principles"
10 means the core principles of a law enforcement assisted diversion
11 program, as established by the law enforcement assisted diversion
12 national support bureau in its toolkit, as it existed on July 1,
13 2023.

14 **Part VIII - Establishing a Pilot Program for Health Engagement Hubs**

15 NEW SECTION. **Sec. 26.** A new section is added to chapter 71.24
16 RCW to read as follows:

17 (1)(a) The authority shall implement a pilot program for health
18 engagement hubs by August 1, 2024. The pilot program will test the
19 functionality and operability of health engagement hubs, including
20 whether and how to incorporate and build on existing medical, harm
21 reduction, treatment, and social services in order to create an all-
22 in-one location where people who use drugs can access such services.

23 (b) Subject to amounts appropriated, the authority shall
24 establish pilot programs on at least two sites, with one site located
25 in an urban area and one located in a rural area.

26 (c) The authority shall report on the pilot program results,
27 including recommendations for expansion, and rules and payment
28 structures, to the legislature no later than August 1, 2026.

29 (2) The authority shall develop payment structures for health
30 engagement hubs by June 30, 2024. Subject to the availability of
31 funds appropriated for this purpose, and to the extent allowed under
32 federal law, the authority shall direct medicaid managed care
33 organizations to adopt a value-based bundled payment methodology in
34 contracts with health engagement hubs and other opioid treatment
35 providers. The authority shall not implement this requirement in
36 managed care contracts unless expressly authorized by the
37 legislature.

38 (3) A health engagement hub is intended to:

(a) Serve as an all-in-one location where people 18 years of age or older who use drugs can access a range of medical, harm reduction, treatment, and social services;

(b) Be affiliated with existing syringe service programs, federally qualified health centers, community health centers, overdose prevention sites, safe consumption sites, patient-centered medical homes, tribal behavioral health programs, peer run organizations such as clubhouses, services for unhoused people, supportive housing, and opioid treatment programs including mobile and fixed-site medication units established under an opioid treatment program, or other appropriate entity;

(c) Provide referrals or access to methadone and other medications for opioid use disorder;

(d) Function as a patient-centered medical home by offering high-quality, cost-effective patient-centered care, including wound care;

(e) Provide harm reduction services and supplies; and

(f) Provide linkage to housing, transportation, and other support services.

Part IX - Education and Employment Pathways

NEW SECTION. **Sec. 27.** A new section is added to chapter 71.24 RCW to read as follows:

Subject to funding provided for this specific purpose, the authority shall establish a grant program for providers of employment, education, training, certification, and other supportive programs designed to provide persons recovering from a substance use disorder with employment and education opportunities. The grant program shall employ a low-barrier application and give priority to programs that engage with black, indigenous, persons of color, and other historically underserved communities.

Part X - Providing a Statewide Directory of Recovery Services

NEW SECTION. **Sec. 28.** A new section is added to chapter 71.24 RCW to read as follows:

Subject to funding provided for this specific purpose, the authority must collaborate with the department and the department of social and health services to expand the Washington recovery helpline and the recovery readiness asset tool to provide a dynamically

updated statewide behavioral health treatment and recovery support services mapping tool that includes a robust resource database for those seeking services and a referral system to be incorporated within the locator tool to help facilitate the connection between an individual and a facility that is currently accepting new referrals. The tool must include dual interface capability, one for public access and one for internal use and management.

Part XI - Investing Adequately in Statewide Diversion Services

NEW SECTION. **Sec. 29.** The appropriations in this section are provided to the department of health and are subject to the following conditions and limitations:

The following sums, or so much thereof as may be necessary, are each appropriated: \$47,000 from the state general fund-local for the fiscal biennium ending June 30, 2025; and \$13,000 from the health professions account for the fiscal biennium ending June 30, 2025. The amounts in this section are provided solely for the department of health to adopt rules related to mobile medication units and conduct inspections for such units under RCW 71.24.590.

NEW SECTION. **Sec. 30.** The appropriations in this section are provided to the department of revenue and are subject to the following conditions and limitations:

The following sums, or so much thereof as may be necessary, are each appropriated: \$594,000 from the state general fund for the fiscal year ending June 30, 2024; and \$140,000 from the state general fund for the fiscal year ending June 30, 2025. The amounts in this section are provided solely for the department of revenue to administer the recovery residence tax exemption created in RCW 84.36.043.

NEW SECTION. **Sec. 31.** The appropriation in this section is provided to the joint legislative audit and review committee and is subject to the following conditions and limitations:

The sum of \$23,000, or as much thereof as may be necessary, is appropriated for the fiscal biennium ending June 30, 2025, from the performance audits of government account. The amount in this section is provided solely for the purposes of conducting a tax preference

1 review of the property tax exemption for recovery residences under
2 RCW 84.36.043.

3 NEW SECTION. **Sec. 32.** The appropriation in this section is
4 provided to the Washington state patrol and is subject to the
5 following conditions and limitations:

6 The following sums, or so much thereof as may be necessary, are
7 each appropriated: \$813,000 from the state general fund for the
8 fiscal year ending June 30, 2024; and \$450,000 from the state general
9 fund for the fiscal year ending June 30, 2025. The amounts in this
10 section are provided solely to support the Washington state patrol
11 bureau of forensic laboratory services in completing the necessary
12 analysis for any evidence submitted for a suspected violation of RCW
13 69.50.4011(1)(b), 69.50.4013, or 69.41.030 within 45 days of receipt
14 of the request for analysis.

15 NEW SECTION. **Sec. 33.** The appropriations in this section are
16 provided to the state health care authority and are subject to the
17 following conditions and limitations:

18 (1) The following sums, or so much thereof as may be necessary,
19 are each appropriated: \$3,600,000 from the opioid abatement
20 settlement account for the fiscal biennium ending June 30, 2025;
21 \$700,000 from the state general fund for the fiscal year ending June
22 30, 2024; and \$700,000 from the state general fund for the fiscal
23 year ending June 30, 2025. The amounts in this subsection are
24 provided solely for the purposes of maintaining a memorandum of
25 understanding with the criminal justice training commission to
26 provide ongoing funding for community grants under RCW 36.28A.450.

27 (2) The following sums, or so much thereof as may be necessary,
28 are each appropriated: \$3,783,000 from the opioid abatement
29 settlement account for the fiscal biennium ending June 30, 2025; and
30 \$3,810,000 from the general fund-federal for the fiscal biennium
31 ending June 30, 2025. The amounts in this subsection are provided
32 solely for the administration of this act.

33 (3) The following sums, or so much thereof as may be necessary,
34 are each appropriated: \$1,000,000 from the state general fund for the
35 fiscal year ending June 30, 2024; and \$1,000,000 from the state
36 general fund for the fiscal year ending June 30, 2025. The amounts in
37 this subsection are provided solely for the authority to award grants
38 to crisis services providers to establish and expand 23-hour crisis

1 relief center capacity. It is the intent of the legislature that
2 grants are awarded to an equivalent number of providers to the west
3 and the east of the Cascade mountains. The authority must consider
4 the geographic distribution of proposed grant applicants and the
5 regional need for 23-hour crisis relief centers when awarding grant
6 funds.

7 (4) The sum of \$4,000,000, or as much thereof as may be
8 necessary, is appropriated for the fiscal biennium ending June 30,
9 2025, from the opioid abatement settlement account. The amount in
10 this subsection is provided solely for the authority to establish a
11 health engagement hub pilot program to include both urban and rural
12 locations under section 26 of this act.

13 (5) The sum of \$3,768,000, or as much thereof as may be
14 necessary, is appropriated for the fiscal biennium ending June 30,
15 2025, from the opioid abatement settlement account. The amount in
16 this subsection is provided solely for the authority to increase the
17 number of mobile methadone units operated by existing opioid
18 treatment providers, increase the number of opioid treatment provider
19 fixed medication units operated by existing opioid treatment
20 providers, and to expand opioid treatment programs with a
21 prioritization for rural areas.

22 (6) The sum of \$5,242,000, or as much thereof as may be
23 necessary, is appropriated for the fiscal biennium ending June 30,
24 2025, from the opioid abatement settlement account. The amount in
25 this subsection is provided solely for the authority to provide
26 grants to providers of employment and educational services to
27 individuals with substance use disorder under section 27 of this act.

28 (7) The following sums, or so much thereof as may be necessary,
29 are each appropriated: \$750,000 from the state general fund for the
30 fiscal year ending June 30, 2024; \$750,000 from the state general
31 fund for the fiscal year ending June 30, 2025; and \$500,000 from the
32 opioid abatement settlement account for the fiscal biennium ending
33 June 30, 2025. The amounts in this subsection are provided solely for
34 the authority to provide grants to support substance use disorder
35 family navigator programs.

36 (8) The following sums, or so much thereof as may be necessary,
37 are each appropriated: \$3,750,000 from the state general fund for the
38 fiscal year ending June 30, 2024; and \$3,750,000 from the state
39 general fund for the fiscal year ending June 30, 2025. The amounts in
40 this subsection are provided solely for the authority to provide

1 short-term housing vouchers for individuals with substance use
2 disorders, with a focus on providing such resources to people in the
3 five most populous counties of the state.

4 (9) The following sums, or so much thereof as may be necessary,
5 are each appropriated: \$2,000,000 from the state general fund for the
6 fiscal year ending June 30, 2024; and \$2,000,000 from the state
7 general fund for the fiscal year ending June 30, 2025. The amounts in
8 this subsection are provided solely for the authority to provide
9 grants for the operational costs of new staffed recovery residences
10 which serve individuals with substance use disorders who require more
11 support than a level 1 recovery residence, with a focus on providing
12 grants to recovery residences which serve individuals in the five
13 most populous counties of the state.

14 (10) The following sums, or so much thereof as may be necessary,
15 are each appropriated: \$1,000,000 from the state general fund for the
16 fiscal year ending June 30, 2024; and \$1,000,000 from the state
17 general fund for the fiscal year ending June 30, 2025. The amounts in
18 this subsection are provided solely for the authority to support the
19 provision of behavioral health co-responder services on nonlaw
20 enforcement emergency medical response teams.

21 (11) The following sums, or so much thereof as may be necessary,
22 are each appropriated: \$250,000 from the state general fund for the
23 fiscal year ending June 30, 2024; and \$250,000 from the state general
24 fund for the fiscal year ending June 30, 2025. The amounts in this
25 subsection are provided solely for the authority to continue and
26 increase a contract for services funded in section 215(127), chapter
27 297, Laws of 2022 (ESSB 5693) to provide information and support
28 related to safe housing and support services for youth exiting
29 inpatient mental health and/or substance use disorder facilities to
30 stakeholders, inpatient treatment facilities, young people, and other
31 community providers that serve unaccompanied youth and young adults.

32 (12) The following sums, or so much thereof as may be necessary,
33 are each appropriated: \$2,500,000 from the state general fund for the
34 fiscal year ending June 30, 2024; and \$2,500,000 from the state
35 general fund for the fiscal year ending June 30, 2025. The amounts in
36 this subsection are provided solely for the authority to award
37 contracts through the grant program for law enforcement assisted
38 diversion under RCW 71.24.589.

1 NEW SECTION. **Sec. 34.** The appropriations in this section are
2 provided to the department of commerce and are subject to the
3 following conditions and limitations:

4 The following sums, or so much thereof as may be necessary, are
5 each appropriated: \$1,500,000 from the state general fund for the
6 fiscal year ending June 30, 2024; and \$1,500,000 from the state
7 general fund for the fiscal year ending June 30, 2025. The amounts in
8 this section are provided solely for the office of homeless youth to
9 administer a competitive grant process to award funding to licensed
10 youth shelters, HOPE centers, and crisis residential centers to
11 provide behavioral health support services, including substance use
12 disorder services, for youth in crisis, and to increase funding for
13 current grantees.

14 NEW SECTION. **Sec. 35.** The appropriations in this section are
15 provided to the office of public defense and are subject to the
16 following conditions and limitations:

17 The following sums, or so much thereof as may be necessary, are
18 each appropriated: \$3,000,000 from the state general fund for the
19 fiscal year ending June 30, 2024; and \$6,000,000 from the state
20 general fund for the fiscal year ending June 30, 2025. The amounts in
21 this section are provided solely for the purpose of section 39 of
22 this act.

23 **Part XII - Streamlining Substance Use Disorder Treatment Assessments**

24 NEW SECTION. **Sec. 36.** A new section is added to chapter 71.24
25 RCW to read as follows:

26 (1) The authority shall convene a work group to recommend changes
27 to systems, policies, and processes related to intake, screening, and
28 assessment for substance use disorder services, with the goal to
29 broaden the workforce capable of administering substance use disorder
30 assessments and to make the assessment process as brief as possible,
31 including only what is necessary to manage utilization and initiate
32 care. The assessment shall be low barrier, person-centered, and
33 amenable to administration in diverse health care settings and by a
34 range of health care professionals. The assessment shall consider the
35 person's self-identified needs and preferences when evaluating
36 direction of treatment and may include different components based on
37 the setting, context, and past experience with the client.

(2) The work group must include care providers, payors, people who use drugs, individuals in recovery from substance use disorder, and other individuals recommended by the authority. The work group shall present its recommendations to the governor and appropriate committees of the legislature by December 1, 2024.

Sec. 37. RCW 18.64.600 and 2020 c 244 s 2 are each amended to read as follows:

(1) The license of location for a pharmacy licensed under this chapter may be extended to a remote dispensing site where technology is used to dispense medications (~~((approved by the United States food and drug administration))~~) used for the treatment of opioid use disorder or its symptoms.

(2) In order for a pharmacy to use remote dispensing sites, a pharmacy must register each separate remote dispensing site with the commission.

(3) The commission shall adopt rules that establish minimum standards for remote dispensing sites registered under this section. The minimum standards shall address who may retrieve medications for opioid use disorder stored in or at a remote dispensing site pursuant to a valid prescription or chart order. The minimum standards must require the pharmacy be responsible for stocking and maintaining a perpetual inventory of the medications for opioid use disorder stored in or at the registered remote dispensing site. The dispensing technology may be owned by either the pharmacy or the registered remote dispensing site.

(4) The secretary may adopt rules to establish a reasonable fee for obtaining and renewing a registration issued under this section.

(5) The registration issued under this section will be considered as part of the pharmacy license issued under RCW 18.64.043. If the underlying pharmacy license is not active, then the registration shall be considered inoperable by operation of law.

Part XIII - Health Care Authority Comprehensive Data Reporting Requirements

NEW SECTION. **Sec. 38.** A new section is added to chapter 71.24 RCW to read as follows:

(1) The authority is responsible for providing regular assessments of the prevalence of substance use disorders and

1 interactions of persons with substance use disorder with service
2 providers, nonprofit service providers, first responders, health care
3 facilities, and law enforcement agencies. Beginning in 2026, the
4 annual report required in subsection (3)(a) of this section shall
5 include a comprehensive assessment of the information described in
6 this subsection for the prior calendar year.

7 (2)(a) The authority shall identify the types and sources of data
8 necessary to implement the appropriate means and methods of gathering
9 data to provide the information required in subsection (1) of this
10 section.

11 (b) The authority must provide a preliminary inventory report to
12 the governor and the legislature by December 1, 2023, and a final
13 inventory report by December 1, 2024. The reports must:

14 (i) Identify existing types and sources of data available to the
15 authority to provide the information required in subsection (1) of
16 this section and what data are necessary but currently unavailable to
17 the authority;

18 (ii) Include recommendations for new data connections, new data-
19 sharing authority, and sources of data that are necessary to provide
20 the information required in subsection (1) of this section; and

21 (iii) Include recommendations, including any necessary
22 legislation, regarding the development of reporting mechanisms
23 between the authority and service providers, nonprofit service
24 providers, health care facilities, law enforcement agencies, and
25 other state agencies to gather the information required in subsection
26 (1) of this section.

27 (3)(a) Beginning July 1, 2024, and each July 1st thereafter until
28 July 1, 2028, the authority shall provide an implementation report to
29 the governor and the legislature regarding recovery residences,
30 recovery navigator programs, the health engagement pilot programs,
31 and the law enforcement assisted diversion grants program. The report
32 shall include:

33 (i) The number of contracts awarded to law enforcement assisted
34 diversion programs, including the amount awarded in the contract, and
35 the names and service locations of contract recipients;

36 (ii) The location of recovery residences, recovery navigator
37 programs, health engagement hub pilot programs, and law enforcement
38 assisted diversion programs;

1 (iii) The scope and nature of services provided by recovery
2 navigator programs, health engagement hub pilot programs, and law
3 enforcement assisted diversion programs;

4 (iv) The number of individuals served by recovery residences,
5 recovery navigator programs, health engagement hub pilot programs,
6 and law enforcement assisted diversion programs;

7 (v) If known, demographic data concerning the utilization of
8 these services by overburdened and underrepresented communities; and

9 (vi) The number of grants awarded to providers of employment,
10 education, training, certification, and other supportive programs,
11 including the amount awarded in each grant and the names of provider
12 grant recipients, as provided for in section 27 of this act.

13 (b) The data obtained by the authority under this section shall
14 be integrated with the Washington state institute for public policy
15 report under section 24 of this act.

16 (4) Beginning in the July 1, 2027, report in subsection (3)(a) of
17 this section, the authority shall provide:

18 (a) The results and effectiveness of the authority's
19 collaboration with the department of health and the department of
20 social and health services to expand the Washington recovery helpline
21 and recovery readiness asset tool to provide a dynamically updated
22 statewide behavioral health treatment and recovery support services
23 mapping tool, including the results and effectiveness with respect to
24 overburdened and underrepresented communities, in accordance with
25 section 28 of this act;

26 (b) The results and effectiveness of the authority's development
27 and implementation of a data integration platform to support recovery
28 navigator programs and to serve as a common database available for
29 diversion efforts across the state, including the results and
30 effectiveness with respect to overburdened and underrepresented
31 communities, as provided in section 22 of this act;

32 (c) The effectiveness and outcomes of training developed and
33 provided by the authority in consultation with the department of
34 children, youth, and families, as provided in section 20 of this act;
35 and

36 (d) The effectiveness and outcomes of training developed by the
37 authority for housing providers, as provided in section 17(4) of this
38 act.

**Part XIV - Public Defense Consultation and Representation for
Indigent Adults**

NEW SECTION. **Sec. 39.** A new section is added to chapter 2.70 RCW to read as follows:

(1) Subject to amounts appropriated for this specific purpose, the office of public defense may provide reimbursement of eligible expenses or contract directly with indigent defense providers for consultation and representation services for indigent adults facing pending charges or charged with violations of RCW 69.50.4011(1) (b) or (c), 69.50.4013, 69.50.4014, or 69.41.030(2) (b) or (c), or charged with offenses involving allegations of possession or public use of a controlled substance, counterfeit substance, or legend drug, in courts of limited jurisdiction in counties with a population of 500,000 or less and cities with a population of 200,000 or less. The county or city may enter into an agreement with the office of public defense for reimbursement of eligible expenses or designate the office of public defense to contract directly with indigent defense providers for consultation and representation services in their jurisdiction.

(2) Nothing in this section creates an entitlement to counsel at state expense or a right by counties or cities for the provision of services by the office of public defense that would exceed the amounts appropriated for this specific purpose.

Part XV - Miscellaneous Provisions

NEW SECTION. **Sec. 40.** Section 6 of this act takes effect January 1, 2025.

Sec. 41. 2021 c 311 s 29 (uncodified) is amended to read as follows:

Sections 8 through 10(~~(7)~~) and 12(~~(7, 15, and 16)~~) of this act expire July 1, 2023.

NEW SECTION. **Sec. 42.** Sections 1 through 5, 7 through 11, and 41 of this act are necessary for the immediate preservation of the public peace, health, or safety, or support of the state government and its existing public institutions, and take effect July 1, 2023.

NEW SECTION. **Sec. 43.** If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected."

E2SSB 5536 - S AMD 470
By Senator Robinson

ADOPTED 05/16/2023

On page 1, line 4 of the title, after "paraphernalia;" strike the remainder of the title and insert "amending RCW 69.50.4011, 69.50.4013, 69.50.4014, 69.41.030, 69.50.509, 69.50.4121, 9.96.060, 36.70A.200, 71.24.589, 71.24.590, 10.31.110, and 84.36.043; amending 2021 c 311 s 29 (uncodified); adding a new section to chapter 43.43 RCW; adding new sections to chapter 69.50 RCW; adding a new section to chapter 43.330 RCW; adding a new section to chapter 26.12 RCW; adding new sections to chapter 71.24 RCW; adding new sections to chapter 43.216 RCW; adding a new section to chapter 2.70 RCW; creating new sections; repealing RCW 10.31.115; prescribing penalties; making appropriations; providing effective dates; and declaring an emergency."

EFFECT: (1) Adds gross misdemeanor offenses prohibiting knowing use of a controlled or counterfeit substance in a public place and defines use to mean introduction of the substance into the human body by injection, inhalation, ingestion, or any other means.

(2) Fixes the penalty for the gross misdemeanor offenses of knowing possession or use of a controlled or counterfeit substance as up to 180 days in jail, a \$1,000 fine, or both, or 364 days in jail, a \$1,000 fine, or both if the defendant has two or more prior convictions for the same offense occurring after July 1, 2023.

(3) Clarifies no person may be charged with both possession and use of a controlled or counterfeit substance related to the same course of conduct.

(4) Removes requirement for the court to advise the defendant of the availability of pretrial diversion programs.

(5) Extends and makes permanent the misdemeanor classification for possession of a legend drug and adds misdemeanor offense for use of a legend drug in a public place.

(6) Provides that the prohibition on selling or permitting the sale of drug paraphernalia does not apply to distribution of certain supplies by outreach, shelter, and housing programs.

(7) Provides that the state occupies and preempts the field of drug paraphernalia regulation, however cities or counties may still enact laws or ordinances relating to the establishment or regulation of harm reduction services concerning drug paraphernalia.

(8) Clarifies the creation of the pretrial diversion under the bill will not prevent the parties to a drug possession or public use

case from seeking to resolve the case through any other alternative to prosecution, such as therapeutic courts, deferred prosecutions, or stipulated orders of continuances.

(9) Modifies provisions related to pretrial diversions (PTD) for applicable drug offenses, including by:

- Expanding the circumstances when PTD is available to include when a person is charged with knowing use of a controlled substance, counterfeit substance, or legend drug in a public place;
- Encouraging prosecuting attorneys to divert cases meeting certain criteria;
- Requiring the prosecutor consent to the defendant's participation in PTD prior to the court granting the motion;
- Clarifying that PTD must utilize either the Recovery Navigator Programs (RNP), Law Enforcement Assisted Diversion (LEAD) programs, or Arrest and Jail Alternative (AJA) programs available in the relevant jurisdiction;
- Requiring the RNP, LEAD, or AJA program to provide the court written confirmation of completion of the assessment and a statement indicating the defendant's enrollment or referral to any specific services and, if the assessment includes a referral to specific services, regular written status updates at least monthly;
- Exempting the written report and updates and their copies from disclosure under the public records act;
- Providing that if the applicable program's written report does not recommend any treatment or services, the defendant must instead complete up to 120 hours of community service;
- Specifying specific procedures for a hearing on a motion for termination from pretrial diversion, including certain factors that the court must consider;
- Requiring the RNP, LEAD, and AJA programs, beginning January 1, 2025, to input certain data and information about applicable cases in the health care authority's (HCA) data integration platform; and
- Providing that the defendant successfully completes pretrial diversion by having 12 months of substantial compliance with assessment and recommended treatment or services and progress toward recovery goals as reflected by a written status update from the applicable program or by successfully completing the recommended treatment or services, whichever occurs first, or, if no treatment or services were recommended by the applicable program, by completing the community service and submitting proof of completion to the court.

(10) Eliminates the provisions directing specific sentencing requirements for applicable drug offense convictions based on the defendant's willingness to comply with certain agreed conditions of probation, and instead encourages the court, when sentencing an individual for an applicable drug offense, to utilize any other resolution that suits the circumstance of the defendant's situation and advances stabilization, recovery, crime reduction, and justice.

(11) Requires the court to vacate a conviction for an applicable drug offense if the defendant either completes a substance use disorder program and files proof with the court or enrolls with a RNP, LEAD, or AJA program and substantially complies with recommended treatment or services for six months.

(12) Provides that harm reduction programs include programs that offer low threshold options for accessing SUD treatment and other services, rather than other health care services.

(13) Requires DOH to provide public notice to appropriate media outlets in a community when an applicant proposes to site an opiate treatment program in the community, instead of requiring DOH to hold a public hearing.

(14) Requires the Department of Commerce, subject to the availability of funds, to fund the construction costs of SUD treatment and services programs and recovery housing, rather than SUD treatment programs.

(15) Removes requirement for courts to provide counsel for certain parents or guardians in a parenting plan or child custody proceeding.

(16) Eliminates requirement for HCA to expand a revolving fund program to make loans or grants available for recovery residence operators to use for necessary capital expenses.

(17) Removes requirement for HCA to establish a voucher program for individuals have returned to use and need a place to stay while negotiating a return to stable housing.

(18) Expands requirement for HCA to develop a training for housing providers to help them provide appropriate service to include Black, indigenous, and or people of color communities and immigrant communities in addition to LGBTQIA+ communities.

(19) Specifies HCA that the training for parents of youth with substance use disorders must be for parents of youth aged 13 and up, build on and be consistent and compatible with existing training developed by HCA for families impacted by SUDs, and include suicide prevention.

(20) Requires the DCYF to provide opioid overdose reversal medication and training to DCYF staff whose job duties require in person service or case management for child welfare or juvenile rehabilitation clients, rather than to persons who may contact individuals experiencing overdose.

(21) Extends the date for HCA to develop a data integration platform to serve as a common database for diversion efforts by one year from June 30, 2024, to June 30, 2025, adds specifications such as the capacity for practitioners to input data relating to RNPs, LEAD programs, AJA programs, and similar diversion efforts and tracking diversion participants by race, ethnicity, gender, gender expression or identity, disability status, and age, requires HCA to engage and consult with the LEAD National Support Bureau, and exempts data submitted to the data integration platform from public disclosure requirements under the Public Disclosure Act.

(22) Expands the long-term effectiveness study of RNPs by the Washington State Institute for Public Policy (WSIPP) to include LEAD programs and to include a descriptive assessment of the current status of RNPs and LEAD programs to be submitted by June 30, 2024.

(23) Modifies RNPs by defining the goal of RNPs to provide a credible alternative to further legal system involvement for criminal activity that stems from unmet behavioral health needs or poverty, requiring them to be organized on a scale that permits meaningful engagement with local law enforcement and municipal agencies through policy coordinating groups, expanding LEAD Bureau technical assistance to HCA, contracted providers, and independent stakeholders and partners such as prosecutors and law enforcement, and requiring HCA to revise its RNP program standards by June 30, 2024, to achieve fidelity with the core principles of the LEAD program.

(24) Establishes protection from civil liability for the state and other entities based on administration of an RNP except based on proof of bad faith or gross negligence.

(25) Reduces the scope of the health engagement hubs to a pilot program exclusively for adults to be implemented by HCA by August 1, 2024, with at least two sites subject to appropriation, one located in an urban area and one in a rural area, with the development of payment structures by June 30, 2024, and a report to the Legislature by August 1, 2026.

(26) Expands the grant program to provide persons recovering from SUDs with employment opportunities to include education opportunities.

(27) Replaces the specific appropriations provided in the underlying bill with the following (amounts from state general fund unless otherwise noted):

- \$47,000 from the state general fund, and \$13,000 from the health professions account, for DOH to adopt rules related to mobile medication units and conduct inspections for such units;

- \$734,000 for the Department of Revenue to administer the recovery residence tax exemption;

- \$23,000 from the performance audits of government account for the Joint Legislative Audit and Review Committee to conduct a tax preference review of the property tax exemption for recovery residences;

- \$1.263 million for the Washington State Patrol to analyze evidence submitted for suspected drug possession offenses;

- \$3.6 million from the Opioid Abatement Settlement Account and \$1.4 million for HCA to maintain a memorandum of understanding with the Criminal Justice Training Commission to provide ongoing funding for community grants;

- \$3.783 million from the opioid abatement settlement, and \$3.810 million from the general fund—federal, for HCA's administration of this act;

- \$2 million for HCA to award grants to crisis services providers to establish and expand 23-hour crisis relief center capacity;

- \$4 million from the Opioid Abatement Settlement Account for HCA to establish a health engagement hub pilot program in both urban and rural locations;

- \$3.768 million from the Opioid Abatement Settlement Account for HCA to increase the number of mobile methadone units operated by existing opioid treatment providers, increase the number of opioid treatment provider fixed medication units operated by existing opioid treatment providers, and expand opioid treatment programs with a prioritization for rural areas;

- \$5.242 million from the Opioid Abatement Settlement Account for HCA to provide grants to providers of employment and educational services for individuals with SUDs;

- \$500,000 from the Opioid Abatement Settlement Account, and \$1.5 million for HCA to provide grants to support SUD family navigator programs;

- \$7.5 million for HCA to provide short-term housing vouchers for individuals with substance use disorder, with a focus on resources for people in the state's five most populous counties;

- \$4 million for HCA to provide grants for the operational costs of certain recovery residences, with a focus on recovery residences which serve individuals in the state's five most populous counties;

- \$2 million for HCA to support the provision of behavioral health co-responder services on nonlaw enforcement emergency medical response teams;

- \$500,000 for HCA to continue and increase contracting services to provide information and support on safe housing and support services for youth;

- \$5 million for HCA to award contracts through the LEAD grant program;

- \$3 million for the Department of Commerce to administer a competitive grant process through the Office of Homeless Youth to award funding to certain entities that provide behavioral health support services for youth in crisis; and

- \$9 million for the Office of Public Defense to provide reimbursement of eligible expenses or contract directly with indigent defense providers for consultation and presentations services for indigent adults charged with applicable drug offenses in courts of limited jurisdiction, in counties with a population of 500,000 or less and cities with a population of 200,000 or less.

(28) Allows remote dispensing sites to dispense medications used for the treatment of the symptoms of opioid use disorder using technology owned by either the pharmacy or the remote dispensing site and removes the express requirement that such medications be approved by the United States food and drug administration.

(29) Establishes requirements for HCA to provide an annual report from July 1, 2024, through July 1, 2028, with additional reports on December 1, 2023, and December 1, 2024, including an assessment of the prevalence of SUDs and the interactions of persons with SUD with service providers, first responders, and health facilities; data relating to recovery residences, RNPs, LEAD grants, and health engagement hubs; and beginning in 2027 the results and effectiveness of specified initiatives included in this act.

(30) Allows the Office of Public Defense subject to appropriation to reimburse courts of limited jurisdiction in counties with a population of 500,000 or less or in cities with a population of 200,000 or less for public defense costs related to possession or public use of a controlled substance, counterfeit substance, or legend drug.

(31) Adds a severability clause.

(32) Eliminates the intent section.

--- END ---

Focused Technical Assistance City of Camas, Washington

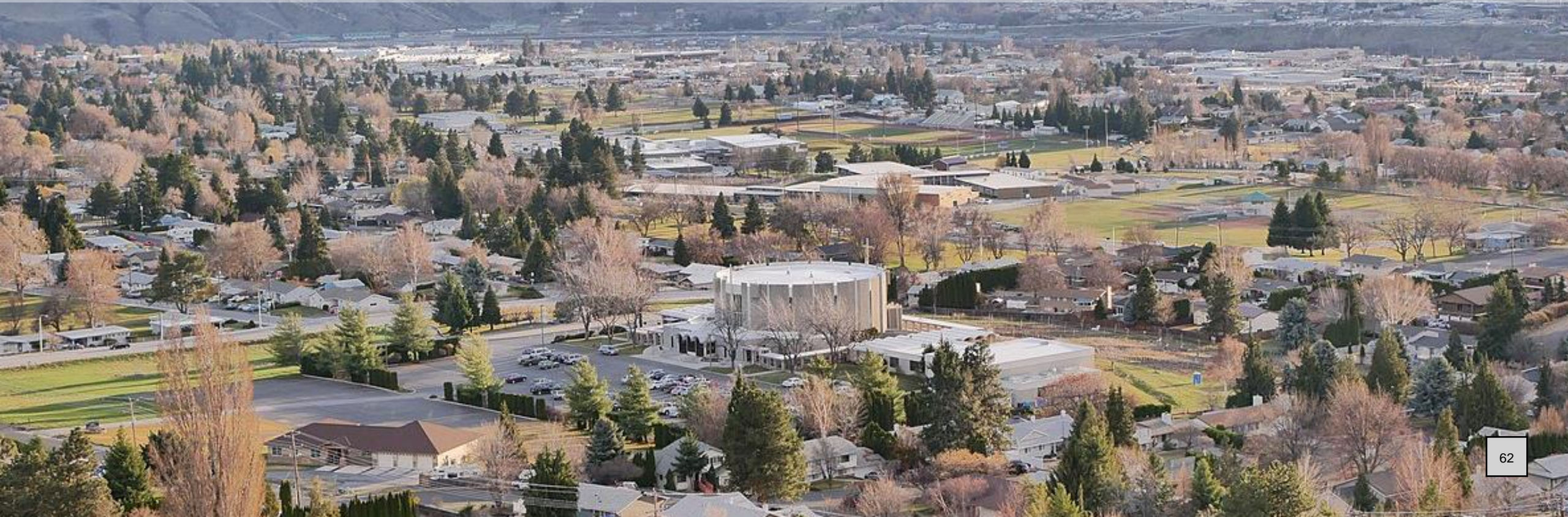
Overview and next steps



WASHINGTON STATE DEPARTMENT OF
NATURAL RESOURCES

Our Mission is to:

Provide resources and leadership to create self-sustaining urban and community forestry programs that preserve, plant and manage forests and trees for public benefits.





Washington's Urban and Community Forestry Program provides assistance to preserve, plant and manage urban forests and trees for public benefits.

www.dnr.wa.gov/urbanforestry
www.dnrtreelink.wordpress.com



Important links!!



Educational:

- Resources, tools, BMPs, guides, etc.
- Training sessions

Item 3.



Technical:

- Strategies, plans, policies, ordinances, etc.



Financial:

- Arbor Day Reimbursements
- Community Forestry Assistance Grants

Urban Forestry Management Programs

Ingredients for urban forest management

- Urban Tree Canopy Analysis
- Inventory of street and park trees
- Assessment(s) of forested natural areas
- Urban Forest Management Plan based on data
- Annual planting, maintenance, risk assessment
- Annual contracts for tree work
- Ordinances (tree protection, development req's)
- Public engagement (tree board, volunteer events)
- Professional urban forestry staff

Combine ingredients

- There is no recipe!
- Urban forestry is cross-departmental
- Implement based on strengths and opportunities, fill gaps over time.



“Focused Technical Assistance”

- We are piloting a new approach to technical assistance
- Review of city urban forestry activities, opportunities
- Identify specific areas of focus
- Provide more meaningful assistance; multiple touch-points with city over a 12-mo. Period
- Completion of an Urban Tree Canopy Assessment (~\$30K)



Camas Focus Group: Key Takeaways

What needs improvement?

- Capacity: staffing, funding, etc.
- Communication to, and education of stakeholders (public, HOA's, developers, etc)
- Improvements to existing ordinances and policies

What is working well?

- Dedicated staff
- Passionate community members
- Abundant community greenspace
- High environmental quality
- Small-town feel
- Vibrant downtown
- Engaged school district



Next Steps:

- DNR to draft an outline of activities by June 30, 2023; coordinate with city staff
- Develop an MOU between DNR and City of Camas to clarify commitments by June 30, 2023
- Project kick-off on July 1, 2023 (soft launch)



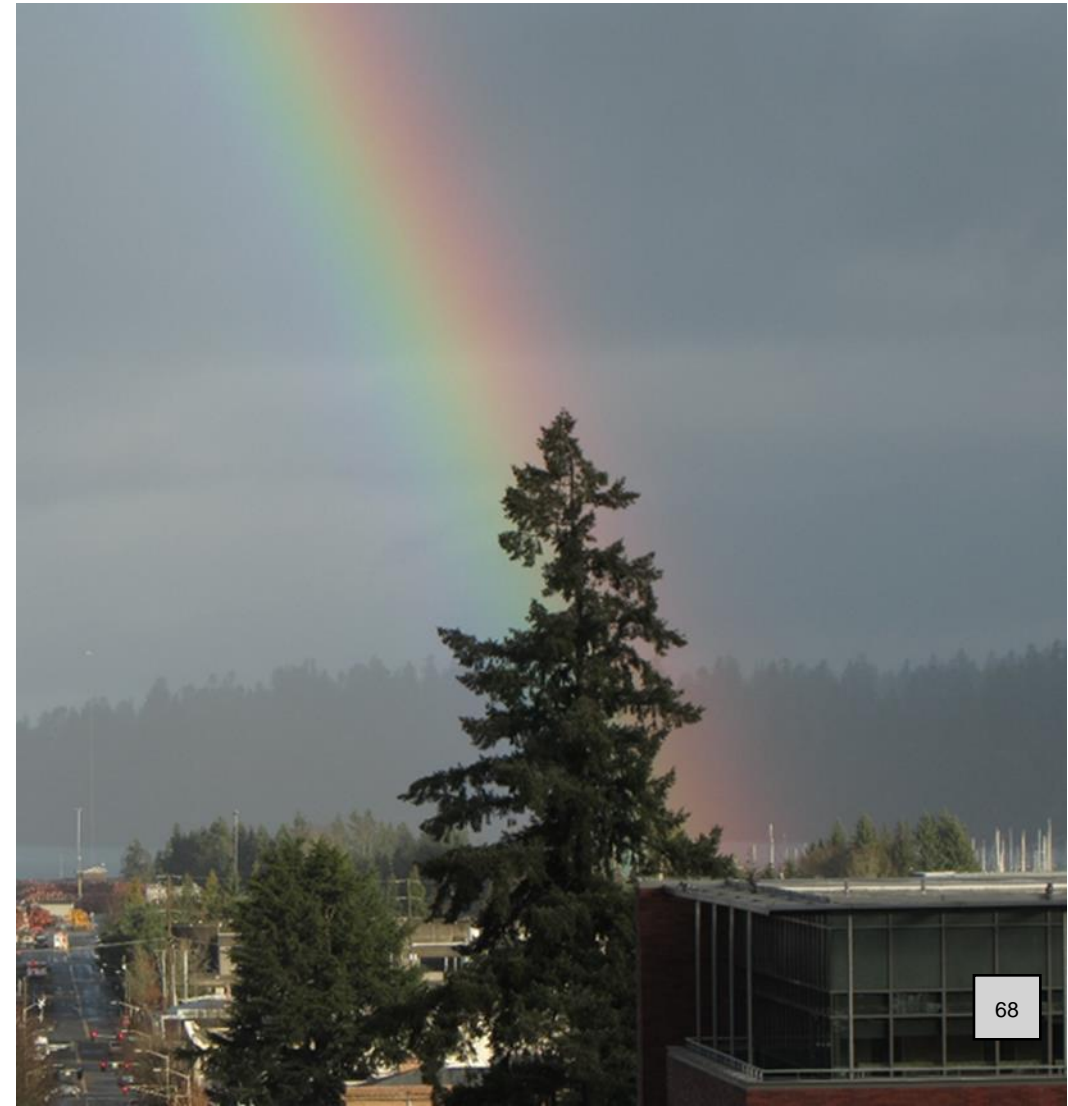
New funding for Urban Forestry in 2024:

\$6,000,000 - WA State Climate Commitment Fund

- A sizeable portion will likely go into grants
- Grants will be available statewide
- Likely some matching funds will be required
- DNR has 2 years to spend dollars starting on July 1, 2023.

2024 Grant Cycle Timeline

- *September-October 2023: Grants advertised*
- *January 2024: Applications due*
- *February: Review and selection of applications*
- *March-June: Grant agreements developed*
- *July 2024: Projects start work*



DNR Urban and Community Forestry Team

Item 3.



Ben Thompson,
Urban Forestry
Program Manager

Statewide
Based in Olympia



Em Roberts,
Urban Forestry
Technician

Western Region
Based in Olympia



Daria Gosztyla,
Urban Forest Inventory
& Assessment Specialist

Statewide
Based in Sequim



Zach Mellema,
Urban Forest
Inventory Technician

Statewide
Based in Bellingham



Julia Kast,
Evergreen
Communities
Coordinator

Statewide
Based in Kirkland



Drew Lyons,
GIS Analyst

Statewide
Based in Tacoma



Garth Davis,
Forestry Program
Manager Spokane
Conservation District

**Tech assistance to
Eastern Region**
Based in Spokane

Hiring Soon: Eastern Region Technician, Grants Manager, Education & Outreach Specialist, and Urban Forest Policy Specialist



Thank you for your time and attention

DNR Urban & Community Forestry Program
urban_forestry@dnr.wa.gov

www.dnr.wa.gov/urbanforestry

www.dnrtreelink.wordpress.com



URBAN AND COMMUNITY FORESTRY IN
WASHINGTON STATE

[HOME](#) [DNR URBAN FORESTRY](#) [USFS URBAN FORESTRY](#) [WSU EXTENSION](#) [GREEN CITIES: GOOD HEALTH](#)



Funding Survey, Intent to Apply for DNR Grant Funds in 2024 Grant Cycle

Survey Closes June 30, 2023



DNR Urban and Community Forestry Grant Interest

This survey will close on June 30th, 2023.

The DNR Urban & Community Forestry Program will receive six million dollars in federal funding from the USDA Forest Service (Inflation Reduction Act funding) and an additional six million dollars from the State of Washington's new Climate Commitment Fund.

At least \$4.5 million in federal funding must be spent in disadvantaged communities identified by the CEJST mapping tool. Awarded projects must benefit the residents living within the areas designated by the map, and there is a full, 100% match waiver for grant funds.

A portion of the Climate Commitment funding will be used for grant-funded urban forestry projects throughout the state, and there will likely be at least a 50% matching requirement (1 dollar of match for every 2 dollars requested).

Local governments, tribes, 501c3 non-profit organizations, educational institutions, and special taxing districts (school

Organization Name *

Contact Name

Contact Email

Contact Phone

Likelihood of Application

On a scale of 1 to 5, with 5 being 'will submit an application', how likely are you (or your organization) to apply for funding for 2024?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

If you would submit an application, what is the amount for which you would like to apply?

How many years would you need to spend that funding?

☐ 1 ☐ 2 ☐ 3



Staff Report

June 5, 2023 Council Workshop Meeting

Well Sources 11 and 12 Capacity Upgrade Analysis

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The City is investigating the options to increase pumping capacity within the Washougal Wellfield at Wells 11 and 12 based on transferred water rights from two wells that were not developed at other locations in the City. Currently, Wells' 11 and 12 produce 1,200 and 900 gallons per minute (gpm); respectively. Higher rated pumps would allow the City to withdraw potentially up to 2,050 and 2,200 gpm from wells 11 and 12; respectively.

SUMMARY: An electrical system review is required to determine what electrical upgrades might be required to support installation of higher rated pumps. Motor starters and conduction equipment are anticipated to be required, but the electrical analysis included in this scope of work will identify if additional upgrades are required.

BENEFITS TO THE COMMUNITY: The added water source capacity at Wells 11 and 12 comes at a relatively low capital cost as compared to the cost of drilling new wells and constructing infrastructure to house and treat new source capacity.

POTENTIAL CHALLENGES: There may be additional electrical upgrades required to support the larger pumps. Any additional design or construction work required at the wells will be brought back to the City Council for further consideration.

BUDGET IMPACT: The cost of this professional service with Gray and Osborne is \$28,470 and will be paid out of the Water Fund's professional services line item.

RECOMMENDATION: Staff recommends this item be placed on the June 20, 2023 Council Regular Meeting Consent Agenda for Council's consideration.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. N/A

Wells 11 and 12 Capacity Upgrade Analysis

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Gray & Osborne, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Wells 11 and 12 Capacity Upgrade Analysis**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$28,470.00** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be

named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or

resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. **Confidentiality.** The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. **Work Product.** All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. **Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.**
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.

2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Rob Charles
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

- Russ Porter
 Gray & Osborne, Inc.
 1130 Rainier Ave S, Suite 300
 Seattle, WA 98144
 PH: 206-284-0860
 EMAIL: rporter@g-o.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
 22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2023.

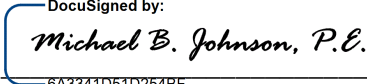
CITY OF CAMAS:

By _____

Print Name _____

Title _____

GRAY & OSBORNE, INC.:
Authorized Representative

By  _____
6A3341D51D254BF...

Print Name Michael B. Johnson, P.E.

Title President

Date 5/24/2023

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
WELLS 11 AND 12 CAPACITY UPGRADE ANALYSIS

BACKGROUND

The City of Camas maintains several wells near the Washougal River. The wellfield, called the Washougal Wellfield, provides the majority of the City's water source. In 2003, the City obtained water rights for three new wells with capacities of 1,000 gpm each, as well as a 500 gpm water right that could be used among the existing Washougal Wellfield wells. The new wells were proposed at Parker's Landing, the City's wastewater plant, and the Anderson site. Only one of the three was drilled at the Anderson site and is now Well 14.

Hydrogeological work by Pacific Groundwater Group (now Mott McDonald) investigated the wastewater plant site and determined that the hydrology of the aquifer at the Washougal Wellfield is better for expanding source capacity than drilling a new well at the wastewater plant.

Because of the availability of water rights that can be used at the Washougal Wellfield, the City would like to explore the options for increasing capacity at the Wellfield. One option for increasing capacity would be to increase the output of Wells 11 and 12 while another option would be to drill a new well.

Wells 11 and 12 were completed and put into production in 2004. Both are equipped with 150 horsepower motors and line shaft turbine pumps. The design capacity of Wells 11 and 12 are 1,200 and 900 gpm, respectively, but the wells maybe capable of slightly more in the current configuration. Mott McDonald has estimated that each of the two wells could be pumped at a higher capacity, up to a pump size requiring 300-horsepower motors.

A preliminary review of the electrical system at the Well 11 and 12 facility indicates that the service, switchgear, and buswork could possibly support motor upsizing to 200-horsepower motors but it is unlikely the motors could be upsized higher than that without a complete upsizing of the power service and electrical distribution system within the building. Upsizing the horsepower of the well pumps to 200 horsepower would likely require an upsizing of the motor starters and conductors but may not require any further upsizing of the electrical distribution system.

The City would like to analyze the options for increasing the capacity of the wellfield, specifically those that involve Wells 11 and 12. In short, the three options for increasing capacity at Wells 11 and 12 include:

1. Upsize the existing electrical system at the Well 11 and 12 facility to allow for installing new pumps to maximize the wells' output per Mott McDonald's recommendation;
2. Install new pumps to increase capacity within the limits of the existing electrical distribution system and drill a new well; or
3. Leave Wells 11 and 12 in their current configuration and drill a new well.

The following scope of work is proposed to provide the City with this analysis.

SCOPE OF WORK

Task 1 – Project Management

Services shall include overall project management and oversight of the project work by the Project Manager and senior staff members. This shall include:

- A. Procure sufficient staff resources to dedicate to the project;
- B. Manage and control project budget and schedule;
- C. Manage, control, and direct the project team and any subconsultants;
- D. Manage and provide monthly progress reports and invoices; and
- E. Coordinate the project with the City.

Deliverables

- Monthly progress reports and invoices.

Task 2 – Initial Site Visit

Gray & Osborne will perform an initial site visit to verify electrical equipment and capacity.

Deliverables

- N/A

Task 3 – Electrical Load Study and Alternatives Analysis

- A. Review site electrical utility bills for existing power usage data.
- B. Verify capacity of each component of existing electrical distribution system.
- C. Determine the largest pumps the existing facility can supply with only upgrades to the motor starter and conductors from the starter to the motor.
- D. Provide an equipment inventory and cost estimate for upgrading the equipment to maximize pump sizing within the existing building distribution system to support the pumps identified in Task 3 C above.
- E. Provide an equipment inventory and cost estimate for upgrading all the electrical equipment including the service, if necessary, to maximize the capacity of the two well pumps to the expected maximum given by Mott McDonald.

Task 4 – Prepare Alternatives Analysis Memorandum

- A. Review capacities of the various non-electrical components of Wells 11 and 12 including building and site piping and chemical feed equipment to identify any potential limiting factors.
- B. Prepare cost estimates for the well capacity upgrade options including the electrical costs identified in Task 3, as well as a new well option.
- C. Prepare a draft technical memorandum documenting the existing capacity, alternatives analysis, and costs for City review.
- D. After receiving City comment on the draft technical memorandum, prepare a final technical memorandum to the City.

Deliverables

- Draft technical memorandum
- Final technical memorandum

Task 5 - Quality Assurance/Quality Control

Oversee one, in-house, quality assurance/quality control (QA/QC) meeting at G&O's office during the course of the project. The meeting will include senior project staff and select design team members.

Deliverables

- N/A

Assumptions

- QA/QC meetings will take place prior to submitting the draft technical memoranda with preliminary layouts to the City for review.

ASSUMPTIONS IN THE SCOPE OF WORK

1. The City will provide at least one year's worth of electrical utility bills showing power usage for Wells 11 and 12.

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES AND
BILLING RATES**

EXHIBIT B**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST*****CITY OF CAMAS - WELLS 11 AND 12***

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Electrical Eng. Hours	Engineer-In- Training Hours
1 Provide Project Management		6			
2 Initial Site Visit		8	4	8	4
3 Electrical Load Study and Alternatives Analysis		2	2	12	
4 Prepare Alternatives Analysis Memorandum		6	24	24	32
5 Complete QA/QC Review	2	2	2	2	2
Hour Estimate:	2	24	32	46	38
Estimated Fully Burdened Billing Rate:*	\$245	\$235	\$175	\$220	\$165
Fully Burdened Labor Cost:	\$490	\$5,640	\$5,600	\$10,120	\$6,270

Total Fully Burdened Labor Cost: \$ 28,120

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 350

Printing \$ -

TOTAL ESTIMATED COST: \$ 28,470

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT “C”

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Staff Report

June 5, 2023 Council Workshop Meeting

Prune Hill Park Lift Station Construction Bid Award

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The City owns and operates 29 sewer lift stations. As they age, replacement of electronic components, pumps, wiring and generators is required to keep them operating at peak efficiency. Prune Hill Park Lift Station is the most recent lift station which is on the equipment repair and replacement rotation of needing upgrades.

Improvements at this lift station include a new generator, pumps, valve vault, control panel and other electrical and control equipment.

SUMMARY: Staff worked with a consultant team to complete design of necessary improvements to the Prune Hill Park Lift Station and prepare documentation needed to advertise for construction bids. The engineer's estimate based on the final design for the project was \$1,055,271. The City received 4 bids in response to the advertisement, which included:

- Advanced Excavating Specialists, LLC - **\$962,178.00**
- Nutter Corporation - \$1,002,323.00
- Clark and Sons Excavating, Inc. - \$1,044,973.27
- Tapani Inc. - \$1,051,592.85



Figure 1: Prune Hill Park Lift Station, 3403 NW Sierra Drive

BENEFITS TO THE COMMUNITY: Improvements will provide for more efficient operation of this lift station with a reliable generator backup (emergency power). This efficiency will require less staff time to monitor the lift station as well as less after hour call out time due to component and equipment failures.

BUDGET IMPACT: There is sufficient budget to cover this item within the Sewer Fund. The spring omnibus will identify the specific line item expense for this project.

RECOMMENDATION: Staff recommends this item be placed on the June 20, 2023 Council Regular Meeting Consent Agenda for Council's consideration.

June 6, 2023

Chad Rorabaugh
Advanced Excavating Specialists, LLC
1200 Hazel Street
Kelso, WA 98626

Subject: *Notice of Award – Prune Hill Park Wastewater Pump Station Upgrades*

Dear Mr. Rorabaugh:

The purpose of this letter is to advise you that your company was awarded the contract for the above referenced project at the City Council Meeting of June 5, 2023, for your total bid price of \$962,178.00.

Please submit the following items at the preconstruction conference:

- Contract Bond
- ACORD Certificate of Insurance naming the following as additional insured:
 - The City of Camas and its officers, elected officials, employees, agents, and volunteers
 - Gray & Osborne, Inc.
- List of subcontractors
- Intent To Pay Prevailing Wages, including subcontractors
- Letter identifying your E.E.O. Officer
- Letter identifying your superintendent and three after-hours emergency telephone numbers
- Construction schedule
- Traffic Control Plan, if applicable

The Contract document will be transmitted to you via DocuSign. A copy of the fully-executed agreement will be provided once the pre-construction meeting has been held and all award condition requirements have been met.

Please contact Rob Charles, Utilities Manager, at rcharles@cityofcamas.us to schedule the preconstruction conference and with any questions.

Sincerely,

Steven R. Wall, P.E.
Public Works Director

cc: Rob Charles, Darren Eki, Ronda Syverson, Tara Carlin, file



Staff Report

June 5, 2023 Council Workshop Meeting

Sewer STEP Main Condition Assessment

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: A significant portion of the City's sewer STEP (Septic Tank Effluent Pump) system serving the west side of Camas south of Lacamas Lake runs through a large diameter STEP Main in Brady Road and NW Lake Road. To staff's knowledge, the STEP Main has never been fully inspected or cleaned in the 30 plus years it's been in operation. Additionally, through conversations and inspections coordinated at the request of WaferTech, it has been determined there is a significant amount of scale buildup in WaferTech's discharge line before it reaches the STEP Main and the City expects that some of this buildup has also occurred in the City's STEP Main.

SUMMARY: The attached scope of work from Gray & Osborne will assist the City in determining how much scale buildup has potentially occurred in the STEP Main and if it can be removed with chemical treatment or by mechanical means. Additionally, Gray & Osborne will provide a draft plan to fully inspect the entirety of the STEP Main and recommend procedures for the City to follow to clean the STEP Main under a future contract.

BENEFITS TO THE COMMUNITY: As scale buildup is removed from the force main there will be additional capacity in the force main for future growth.

POTENTIAL CHALLENGES: Chemical or mechanical removal of scale buildup in a closed system may be a challenge since there is no way to physically see the scale or to visually see the results of any removal.

BUDGET IMPACT: The cost for this study will be \$32,310. Budget for this effort will come out of the Sewer Fund professional services line item. A future design contract for the cleaning, bypass and sampling plan along the STEP Main will be presented to the City Council for future consideration along with the results of this initial study.

RECOMMENDATION: Staff recommends this item be placed on the June 20, 2023 Council Regular Meeting Consent Agenda for Council's consideration.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. N/A

STEP Main Condition Assessment and Scale Removal Evaluation

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Gray & Osborne, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **STEP Main Condition Assessment and Scale Removal Evaluation**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$32,310.00** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant (hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials and employees, the Consultant's liability, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. Consultant's Liability Insurance.
- a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Rob Charles
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7003
 EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Jay Swift
 Gray & Osborne, Inc.
 1130 Rainier Ave S, Suite 300
 Seattle, WA 98144
 PH: 206-284-0860
 EMAIL: jswift@g-o.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2023.

CITY OF CAMAS:


By _____

Print Name _____

Title _____

GRAY & OSBORNE, INC.:

Authorized Representative

By  _____
6A3341D51D254BF...

Print Name Michael B. Johnson, P.E.

Title President

Date 5/24/2023

EXHIBIT “A” SCOPE OF SERVICES

EXHIBIT A
SCOPE OF WORK
CITY OF CAMAS
STEP MAIN CONDITION ASSESSMENT AND SCALE REMOVAL
EVALUATION

PROJECT OVERVIEW

It is understood that the City would like the condition of the entire Septic Tank Effluent Pump (STEP) Main serving West Camas and NW Lake Road line assessed (from Brady Road to the City's WWTP). In addition, the City would like assistance with assessing and remediating scaling in a portion of the STEP Main serving Wafertech, LLC. The STEP line from Wafertech to the Step Main is experiencing plugging issues due to a buildup of scale. Wafertech primarily discharges industrial wastewater generated from silicon chip manufacturing. Previous analyses of Wafertech wastewater shows, that, at that time, the discharge included high concentrations of TDS (Total Dissolved Solids), including sulfate from the neutralization of sulfuric acid. Based on past analyses, it is hypothesized that the scale may be composed of calcium sulfate, perhaps with silica, phosphate or carbonate. (Another scale analyzed in the Camas STEP system, associated with the use of the Biomagic odor control product, was predominantly calcium carbonate.)

The objectives of this Project are the following.

1. Provide a Plan to assess the condition of the STEP Main from Brady Road to the WWTP.
2. Identify the composition of the scale.
3. Evaluate alternatives and provide recommendations to determine the extent of the scale in the City's sewer system.
4. Evaluate alternatives for its removal and provide a recommended approach.
5. Provide recommendations for preventing future scaling.

For this Project, a Plan to assess the condition of the STEP Main from Brady Road to the WWTP will be prepared. Samples of Wafertech wastewater and the scale in the STEP line serving Wafertech will be analyzed to determine their composition. Gray & Osborne will provide a Plan for the City to conduct testing, in order to determine if the scale will dissolve to some degree in weak acid solution or commercial scale removal products. Method(s) to evaluate the extent of the scale in the City's STEP Main and to remediate

the scale will be evaluated. Alternatives for additional wastewater treatment or other modifications to Wafertech's discharge will be evaluated. A report will be provided summarizing the STEP Main Assessment approach, testing, testing results, and recommendations for investigation of the extent of the scale and its removal and Wafertech discharge modifications.

Due to the nature of the scale, the plugging of lines/valves, the configuration of the STEP system (alternating pressure and gravity sections, with no bypass), odor control issues, and the risks associated with the temporary operating modifications to the STEP Main serving all of West Camas, assessment of the STEP Main, and investigation and possible remediation of the City's Lake Road STEP Main will present some challenges. The Scope includes an evaluation of alternatives, some of which will include potentially costly investigative steps and capital improvements (such as pigging ports, flushing ports, inspection ports and bypass lines for Wafertech's and the City's sewer lines). Construction of these improvements could provide the City with additional flexibility for addressing STEP line issues in the future.

SCOPE OF WORK

Gray & Osborne has prepared the following Scope of Work for this Project.

Task 1 – Provide Project Management

- A. Provide management of the Project. This Task will include coordinating and managing the schedule and budget for the consultant team, including the laboratories.

Task 2 – Laboratory Analysis

- A. Analyze scale sample for calcium, sodium, aluminum, magnesium, total P (Phosphorus), total S (Sulfur), and Total Organic Carbon. (Total Inorganic Carbon will be determined qualitatively.) (Subconsultant.)
- B. Analyze Wafertech wastewater for pH, alkalinity, metals, sulfate, nitrate, fluoride, chloride, phosphate, calcium, sodium, aluminum, magnesium, and Total Organic Carbon. (Subconsultant.)
- C. Coordinate and review analytical results.

Task 3 – Test Plan and Coordination

- A. Provide a Plan for the City to test (in the City's WWTP lab) the dissolution of the scale in weak or dilute acids (expected to be acetic acid, phosphoric acid, and perhaps commercial mixtures such as Lime Away and/or Rydline descaler). Dissolution will be assessed by measuring weight loss.
- B. Provide phone support for testing.

Task 4 – Evaluate Alternatives for Assessing the Condition of the STEP Main and Determining and Reducing the Extent of Scaling

- A. Evaluate and recommend methods to evaluate the condition of the entire STEP Main from Brady Road to the WWTP and to determine the extent of scaling on the portion of the STEP Main on NW Lake Road. Potential investigative methods include TV inspection, use of smart balls, robotics and other diagnostic tools, and may include hot taps, pipe coupon sampling, installation of pigging ports, flushing ports, inspection ports, and bypass lines (for Wafertech's and the City's sewer lines).
- B. Provide preliminary recommendations for remediating or reducing the extent of scaling. Similar to the investigative activities, these may include construction of pigging ports, flushing ports, chemical injection ports, and bypass lines (for Wafertech's and the City's sewer lines).

Evaluate relative operating and capital costs, risks, and future reliability of alternatives, as well as impacts to the City's odor control system. (Wafertech's discharge includes very high levels of sulfate that can be reduced to sulfide. This sulfide can be converted to H₂S, as the pH is reduced, resulting in odors and potential worker safety issues.)

More detailed recommendations for remediation (which may involve predesign and design) can be provided as additional services after the investigative activities are complete and the extent of the scale and its ramifications are determined.

- C. Provide preliminary recommendations to reduce the scaling tendency of Wafertech's wastewater. (The budget for this Subtask is limited to 4 hours and will not include a detailed process evaluation. It is recommended, and has been discussed with Wafertech, that they should retain their own Consultant to perform a detailed process evaluation to prevent the scaling that occurs in their system.)

Task 5 – Provide Preliminary Draft Report

- A. Provide a Draft Report for City review and comment, providing the Plan for assessing the entire STEP Main from Brady Road to the WWTP and summarizing the analytical and testing results, the evaluation of alternatives for determining and reducing the extent of scaling and preliminary recommendations for scale removal, and STEP Main cleaning.

Task 6 – Provide Final Report

- A. Provide a Final Report after meeting with the City and incorporating comments. (A maximum of 7 hours has been allocated for this Task.)

Task 7 – Meetings and Site Visit

- A. Conduct one site visit with City staff of the affected facilities. Attend up to three remote meetings. (Assume 1 hour for each remote meeting.)

Task 8 – Quality Assurance

- A. Provide quality assurance/quality control review of Report.

EXCLUSIONS

The Scope does not include predesign or design of improvements that may be necessary to remove the scale, or support during the removal/cleaning process. The Scope also does not include the actual assessment of the STEP Main, or investigation of the extent of the scale on the Lake Road STEP Main, since the investigative methods have not been yet evaluated and vary significantly in cost.

These excluded Tasks could be addressed in an Amendment.

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES AND
BILLING RATES**

EXHIBIT B**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST***City of Camas - STEP Main Scale Removal Evaluation*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours
1 Provide Project Management		2	
2 Laboratory Analysis		4	2
3 Test Plan and Coordination	2	8	6
4 Evaluate Alternatives for Assessing the Condition of the STEP Main and Determining and Reducing the Extent of Scaling	8	24	20
5 Prepare Draft Report	8	24	24
6 Prepare Final Report	2	4	2
7 Meetings	4	10	2
8 QA/QC	4		
Hour Estimate:	28	76	56
Fully Burdened Billing Rate Range:*	\$150 to \$235	\$140 to \$235	\$125 to \$175
Estimated Fully Burdened Billing Rate:*	\$235	\$200	\$155
Fully Burdened Labor Cost:	\$6,580	\$15,200	\$8,680

Total Fully Burdened Labor Cost: \$ 30,460

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 200

Subconsultant:

Edge Analytical Laboratories \$ 1,500

Subconsultant Overhead (10%) \$ 150

TOTAL ESTIMATED COST: \$ 32,310

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT “C”

TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment,

unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Staff Report

June 5, 2023 Council Workshop Meeting

Library Roofing Project Change Order Requests

Presenter: Will Noonan, Public Works Operations Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7983	wnoonan@cityofcamas.us

BACKGROUND: The Camas Library Roofing Project was awarded to Pacific Tech Construction in fall 2022 for \$1,112,210. The project is anticipated to be completed in Summer 2023. During the course of construction, City staff in coordination with the Contractor, have identified additional deficiencies or improvements that have been considered for Change Orders for technical, building protection, and/or safety reasons.

SUMMARY: With the Library Roofing Project, there has been an opportunity to address several structural and safety related issues that have plagued the Library for several years. Unfortunately, some of the issues were not apparent until the existing roof was removed and the substructure inspected by the City's contractor and/or found through the course of construction. Staff has considered seven (7) separate change orders for Council's information and consideration as listed below. For clarity, the first four change orders have already been approved by staff and completed by the contractor or are in progress.

- 1. Drainage Issues (\$20,155):** Relocate the drainage over the north entrance. Create a new slope where the runoff will be directed to the external gutter. *This work has already been determined necessary, approved by staff and completed.*
- 2. Failed Roof (\$60,148):** Replace the existing roof over the veranda on the east side of the Library. The roof currently has three layers of roofing which covered the original drainage. The three layers will be removed, new roofing membrane added, and drainage reestablished. *This work has already been determined necessary, approved by staff and completed.*
- 3. Structural Deck Deflection Shims (\$68,970):** Add shims to correct the structural deck deflection on three different sections of the Library roof. *This work has already been determined necessary, approved by staff and completed.*
- 4. Sales Tax Correction:** Change the Sales Tax Rate to 8.5%. The Contract was finalized in 2022, with an 8.4% tax rate, which has since increased. *This work has already been determined necessary, approved by staff and completed.*

- 5. Snow Guards for Pedestrian Safety (proposed \$22,206):** An optional request to add Snow Guards along the west and north sections above the administrative offices of the Library. This would be a pedestrian safety feature, though only applicable during periods of heavy snowfall and staff is requesting input from Council on the cost vs. benefit.

As an additional item of interest, there have been two other change order proposals presented to the City in which staff has elected not to move forward. The first is to add fall protection on all sloped sections of roof (approximately \$50,000) for future use. Because staff does not perform regular or reoccurring maintenance on the sloped sections of roof this is not mandatory and is not recommended.

The other change order proposal that was rejected included removal of the drain rock that acts as ballast on a flat section of roof that supports the air chiller (approximately \$72,000). The drain rock has not affected the performance of the roof and is something that can be replaced at any point in the future by City staff.

BUDGET IMPACT: The total cost of the improvements that have been determined to be necessary and already approved by staff is \$149,273 (not including the change order adjusting the Sales Tax), or 13.4 percent of the original bid. If the fifth change order to include the Snow Guards is approved, the total cost of the change orders is \$171,479, or 15.4 percent of the original bid.

The adopted 2023 budget has sufficient funds to support this activity within the Major Building Maintenance line item; however, this project combined with other work will require additional budget authorization. Funds will be included in an upcoming Budget Omnibus.

RECOMMENDATION: The proposals for the first four change orders have also been placed on the June 5, 2023 Consent Agenda for the Regular Council Meeting for Council's consideration.

Staff recommends the fifth change order, the proposed snow guards, be placed on the June 20, 2023 Regular Meeting Agenda for Council's consideration.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

CHANGE ORDER REQUEST #1

DATE: 3/6/2022

TO: City of Camas

PROJECT: Library Roof Replacement

CONTRACT: G1027

OMNIA Project Number: 25-WA-220649

DESCRIPTION: Additional Work – Unforeseen Conditions

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

1. Establish site specific safety systems.
2. Mobilize all material and equipment to the job site.
3. Remove and relocate the existing roof scupper location from the northwest corner to the southeast corner of the roof.
4. Cap and seal off the existing internal drain line from abandoned scupper.
5. Remove the existing roofing membrane and taper insulation from roof.
6. Provide and install modified tapered insulation system to create the required slope to the new scupper location.
7. Provide and install new Dens deck cover board over insulation.
8. *Install new SBS modified bitumen base sheet over cover board.
9. *Install new SBS modified bitumen cap sheet over base sheet.
10. Provide and install Sheet metal flashing and trim as required to match new conditions.
11. Provide and install new drainage connections from the new scupper location to the adjacent exterior downspout.
12. De-mob material and equipment from site.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

Total labor & materials..... \$20,155.00 (Plus WSST)

Sincerely,

Evan Clark

Project Manager
216-430-3690
eclark@garlandind.com

Customer: City of Camas

Signature:_____

Print:_____

Title:_____

Date:_____



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

CHANGE ORDER REQUEST #2

DATE: 3/6/2022

TO: City of Camas

PROJECT: Library Roof Replacement

CONTRACT: G1027

OMNIA Project Number: 25-WA-220649

DESCRIPTION: Additional Work – Unforeseen Conditions

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

1. Establish site specific safety systems.
2. Mobilize all material and equipment to the job site.
3. Tear off and dispose of the complete existing roofing system complete to wood deck.
4. Inspect clean and prepare roof deck to receive new roof system.
5. Remove up to 4 courses of brick on all 3 sides of roof to access wall rain screen material.
6. Prep and detail new flashing tie into rain screen to eliminate water intrusion from brick wall.
7. Install new wall Reglet flashing.
8. Relay/install brick work leaving weeps in brick work to allow proper drainage from wall.
9. All mortar replacement and sealing of masonry above repair will be covered under existing contract with other provider.
10. Provide and install new rigid insulation the existing roof deck to create slope to drains.
11. Provide and install new Dens deck cover board over insulation.
12. *Install new SBS modified bitumen base sheet over cover board.
13. *Install new SBS modified bitumen cap sheet over base sheet.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

Total labor & materials..... \$60,148.00 (Plus WSST)

Customer: City of Camas

Sincerely,

Signature:_____

Evan Clark

Print:_____

Project Manager
216-430-3690

Title:_____

eclark@garlandind.com

Date:_____



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

CHANGE ORDER REQUEST #3

DATE: 5/3/2023

TO: City of Camas

PROJECT: Library Roof Replacement

CONTRACT: G1027

OMNIA Project Number: 25-WA-220649

DESCRIPTION: Additional Work – Unforeseen Conditions

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

As requested, we have reviewed the project scope required to correct the structural deck deflection on Building B, C and D. Roof framing deflections exceed 2 inches and will be corrected with a series of shim framing straps secured to the existing structural roof deck. Placement of the various shim straps will create a consistent plane for supporting the new metal roofing panels. We have established the following scope and budget for your consideration and discussion.

Scope of Work Summary:

1. Establish site specific safety systems.
2. Mobilize all material and equipment to the job site.
3. Install string grids layout to identify areas of deflection and establish placement of the shim framing straps.
4. Install framing straps onto the structural deck to infill deflection.
5. Install new metal panels over new shim framing.

Total labor & materials..... \$68,970.00 (Plus WSST)



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

Sincerely,

Evan Clark

Project Manager
216-430-3690
eclark@garlandind.com

Customer: City of Camas

Signature: _____

Print: _____

Title: _____

Date: _____



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

CHANGE ORDER REQUEST #5

DATE: 3/15/2022

TO: City of Camas

PROJECT: Library Roof Replacement

CONTRACT: G1027

OMNIA Project Number: 25-WA-220649

DESCRIPTION: Additional Work – Unforeseen Conditions

We are requesting a change in the Contract as stated below due to the following changes to the work scope.

1. Establish site specific safety systems.
2. Mobilize all material and equipment to job site.
3. *Install S5 Snow guard systems on two roof areas in conjunction with the new metal roof systems. The two area are:
 - a. The west eave of building E above public sidewalk.
 - b. The north eave of building E above the loading access ramp.
4. De-mob material and equipment form site.

Total labor & materials..... \$22,206.00 (Plus WSST)



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Item 7.

Sincerely,

Evan Clark

Project Manager

216-430-3690

eclark@garlandind.com

Customer: City of Camas

Signature: _____

Print: _____

Title: _____

Date: _____



Staff Report

June 5, 2023 Council Workshop Meeting

NW Sierra Street Paving and ADA Improvements Phase 2 Bids

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: In 2022, staff began design and reconstruction of NW Sierra Street between NW 43rd Avenue and NW 23rd Avenue as part of the 2022 Pavement Preservation Program. The scope of work included major pavement rehabilitation efforts, roadway striping, and retrofitting of existing pedestrian curb ramps to meet American with Disabilities Act (ADA) requirements.

Due to elevated construction costs and limited pavement preservation funding, staff recommended reducing the project scope and completing NW Sierra Street in two phases over two pavement preservation seasons. Phase 1 reconstruction completed in 2022 included two segments of NW Sierra Street; NW 43rd to NW 36th Avenue and NW 28th Avenue to NW 23rd Avenue. This year, Phase 2 will complete the remaining segment of NW Sierra Street from NW 36th Avenue to NW 28th Avenue as part of the 2023 Pavement Preservation Program.

SUMMARY: Bids were opened on May 24, 2023. A total of three bids were received. The low bidder was Western United Civil Group of Yacolt, Washington in the amount of \$844,805. Staff finds this bid reasonable and recommends bid award.

BENEFITS TO THE COMMUNITY: NW Sierra Street is a collector classified roadway with 6,000 Average Daily Trips (ADT). This project will benefit all roadway users by providing a higher level of service, increased safety, and equitable pedestrian routes.

POTENTIAL CHALLENGES: Staff will coordinate work items with the contractor and will provide project oversight. There will be traffic delays during work hours with construction noise and disturbances. It is anticipated that construction will be complete prior to the start of the school year.

BUDGET IMPACT: The low bidder is Western United Civil Group. Their construction bid is \$844,805. With a 10% allowance for change orders and overruns, the construction cost could be as high as \$929,285. This project's design and construction cost is funded by the Street Fund with money allocated from Pavement Preservation and ADA upgrade line items. The table below provides a funding summary showing current pavement preservation costs and funding.

Staff anticipates an estimated budget shortfall of \$90,000. Staff will place the shortfall amount in an upcoming omnibus.

Funding Summary

2023 Pavement Preservation Costs

Construction Low Bid	\$844,805
Construction Low Bid contingency (10%)	\$84,480
HHPR Design Fee PSA #2	\$87,830
NW Grand Ridge Intersection Improvements	\$100,000
2023 Total Costs	≤\$1,117,000

2023 Budget Funding

Street Fund- ADA Upgrades	\$70,000
Street Fund- 2023 Pavement Preservation	\$957,000
2023 Total Budget Funding	\$1,027,000

Estimated Shortfall (Upcoming Omnibus)	≤\$90,000
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RECOMMENDATION: Staff recommends this item be placed on the June 5, 2023 Consent Agenda for Councils consideration.



I, James E. Carothers, Engineering Manager, hereby certify
that these bid tabulations are correct.

James E. Carothers 5-25-23
James E. Carothers, PE Date

PROJECT NO. T1049					Engineer's Estimate:		Western United Civil Group LLC		Granite Construction Company		Clark and Sons Excavating Inc	
DESCRIPTION: NW Sierra Pavement & ADA Improvments Ph 2					\$1,031,328.00		PO Box 236 Yacolt WA 98675		16821 SE McGillivray Bld. Suite B210 Vancouver WA 98683		7601 NE 289th St Battle Ground WA 98604	
Ent. By							joshiah@westernucg.com		bid.vancouver@gcinc.com		josh.clarkandsons@gmail.com	
DATE OF BID OPENING: May 24, 2023 @ 10am							360-450-7378		360-254-0978		360-946-8474	
ITEM NO	SPEC SECTION	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	1-05 S	Construction Surveying	LS	1	\$31,000.00	\$31,000.00	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$20,475.00	\$20,475.00
2	1-05 S	Construction Documentation	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
3	1-05 S	Minor Change	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	1-09.7	Mobilization (10%)	LS	1	\$103,000.00	\$103,000.00	\$80,000.00	\$80,000.00	\$53,715.00	\$53,715.00	\$31,000.00	\$31,000.00
5	1-10 S	Project Temporaray Traffic Control	LS	1	\$7,500.00	\$7,500.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$15,650.00	\$15,650.00
6	1-10	Flaggers	HOUR	400	\$70.00	\$28,000.00	\$74.00	\$29,600.00	\$100.00	\$40,000.00	\$70.00	\$28,000.00
7	2-01	Clearing and Grubbing	LS	1	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$11,700.00	\$11,700.00
8	2-02	Removal of Structures and Obstructions	LS	1	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$108,500.00	\$108,500.00
9	2-02 S	Removal of Cement Concrete Sidewalks	SY	605	\$100.00	\$60,500.00	\$30.00	\$18,150.00	\$110.00	\$66,550.00	\$4.00	\$2,420.00
10	2-02 S	Removal of Cement Concrete Curb	LF	770	\$50.00	\$38,500.00	\$24.00	\$18,480.00	\$20.00	\$15,400.00	\$6.00	\$4,620.00
11	2-03 S	Roadway Excavation Including Haul	CY	300	\$50.00	\$15,000.00	\$58.00	\$17,400.00	\$50.00	\$15,000.00	\$99.50	\$29,850.00
12	2-03 S	Material	CY	100	\$120.00	\$12,000.00	\$75.00	\$7,500.00	\$40.00	\$4,000.00	\$91.00	\$9,100.00
13	45020	Crushed Surfacing Base Course	TON	150	\$120.00	\$18,000.00	\$94.00	\$14,100.00	\$40.00	\$6,000.00	\$320.00	\$48,000.00
14	5-04 S	HMA CL. 1/2 inch PG 64-22	TON	2,085	\$140.00	\$291,900.00	\$135.00	\$281,475.00	\$170.00	\$354,450.00	\$140.00	\$291,900.00
15	5-04 S	HMA CL. 1/2 inch PG 64-22 Patching	TON	125	\$250.00	\$31,250.00	\$150.00	\$18,750.00	\$300.00	\$37,500.00	\$351.00	\$43,875.00
16	5-04	Planing Bituminous Pavement Incl Haul	SY	8,500	\$5.00	\$42,500.00	\$5.50	\$46,750.00	\$6.50	\$55,250.00	\$10.60	\$90,100.00
17	7-05	Adjust Rim and Cover	EACH	41	\$500.00	\$20,500.00	\$380.00	\$15,580.00	\$950.00	\$38,950.00	\$526.00	\$21,566.00
18	7-15	Adjust Water Meter Service and Box	EACH	4	\$2,200.00	\$8,800.00	\$330.00	\$1,320.00	\$1,200.00	\$4,800.00	\$524.00	\$2,096.00
19	8-01 S	Erosion Control and Water Pollution Prevention	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$2,340.00	\$2,340.00
20	8-02 S	Roadside Restoration	LS	1	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$6,000.00	\$6,000.00	\$11,700.00	\$11,700.00
21	8-04	Cement Concrete Pedestrian Curb	LF	1,020	\$60.00	\$61,200.00	\$40.00	\$40,800.00	\$45.00	\$45,900.00	\$36.00	\$36,720.00
22	8-04	Cement Concrete Traffic Curb and Gutter	LF	770	\$70.00	\$53,900.00	\$60.00	\$46,200.00	\$45.00	\$34,650.00	\$135.00	\$103,950.00
23	8-06	Cement Concrete Driveway	SY	15	\$150.00	\$2,250.00	\$280.00	\$4,200.00	\$100.00	\$1,500.00	\$45.00	\$675.00
24	8-14 S	Cement Concrete Curb Ramp	SY	370	\$300.00	\$111,000.00	\$140.00	\$51,800.00	\$150.00	\$55,500.00	\$130.00	\$48,100.00
25	8-14	Cement Concrete Sidwalk	SY	230	\$150.00	\$34,500.00	\$120.00	\$27,600.00	\$90.00	\$20,700.00	\$115.00	\$26,450.00
26	8-14 S	Cement Concrete Planter Strip Fill	SY	20	\$150.00	\$3,000.00	\$85.00	\$1,700.00	\$350.00	\$7,000.00	\$92.00	\$1,840.00
27	8-21 S	Relocate Signs	EACH	7	\$360.00	\$2,520.00	\$1,000.00	\$7,000.00	\$1,500.00	\$10,500.00	\$409.00	\$2,863.00
28	8-18 S	Relocate Exisitng Mailbox	EACH	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$4,950.00	\$9,900.00
29	8-22	Removing Plastic Line	SF	35	\$5.00	\$175.00	\$65.00	\$2,275.00	\$6.00	\$210.00	\$117.00	\$4,095.00
30	8-22	Plastic Stop Line	SF	\$45.00	\$30.00	\$1,350.00	\$25.00	\$1,125.00	\$40.00	\$1,800.00	\$117.00	\$5,265.00
Subtotal					\$1,031,345.00		\$844,805.00		\$961,375.00		\$1,042,750.00	
Sales Tax (Exempt)					N/A							
Total					\$1,031,345.00		\$844,805.00		\$961,375.00		\$1,042,750.00	



Staff Report

June 5, 2023 Council Workshop Meeting

Camas Library HVAC Equipment Replacement Bids

Presenter: James Carothers, Engineering Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: The City of Camas Library Heating, Ventilation, and Air Conditioning (HVAC) System is over 20 years old and is in dire need of replacement. In 2021, the City applied for and was awarded a grant in the amount of \$499,550 from the Washington State Department of Commerce (DOC) to help fund installation of a new HVAC system. The City entered into a Professional Services Agreement (PSA) with Windsor Engineers to evaluate the existing HVAC system and determine the scope of work for equipment replacement. Upon completion of the evaluation the City amended Windsor Engineering's PSA to include development of bidding documents and technical support during construction.

SUMMARY: On May 10, 2023 the City held a public bid opening for the Library HVAC replacement project. A total of five bids were received. The low bidder was Apex Mechanical LLC, out of Battle Ground Washington, in the amount of \$1,055,705. Staff finds that the low bid is reasonable and recommends bid award.

BENEFITS TO THE COMMUNITY: The Camas Library is a treasure to the community. The City's HVAC maintenance expenses have increased over the past three summers. This equipment has reached the end of its useful life. Patrons have expressed discomfort during stretches of hot weather. The current system is inefficient and obsolete. The new HVAC system will correct these known issues while lowering operational expenses.

POTENTIAL CHALLENGES: Staff will be monitoring and coordinating work with the contractor. The library will remain open to the public during construction activities. Potential challenges include noise disturbance and maintaining the operation of the existing HVAC system while equipment components are replaced. Staff will coordinate work operations to limit disruptions and discomfort to the public.

BUDGET IMPACT: The low bidder is Apex Mechanical LLC. Their construction bid is \$1,055,705. With a 10% allowance for change orders and overruns, the construction cost could be as high as \$1,161,275. It is anticipated that 2023 expenditures for consultant services will be \$170,000. The anticipated 2023 project costs total \$1,331,276. The budget remainder from 2022 is \$1,185,270,

leaving an estimated budget shortfall of \$146,000. Staff will place the carryover and supplemental costs in an upcoming omnibus.

Below is a breakdown of anticipated funding and future budget supplement needed to complete construction.

Budget Breakdown

2023 Project Costs

Construction Low Bid + 10% Contingency	\$1,161,276
Consultant Contract	\$120,000
Additional Consultant Support (Estimated)	\$50,000
2023 Project Costs	<u>\$1,331,276</u>

2022 Budget Carryover

WA DOC Grant	\$499,550
Local Funds (General)	\$685,720
2022 Carryover Funding	<u>=\$1,185,270</u>

Supplement Needed

Funding Shortfall = (2023 Project Costs) – (2022 Carryover Funding)	≤\$146,000
---	------------

RECOMMENDATION: Staff recommends this item be placed on the June 5, 2023 Consent Agenda for Councils Consideration.



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

James E. Carothers 5-15-23
James E. Carothers, PE Date

PROJECT NO. G1024				Engineer's Estimate:		Apex Mechanical LLC		Piper Mechanical		Columbia Allied Services		Stewart Mechanical		AirX LLC	
				\$1,030,750.00		1507 SE Eaton Blvd		9321 NE 72nd Ave, B6		27316 NE 10th Ave		1802 SE 16th St		8517 NE 244th St	
DESCRIPTION: Camas Library HVAC Equipment Purchase						Battle Ground WA 98604		Vancouver WA 98665		Ridgefield WA 98642		Battle Ground WA 98604		Battle Ground WA 98604	
				Ent. By		john@apexmechanical.org		grant@pipermechanical.com		jasper@columbiaallied.com		taylor@stewartci.com		alex@airx.llc	
DATE OF BID OPENING: 05/10/2023 (Rebid)				MP		360-666-8735		360-831-0623		360-903-0894		360-892-5215		360-901-5310	
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	ENGRG TOTAL
	Schedule A														
1	HVAC System Upgrade and Replacement	LS	1	\$925,000.00	\$925,000.00	\$948,000.00	\$948,000.00	\$988,780.00	\$988,780.00	\$1,001,230.00	\$1,001,230.00	\$1,227,708.00	\$1,227,708.00	\$925,730.00	\$925,730.00
2	Construction Documentation Min Bid \$25K	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
	Subtotal				\$950,000.00		\$973,000.00		\$1,013,780.00		\$1,026,230.00		\$1,252,708.00		\$950,730.00
	Sales Tax (8.5%)				\$80,750.00		\$82,705.00		\$86,171.30		\$87,229.55		\$106,480.18		\$80,812.05
	Base Bid Total				\$1,030,750.00		\$1,055,705.00		\$1,099,951.30		\$1,113,459.55		\$1,359,188.18		\$1,031,542.05
										*local agency sub list form not included				*Complete bid package submitted at 10:20AM which did not meet the 10:00AM deadline	

Everett Street Corridor Analysis Project Update

June 5, 2023
Camas City Council Workshop

Presented by:
Steve Wall, City of Camas



Everett Street Corridor Analysis

Lacamas Lake

NE Everett Street

NE 38th Avenue

NE 43rd Avenue

Round Lake



Camas High School

City of
Camas
WASHINGTON

PBS

Purpose & Goals

Analyze the Everett Street Corridor using public input, data, and technical guidance.

Determine improvements for providing safe, efficient passage and access for all.

Develop design concepts for consideration.

Select one design concept (a “preferred alternative”).

Further develop preferred alternative to create budgetary cost estimates.

Timeline



PHASE 1: AUG–NOV 2022

- ✓ Data collection
- ✓ Project signs installed
- ✓ Resident & business outreach
- ✓ Open house 1
- ✓ Survey 1 (start)
- ✓ WSDOT meeting 1

PHASE 2: DEC 2022–APR 2023

- ✓ Technical Advisory Committee meeting 1 & 2
- ✓ City Council workshop 1
- ✓ Traffic analysis
- ✓ Alternatives analysis (start)
- ✓ WSDOT meeting 2
- ✓ Open house 2
- ✓ Survey 2

PHASE 3: MAY–AUG 2023

- City Council workshop 2
 - Alternatives analysis (finish)
 - Concept development
 - Open house 3
 - City Council workshop 3
 - Selection of preferred alternative
- ★ We are here: June 5

Who We've Talked To



Corridor Business Owners
1 meeting



Corridor Property Owners
1 meeting with 3 separate groups



Technical Advisory Committee
2 meetings



Washington Department of Transportation
2 meetings



Community
2 open houses + 2 surveys

Open House 1 & Survey 1 Summary

1 = highest rating, 14 = lowest rating | Color groups indicate similar ratings

Ranking		Priority
	1	Improve safety and mobility for pedestrians
	2	Improve safety and mobility for drivers
	3	Improve connections to nearby areas
	4	Minimize impact to environment
	5	Improve safety and mobility for casual cyclists
	6	Maintain traffic flow and property access during construction
	7	Has a "Camas" look and feel
	8	Minimize impact to properties on the corridor
	9	Can be completed for a reasonable cost
	10	Improve lighting
	11	Improve parking
	12	Improve safety and mobility for wheelchair users
	13	Improve safety and mobility for serious cyclists
	14	Minimize noise [to adjacent properties]

Open House 2 Overview

- + **Who:** 55 community members in attendance
- + **When:** April 26, 2023, at 6:00 p.m.
- + **Where:** Lacamas Lake Lodge
- + **How:** Publicized by social media, Engage Camas, local media, project signage sticker & more



The Everett Corridor: North & South Sections



Features

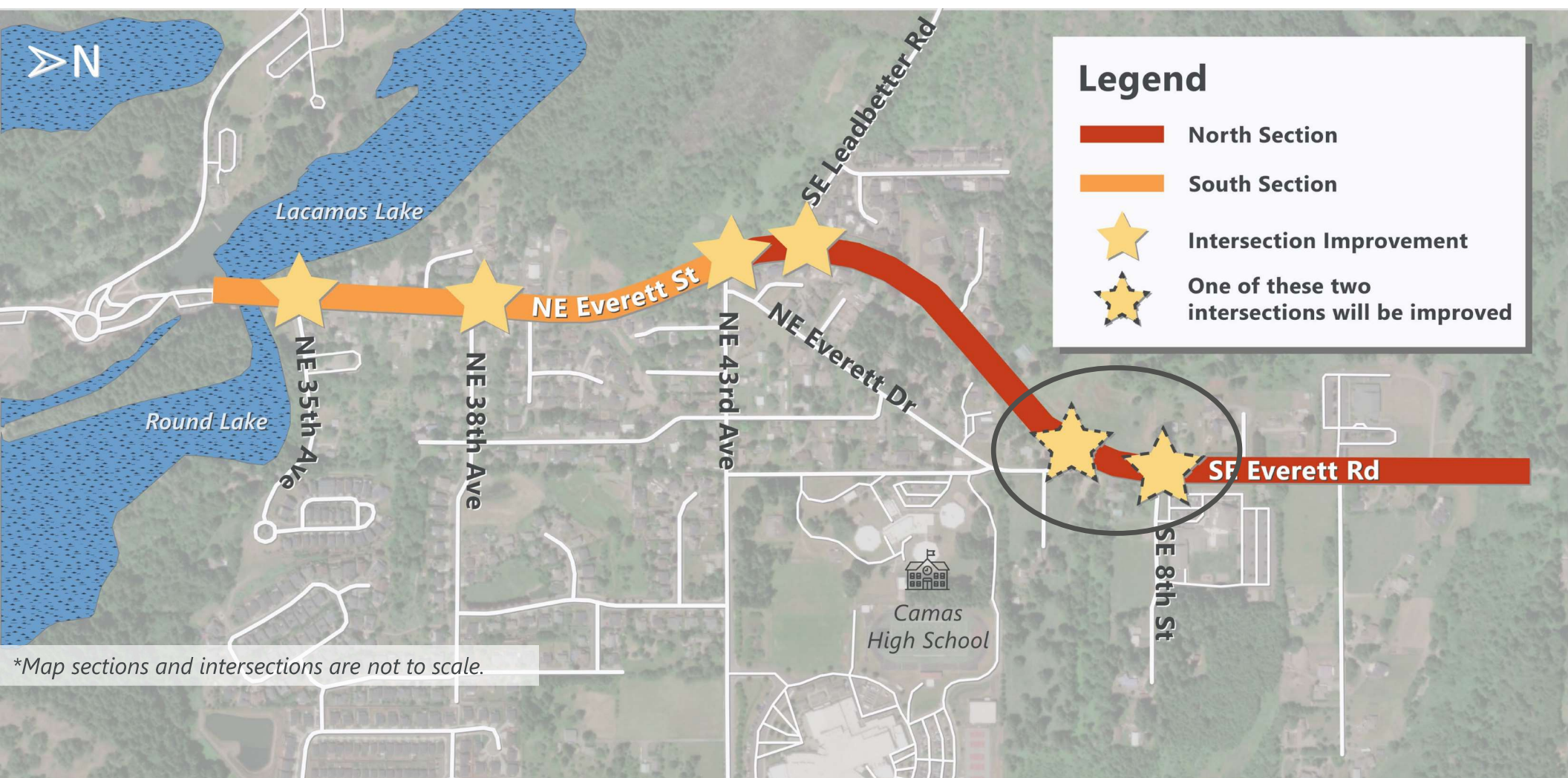
South Section

- + Businesses and houses close to road
- + Narrower roadways
- + Intermittent parking along roadway
- + More foot traffic

North Section

- + Houses and buildings set back from road
- + Larger properties
- + Wider roadways
- + Fewer constraints overall

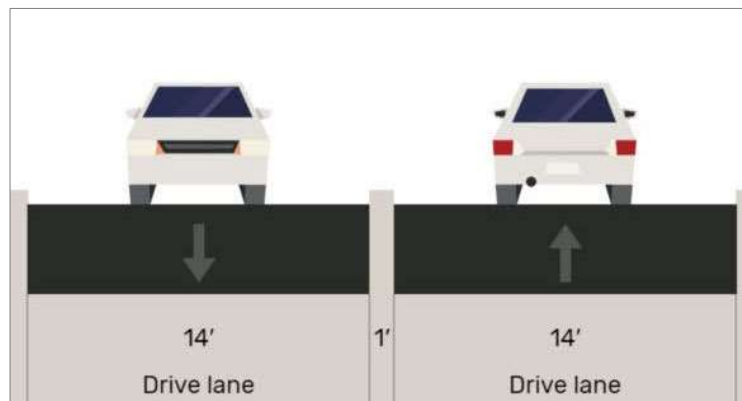
Intersection Improvement Locations



Potential Improvements *for Drivers*

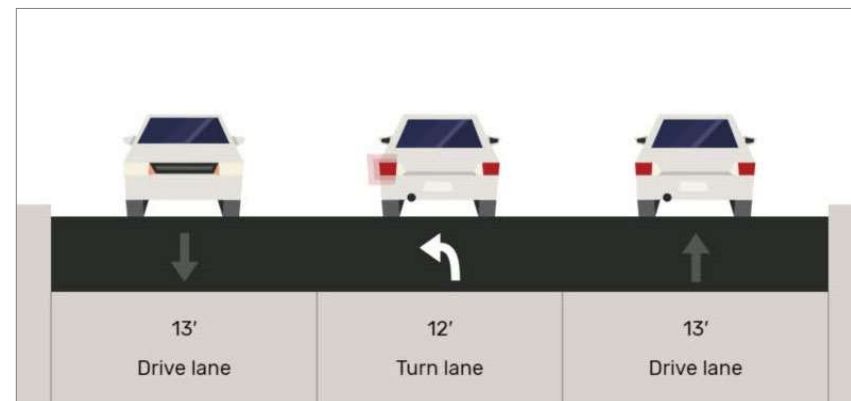
South Section

1. Two-lane roadway with roundabout intersections
2. Three-lane roadway with traffic signal intersections



North Section

1. Two-lane roadway with roundabout intersections
2. Three-lane roadway with traffic signal intersections
3. Three-lane roadway with roundabout intersections



Community Priorities For Drivers 1 = Most Successful		2 Lanes with Roundabouts	3 Lanes with Signals	3 Lanes with Roundabouts
	Improve safety and mobility for drivers	2	3	1
	Minimize impact to environment	1	2	3
	Maintain traffic flow and property access during construction	3	1	2
	Minimize impact to properties on the corridor	1	2	3
	Can be completed for a reasonable cost	1	2	3
	Improve lighting	1	1	1
	Improve parking*			
	Minimize noise [to adjacent properties]	1	3	2
	Minimize impact to emergency services (new)	3	1	2

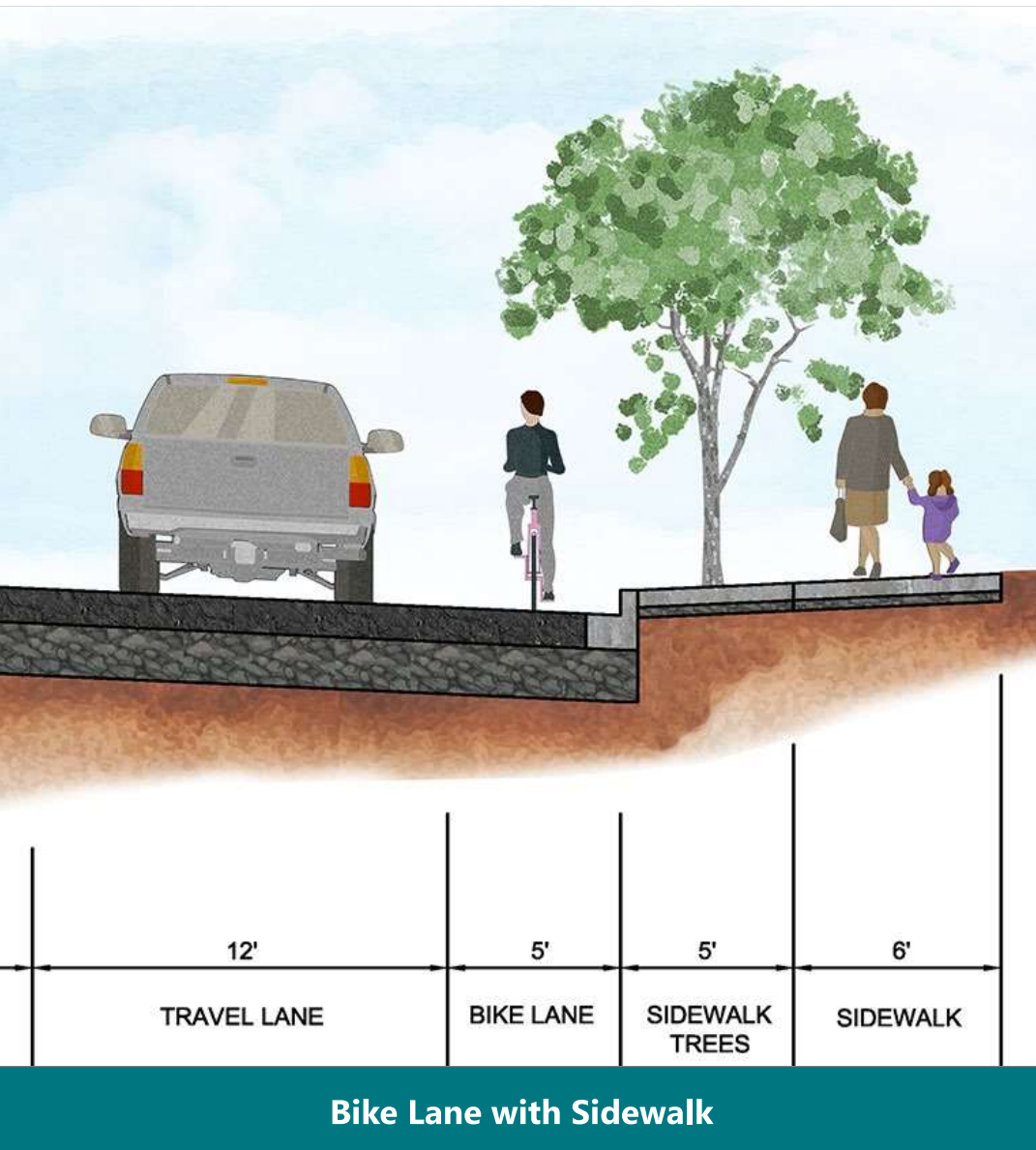
**The "Improve Parking" priority will be addressed later in the design process.*

Potential Improvements *for Pedestrians and Cyclists*

Possible Configurations

1. Bike Lane and Sidewalk
2. Shared-Use Path for Bikes and Pedestrians
3. Elevated Bike Lane and Sidewalk
4. Bi-Directional Bike Lane and Sidewalk

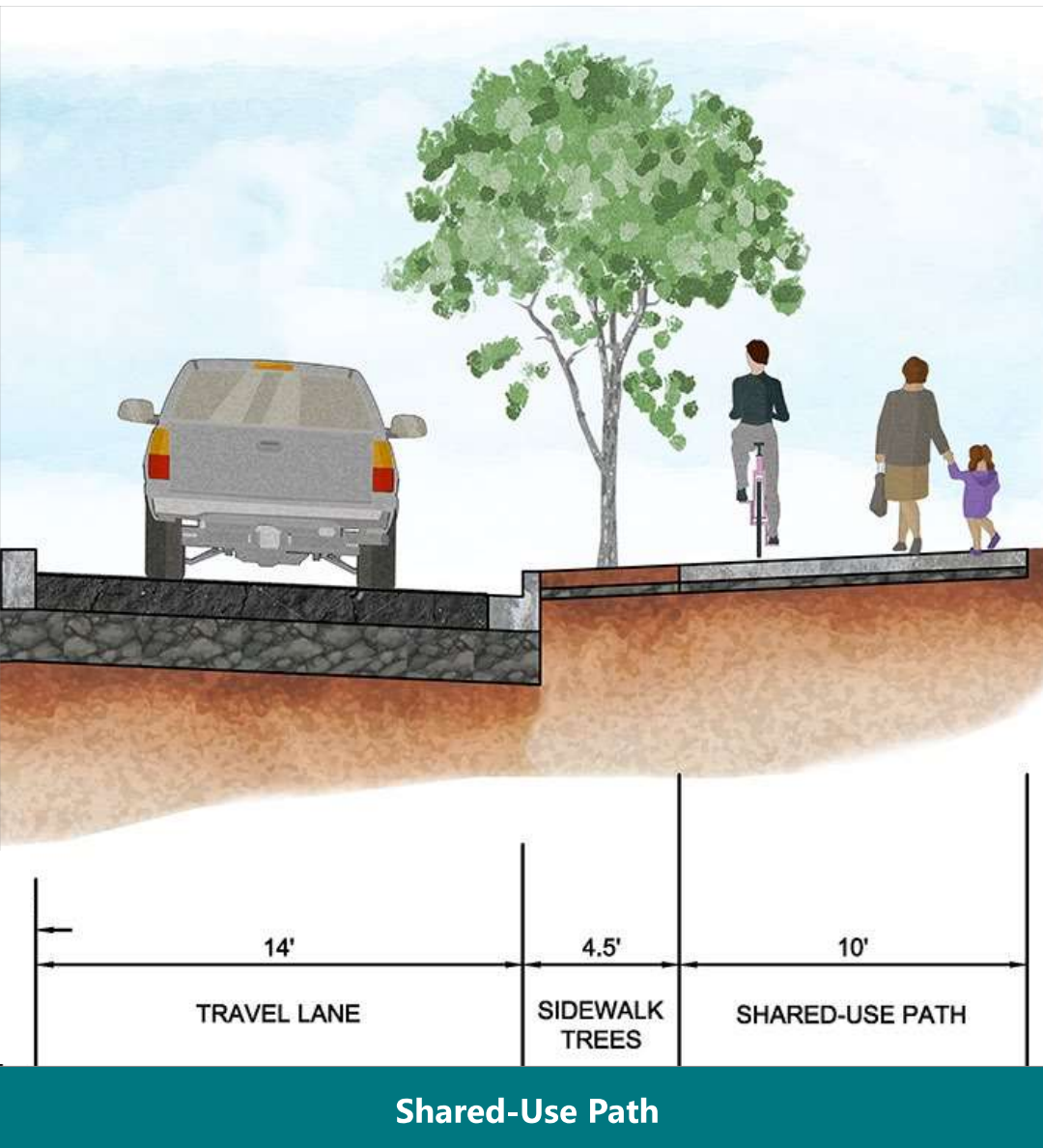
Note: *In all configurations, the sidewalk would be on both sides of the roadway.*



1. Sidewalk and Bike Lane

Features:

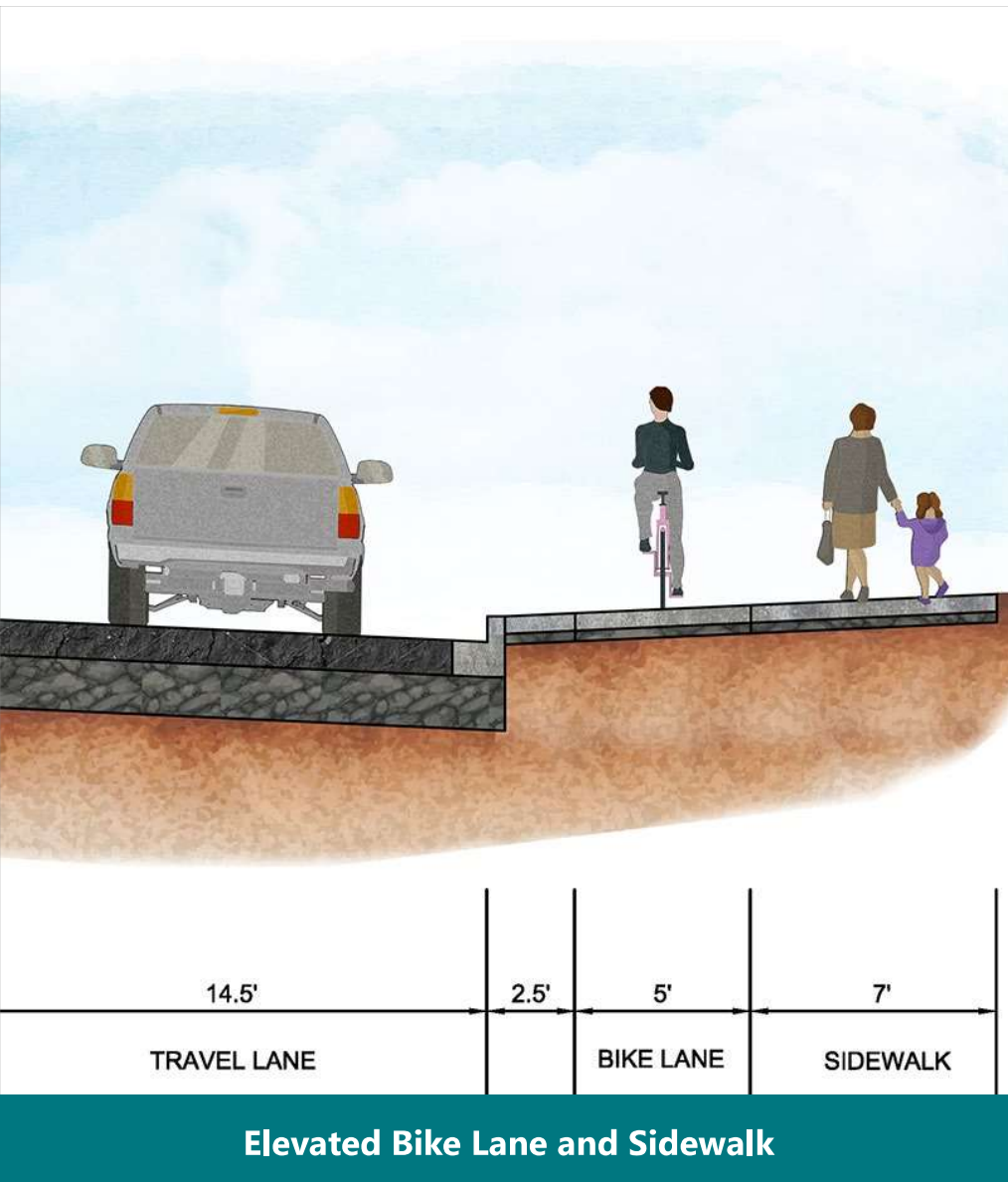
- + Landscape strip separates bike and pedestrian traffic.
- + Same on each side of the road.
- + Bike lane is on roadway.
- + Easier access for emergency services.
- + When combined with a 2-lane roadway, there is no property impact beyond the right of way.
- + When combined with a 3-lane roadway, there is property impact beyond the right of way.



2. Shared-Use Path for Bicyclists & Pedestrians

Features:

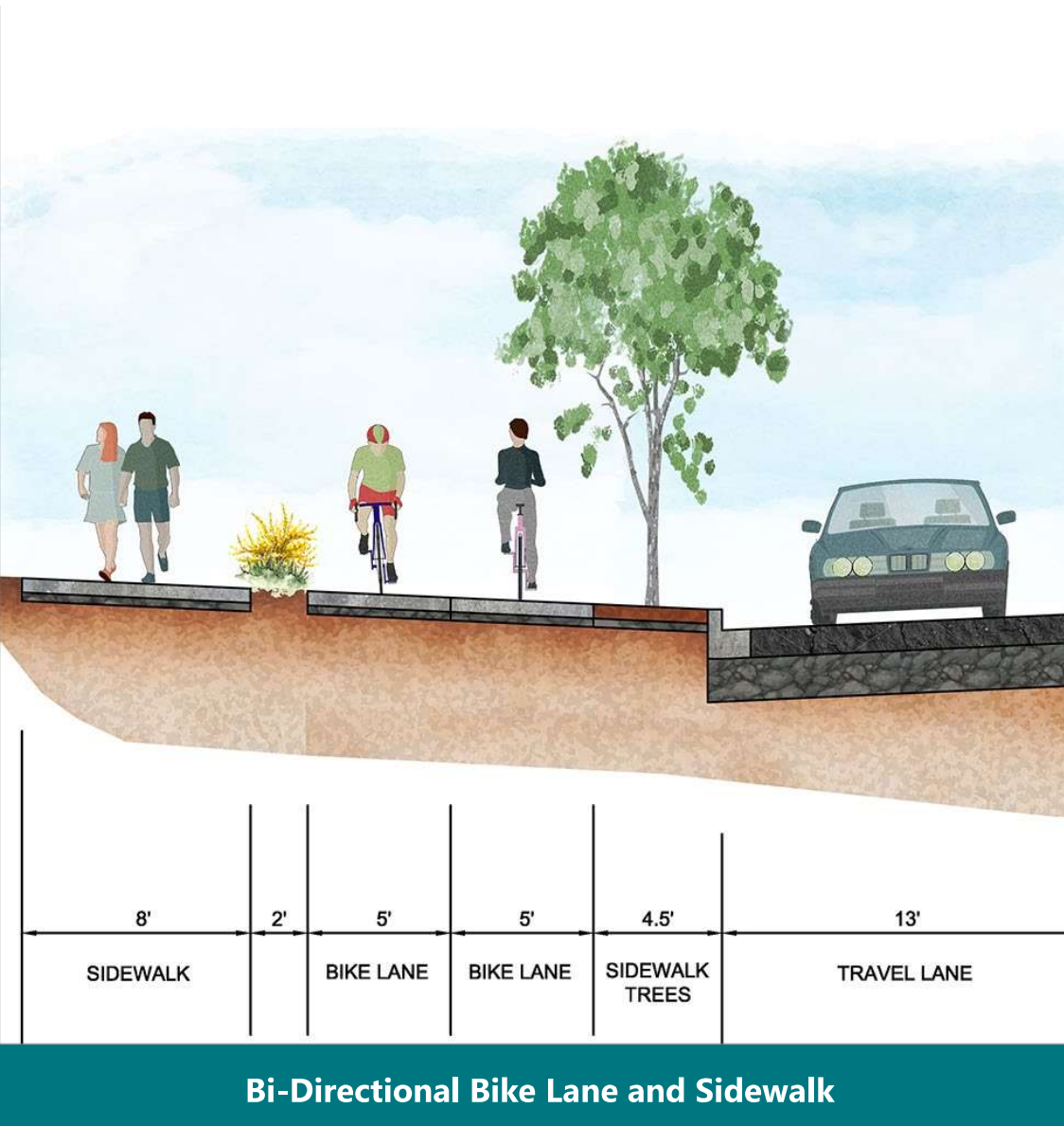
- + Landscape strip separates bike and pedestrian traffic from the roadway.
- + Same on each side of the road.
- + When combined with a 2-lane roadway, there is no property impact beyond the right of way.
- + When combined with a 3-lane roadway, there is is property impact beyond the right of way.



3. Elevated Bike Lane and Sidewalk

Features:

- + Bike and pedestrian traffic is elevated above roadway, behind curb.
- + When combined with a 2-lane roadway, there is no property impact beyond the right of way.
- + When combined with a 3-lane roadway, there is property impact beyond the right of way.



4. Bi-Directional Bike Lane and Sidewalk

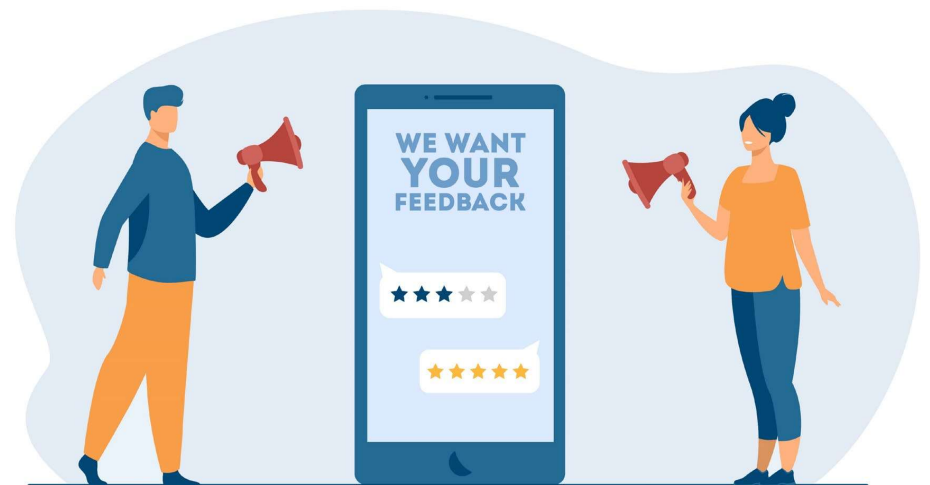
Features:

- + Bike and pedestrian traffic is elevated above roadway, behind curb.
- + Only on one side of the road; 6-foot-wide sidewalk on opposite side.
- + When combined with a 2-lane roadway, there is no property impact beyond the right of way.
- + When combined with a 3-lane roadway, there is property impact beyond the right of way.

Community Priorities For Pedestrians & Cyclists 1 = Most Successful		Sidewalk with Bike Lane	Shared-Use Path	Elevated Bike Lanes and Sidewalk	Bi-Directional Bike Lane and Sidewalk
	Improve safety and mobility for pedestrians	3	2	1	4
	Improve connections to nearby areas	1	1	1	4
	Improve safety and mobility for casual cyclists	4	3	1	2
	Has a “Camas” look and feel	2	1	4	3
	Improve safety and mobility for wheelchair users	1	4	2	3
	Improve safety and mobility for serious cyclists	3	4	2	1
	Minimize impact to emergency services (new)	1	2	2	2

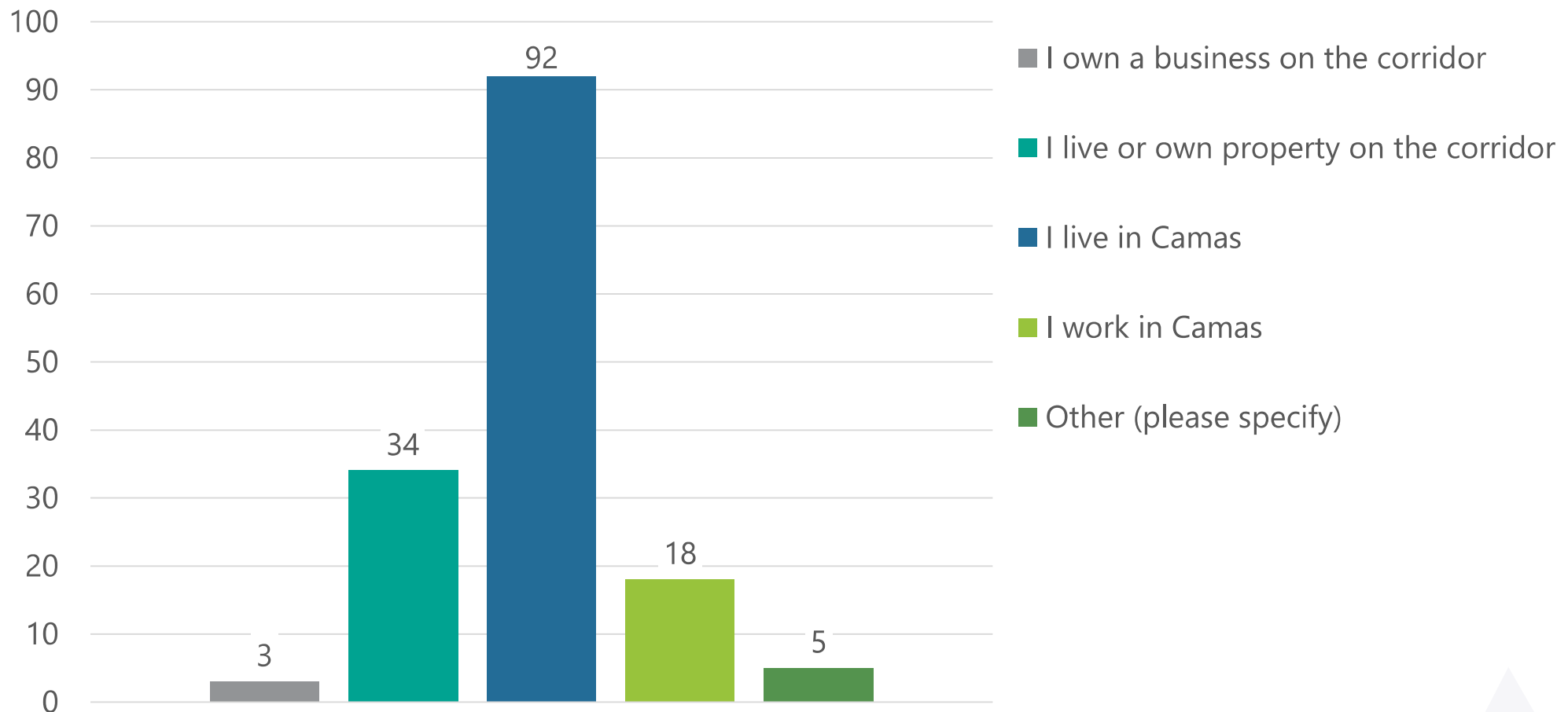
Community Survey 2

- + **What:** Survey to gather concerns and comments on potential roadway and sidewalk/bike lane configurations
- + **Who:** Available to all Camas residents & the general public
- + **When:** 4 weeks, April 18–May 26, 2023
- + **Where:** EngageCamas.com & paper copies at City Hall & Camas Library
- + **How:** Publicized by social media, Engage Camas, local media, project signage & more

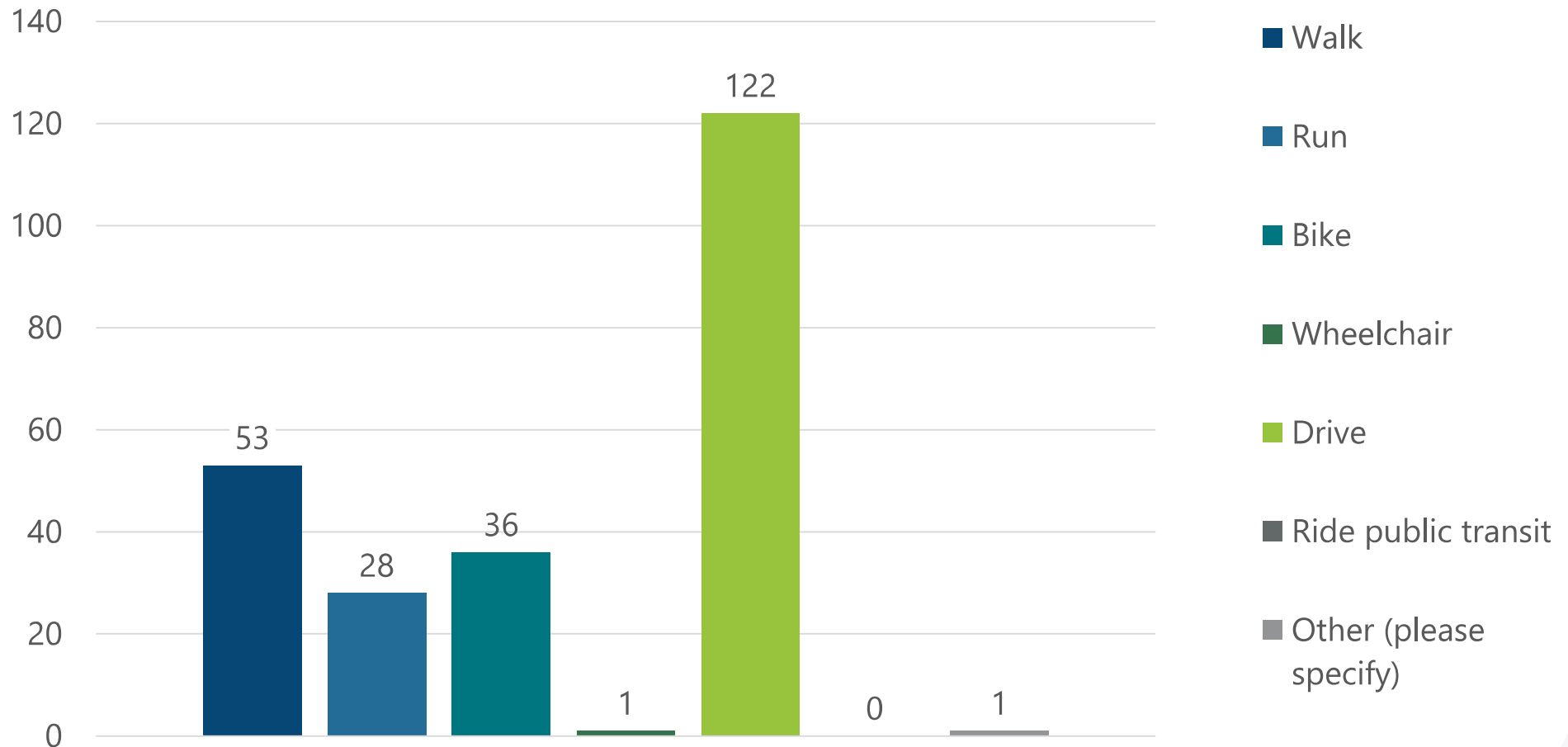


124 Responses

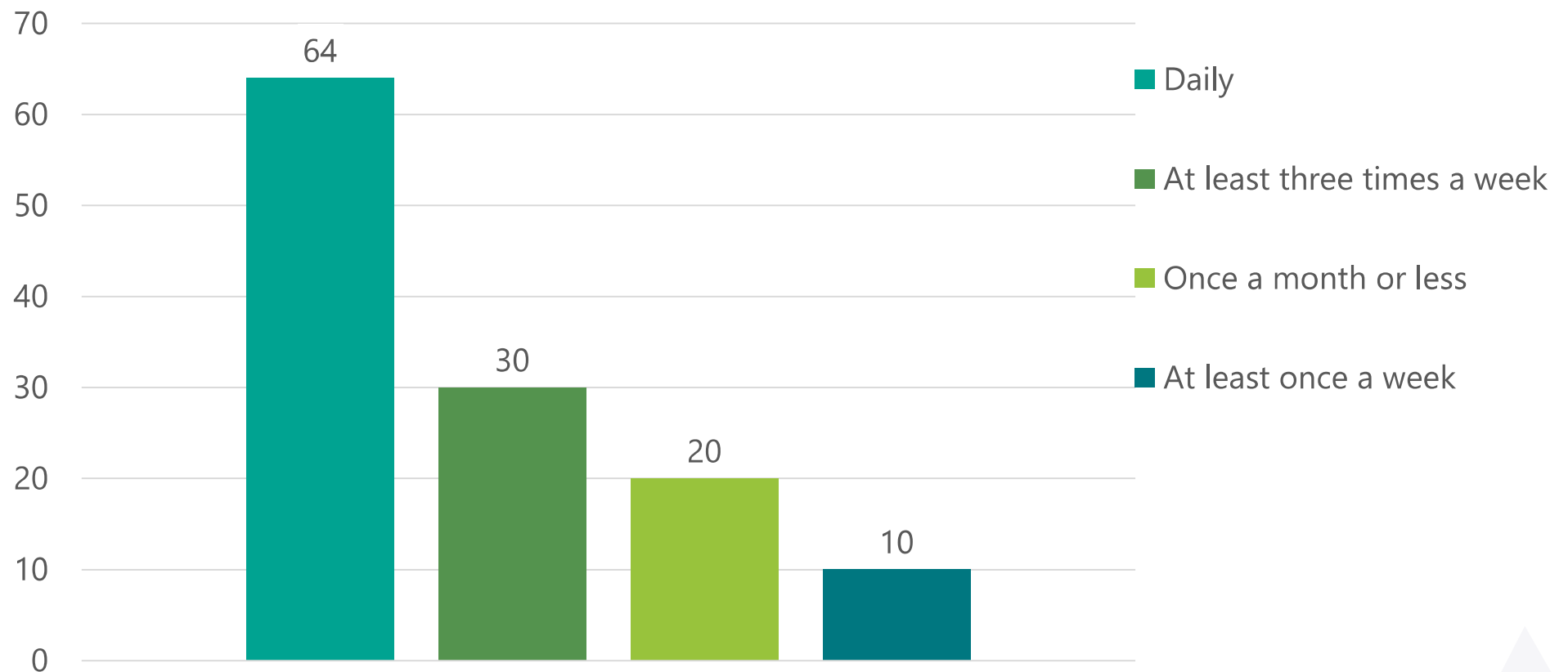
1 .Which best describes your interest in the project?



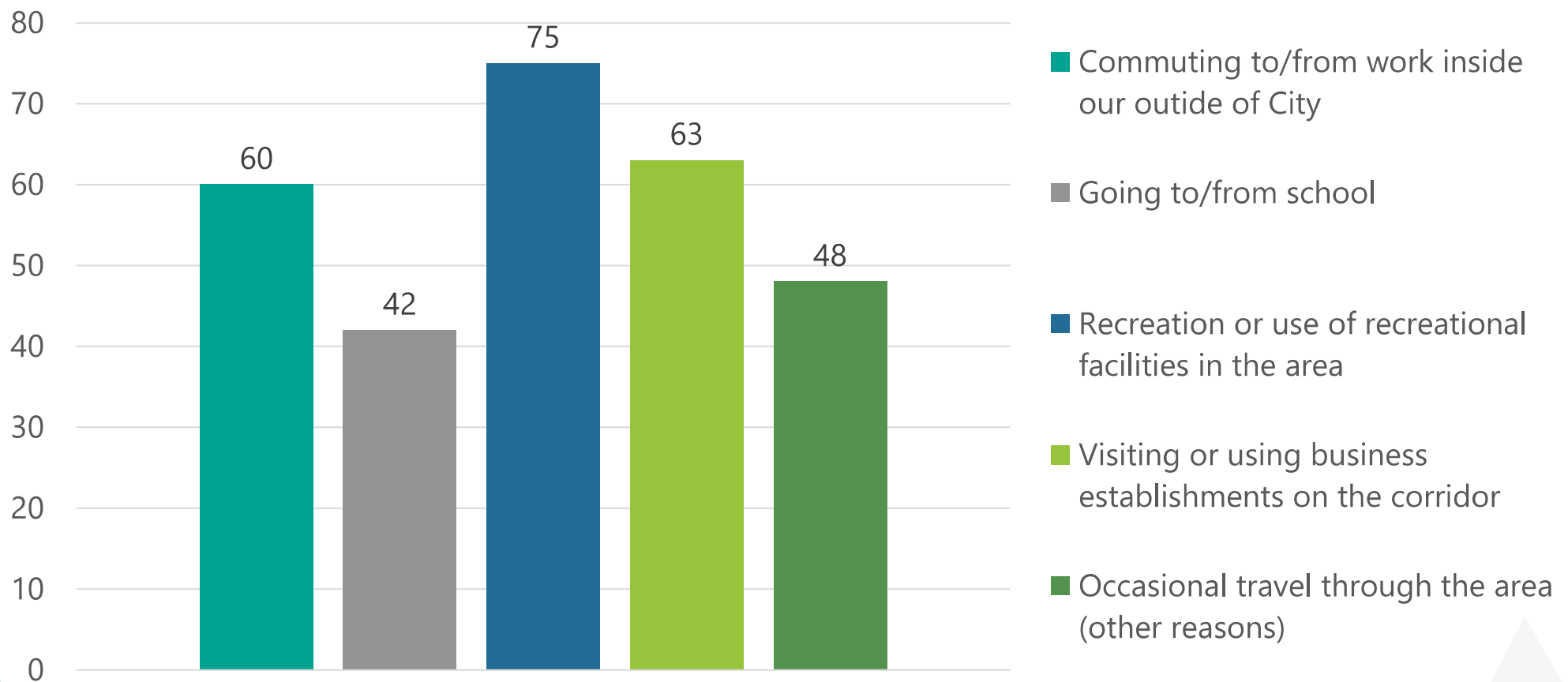
2. What form of travel do you use on the Everett Street Corridor? Select all that apply.



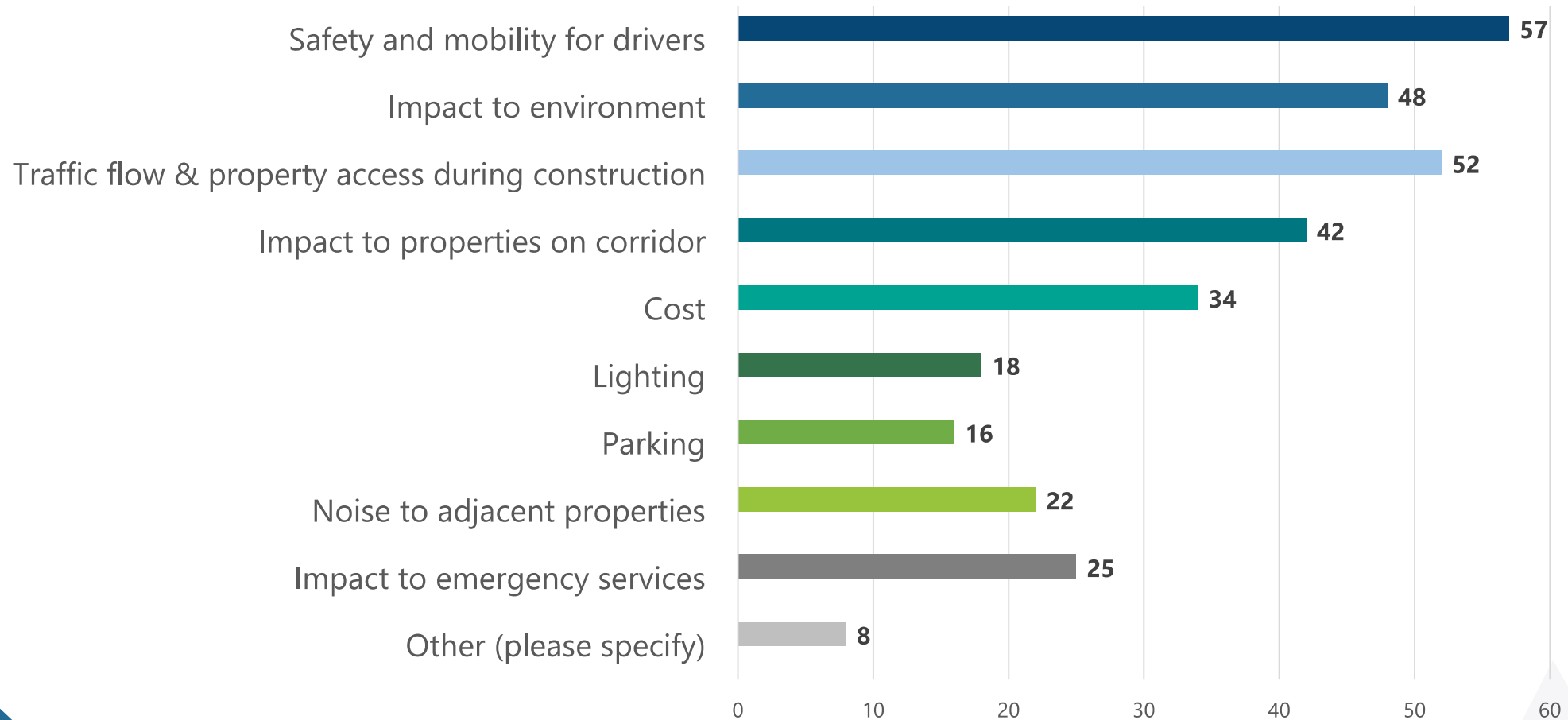
3. How often do you travel the Everett Street Corridor?



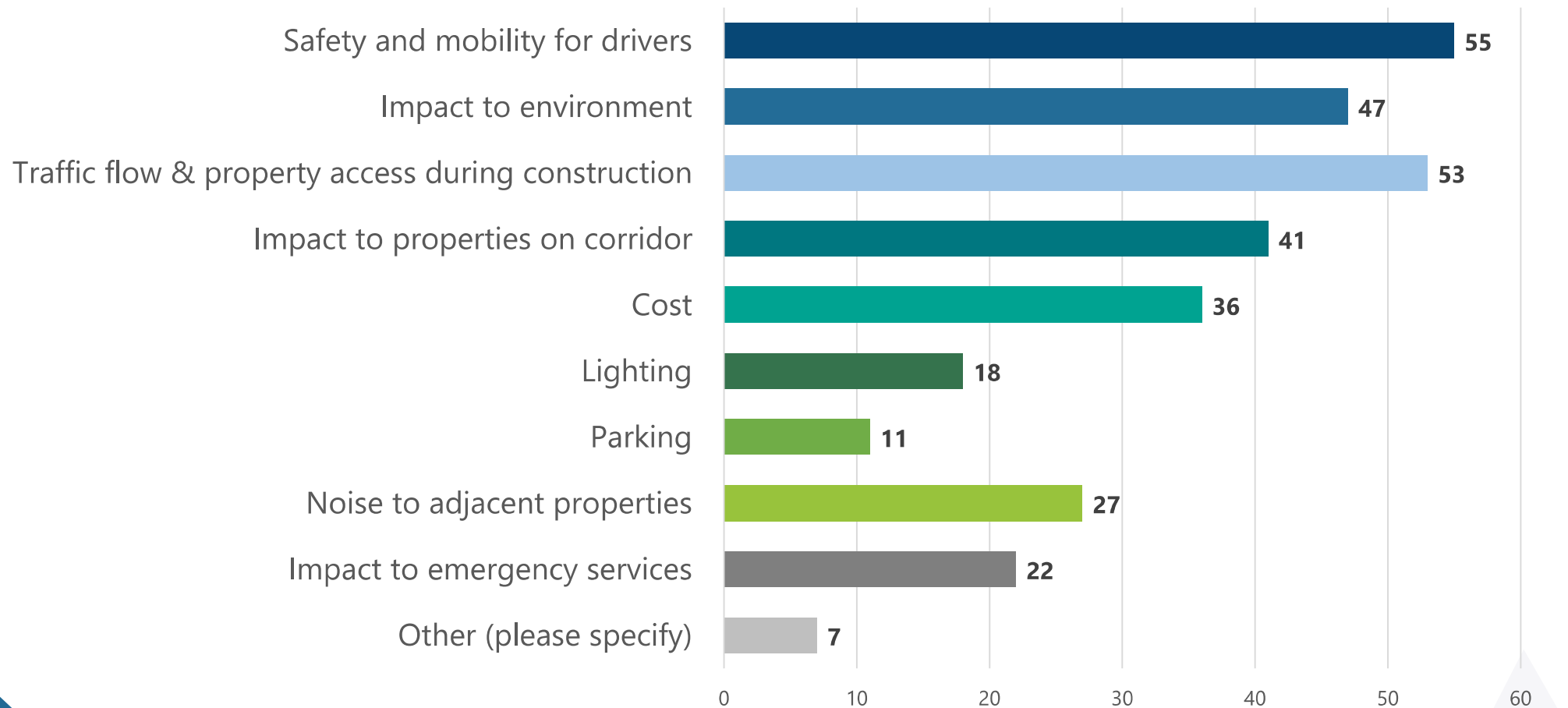
4. Why do you typically travel the Everett Street Corridor? Select all that apply.



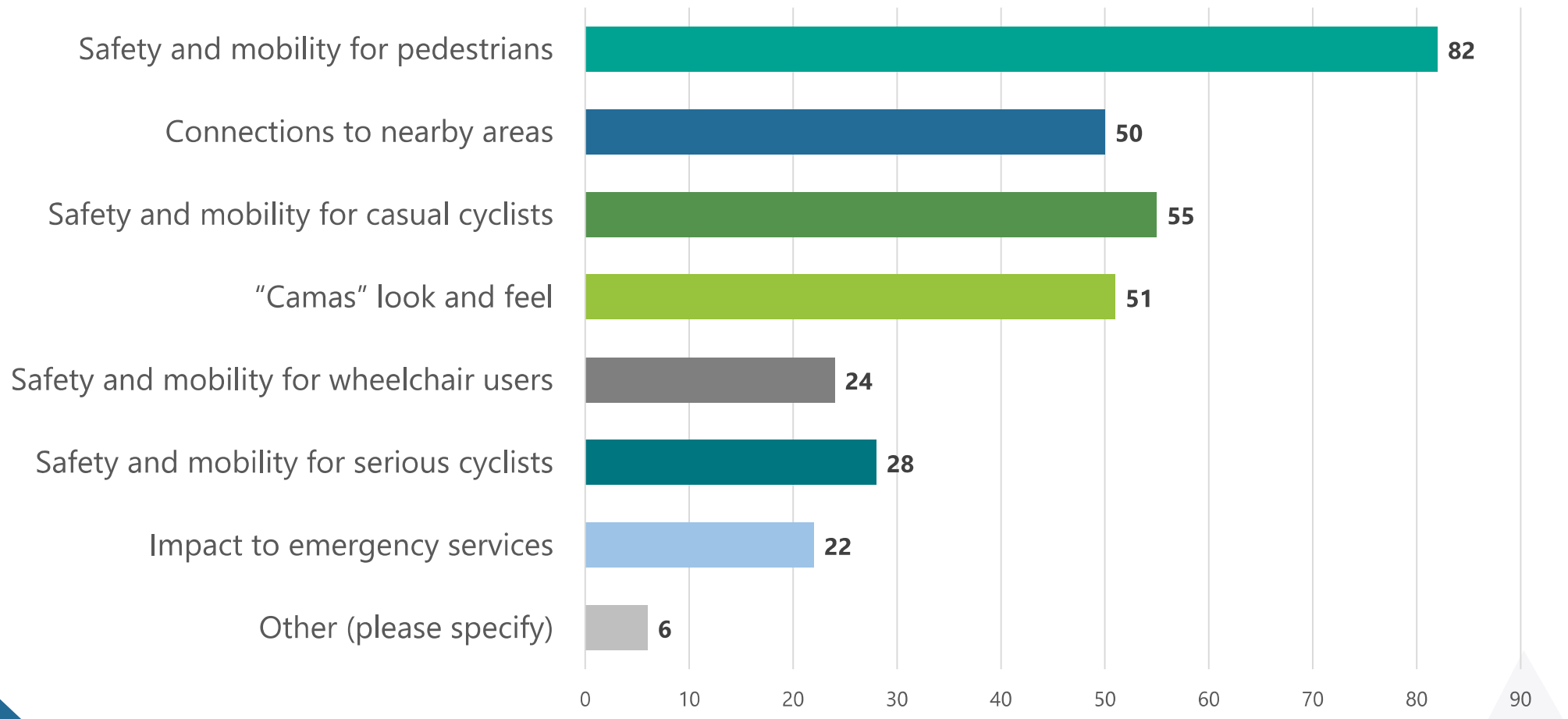
5. Do you have any concerns about the roadway configurations for the south section?



6. Do you have any concerns about the roadway configurations for the north section?



7. Do you have any concerns about the sidewalk and bike lane configurations?



What We Heard

Survey 2 Results

+Top concerns about **north & south roadway configurations** (same):

1. Safety and mobility for drivers
2. Traffic flow and property access during construction
3. Impact to environment

+Top concerns about **sidewalk and bike lane configurations**:

1. Safety and mobility for pedestrians
2. Safety and mobility for casual cyclists
3. Camas look and feel

What's Next



For more information, results, and resources, see engagecamas.com/everett-street-corridor-analysis

PHASE 3: MAY–AUG 2023

- ✓ City Council workshop 2
- Alternatives analysis (finish)
- Concept development
- Open house 3
- City Council workshop 3
- Selection of preferred alternative

Question & Answer

Community Survey 2

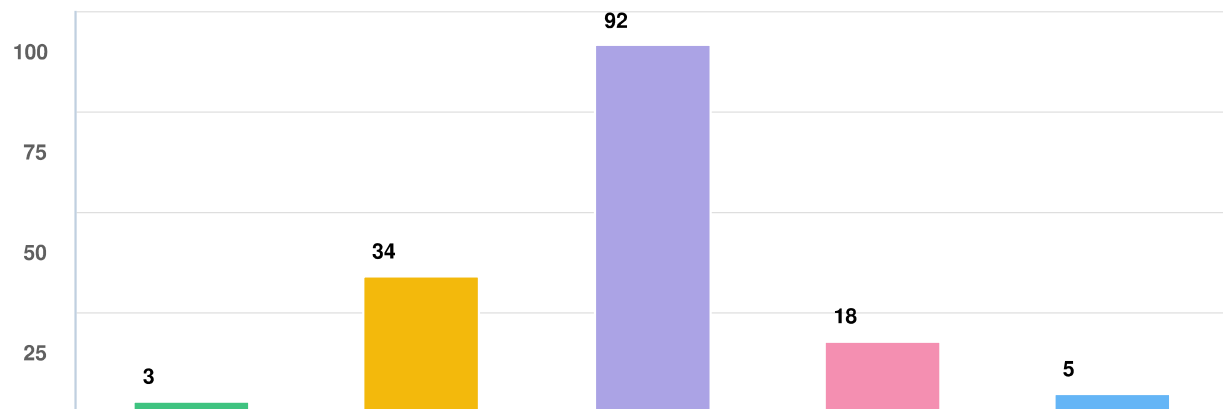
SURVEY RESPONSE REPORT

26 April 2023 - 26 May 2023

PROJECT NAME:

Everett Street Corridor Analysis

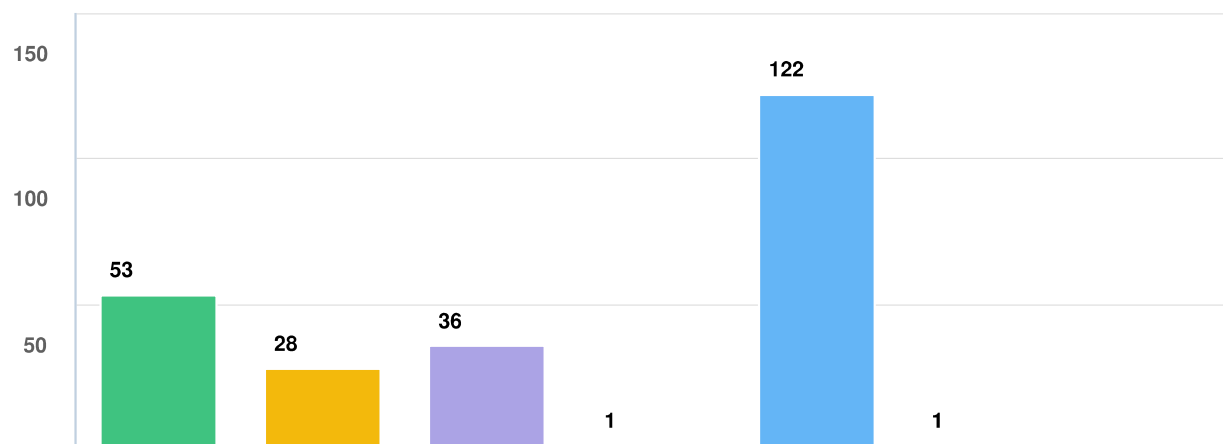
SURVEY QUESTIONS

Q1 Which best describes your interest in the project? Select all that apply.**Question options**

- I own a business on the corridor.
 ● I live or own property on the corridor.
 ● I live in Camas.
 ● I work in Camas.
 ● Other (please specify)

Mandatory Question (124 response(s))

Question type: Checkbox Question

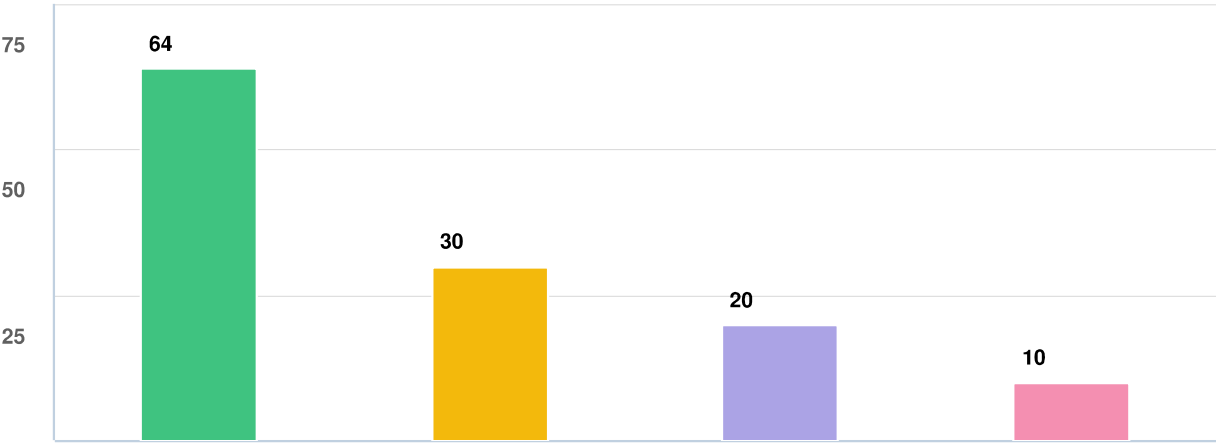
Q2 What form of travel do you use on the Everett Street Corridor? Select all that apply.**Question options**

- Walk
 ● Run
 ● Bike
 ● Wheelchair
 ● Drive
 ● Other (please specify)
 ● Ride public transit

Mandatory Question (124 response(s))

Question type: Checkbox Question

Q3 How often do you travel the Everett Street Corridor?

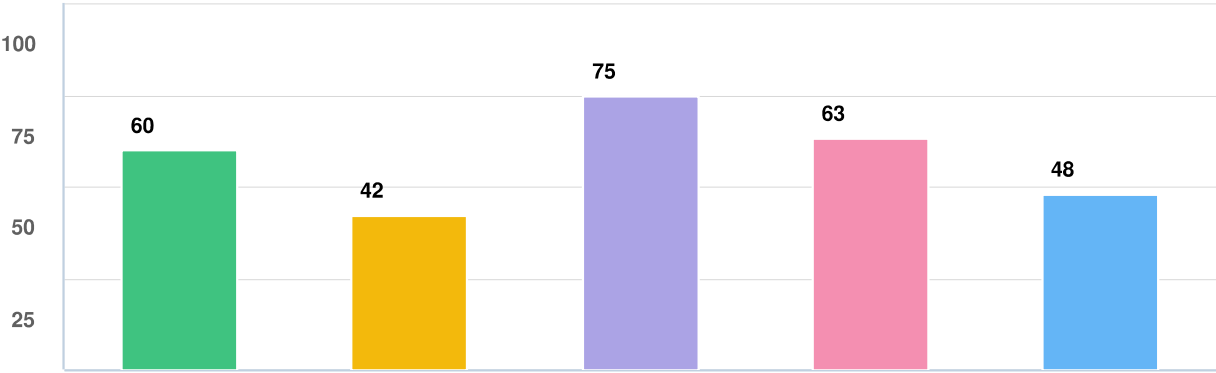


Question options

- Daily
- At least three times a week
- At least once a week
- Once a month or less

Mandatory Question (124 response(s))
Question type: Checkbox Question

Q4 Why do you typically travel or use the Everett Street Corridor? Select all that apply.

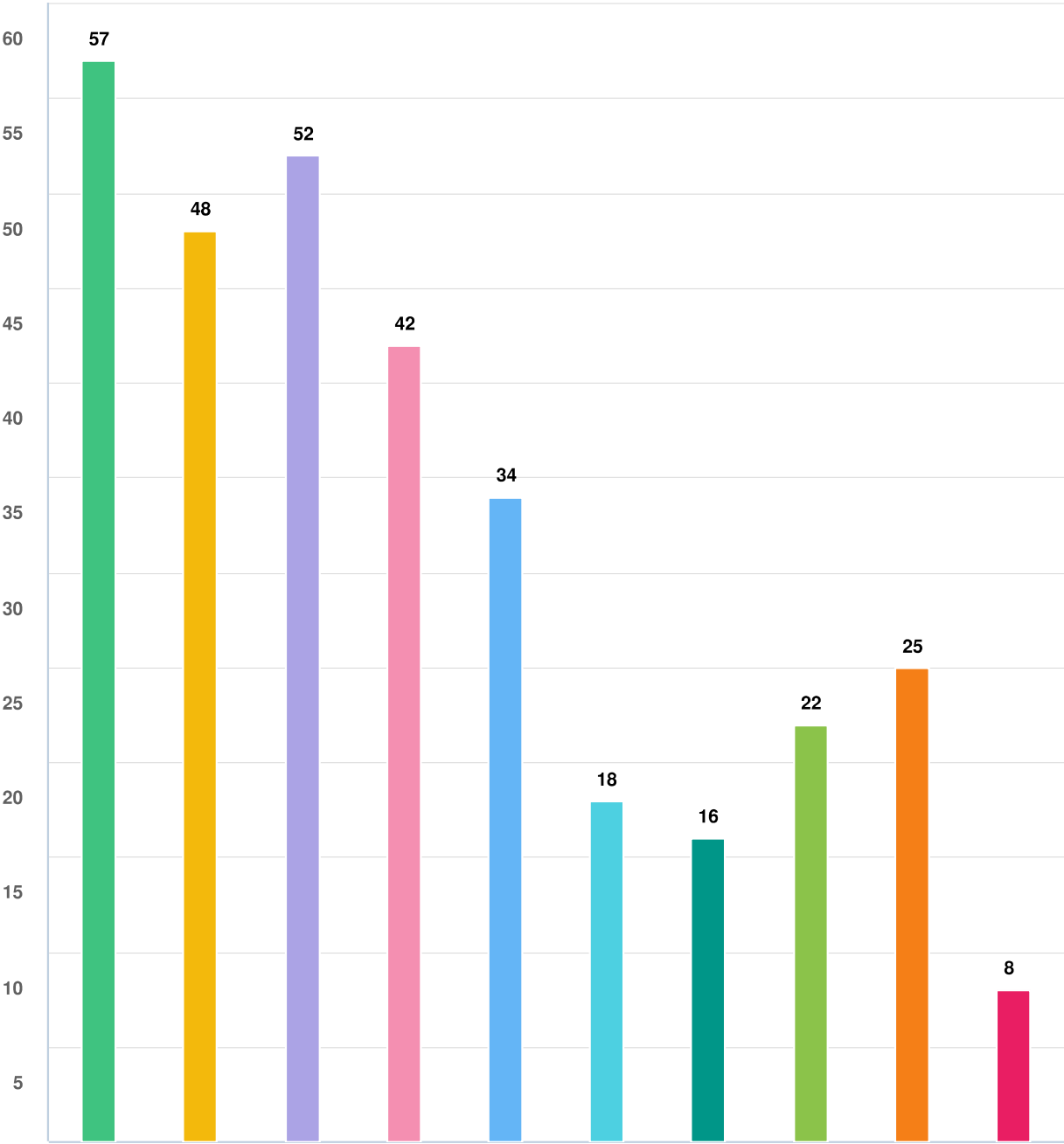


Question options

- Commuting to/from work inside or outside of City
- Going to/from school
- Recreation or use of recreational facilities in the area
- Visiting or using business establishments on the corridor
- Occasional travel through the area (other reasons)

Mandatory Question (124 response(s))
Question type: Checkbox Question

Q5 For the south section of the corridor – we are currently considering two configurations, shown here:(1) A two-lane roadway ...



Question options

- Safety of mobility for drivers
- Impact to environment
- Traffic flow and property access during construction
- Impact to properties on corridor
- Cost
- Lighting
- Parking
- Noise to adjacent properties
- Impact to emergency services
- Other (please specify)

Optional question (110 response(s), 14 skipped)
Question type: Checkbox Question

Q6 Do you have any additional comments about the roadway configurations and comparisons for the south section?

Anonymous

4/26/2023 07:21 PM

Consider the property owners' concerns first!

Anonymous

4/26/2023 09:53 PM

If I had to choose only one, I would prefer roundabouts to intersections and care more about this than lanes. Why not a combination with 3 lanes with intersections, but a roundabout at 43rd?

Anonymous

4/26/2023 10:08 PM

2 lane seems fine

Anonymous

4/28/2023 10:50 AM

not in favor of traffic signals

Anonymous

4/28/2023 12:02 PM

For consideration, any landscaping or planting of trees/greenery to help minimize road noise (for local businesses and households) would be appreciated and sustain our beautiful Camas look and feel.

Anonymous

4/28/2023 03:34 PM

If you all think that traffic flow and volume on the south section is "ok" or acceptable I can get several thousand residents of the area to attest otherwise! ***In reference to question #4, I own property there! That's why I use it!

Anonymous

4/28/2023 05:19 PM

Camas High School needs to be accessible from Everett up- for walkers and bikers Where we live we are land-locked in that both 43rd and Everett are too dangerous to walk or bike on. We are within walking distance of so much, but is only accessible by car.

Anonymous

4/29/2023 09:57 AM

Cut down on # of roundabouts

Anonymous

4/29/2023 12:07 PM

No roundabouts please!

Anonymous

4/29/2023 04:21 PM

We live in the houses accessed by 35th and have trouble exiting onto Everett when traffic is busy. We have talked about both roundabout

and 3 lane with signal options. The roundabouts would slow traffic without stopping it. It would require less space and leave room for bike / pedestrian lanes. Therefore we are leaning towards the roundabout option.

Anonymous

4/29/2023 06:46 PM

Crosswalks at the roundabouts?

Anonymous

4/30/2023 11:02 PM

No traffic lights!!!!

Anonymous

5/01/2023 11:48 AM

I own property on the corridor and am excited about the future development, but my biggest concern is impact to my property to account for lane recommendations. I have already had my property lines redrawn on the portion adjacent to the lake.

Anonymous

5/10/2023 11:14 PM

I'm a big fan of the roundabouts being put in around Camas. I think they are much safer than having a turn lane

Anonymous

5/11/2023 10:48 PM

Prefer roundabouts

Anonymous

5/14/2023 09:01 AM

Currently my neighborhood (39th) is frequently used by cars wishing to turn around to change travel directions on Everett. I would prefer option one to help prevent this and make it safer for kids in my neighborhood.

Anonymous

5/16/2023 05:06 PM

You need a 4-lane bridge (2 lanes in each direction) and through the Roundabout. This is a state highway. It's the only north-south transportation corridor in Camas.

Anonymous

5/16/2023 05:44 PM

Space should be considered for side walks and bike lane. Largest bottle neck is on 43rd at turn area near Camas high school and future consideration for Leadbetter/Everett development in North Shore. Another bottle neck to consider is the Bridge south of Acorn and the Oak. Unfortunately as we expand the roads there will be less parking space for the lake use and restaurant/businesses.

Anonymous

5/16/2023 08:25 PM

Due to the current roundabout at Lake Dr. and Everett St, I feel the future roadway should have roundabouts as well. Traffic signals would negate the flow benefits that come as a result of the

roundabout at Lake. During maximum usage times, I believe traffic would back up unacceptably at that roundabout if there were signals farther north.

Anonymous

5/17/2023 07:08 AM

TRAFFIC IMPACT AFTER CONTRUCTION! You have allowed 2 additional schools on top of the high school and the old LaCamas Elementary School. You've made us prisoners in our homes. We can't get out of our neighborhood, we can't get into our neighborhood. We have cars constantly blocking traffic to get to the monastery school. If there was an emergency our loved ones would probably die before an ambulance could get in our neighborhood. Maybe you could give some consideration to the people that live here. Stop increasing traffic! I'm waiting for a child or dog to be hit and killed in my neighborhood by a speeding car.

Anonymous

5/17/2023 07:38 AM

Definitely favor roundabout

Anonymous

5/17/2023 07:38 AM

For the love of God, please preserve as many trees (particularly the tall, old-growth ones but really all) as humanly possible. It's so much of what makes Camas, Camas, and at the rate we're going we'll be just another bland, paved, thermal-emitter of a suburb.

Anonymous

5/17/2023 11:14 AM

Why is it binary (only roundabouts or three lanes with lights)? Why is the three lanes with roundabout only available for the North section? Also was surprised how many roundabouts are planned between NE 43rd and the bridge - having one on NE 38th makes sense but it does not seem necessary to also have one for NE 35th(similar number to 39th and no roundabout there) since there are so few houses there and it seems like it would make that area unnecessarily convoluted (you go directly from a bridge to a tight roundabout).

Anonymous

5/17/2023 02:28 PM

best option is the roundabouts

Anonymous

5/17/2023 03:46 PM

Safe passage for cyclists and pedestrians

Anonymous

5/18/2023 04:14 PM

i prefer the roundabout

Anonymous

It would be really great to minimize the disruption to the schools. If

5/18/2023 06:09 PM

possible do this work in summer when school is not in session or start later in the morning. It was a nightmare getting kids to school during construction last time. My son's bus was regularly late for school and it added additional 35 minutes to his already long 45 minute bus ride. He was so late to his 1st period class at CHS on a regular basis due to this and missed several afterschool activities due to the longer commute. Thank you!

Anonymous

5/18/2023 06:51 PM

It gets pretty backed up. The round about at Lake Rd helped a lot, but there are a lot of people here now and only one main north/south artery.

Anonymous

5/20/2023 09:29 AM

Please consider dark skies and don't light it up like noon. It can be safe and still meet dark skies criteria.

Anonymous

5/20/2023 02:42 PM

Without knowing the current right-of-way boundaries it is hard to know the impacts on property owners and what additional costs may be incurred if Roundabouts are the chosen traffic control configuration. I'm not a fan of traffic lights due to the incredible traffic backups that have occurred in the past before Roundabout at Lake Rd. But how many roundabouts are being considered?

Anonymous

5/23/2023 06:04 PM

Please Stop overspending

Anonymous

5/24/2023 11:24 AM

Please no more traffic signals

Anonymous

5/24/2023 11:39 AM

Overall, the roadway configurations need to facilitate the efficient movement of auto traffic for folks utilizing the town of Camas, i.e. schools, businesses, residential. What it should not do is create a corridor which facilitates the speedy transit to and from the freeway. That will create a larger problem than the one we are currently trying to correct. Therefore, two lanes with roundabouts seem to me to be the best solution. This will encourage folks heading to the freeway to consider alternate routes, while streamlining the commutes of those heading from home to school or downtown.

Anonymous

5/24/2023 06:04 PM

Stop! Leave it as it is!

Danw

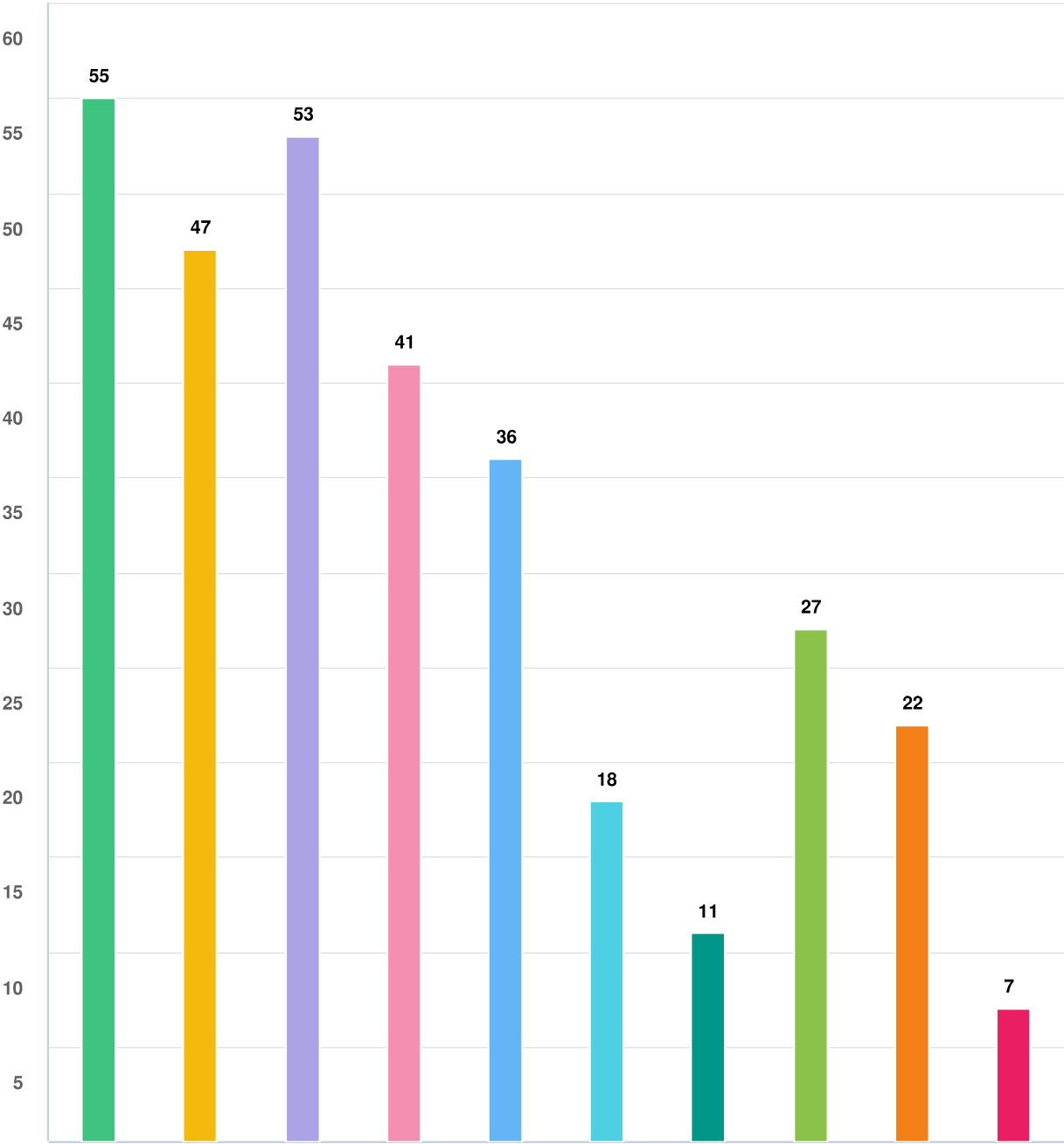
Roundabouts are good. Street lights are bad

5/24/2023 10:40 PM

Optional question (35 response(s), 89 skipped)

Question type: Essay Question

Q7 For the north section of the corridor – we are currently considering three configurations, shown here:(1) A two-lane roadwa...



Question options

- Safety of mobility for drivers
- Impact to environment
- Traffic flow and property access during construction
- Impact to properties on corridor
- Cost
- Lighting
- Parking
- Noise to adjacent properties
- Impact to emergency services
- Other (please specify)

Optional question (107 response(s), 17 skipped)
Question type: Checkbox Question

Q8 | Do you have any additional comments about the roadway configurations and comparisons for the north section?

Anonymous

4/26/2023 09:53 PM

3 lanes makes sense for the north

Anonymous

4/26/2023 10:08 PM

2 lane seems fine.

Anonymous

4/28/2023 10:46 AM

Like the roundabout idea

Anonymous

4/28/2023 10:50 AM

not in favor of traffic signals

Anonymous

4/28/2023 03:34 PM

Endlessly planning will never get it done.

Anonymous

4/29/2023 09:57 AM

Cut down on # of roundabouts

Anonymous

4/29/2023 12:07 PM

No roundabouts please!

Anonymous

4/29/2023 01:01 PM

I feel it is important to minimize lanes and add sound barriers for the local properties (including trees/bushes).

Anonymous

4/30/2023 11:02 PM

Roundabouts please!! It's slows down traffic without stopping traffic. ECFR91 needs to be able to navigate and CHS students need to SLOW down!!!! And they slow south bound traffic as they approach the south corridor and north bound traffic as they go past the church/school property(s) and the 90 degree turn outside of current city limits.

Anonymous

5/10/2023 11:14 PM

I'm a big fan of the roundabouts being put in around Camas. I think they are much safer than having a turn lane

Anonymous

5/11/2023 10:48 PM

Prefer roundabouts

Anonymous

5/16/2023 05:06 PM

You should keep Leadbetter Rd as an East-west corridor. This would provide some level of relief for vehicles to have an alternative to Lake Rd.

Anonymous

5/16/2023 05:44 PM

North side is less congested and more land to expand on both sides.

Anonymous

5/16/2023 08:25 PM

Speeds are generally higher here so safety should be top-of-mind for whatever configuration is planned.

Anonymous

5/17/2023 07:08 AM

TRAFFIC IMPACT AFTER CONTRUCTION! You have allowed 2 additional schools on top of the high school and the old LaCamas Elementary School. You've made us prisoners in our homes. We can't get out of our neighborhood, we can't get into our neighborhood. We have cars constantly blocking traffic to get to the monastery school. If there was an emergency our loved ones would probably die before an ambulance could get in our neighborhood. Maybe you could give some consideration to the people that live here. Stop increasing traffic! I'm waiting for a child or dog to be hit and killed in my neighborhood by a speeding car.

Anonymous

5/17/2023 07:38 AM

Same as above

Anonymous

5/17/2023 07:38 AM

Again, minimize the impact to the trees/limited remaining green space of Camas, please!

Anonymous

5/17/2023 08:15 AM

I know that people seem to hate roundabouts but if it's cheaper and safer, you guys did a great job on the last one so that makes more sense

Anonymous

5/17/2023 11:14 AM

I think making this area three lanes with roundabouts makes sense given the amount of development that will happen in that area

Anonymous

5/17/2023 02:28 PM

best option is the roundabout

Anonymous

5/18/2023 04:14 PM

i prefer the roundabout

Anonymous

5/18/2023 06:51 PM

Both sections get pretty backed up. The round about at Lake Rd helped a lot, but there are a lot of people here now and only one main north/south artery. No safe way to ride a bike!

Anonymous

5/20/2023 09:29 AM

Please consider dark skies and don't light it up like noon. It can be safe and still meet dark skies criteria.

Anonymous

5/20/2023 02:42 PM

Who or how will the north section traffic improvement intersection be determined? It makes more sense for the intersection leading to the backside of CHS be prioritized.

Anonymous

5/22/2023 12:55 PM

I own a home on this corridor, noise is already an issue and fear three lanes would increase noise level quite a bit.

Anonymous

5/23/2023 06:04 PM

Please stop overspending

Rachel Wilmoth

5/24/2023 08:16 AM

I think that the roundabout does a better job of letting traffic flow while still allowing safe turning options. Also, more often roundabouts will allow traffic to flow while also deterring speeding because people have to slow down to go through roundabouts. Two lanes also helps with speeding as opposed to three lanes.

Anonymous

5/24/2023 11:24 AM

Please no more traffic signals

Anonymous

5/24/2023 11:39 AM

Overall, the roadway configurations need to facilitate the efficient movement of auto traffic for folks utilizing the town of Camas, i.e. schools, businesses, residential. What it should not do is create a corridor which facilitates the speedy transit to and from the freeway. That will create a larger problem than the one we are currently trying to correct. Therefore, two lanes with roundabouts seem to me to be the best solution. This will encourage folks heading to the freeway to consider alternate routes, while streamlining the commutes of those heading from home to school or downtown.

Anonymous

5/24/2023 06:04 PM

Stop! Leave it as it is!

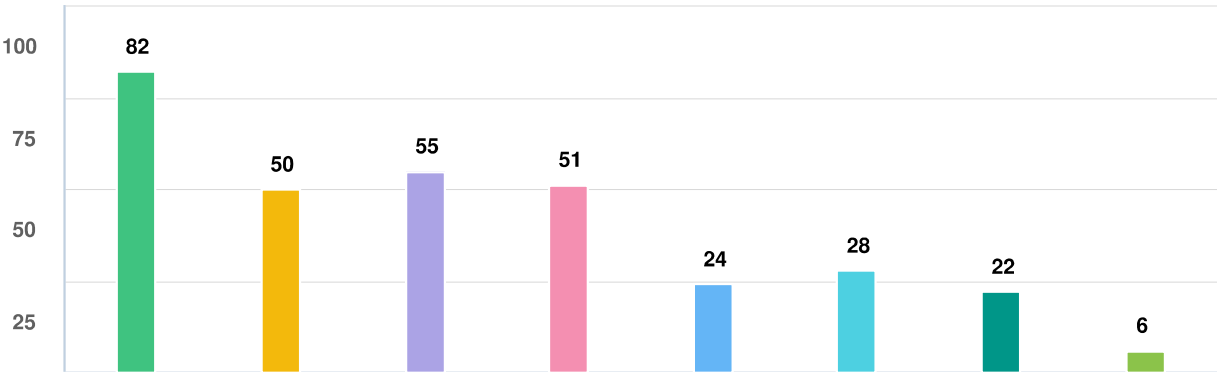
Danw

5/24/2023 10:40 PM

Roundabouts are good. Street lights are bad

Optional question (31 response(s), 93 skipped)
Question type: Essay Question

Q9 We are currently considering four sidewalk and bike lane configurations, shown here.
Note: This configuration will likely b...



Question options

- Safety of mobility for pedestrians
- Connections to nearby areas
- Safety of mobility for casual cyclists
- "Camas" look and feel
- Safety of mobility for wheelchair users
- Safety of mobility for serious cyclists
- Impact to emergency services
- Other (please specify)

Optional question (111 response(s), 13 skipped)
Question type: Checkbox Question

Q10 Do you have any additional comments about the sidewalk and bike lane configurations and comparisons?

Anonymous
4/26/2023 09:53 PM

Not a fan of options one and four. I prefer separating bikes and cars more and having amenities on both sides of the street.

Anonymous
4/26/2023 10:08 PM

They look great, esp option 2. My main concern is around timing. I live off 43rd and would love to be able to access Round Lake, LaCamas Lake, and all those trails via walking or biking, with my 1 year old and 4 year old daughters. I learned today that the south section may not be completed this decade, or even before my daughters grow up and graduate high school. To that end, if there is a way to stagger the construction into sub phases where even a temporary sidewalk, shoulder, or even gravel path is put up in the very near term to sustain us through the decades to reach the eventual project completion, that would be great. Again, this would allow our current generation of children living in this proximity/NE Camas to enjoy the same benefits as children living in west Camas where there are plenty of roads with safe walking areas to nearby parks.

Anonymous

4/26/2023 11:07 PM

I do like (4) Bi-Directional Bike Lane and Sidewalk

Anonymous

4/28/2023 10:46 AM

Like all ideas with trees

Anonymous

4/28/2023 10:50 AM

Cost

Anonymous

4/28/2023 12:02 PM

Option 3 looks more ideal for this area.

Anonymous

4/28/2023 02:53 PM

Concerned for the businesses and residences - how does this affect them?

Anonymous

4/28/2023 04:00 PM

Seems like a shared use path would cover most priorities and keep the Camas feel with a tree lane

Anonymous

4/28/2023 05:19 PM

Please make it continuous, not a section here, a section there.

Anonymous

4/28/2023 09:48 PM

No

Anonymous

4/29/2023 12:07 PM

#3 preferred (although you did not provide travel lane width for #4, so how are we to compare?).

Anonymous

4/29/2023 01:01 PM

I prefer shared use path to allow for safe biking to local trails with kids.

Anonymous

4/29/2023 04:21 PM

The idea of planting is nice, and would provide some protection to bicyclists and pedestrians from traffic, but that extra space may not be feasible in all cases along the corridor. The landscaping around the new traffic circle is quite nice looking.

Anonymous

4/29/2023 08:47 PM

My wife and I prefer 4 a bi directional bike lane. It would really boost foot and bike traffic and hopefully more businesses on the street as well

Anonymous

4/29/2023 09:34 PM

Love the elevated path idea!! I wish we could do that for both sides of Everett from 15th to the roundabout. I live off Everett and 22nd and have 3 dogs and I don't feel safe walking them on Everett. This idea would drastically improve that.

Anonymous

4/30/2023 11:02 PM

Keep the bikes off the roadway!!! The 3ft law for cars is very hard when bikes use the road and now the shoulder and it happens frequently. They don't use the new bridge over E Lacamas Lake at all!

Anonymous

5/01/2023 10:47 AM

Bicycle lanes are a waste of tax payer money. Many times they do not use their lanes as they are on the sidewalk or don't like having road debris.

Anonymous

5/08/2023 04:42 PM

Grade separated / protected bike facilities are great on corridors like this, as these kinds of facilities are shown to make casual cyclists more likely to use them. Particular areas to keep in mind are ensuring that there are good sight lines (i.e. not obscuring view of bicycles behind tall barriers) and conflict points (turning in and out of cross-streets / driveways. I'm not sure, but this area may have too many driveways and cross streets for a bi-directional separated cycle track to be safe, as drivers don't expect to see cyclists coming from the counterflow direction when entering/existing.

Anonymous

5/11/2023 10:48 PM

Prefer (2) Shared-Use Path or (4) Bi-Directional Bike Lane and Sidewalk

Anonymous

5/14/2023 09:01 AM

I would prefer elevated or shared bike paths to increase bike safety, especially for children.

Anonymous

5/16/2023 05:06 PM

There is room for a 4-lane road from the Roundabout to just north of the business area, if you build a 4-lane bridge. It can contain sidewalks on both sides. A small 3-4 foot sidewalk on the west side of Everett, and a wider 6 foot sidewalk on the east side.

Anonymous

5/16/2023 05:10 PM

Serious cyclists seem unlikely to use an elevated bike path or a shared use path.

Anonymous

5/16/2023 05:44 PM

Preference would be option 1. But some motorists (cars) speed down this road. How do we educate and inform motorists to slow down? Is there any speed limit we can enforce - even though it is a highway?

Anonymous

5/16/2023 05:57 PM

Please include sidewalk trees

Anonymous

5/16/2023 08:25 PM

My preference is the shared-use path.

Anonymous

5/17/2023 07:08 AM

Bikes do not belong on country roads, they hold up all the traffic you've created.

Anonymous

5/17/2023 07:38 AM

Cost!

Anonymous

5/17/2023 07:38 AM

Trees should definitely be preserved or planted (keeping in mind varieties whose roots systems won't lift the sidewalks) to shade the sidewalks and preserve the green look and feel as much as possible.

Anonymous

5/17/2023 08:15 AM

Please keep the trees where you can

Anonymous

5/17/2023 11:14 AM

shared use path seems best. There is not a high volume of cyclists and having the bike path on the road is not safe in such a tight area.

Anonymous

5/17/2023 02:28 PM

shared use path

Anonymous

5/17/2023 03:46 PM

Shared use paths seem the least impactful

Anonymous

5/18/2023 04:14 PM

I prefer the shared use path

Anonymous

5/18/2023 06:09 PM

Our Family prefers option 1, Bike lane with sidewalk. Safe, easy to navigate and beautiful with landscaping. It's also the most "normal" configuration so no learning curve to the community.

Anonymous

5/18/2023 06:51 PM

I'd pick the elevated bike lanes and sidewalk. "Camas feel" is wishful thinking. This place, the "feel" of this place is changing so rapidly. Building more won't keep the "small town feel", keeping the town small would. But, I'm all for making walking and biking safer!

Anonymous

5/19/2023 02:20 PM

I like the shared use path with trees option

Anonymous

5/19/2023 02:56 PM

Don't try to be everything to everybody ... e.g. make a safe walkway for pedestrians and a safe bike lane for bikes on the road. But don't try to make it a "biking haven" -- it is too congested of a corridor to promote increased bike activity. Just create a safe way for bikers to commute through. Keep bikes and pedestrians separated for safety. The north shore area is better suited for creating spaces/paths for promoting biking activity.

Anonymous

5/20/2023 09:29 AM

Trees and safe for kids, please. I like to cycle with my boy.

Anonymous

5/20/2023 02:42 PM

I think it is interesting that there is a choice of "Camas" look and feel. Really?? This is a busy transportation corridor and safety for all users is key. Camas has a structural deficit now and maintaining a "Camas" look and feel will be costly.

Anonymous

5/21/2023 05:45 PM

Shared use path please. I DO NOT like the idea of the bicyclists riding right near my car; I don't think it is safe for them and creates a hazard for drivers.

Anonymous

5/23/2023 06:04 PM

Don't cater to the 1% user

Rachel Wilmoth

5/24/2023 08:16 AM

The elevated bike line would be much safer for casual and serious cyclists than at the same level as the road. Since people drive fast on this road and it has not had a bike lane, people are not accustomed to doing safety checks for bikes. I also think that a separated bike lane and pedestrian walkway would help increase pedestrian and wheelchair use safety because the bikes will be in a different section of the sidewalk. I think that taking the trees out of the plan but allowing to have a separate bike and walking path that are elevated will be the safest option for pedestrians, bikes, and wheelchairs.

Anonymous

5/24/2023 10:12 AM

The bike lane with sidewalk would be the best option given the number of serious cyclists who use this section of road. If the bike and side walk are adjacent pedestrians and will expand to the entirety of the sidewalk and bike lane. This would make cycling more difficult.

Anonymous

5/24/2023 11:24 AM

Like option 4

Anonymous

5/24/2023 11:39 AM

Bike lane with sidewalk or shared use path are the best solutions. The priority for cycle and pedestrian access has to be the congestion around the lakes and businesses. I don't see a real need to create walking and biking paths out to the countryside, and I don't think many will utilize walking/biking up the hill to the high school. If anything, there should be a deterrent for bikes accessing SR500 out past the lake. There's no room, everyone does 50+, and this project's scope ends at the Fern Prairie Cemetery, which would lead a lot of cyclists to think that the long straight stretch past the market would be a great ride. That would surely reduce the efficiency of commuting. Everyone who drives that daily would be furious.

Anonymous

5/24/2023 06:04 PM

No sidewalks or bike lanes!

Anonymous

5/24/2023 07:02 PM

Please put trees!!

Danw

5/24/2023 10:40 PM

I like 1 and 2

Optional question (48 response(s), 76 skipped)**Question type:** Essay Question**Q11 | Anything else you would like to say about the Everett Street Corridor?**

Anonymous

4/26/2023 07:21 PM

Reduce the speed!!!!

Anonymous

4/26/2023 09:53 PM

Slowing the speed down in the south section would also improve the safety of it. The survey is less clear than the presentation that was given. This makes wonder if that won't skew the data you gather.

Anonymous

4/26/2023 10:08 PM

My main concern is around timing of availability of the sidewalks/bike lanes. I live off 43rd and would love to be able to access Round Lake, LaCamas Lake, and all those trails via walking or biking, with my 1 year old and 4 year old daughters. I learned today that the south section may not be completed this decade, or even before my

daughters grow up and graduate high school. To that end, if there is a way to stagger the construction into further sub phases where even a temporary sidewalk, shoulder, or even gravel path is put up in the very near term to sustain us through the decades to reach the eventual project completion, that would be great. Again, this would allow our current generation of children living in this proximity/NE Camas to enjoy the same benefits as children living in west Camas where there are plenty of roads with safe walking areas to nearby parks.

Anonymous

4/27/2023 07:12 PM

Please get this done soon! Houses keep going up and infrastructure is incredibly important for Camas citizens

Anonymous

4/28/2023 12:02 PM

Please also consider future traffic considerations from new developments outside the Everett corridor and it's impact.

Anonymous

4/28/2023 03:34 PM

If no plan is settled on and/or if plans continue to change, nothing is ever going to happen with North Shore.

Anonymous

4/28/2023 05:19 PM

We are hoping this happens soon!!

Anonymous

4/28/2023 09:48 PM

No

Anonymous

4/29/2023 06:11 AM

Big fan of roundabouts. Once folks learn how to use, so much more efficient for traffic flow

Anonymous

4/29/2023 12:07 PM

NO roundabouts please!

Anonymous

4/29/2023 04:21 PM

Thanks for working on this project, it's important to address the issues along the corridor.

Anonymous

4/29/2023 08:47 PM

We would like to see more Resturant businesses like Acorn and Oak along the corridor and accessible to the Lake recreational areas including a beer garden. A zoned area for a small food pod would be great!

Anonymous

1. No traffic lights 2. No bikes in auto lanes 3. Roundabout whenever

4/30/2023 11:02 PM

possible

Anonymous

5/01/2023 10:47 AM

I think the city of Camas is so worried about new housing and getting more tax money, they have forgotten what Camas is all about.

Anonymous

5/01/2023 11:48 AM

Thank you all for the continuous work you do to help improve the community.

Anonymous

5/08/2023 04:42 PM

great to see you're prioritizing pedestrian / bike access. As someone in the process of moving to the area, I look forward to using this corridor to access outdoor recreation on foot and on bike.

Anonymous

5/11/2023 10:48 PM

Incentivize local businesses to grow / invest in along the corridor.
Dining & Shopping

Anonymous

5/16/2023 05:06 PM

You should have replaced the bridge before building the Roundabout. It's the narrow 2-lane bridge that causes the most "congestion" during high traffic times due to the high school.

Anonymous

5/16/2023 05:10 PM

Please watch landscaping plans so that they do not restrict the view of motorists trying to see pedestrians. The current roundabout at Lake and Everett has several blind spots where there are crosswalks. It's easy to miss a pedestrian who is partially hidden by the plants.

Anonymous

5/16/2023 05:44 PM

Please consider the look and feel to be similar to the round about south of the lake. We want the community to feel like it was built with deep consideration in beautifying the natural area and the lake.

Anonymous

5/16/2023 08:25 PM

Thank you for all the opportunities for input!

Anonymous

5/17/2023 07:08 AM

Bikes do not belong on country roads, they hold up all the traffic you've created.

Anonymous

5/17/2023 11:14 AM

Please start as soon as possible. Parking should not be allowed along the road. The homes directly on the highway, especially those impeding the current ROW should not be a hinderance.

Anonymous

5/17/2023 03:46 PM

I live in the north shore and have been a life long resident.
Improvements to Everett are so needed to make it safe for cyclists and pedestrians. It would be nice to not have sidewalks to nowhere and no bike lanes

Anonymous

5/18/2023 04:24 AM

Thanks for allowing the public to weigh in. That being said, we elected you, we'll at least most of you, so I trust and respect your decision. Plus, I imagine you have employed experts who deal with this daily to advise you. I look forward to experiencing a better commute on Everett at some point.

Anonymous

5/18/2023 06:09 PM

Comment about the Lake. Please consider making the lake non motorized vessels only. Better for the community and especially for the health of the lake. We literally are next to a huge body of water (the Columbia river) for people to recreate with motorized vessels. Let's make the lake more suitable for the community. When we paddle and kayak in the summer we are constantly circled by boats and jet ski's like sharks. They come so close to us no matter where we are on the lake (side, middle, etc.) Makes it difficult especially for families. My 7th grade paddleboarder got toppled 3x last year by them. Thank you!

Anonymous

5/18/2023 06:51 PM

It has needed improvement for years now, so I'm encouraged to see something is going to happen. The lack of bike lanes has been so dangerous for bicyclists and drivers alike!

Anonymous

5/19/2023 08:33 AM

really want a sidewalk that is safe for kids to go to school and/or lake

Anonymous

5/19/2023 07:38 PM

Prefer two lane roads with roundabouts and bi-directional bike lane and sidewalk.

Anonymous

5/20/2023 02:42 PM

This is a busy narrow corridor for vehicles, pedestrians, bicyclists, etc. It is important to keep in mind that this narrow transportation corridor is being asked to be passageway for many many more people than it was designed for long ago. I feel bad for anyone owning property along this road. It's really too bad that it has taken Camas so long to address this corridor's needs.

Anonymous

5/22/2023 12:55 PM

Living on the corridor myself, a sidewalk would be wonderful! That is really the only change I see as necessary in the immediate future. I understand large developments will be built in the future nearby, so in

order to help with flow of traffic, adjustments need to be made to intersections. I think the roundabout on Everett has been very successful and I would support another one higher up on the North section of the corridor. I would not like more traffic lights. To me, traffic lights equal more road noise. High schoolers already drive very fast on the road, so a roundabout would moderate speed as well.

Anonymous

5/23/2023 06:04 PM

Zero confidence that this survey is anything more than a check the box for the admin.

Anonymous

5/23/2023 07:53 PM

Please consider doing the work only in off school times. Traffic before and after school is so bad already, with this added traffic issue, it will be impossible to get out of our neighborhood.

Anonymous

5/24/2023 09:36 AM

Thank you for your work on this! And please try to keep us moving during the school-run hours next year!

Anonymous

5/24/2023 10:39 AM

Please keep it natural looking. Nature is important. Allow for the many ons and offs the road without piling up traffic.

Anonymous

5/24/2023 11:39 AM

I live on Everett Street. These days, the amount of traffic that comes past my house daily is triple the total population of the town when I grew up here. Camas has changed, and this project will certainly influence the direction we take our community. I am for creating efficient transit for folks commuting within Camas, not for folks traveling through Camas to access Hwy 14. If we create a thoroughfare for the highway, we are going to lose the charm and feel of the old town of Camas, which is a major reason why this area became as attractive as it has. With this project, we can improve the access to businesses, schools, residences and recreation, while maintaining the essential features that make the town feel small and comfortable. Getting more cars on to Everett St. should not be the point of this project. The goal should be efficient commuting for those already accessing the area for adjacent needs.

Anonymous

5/24/2023 06:04 PM

Stop the corridor! It's NOT needed!!!! Stop ruining Camas!!!!

Anonymous

5/24/2023 07:02 PM

This survey was poorly written.

Optional question (38 response(s), 86 skipped)

Question type: Essay Question



Staff Report

June 5, 2023 Council Workshop Meeting

Community Assistance Referral and Education Services (CARES)

Presenter: Shaun Ford, Division Chief of EMS

Time Estimate: 10 minutes

Phone	Email
360.817.7042	sford@cityofcamas.us

Background: CWFD has an opportunity to add a Community Assistance Referral and Education Services or “CARES” employee via grant funds from Southwest Washington Accountable Community of Health (SWACH). CWFD would join the current CARES team being led by Clark-Cowlitz Fire and Rescue as part of a county wide consortium. This employee would be a 40-hour FTE staffed by either a paramedic or registered nurse.

Summary: Staff will provide a presentation of what services CARES provides and how this added position would benefit all residents of CWFD’s service area.

Budget Impact: Salary of the added position would be revenue neutral as the total cost of salary and benefits would be covered by a grant which is available for two years currently. There may be initial capital equipment costs to supply this position with the appropriate equipment to function in the position. It is possible some or all the capital costs may be covered by the grant as well.

Recommendation: Staff recommends this item be placed on the June 20th, 2023, Regular Council Meeting Agenda for Council’s consideration.

Community Assistance Referral and Education Services

What is It?

- Provides at risk patients with access to needed services in an engagement more appropriate than an ambulance and Emergency Department

Program Process

Patient referrals come primarily from three sources:

- 1) Hospital referrals for high-risk re-admission patients
- 2) Field crew referrals
- 3) Community referrals

Experience of Community Paramedicine in SW WA

81 y/o male referred by CCFR Crews for falls and failure to thrive. Appeared confused and unable to care for self.

- Client living alone and unable to drive, difficulty operating his smart phone, navigating Dr. appts, balance issues while walking and difficulty obtaining home services.
- CARES met with client and observed client's medications were scattered throughout bathroom, one medication noted to be in liquid form. Medication noted to be a potential cardiotoxic and mind-altering medication if taken improperly. CP concerned that client's current mental state of confusion may be due to incorrect medication dosing. CP contacted PCP's office, established an appt and arranged for friend on property to transport. PCP contacted with suggestions in switching to a pill form for ease of proper dosing. Client's medications organized in weekly pill sorting box, with friend reporting they will continue that regiment.
- Client given a seated 4-wheel walker from CARES (donated through Caring Closet). Grab bar installed in client's bathroom near toilet for standing/sitting assistance. Client's friend on property agreed to grocery shop for client and planned to bring meals to client in the evenings after being informed of client's malnutrition.
- Initial home visit with client involved client answering his door in a tattered T shirt and underwear. Client had appeared disheveled and confused at times.
- After medication was changed from liquid to pill for client's mentation improved drastically. Client attended his follow up PCP appts and was able to manage his cell phone due to mentation improving.
- CARES team second home visit showed client was caring for himself, was fully dressed and engaged in clear conversations. Client stated he was feeling 100% better, more alert and able to care for himself
- Client's residence had been cleaned, clear paths and bathroom clean. Client reported he had been cleaning, using his walker for stability. The client also relating he has been doing seated exercises to strengthen his weakened muscles. Client reported he felt mentally back to normal and had even been able to drive to the post office, appearing excited to have some independent abilities return.

- 45 y/o male referred by Hospital for sepsis, frostbite to toes w/ possible amputation, extensive history of illicit drug use, mental health issues, and homelessness.
- In and out of different shelters. Extensive assistance from SWACH noted in EHR dating back to 2021. Hospital discharged patient to hotel for 2 weeks.
- CARES assisted with assigning new PCP, scheduling follow-up PCP and ortho appts, arranging transportation, reconnecting with Recovery Cafe community worker, housing agency, wound care and future mental health appts. Provided education on proper use of medications. Client's wounds were dressed by CARES Community Paramedic during home visit.
- Client's ortho appt made for the next day after home visit and transportation arranged through CARES resources. Client attended his appt and subsequent appts made. Client was connected with his Recovery Cafe community worker and was assisted in finding temporary housing, transported to additional ortho appt and will be assisted with his future mental health appt. Mobile health was also arranged by case worker to visit with client at Recovery Cafe for intake paperwork. Client's daughter also involved in client's sober future and was supportive.
- Client's frost-bitten toes were deemed to not require amputation.



Clark County Proposed Model

Clark-Cowlitz Fire and Rescue is the sole provider currently in SW Washington, launched in 2019

Opportunity for multiple FD's to form a collaborative that expands capacity to serve Clark County through a single aligned functional program

Aim is to expand without developing or perpetuating silos or fragmented approaches.

Expansion to be supported by the HealthConnect Hub Infrastructure to connect, coordinate and collaborate across FD's as well as across a larger network of partner agencies



Experience of Community Paramedicine in SW WA

CARES / Community Paramedicine has been successful in SW WA

32 patient referrals from hospitals within CWFD ambulance service area since program inception

Data from 1/1/23 – 4/30/23 County Wide

- 41 CARES Referrals
 - 36 from CCFR Crews
 - 3 from CCFR Falls and Environmental Risk Reduction Program (FERRP)
 - 2 from Community Members
- 65 Referrals from Hospitals (Legacy and PeaceHealth Southwest)
 - 10% hospital re-admit rate reported by PHSW. Re-admits can be initiated by CARES.

CWFD Joining the CARES Team

Staff

One 40hour FTE
Paramedic or Nurse

Funding

Employee total salary cost
100% reimbursed from
grant for two years
Estimated TCC \$130,000

Costs possibly not Grant Covered

Medical Equipment
Vehicle
Radio Equipment
IT Equipment

CARES Impact on CWFD

- 30 patients/location responses of 3+ times in last 180 days
 - 814 unit responses to these location
 - 539 patient transports
 - 1107 hours time on task
 - During this time CWFD had 2500 unit responses to all calls
- 700 Low priority calls for service in last 12 months
- 506 patients seen but not transported
 - 275 hours on task on those 506 patients

Program Benefits

Providing a more appropriate level of care to complex patients.

Increase unit hour availability for other emergencies

If we decrease 911 patient visits to low acuity repeat patients by 1/3:

- 740 more hours (30 days) available for other events per year
- Respond to these patients with a provider who has the knowledge, skills, and abilities to address their complex needs.
- Minimal one-time costs to start the program
- 740 hours for 4 employees = approximately \$150,000



Staff Report

June 6, 2023 Council Workshop Meeting

Lodging Tax Advisory Committee Decision

Presenter: Doug Quinn

Time Estimate: 5 minutes

Phone	Email
360.834.6864	dquinn@cityofcamas.us

BACKGROUND: The Lodging Tax Advisory Committee meets annually to review applications for Lodging Tax funds per RCW 67.28.1817, with their most recent meeting on May 23, 2023.

SUMMARY: The City of Camas uses lodging tax funds to support and encourage tourism and cultural activities in Camas. The City is working on ways to strengthen our position for day and overnight visitors and to position Camas as one of the region's premiere shopping, dining, and entertainment destinations.

The City of Camas collects a 2% charge on overnight stays in the hotel in the City. These funds are commonly referred to as lodging tax funds or hotel funds.

Washington State law strictly limits how lodging tax funds can be used ([RCW 67.28.1815-.1816](#)). Lodging tax funds must be used for activities, operations, and expenditures designed to increase tourism (day and overnight). Specifically, lodging funds can be used for the following:

Tourism marketing:

- Marketing and operations of special events and festivals designed to attract tourists;
- Operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district; or
- Operations of tourism-related facilities owned or operated by nonprofit organizations.

Governmental entities and nonprofit organizations can request lodging tax funds directly from the City for events, activities, and marketing initiatives intended to bring more people to the City. However, for-profit entities and individuals are not eligible for direct funding.

State law requires that lodging tax funding applications be reviewed and approved by the City's Lodging Tax Advisory Committee (LTAC) with consensus by City Council. All applications must include projections on the number of estimated visitors to/population impacted by the event or activity being funded.

The committee is comprised of the two owners of the Camas Hotel, the Administrative Assistant at the Camas-Washougal Chamber of Commerce, and chaired by City Council Member Boerke.

Applications were received by the Camas-Washougal Chamber of Commerce for Camas Days, the City of Camas Parks & Recreation Department for Hometown Holidays, the Downtown Camas Association for regional advertising, WHY Community non-profit for the Santa's Holiday Hustle 5K, Camas School District Athletics for regional advertising of Friday night Varsity games and Columbia Premier Soccer Club for their Clash of the Border and Summer Slam tournaments.

Here are the recipients and amounts awarded by the committee:

\$6,000 to the Downtown Camas Association

\$4,500 to the Camas Washougal Chamber of Commerce

\$1,050 to the City of Camas – Hometown Holidays

\$5,000 to Why Community

\$1,500 to Camas School District Athletics

\$18,050 TOTAL

BENEFITS TO THE COMMUNITY: Community events like Camas Days, Hometown Holidays, the Plant Fair, Santa's Holiday Hustle 5k, and local youth sporting events provide opportunities for community members to come together and celebrate our unique heritage and traditions and help foster a sense of belonging and inclusivity. Events like these also attract visitors from outside the area, stimulating the local economy by increasing patronage at restaurants, hotels, and shops.

POTENTIAL CHALLENGES: Tracking the exact number of overnight stays and tourists visiting from outside areas can be challenging. To improve accuracy, the committee suggested funding recipients provide specific event dates and projected participant numbers to the hotel and downtown merchants just before their event so they can track occupancy and revenue before, during, and after an event. The committee also discussed the desire to have other businesses join the committee to better account for tourism revenue.

BUDGET IMPACT: The Finance Department reported an estimated fund balance of \$74,970 at the beginning of 2023 with a budget of \$35,000. The estimated fund balance at the end of 2023 is \$63,627.

RECOMMENDATION: Staff recommends placing the item on the June 20, 2023 Consent Agenda.



**Lodging Tax Advisory Committee Meeting
Minutes DRAFT Tuesday, May 23, 2023, 11:30 AM
Council Chambers, 616 NE 4th AVE**

CALL TO ORDER

Chair Marilyn Boerke called to order 11:33 a.m.

ROLL CALL

Present: Prashant Gupta, Bobby Sachdeva, and Samantha Horner-Boucher

Staff: Carrie Davis, Doug Quinn

Guests: Steven Baranowski, Camas School District; Jennifer Senescu, Camas-Washougal Chamber of Commerce; Sean Janson, Columbia Premier Soccer; Carrie Schulstad, Downtown Camas Association; Sherri McMillan, WHY

MEETING AGENDA

1. May 24, 2022, Lodging Tax Advisory Committee Meeting Minutes

It was moved by Horner and seconded to approve the Lodging Tax Advisory Committee Meeting Minutes. The motion carried unanimously.

2. Review Lodging Tax Applications

Staff stated that the Finance Department reported:

An estimated fund balance of \$74,970 at the beginning of the year, a budgeted amount of \$35,000 for 2023, and an estimated fund balance of \$63,627 at the end of 2023.

The committee reviewed the applications and engaged in a question-and-answer period with the applicants. The committee deliberated.

It was moved by Gupta, and seconded to approve:

\$6,000 to the Downtown Camas Association

\$4,500 to the Camas Washougal Chamber of Commerce

\$1,050 to the City of Camas – Hometown Holidays

\$5,000 to Why Community

\$1,500 to Camas School District Athletics

The motion carried unanimously.

MEETING CLOSE

The meeting closed at 12:40 p.m.