

## City Council Workshop Agenda Tuesday, January 18, 2022, 4:30 PM REMOTE MEETING PARTICIPATION

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 Participate Remotely:

**OPTION 1 – Video & Audio** (able to public comment) Use Zoom app and Meeting ID – 966 5333 3849; or click https://zoom.us/j/96653333849

**OPTION 2 – Audio-only** (*able to public comment*) By phone: 877-853-5257, Meeting ID – 966 5333 3849

## OPTION 3 – Observe video & audio (no public comment)

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

## For Public Comment:

- 1. On Zoom app click Raise Hand icon
- 2. On phone hit \*9 to "raise hand"
- 3. Or, email publiccomments@cityofcamas.us (400 word limit); routes to Council

## **CALL TO ORDER**

## ROLL CALL

## **PUBLIC COMMENTS**

## WORKSHOP TOPICS

- <u>Workforce Southwest Washington Presentation</u> <u>Presenters: Darcy Hoffman, Director of Business Services and Benton Waterous, Senior</u> <u>Program Manager</u> <u>Time Estimate: 10 minutes</u>
- SE 6<sup>th</sup> Ave (SR500) Water Main Replacement Professional Services Agreement Presenter: James Carothers, Engineering Manager <u>Time Estimate: 5 Minutes</u>
- 3. <u>Draft Ordinance Relating to Legal Holidays</u> <u>Presenters: Jeff Swanson, Interim City Administrator and Jennifer Gorsuch,</u> <u>Administrative Services Director</u> <u>Time Estimate: 5 minutes</u>

- 4. Draft Resolution Amending Resolution No. 20-005 Related to Public Comments <u>Presenter: Jeff Swanson, Interim City Administrator</u> <u>Time Estimate: 5 minutes</u>
- Staff Miscellaneous Updates Presenter: Jeff Swanson, Interim City Administrator Time Estimate: 10 minutes

## **COUNCIL COMMENTS AND REPORTS**

## PUBLIC COMMENTS

## ADJOURNMENT



## ABOUT US

Workforce Southwest Washington (WSW) is a nonprofit organization that invests in the economies of Clark, Cowlitz and Wahkiakum counties. The programs we fund help residents of Southwest Washington get jobs that support families, strengthen our region's businesses and create a diverse workforce and strong economy. Since 2003, we've invested more than \$100 million to get people working in Southwest Washington.

We fund programs and activities that prepare youth and adult workers for living-wage jobs

• For example, we manage "Next," Clark County's first and only youth employment and training center We consult local businesses to recruit, train, and retain employees and to inform the programs we invest in

Benefits to the community include:

- For people: Programs that fund jobs that provide a living wage with room for growth
- · For businesses: A workforce that is highly trained and motivated
- For partners: The opportunity to connect with like-minded organizations



# QUALITY JOBS

The Columbia-Willamette Workforce Collaborative (CWWC) is developing a Quality Jobs Strategy. We are committed to designing and developing a regional approach with our stakeholders:

- Employers
- Job seekers + employees
- · Community-based organizations
- Economic developers + local municipalities

Together, we will define, support and promote quality jobs. There are many successful quality jobs programs taking shape around the country that are inspiring businesses to succeed by investing in their employees and helping workers thrive.









# PURPOSE | OBJECTIVES | FRAMEWORK

## Purpose and Objectives:

- 1. Prioritize workforce equity
- 2. Ensure the region's workforce system is preparing and supporting customers to transition to high-quality jobs
- Include and elevate partners and companies committed to promoting and meeting job quality standards
- 4. Provide a blueprint for companies to improve their workforce

## The Quality Jobs Framework will:

- 1. Define a quality job for our region
- 2. Provide a set of job quality standards & guidance that regional employers can adopt
- 3. Incorporate stakeholder feedback, including different job seeker perspectives
- 4. Include a toolkit of practical resources to support employer implementation steps



# QUALITY JOB STANDARDS

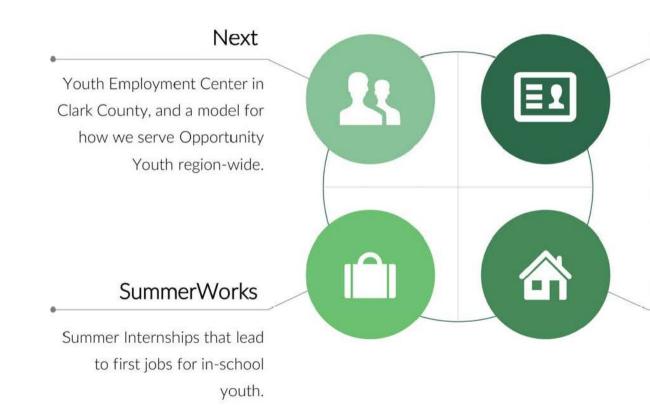
- 1. Pay living wages ("self-sustaining" wages)
- 2. Provide safe working conditions, free from discrimination and harassment, and responsive to workers' concerns
- 3. Have predictable and guaranteed work hours
- 4. Provide comprehensive benefits
- 5. Provide training and advancement opportunities
- 6. Provide equitable and accessible hiring and onboarding processes
- 7. Provide a diverse workplace





# **KEY EFFORTS & INITIATIVES**

WSW manages dozens of programs and investments to support job seekers and industry. Here are some of our program highlights



## Responding to Crisis

Implementing programs which respond to the COVID-19 pandemic, and which create new diversity, equity, and inclusion practices to support historically underrepresented populations.

## Childcare Supports

Improving resources to support job seekers who are parenting.



## COVID RECOVERY / EQUITY

Responding to Crisis

## COVID Response/Economic Recovery

\$1.1m for services for Adults and Dislocated Workers at WorkSource (American Jobs Center).

\$500,000 for disaster relief employment supports for those affected by COVID-19

\$480,000 investment in poverty reduction in Cowlitz County as part of the Thrive initiative. (Economic Security for All).

### Diversity, Equity, Inclusion

WSW has revised its strategic plan to emphasize removing structural inequities from the workforce system and effect positive systems change.

Increasing the use of data and evaluation processes to measure progress.

Adding new targets and strategies to contracts to centralize connection with historically underserved communities, while diversifying governance of our investments, like the Next Champions Council.





Item 1.

9



# NEXT - KEY ACTIVITIES

Serving Opportunity Youth

## https://nextsuccess.org/



Workforce Academy

We work in partnership with the business community to provide career exploration opportunities for area youth and build essential skills.



Apprenticeship/Training

We prepare students for careers in our four sectors through apprenticeship preparation trainings and connect them to local area apprenticeships.



Work Experience

Our investments fund meaningful, paid work experience and internships to help young people learn and develop skills necessary to succeed in today's world of work.



### Post-Secondary Connections

Youth can work with Next to complete their HS Diploma or GED, if needed, and make connections to postsecondary programs at Clark College, Lower Columbia College, and WSU-Vancouver.



## SUMMERWORKS INTERNSHIPS



## By the Numbers

- 306 youth completed work readiness classes since 2018
- 214 completed paid internship since 2018
- 35+ businesses hosted interns in 2021
- \$156,066 in wages earned by youth in 2021

## The Importance of Summer Jobs

- Only around a third (34.6%) of American high school age youth held a summer job in 2018.
- For each year a youth remains out of the labor force, future earnings are reduced by two to three percent.
- According to JP Morgan Chase, for every year young people work, their income in their 20's rises 14-16%.

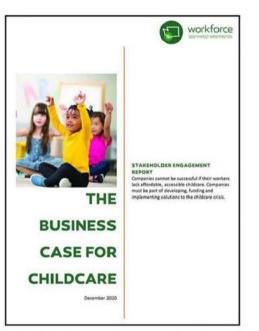
## Plans and Growth

• WSW is planning another cohort in Summer 2022 and is seeking investment from local partners. Investments will help expand the cohort to more diverse and historically-underserved youth.



## CHILDCARE SUPPORTS

Meeting a critical need



nttps://worktorcesw.org/wpcontent/uploads/wswchildcare-report-reduced.pdf Why Childcare?

There is a critical and reliable need for affordable and accessible childcare in Southwest Washington.

In 2020, WSW commissioned a report with Exigy Consulting to analyze the effects of the local childcare drought. The report found that one-child SW WA families pay an average of 14% of total income on childcare, and that the average cost of early care across all ages is higher than the cost to attend Clark College in Vancouver full time.

The report estimated that for the 526 businesses/employers surveyed, continuing insufficient childcare for employees could result in:

- \$1.2M in potential absenteeism costs
- \$840K in potential productivity loss costs
- \$236K in potential replacement worker costs

\$913K in potential indirect costs (co-worker and supervisor productivity loss, etc.)

## What WSW is Doing

1. WSW is raising funds to provide childcare supports for job seekers in existing programs, from businesses and municipal governments.

2. WSW is working with fellow workforce boards in Oregon to develop regional childcare navigators who can connect participants to programs.



# HOW YOU CAN SUPPORT THE WORKFORCE

## Financial

- Invest in a specific
  WSW initiative, such as
  SummerWorks or
  Childcare Supports.
- Include yearly funding for workforce development in your local budget for your community to prosper.
- Include WSW in your local COVID recovery plans.

## Community

- Promote "Good Jobs" criteria, including living wages and benefits to local employers.
- Provide letters of support and partnership to upcoming WSW investments.
- Advocate for practices which lead to and encourage equitable hiring and encourage diversity and inclusion.

## Communication

- Promote WSW investments to community partners.
- Encourage collaboration between local organizations and the public workforce system.
- Direct local businesses seeking talent to WSW.



# CONTACT US



Darcy Hoffman | Director of Business Services 360.567.3172 <u>dhoffman@workforcesw.org</u>

Benton Waterous | Senior Program Manager 360.567.3182 <u>bwaterous@workforcesw.org</u>





WSW is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Washington Relay 711.



## **Staff Report**

January 18, 2022 Council Workshop Meeting

SE 6<sup>th</sup> Ave (SR500) Water Main Replacement Professional Services Agreement Presenter: James Carothers, Engineering Manager Time Estimate: 5 Minutes

Phone	Email		
360.817.7230	jcarothers@cityofcamas.us		

**BACKGROUND:** In 2021, the city of Camas Water Department had to repair two significant leaks on the existing 16-inch steel waterline that is suspended from the SE 6<sup>th</sup> Ave Washougal River Bridge. This bridge is owned by the Washington State Department of Transportation. The City has an easement for this water main suspended underneath the bridge. After making repairs to both leaks, Staff performed an inspection of the existing waterline and found significant corrosion resulting in the need to replace the line as soon as possible. This pipeline delivers water from the City Well Field on the south side of the Washougal River to customers on the north side and is a crucial asset during peak demand.

Staff has worked with Gray & Osborne to develop this Professional Services Agreement. The scope of work includes completion of Construction Plans and Specifications. The plans are scheduled to be completed this fall with construction anticipated to occur in the winter 2022/2023 when water demand is low.



Figure 1: SE 6<sup>th</sup> Washougal River Bridge: Leak and Corrosion at Joints.

**SUMMARY:** This Gray and Osborne agreement includes all design work and coordination with WSDOT as required to complete design of the project to provide completed Plans and Specifications for the project. The Water Utility Fund will cover the cost. Staff is seeking Council approval of this PSA in the amount of \$70,300.

### **EQUITY CONSIDERATIONS:**

What are the desired results and outcomes for this agenda item?

Approval of Gray & Osborne PSA

What's the data? What does the data tell us?

The existing water main is in disrepair

Who will benefit from, or be burdened by this agenda item?

City of Camas residents will benefit

What are the strategies to mitigate any unintended consequences?

Careful design considerations and construction of this project when water demand is low will minimize the risk of underserving Camas customers.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

No

Will this agenda item improve ADA accessibilities for people with disabilities?

No

What potential hurdles exists in implementing this proposal (include both operational and political)?

None.

How will you ensure accountabilities, communicate, and evaluate results?

Staff will work with WSDOT and Gray and Osborne to move the project forward and complete the repairs as soon as possible.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

5.11.1 General Utility Goal- provide reliable utility service to all customers.

**BUDGET IMPACT:** The PSA cost of \$70,300 will be funded from the repair and replacement line item within the Water utility fund. Future construction of this project is also anticipated to be funded through the Water utility rates.

**RECOMMENDATION:** Staff will place this PSA on the February 7, 2022 Consent Agenda for Council's consideration.



## CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4<sup>th</sup> Avenue Camas, WA 98607

## Project No. W1038

## SE 6<sup>TH</sup> AVENUE 16"WATERLINE REPLACEMENT

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. <u>Project Designation</u>. The Consultant is retained by the City to perform professional services in connection with the project designated as the SE 6<sup>th</sup> Avenue 16" Waterline Replacement.
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>September 30, 2023</u>, 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. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **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. <u>Ownership and Use of Documents.</u> All documents, drawings, specifications, electronic copies and other materials produced by the Consultant 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.
- 6. <u>Compliance with Laws.</u> 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. <u>Indemnification</u>. 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 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, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, 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. <u>Consultant's Liability Insurance.</u>

- a. <u>Insurance Term</u>. 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. <u>No Limitation</u>. 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. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of types and coverage described below:
  - 1. <u>Automobile Liability insurance</u> 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. <u>Commercial General Liability insurance</u> 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. <u>Professional Liability insurance</u> 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. <u>Workers' Compensation coverage</u> as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. 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. <u>Other Insurance Provision</u>. 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-insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. 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. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. <u>Failure to Maintain Insurance</u>. 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.
- i. <u>City Full Availability of Consultant Limits</u>. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 9. <u>Independent Consultant</u>. 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. <u>Covenant Against Contingent Fees.</u> 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. <u>Discrimination Prohibited.</u> 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. <u>Confidentiality</u>. 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.
- 13. <u>Work Product</u>. 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 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. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exlusion</u>— <u>Primary and Lower Tier Covered Transactions.</u>
  - 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:

- 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
- 7. 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;
- 8. 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
- 9. 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 BOARD.
- 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 BOARD for assistance in obtaining a copy of these regulations.

### 15. Intellectual Property.

a. <u>Warranty of Non-infringement</u>. 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. <u>Rights in Data</u>. 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. <u>Assignment.</u> The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
- 17. <u>Non-Waiver</u>. 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. <u>Conflict of Interest.</u> 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. <u>City's Right to Terminate Contract.</u> 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. <u>Notices.</u> Notices to the City of Camas shall be sent to the following address: Jim Hodges City of Camas 616 NE 4<sup>th</sup> Avenue Camas, WA 98607 PH: 360-817-7234 EMAIL: jhodges@cityofcamas.us

Notices to Consultant shall be sent to the following address: Russ Porter Gray & Osborne, Inc. 1130 Rainier Avenue S., Suite 300 Seattle, WA 98144 PH: 206-284-0860 EMAIL: rporter@g-o.com

21. <u>Integrated Agreement.</u> 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. <u>Arbitration Clause</u>. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artiburator's decision shall be final and legally binding and judgment 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. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. <u>Venue</u>. 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. <u>Remedies Cumulative</u>. 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. <u>Counterparts.</u> 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	, 2022.
CITY OF CAMAS:		GRAY & OSBORNE, INC.: Authorized Representative
By		By
Print Name		Print Name
Title		Title
		Date

## EXHIBIT "A" SCOPE OF SERVICES

## **EXHIBIT** A

#### SCOPE OF WORK

### CITY OF CAMAS SR 500 BRIDGE CROSSING DESIGN

The City of Camas maintains a 16-inch waterline attached to the SR 500 bridge over the Washougal River. The pipe, which serves the City's 343 Zone, is currently routed along the south side of the bridge and is supported by angle braces that are attached to the sides of the concrete box beam structure. The pipe on the bridge has developed significant leaks in recent months that have necessitated emergency repairs. Consequently, the City has decided to replace the waterline. The replacement line is anticipated to be installed on the north side of the bridge to allow the use of the existing waterline until the new line is operational, at which point the existing line will be removed. Currently, there is a gas line routed along the north side of the bridge that is abandoned.

The bridge is owned and maintained by Washington State Department of Transportation (DOT). The bridge is approximately 420 feet long and is made of concrete. It is anticipated that the pipeline design will require review and approval by DOT and will need to be designed to their applicable standards.

Gray & Osborne proposes the following Scope of Work complete the design and permitting for this project. This Scope of Work has the following assumptions.

#### Assumptions

- 1. Bridge drawings are available from DOT sufficient to allow construction drawings to be prepared showing the bridge plan view, pier construction, and bridge cross section.
- 2. The City will handle all DOT permitting with Gray & Osborne providing supporting documentation such as plans and details.
- 3. The City will obtain the necessary easements from DOT including verification that the existing abandoned gas line easement has been vacated.
- 4. Shorelines permitting will not be required for this project since it is considered maintenance of an existing facility.
- 5. The project will be constructed using a standard public bidding process.
- 6. Washington State Department of Health (DOH) approval will not be required.

7. Costs of permit and application fees have not been included. It has been assumed that these fees will be paid directly by the City.

### **SCOPE OF WORK**

#### Task 1 – Provide Project Management

Provide project management services for the project. This task will include coordinating and managing the schedule and budget for the project team and subconsultants. The City will be provided with budget updates on a monthly basis.

#### Task 2 – Site Survey

Provide topographical site survey including the areas around each pier for the design of the waterline bridge approach and connections to the existing system. The survey will use the City's standard vertical and horizontal data.

#### Task 3 – Predesign Memorandum

Prepare a brief pre-design memorandum outlining the basis of design. The existing City of Camas hydraulic model will be used to verify if the new waterline should be upsized from the existing 16-inch. The pre-design memorandum will be provided for City review prior to providing a final pre-design memorandum.

#### **Task 4 – Preliminary Engineering Design**

Prepare 30 and 60 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in WSDOT format. 30 and 60 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

It is anticipated that the 30 percent design will be submitted to WSDOT for initial review.

#### Task 5 – Permitting and Agency Approval

The City of Camas will take the lead in preparing permit applications. Gray & Osborne will support the City by attending the initial WSDOT application meeting (if applicable) and with preparation of design calculation packages, figures, and exhibits. One site meeting with WSDOT is included in addition to the initial application meeting. Anticipated permit applications include the following:

• Washington State Department of Transportation

Permit application and review fees have not been included in this scope of work. It has been assumed that these will be paid directly by the City.

#### Task 6 – Complete Engineering Design

Complete civil and structural engineering design of the project. This task includes completing the engineering analysis and calculations necessary to complete the design. This task also includes preparation of detailed plans, specifications, and cost estimates to adequately describe the work for a public works contractor. The project will include, 90 percent and final submittals. Gray & Osborne will provide the following services to complete this task.

A. Prepare 90 Percent Submittal

Prepare 90 percent plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in WSDOT format. 90 percent plans, specifications, and cost estimates will be submitted to the City for review and comment. Gray & Osborne will meet with the City to review any comments.

It is anticipated that the 90 percent design will be submitted to DOT for final review and approval.

B. Prepare Final Submittal

Prepare final plans, specifications, and construction cost estimates for the project. Plans and specifications will be suitable for public works bid. Specifications will be prepared in WSDOT format. Final plans, specifications, and cost estimates will be submitted to the Agencies for regulatory approval and will be distributed to contractors.

### Task 7 – Complete QA/QC Review

Conduct Quality Assurance/Quality Control reviews of the Project Report, 30 percent submittal, 60 percent submittal, 90 percent submittal, and final submittal for the project.

#### Task 8 – Provide Bid and Award Support

We understand that the City will take the lead with bid and award of the project. Gray & Osborne will provide the following services to support the City with bid and award process:

- A. Distribute bid documents to contractors and plan centers using the Gray & Osborne bid distribution website or by the electronic website of the City's choosing.
- B. Attend one pre-bid walkthrough meeting.
- C. Respond to contractor inquiries and assist with preparation of addenda as necessary.
- D. Review project bid information and provide a recommendation of award to the City.

#### Task 9 – Attend Meetings and Site Visits

Attend meetings with City staff during development of the plans and specifications to discuss project issues and review draft deliverables. Complete a site visit to verify site conditions. The following meetings have been assumed:

- Kickoff Meeting and Site Visit
- 30 Percent Design Review Meeting
- 60 Percent Design Review Meeting
- 90 Percent Design Review Meeting
- WSDOT Application Permit Meeting
- WSDOT Site Meeting

Kick off meeting, design review meetings, and preapplication meeting are assumed to be in person. Other meetings are assumed to be conducted by conference call or video conference.

#### DELIVERABLES

- 30 Percent Submittal Electronic copy
- 60 Percent Submittal Electronic copy
- 90 Percent Submittal Electronic copy
- Final Submittal Electronic copy and three paper copies

## ANTICIPATED SCHEDULE

The anticipated schedule is as follows:

Notice to Proceed	January 15, 2022
Submit 30 Percent Plans and Specifications	March 15, 2022
DOT Submittal	March 15, 2022
Submit 60 Percent Plans and Specifications	July 15, 2022
Submit 90 Percent Plans and Specifications	August 31, 2022
Submit Final Plans and Specifications	October 31, 2022

## BUDGET

The estimated cost to complete the above scope of work is \$70,300 as shown in the attached Exhibit B.

## EXHIBIT "B" COSTS FOR SCOPE OF SERVICES

#### EXHIBIT B

#### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

#### City of Camas - SR 500 Waterline Design

Tasks	Principal Hours	Project Manager Hours	Civil Engineer Hours	Structural Eng. Hours	Engineer-in- Training Hours	AutoCAD Tech. Hours	Professional Land Surveyor Hours	Field Survey Hours (2 person)
1 Provide Project Management	IIouis	12	Hours	nours	Hours	Hours	Hours	(2 person)
2 Site Survey		12	2			8	4	16
3 Predesign Report and Hydraulic Modeling		4	12		8	-		
4 Preliminary Engineering (60%) Design	2	12	32	8	32	24		
5 Permitting and Agency Approval		8	40	40	24			
6 Complete Engineering Design								
A. Prepare 90 Percent Plans, Specifications, and Cost Estimate	1	8	24	12	16	24		
B. Prepare Final Plans, Specifications and Cost Estimate	2	8	16	6	8	16		
7 Complete QA/QC Review	6	6	6	6	6			
8 Bid and Award Support		4	4	2	4	2		
9 Attend Meetings and Site Visits		18	12	6	12			
Hour Estimate:	11	80	148	80	110	74	4	16
Fully Burdened Billing Rate Range:*	\$140 to \$213	\$130 to \$213	\$105 to \$145	\$110 to \$171	\$92 to \$141	\$50 to \$140	\$118 to \$163	\$166 to \$248
Estimated Fully Burdened Billing Rate:	\$185	\$175	\$125	\$150	\$105	\$95	\$163	\$205
Fully Burdened Labor Cost:	\$2,035	\$14,000	\$18,500	\$12,000	\$11,550	\$7,030	\$652	\$3,280
Total Fully Burdened Labor Cost: Direct Non-Salary Cost: Mileage & Expenses (Mileage @ IRS Rate) Printing		\$ 69,047 \$ 1,000 \$ 253						
TOTAL ESTIMATED COST:		\$ 70,300						

\* Actual labor cost will be based on each employees 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.

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

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:

- 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 Nondiscrimination 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.

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

During the performance of this contract, the contractor, for itself, its assignees, and succors 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 of 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*).

#### ORDINANCE NO.

AN ORDINANCE adopting a new Section 1.04.065 and amending certain provisions of the Camas Municipal Code relating to legal holidays.

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

### Section I

A new Section 1.04.065 of the Camas Municipal Code is hereby adopted to provide as follows:

1.04.065 – Holidays

A. The following holidays are adopted as legal holidays for the City: The first day of January (New Year's Day); the third Monday of January (Martin Luther King, Jr.'s Birthday); the third Monday of February (President's Day); the last Monday of May (Memorial Day); the nineteenth day of June (Juneteenth)l; the fourth day of July (Independence Day); the first Monday in September (Labor Day); the eleventh day in November (Veteran's Day); the fourth Thursday and Friday in November (Thanksgiving holiday); and the twenty-fifth day of December (Christmas Day).

B. Whenever a legal holiday falls upon a Sunday, the following Monday shall be a legal holiday, and whenever any legal holiday falls upon a Saturday, the preceding Friday shall be a legal holiday.

C. Any reference to "holiday" or "holiday time" providing for a day of time off without compensation within the terms of employment for all represented and non-represented positions of the City shall include the legal holidays as set forth herein. Any additional floating holiday or holiday time allowed for said positions shall be as otherwise provided by contract or the terms of employment. D. Whenever used in the Ordinances of the City of Camas the terms "holiday" or "legal holiday" shall be construed as defined herein unless a different meaning is specifically defined and more particularly directed to the use of such terms.

#### Section II

Section 2.04.020 – Meetings – Time – Designation is hereby amended to provide as follows:

The city council shall meet on the first and third Mondays of each month at the hour of seven p.m.; provided, however, that in the event either of said Mondays shall fall on a legal holiday, such council meeting shall be held on the following Tuesday at the same hour; and provided further, that in those years that a fourth Monday shall be December 24th, such council meeting shall be held on the following Wednesday at the same hour.

#### Section III

Section 2.04.050 – Workshops is hereby amended to provide as follows:

The city council shall conduct workshop meetings on the first and third Mondays of each month at the hour of four-thirty p.m.; provided, however, that in the event either of such Mondays shall fall on a legal holiday, such workshop meetings shall be held on the following Tuesday at the same hour. No final action as that term is defined in the Open Public Meetings Act shall be taken at any workshop meeting.

## Section IV

Section 13.86.050 – Collection is hereby amended to provide as follows:

Collection of recyclables shall be performed weekly on the same day as refuse collection services provided by the city. In the event any regular collection day is a legal holiday, collection may be suspended on such day, but shall be provided within a reasonable time following the holiday on which service was suspended.

Section V

This ordinance shall take force and be in effect five (5) days from and after its publication

according to law.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_\_ day of

\_\_\_\_\_, 2022.

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

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

APPROVED as to form:

City Attorney

#### RESOLUTION NO.

A RESOLUTION amending Section IVB of Resolution 20-005 relating to public comments.

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

Ι

Resolution 20-005 was heretofore adopted on March 16, 2020. This Resolution is intended to replace the terms of Section IVB only of said Resolution.

Π

Section IVB of Resolution 20-005 relating to public comments is hereby amended to provide as follows:

B. Any person speaking during the public comment portion of any meeting, or who

otherwise provides written or electronic communication in lieu thereof, shall state their name and city of residence for the record and, at their option, a physical address.

### III

In all other respects Resolution 20-005 shall remain in full force and effect.

PASSED by the Council of the City of Camas and approved by the Mayor this \_\_\_\_\_ day

of \_\_\_\_\_, 2022.

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

Mayor

ATTEST:

Clerk

APPROVED as to form:

City Attorney

## **RESIDENT ENGAGMENT MEETING GUIDELINES**

In Washington State, council meetings are bound by parliamentary principles; which provide the rules and guidelines for the conduct of public meetings.

## **MEETING STRUCTURE**

- $\Box$  Mayor is the presider of the meeting
- $\Box$  Agenda is to be followed, may be changed by Council
- $\hfill\square$  Comments or behavior not allowed:
  - Name-calling or personal attacks; obscene or indecent remarks; derogatory comments to personalities
  - Advertising or promoting the sale of products, services or private enterprise
  - Promotion of candidates running for public office, upcoming ballot measures, contest or lotteries
  - Any speech/actions that disrupt or impede the orderly conduct of the public meeting
- □ Comment periods are provided at the beginning and close of Council meetings for one-way communication to Council, although public comment periods in public meetings are not a requirement

## PUBLIC COMMENT GUIDELINES

- Comment time-limit is 3 minutes; state what you support, oppose, suggest, or are calling attention to
  Clearly state your name and city of residence (note- some with Camas addresses are Vancouver residents in that case your city of residence in Vancouver. Contact City Clerk for more information)
- Address comments to "Council"; not individual members, staff, or audience members
- □ Handouts may be distributed to supplement your comment
- $\Box$  Comment time may NOT be added to/donated to other speakers
- □ If a response is requested, contact the city at <u>administration@cityofcamas.us</u> or 360-834-6864
- $\Box$  Per Resolution 20-005, comments are a one-way communication to  $\rightarrow$  Council
- □ Mayor will terminate comments beyond allotted time, or violate comment/behavior guidelines
- □ To address Council outside of speaking in public, email <u>publiccomments@cityofcamas.us</u>, or mail/deliver to City Hall 616 NE 4<sup>th</sup> Avenue

## SUGGESTED PREPARATIONS

- □ Before addressing issues in a public meeting, consider <u>contacting staff</u> first, and if no satisfied resolution, contact your <u>Council representative</u> directly
- □ Comments about Public Hearing items, are to be made during that portion of agenda
- Quasi-judicial items not allowed during City Council public comment periods; utilize the avenue specified for those
- $\Box$  For well-organized comments, it's recommended to prepare them in writing:
  - "I am here to support/oppose/call attention to ..."
  - State why you are making this point; so Council is aware of reasons for concern
  - State what will be changed or improved if your viewpoint is considered
  - State what you would like Council to consider doing in response to your viewpoint



