



City Council Regular Meeting Agenda Monday, March 04, 2024, 7:00 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/87317452629>

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

CONSENT AGENDA

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

1. [February 20, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$166,652 GreenWorks, P.C. Professional Service Agreement, Legacy Lands Master Plan \(Submitted by Trang Lam, Director Parks and Recreation\)](#)

NON-AGENDA ITEMS

4. Staff
5. Council

MAYOR

6. Mayor Announcements
7. [Women's History Month Proclamation](#)

8. [Red Cross Month Proclamation](#)

MEETING ITEMS

9. [Resolution No. 24-001 Authorizing the City of Camas to Participate in the Development of a Draft Plan for the Formation of a Regional Fire Protection Authority and Appointing Members to a Regional Fire Protection Authority Planning Committee](#)
[Presenter: Doug Quinn, City Administrator](#)
[Time Estimate: 5 minutes](#)
10. [Resolution 24-002 Adopting Creation of New Position Descriptions within the Public Works Department](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)
11. [Resolution 24-004 Clark Regional Hazard Mitigation Plan Update](#)
[Presenter: Lauren Hollenbeck, Senior Planner](#)
[Time Estimate: 5 minutes](#)
12. [Ordinance No. 24-003 Franchise Agreement with Comcast Cable](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes – Draft
Tuesday, February 20, 2024, 4:30 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

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

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen, Jennifer Senescu, and John Svilarich

Remote: Council Member John Nohr

Staff: Sydney Baker, Carrie Davis, Jennifer Gorsuch, Lauren Hollenbeck, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Trang Lam, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Brian Smith, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: No one from the press was present.

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

1. Community Chest Update
Presenter: Joelle Scheldorf and Mindy Schmidt, Camas-Washougal Community Chest Board Members

This item was for Council's information only.

2. Clark County Property Tax Exemption Presentation
Presenter: Holly Hill, Clark County Program Outreach Coordinator

This item was for Council's information only.

3. New Position Descriptions for the Public Works Department
Presenter: Jennifer Gorsuch, Administrative Services Director and Steve Wall, Public Works Director

A Resolution for this item will be placed on the March 4, 2024 City Council Regular Meeting for Council's consideration.

4. Consider Accepting All of Updated Volume 1 and the Introduction, Appendices, and the Updated City's Portion of Volume 2 of the Clark Regional Natural Hazard Mitigation Plan.

Presenter: Lauren Hollenbeck, Senior Planner

This item will be placed on the March 4, 2024 Regular Meeting Consent Agenda for Council's consideration.

5. City and Clark County Lacamas Watershed Management Draft Interlocal Agreement

Presenter: Steve Wall, Public Works Director

This item was for Council's information only.

6. Draft Resolution 24-001 Creating a Regional Fire Protection Planning Committee

Presenter: Doug Quinn, City Administrator

A Resolution for this item will be placed on the March 4, 2024 City Council Regular Meeting Agenda for Council's consideration.

7. Legacy Lands Master Plan – Greenworks Professional Services Agreement

Presenter: Trang Lam, Parks and Recreation Director

This item will be placed on the March 4, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

8. Staff Miscellaneous Updates

Presenter: Doug Quinn, City Administrator

Due to time constraints, this item was moved to the February 20, 2024 City Council Regular Meeting.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, this item was moved to the February 20, 2024 City Council Regular Meeting.

PUBLIC COMMENTS

Deedee Vultaggio, Camas, commented about fireworks.

CLOSE OF MEETING

The meeting closed at 6:23 p.m.



City Council Regular Meeting Minutes - Draft
Tuesday, February 20, 2024, 7:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Bonnie Carter, Tim Hein, Leslie Lewallen, Jennifer Senescu, and John Svilarich

Excused: Council Member John Nohr

Staff: Sydney Baker, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Shawn MacPherson, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: No one from the press was present.

PUBLIC COMMENTS

Karin Nosrati, Camas, commented about a new gas station location.

Ms. Wagner, Camas, commented about a new gas station location.

Russell Wagner, Camas, commented about a new gas station location.

William Small, Camas, commented about a new gas station location.

Ruth Small, Camas, commented about a new gas station location.

Austin, Camas, commented about a new gas station location.

Mike Ogden, Camas, commented about a new gas station location.

Margaret Tweet, Camas, commented about the bid process.

Arianna Nosrati, Camas, commented about a new gas station location.

CONSENT AGENDA

1. February 5, 2024 Camas City Council Regular and Workshop Meeting Minutes

2. \$2,439,033.64 Automated Clearing House, Direct Deposit, Payroll Checks Numbered 7954-7955 and Payroll Accounts Payable Checks Numbered 154511-154520. \$1,305,901.21 Automated Clearing House 700456-700494 and Claim Checks 156934-157062 Approved by Finance Committee
3. \$69,245.00 to Shell Engineering for Boulder Creek Water Intake Maintenance Improvements Amendment No.1 Award with up to 10% Change Order Authorization
(Submitted by Rob Charles, Utilities Manager)
4. \$144,965.00 MacKay Sposito Professional Service Agreement, Camas Citywide Sports Field Plan
(Submitted by Trang K. Lam, Parks & Recreation Director)
5. \$260,758.13 for 2019-2021 Uncollectible Collection Agency Accounts for Emergency Medical Service Billings
(Submitted by Cathy Huber Nickerson, Finance Director)
6. \$120,454.06 for 2019-2022 Final Ground Emergency Medical Transport (GEMT) Write-off Billings for Uncollectable Balance of GEMT Charges
(Submitted by Cathy Huber Nickerson, Finance Director)
7. \$155,912.00 Job Order Contracting (JOC) Rose Property Demolition Contract Bid Award with up to 10% Change Order Authorization
(Submitted by Will Noonan, Public Works Operations Manager)
8. \$229,344.00 Job Order Contracting (JOC) Leadbetter House Improvement Contract Bid Award with up to 10% Change Order Authorization
(Submitted by Will Noonan, Public Works Operations Manager)

It was moved by Svilarich, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

9. Staff

Quinn commented about electric vehicle chargers in downtown Camas and about the City's strategic plan.

Free gave an update about the Fire Station 41 replacement process.
10. Council

Carter attended the Library Board of Trustees meeting, Homelessness Subcommittee meeting, and the Our Camas 2045 meeting.

Hein commented about C-TRAN, citizen comments regarding Lake and Sierra Street intersection, and about fireworks.

Lewallen attended the Homelessness Subcommittee meeting and Regional Transportation Council (RTC) meeting. Lewallen commented about citizen concerns with utility bills and public comments at City Council meetings.

Boerke attended the Homelessness Subcommittee meeting and the Our Camas 2045 meeting. Boerke commented about the Downtown Camas Association (DCA) planning retreat and about citizen concerns regarding bid processes and litter on local roads.

Svilarich attended the Association of Washington Cities 2024 City Action Days.

Senescu commented about the DCA Camas Days theme for 2024 which will be America the Beautiful.

MAYOR

11. Mayor Announcements

Hogan commented about the Association of Washington Cities 2024 City Action Days.

12. 2024 Citizen Appointments Presenter: Steve Hogan, Mayor

It was moved by Boerke, and seconded, to confirm the Mayors 2024 Citizen Appointments. The motion carried unanimously.

MEETING ITEMS

13. Ordinance No. 24-002 – Northeast Goodwin Road / Northeast 28th Street Annexation Presenter: Robert Maul, Planning Manager Time Estimate: 5 minutes

It was moved by Hein, and seconded, to adopt Ordinance 24-002 – Northeast Goodwin Road/Northeast 28th Street Annexation and publish according to law. The motion carried unanimously.

14. Resolution No. 24-003 Providing for Submission to the Voters a Proposition Authorizing the City to Continue the Existing Emergency Medical Services (EMS) Property Tax Levy for Six Years Presenter: Cathy Huber Nickerson, Finance Director Time Estimate: 10 minutes

It was moved by Boerke, and seconded, to adopt Resolution 24-003 Providing for Submission to the Voters a Proposition Authorizing the City to Continue the Existing Emergency Medical Services (EMS) Property Tax Levy for Six Years. The motion carried unanimously.

15. Public Hearing - Ordinance No. 24-003 Franchise Agreement with Comcast Cable Communications Management, LLC
Presenter: Steve Wall, Public Works Director
Time Estimate: 10 minutes

Mayor Hogan opened the public hearing at 7:50 p.m. No one from the public wished to comment.

The public hearing closed at 7:51 p.m.

It was moved by Carter, and seconded, to approve the proposed Franchise Agreement with Comcast Cable Communications Management, LLC and direct the City Attorney to prepare an adoptive ordinance for the March 4, 2024 Council Meeting. The motion carried unanimously.

PUBLIC COMMENTS

Margaret Tweet, Camas, commented about the bid process.

William Small, Camas, commented about a new gas station location.

Karen Nosrati, Camas, commented about a new gas station location.

CLOSE OF MEETING

The meeting closed at 7:59 p.m.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. TBD

Legacy Lands Master Plan

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and GreenWorks, P.C., 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 Legacy Land Master Plan.
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, 2024, 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 \$166,652 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 "C".
 - 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.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant 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 Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to 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 Consultants 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 bona fide 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 bona fide 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 "D" attached hereto and by this reference made part of this Agreement, and shall include the attached Exhibit "D" 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 Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant 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 Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; 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 Consultant, 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 Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant 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 Consultant 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 Consultant 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 Consultant is unable to certify to any of the statements in this contract, such Consultant 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. Consultant represents and warrants that the Consultant 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. Consultant 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 Consultant 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 Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant 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 Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant'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:
 Trang Lam
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7037
 EMAIL: TLAM@cityofcamas.us

 Notices to Consultant shall be sent to the following address:
 Ben Johnson
 GreenWorks, P.C.
 110 SE Main Street, Suite 100
 Portland, OR 97214
 PH: 503-222-5612
 EMAIL: benj@greenworkspc.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 hereof and such other provisions shall remain in full force and effect.
 22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

GreenWorks, P.C.:
Authorized Representative

By _____

DocuSigned by:
By Ben Johnson
29A38F0471E246C...

Print Name _____

Print Name Ben Johnson

Title _____

Title Principal

Date 2/29/2024

**EXHIBIT “A”
SCOPE OF SERVICES**



January 16, 2024

Trang Lam
Parks and Recreation Director
City of Camas

Re: **Legacy Lands Master Plan**
Landscape Architectural Services Proposal

Dear Trang,

Thank you for the opportunity to continue working with the City of Camas. This project includes Master Planning and Public Engagement for the Legacy Lands, which is approximately 150 acres of public open space along the North shore of Lacamas Lake. We have put the following proposal together based on our knowledge of the project and conversations with you. The following is the consultant team assembled to perform the work:

GreenWorks Consultant Team:

GreenWorks (GW): Prime Consultant and Landscape Architecture

JLA: Public Involvement

First Forty Feet (FFF): Urban Design

Waterleaf Architecture (WL): Architecture

PBS: Environmental and Civil Engineering Consulting

ECONorthwest (ECO): Economics

We make the following proposal for your consideration and acceptance:

PROPOSED SCOPE OF SERVICES

TASK 1 PROJECT MANAGEMENT

1.1 Project Startup:

Prepare project folder, set up invoice tracking, and prepare subconsultant agreements.

1.2 Kickoff Meeting / Site Visit:

The Design Team shall attend a kickoff meeting in Salem to review the project goals, process, schedule, and public engagement strategy. The meeting will conclude with a site visit.

1.3 Project Manager Meetings (GW-18;)

GW shall meet with the City Staff bi-weekly to review project progress through tasks 1-5.

1.4 Project Management and Coordination

GreenWorks shall facilitate communication between the Design Team and City; Coordinate project deliverables; Prepare Monthly invoices, progress reports, meeting agendas and summaries.

Task 1 Deliverables: project schedule, task matrix, meeting agendas and summaries, monthly invoices

TASK 2 COMMUNITY ENGAGEMENT

2.1 Public Involvement Prep and Assessment Meetings (5 – Virtual)

GW and JLA will meet with the City to review Public Involvement goals and strategy prior to creating a PI Plan (1 meeting) and then prior to and after each open house (4 meetings).

2.2 Public Involvement Plan:

JLA will work with GW and the City to create a Public Involvement Plan which will include the various public outreach efforts planned, the target audiences, format, roles, and the purpose of each outreach effort.

2.3 Open House Preparation:

GW will prepare graphic presentations for each of the two (2) open houses. This would include developing a PowerPoint presentation (GW), large format boards (GW), and talking points (GW and JLA). Graphics will be prepared in other tasks.

2.4 Open Houses (2):

JLA and GW will work with City staff to facilitate two (in-person) public open houses. The general purpose and format of the public meetings will be outlined in the technical memo documenting the overall outreach approach.

2.5 Community Surveys (2):

JLA will take the lead in developing relevant questions for (2) community surveys. The City will manage the posting of the questionnaire and compiling the results.

2.6 Community Engagement Assessment:

JLA will develop a summary of the data collected from open houses, and community surveys.

2.7 Parks Commission Presentation:

GW will attend and present the Concept Plan to the Parks Commission in-person.

Task 2 Deliverables: meeting agendas and summaries, public engagement plan, content for community surveys (2), stakeholder interviews, and open house plans; presentation boards for open houses, public engagement summaries, community survey summaries. PowerPoint and Printouts for Open Houses, and the Parks Commission, Presentations for public meetings shall be printed and delivered in PDF and source format.

TASK 3 SITE ANALYSIS AND PROGRAMMING

3.1 Compile and Review Background Info and Base Maps:

Site: The Design Team shall review the previous Plan and North Shore Frameworks and other relevant documents pertaining to the development of the project. All relevant material shall be provided by the City.

- ☐ Urban Design: Collect and review existing site information; review and assessment of North Shore Subarea Plan; Collaborate on the development of the team's existing conditions drawing; Record relevant site influences; opportunities and constraints. Assist GreenWorks with site analysis diagrams and narrative.
- ☐ Architecture:

- (a) Field Tour and Document Pittock/Leadbetter House, Barn and Supplemental Farm Buildings north of the Leadbetter property. Photo documentation for photo essay of spaces for analysis.
 - (b) Gather records (plans, permits, reports) from historical archives and other sources.
 - (c) Develop Conditions list and report. Coordinate with PBS for environmental hazards reports pertaining to the structures.
- ☐ Environmental: PBS shall compile relevant environmental data for the design team's use.
 - ☐ Economics: ECOnorthwest will collect relevant data and previously prepared relevant analyses to conduct an economic assessment of the study area to understand the existing market conditions of the area and seek a data-driven assessment of market potential to inform the demand potential of the Legacy Lands master plan. To the extent that non-parks uses will be desired and considered in relation to the Legacy Lands Master Plan, this collection may include a limited market scan of the area's residential and supportive commercial land uses to inform related programming. *This work may include participation in up to 2 discrete public engagement efforts.*
 - ☐ Civil: PBS to compile relevant existing site and utility data for the design team's use, using available GIS and City-provided information to determine site constraints tied to utility and grading design.

3.2 Existing Conditions Map:

Prepare a base map with information collected from the city including GIS and LiDar. Identify physical features including topography, tree stands, mapped wetlands, floodplains, roads, buildings, and property lines.

3.3 Analysis:

Site: Prepare an opportunities and constraints diagram that defines the area of development and limitations based on physical and jurisdictional issues. A narrative will accompany the plan describing the development potential and impacts. Items included in the site analysis would be slopes, shade, natural features (collected visually and from GIS), drainage patterns, tree canopy, soils, vegetation, views, adjacent land use, transportation, noise impacts, and general character. Note: we do not have wildlife biologists or arborists or wetlands scientists scoped for this work but can provide a general overview of what we see as landscape architects and provide recommendations for further analysis if warranted by other disciplines. An Illustrative rendering of the Site Analysis will be prepared for public engagement.

- ☐ Urban Design: Collect and review existing site information; review and assessment of North Shore Subarea Plan; Collaborate on the development of the team's existing conditions drawing; Record relevant site influences; opportunities and constraints. Review and provide feedback on site analysis diagrams prepared by GreenWorks and narrative (narrative will be for report).
- ☐ Architecture:
 - (a) Provide Architectural site analysis, including building based uses that support exterior features.
 - (b) Provide building analysis plans and diagrams, outlining opportunities and constraints of existing buildings and interior spaces, including access, utilities, buffers and supports.

(c) Provide high level identification of barriers to accessibility (ADA). Identify key issues to overcome for public access and adaptive reuse.

- ☐ Environmental: PBS to compile relevant environmental data for the design team's use. Provide requirements for setback and mitigation to support one preferred site plan. No maps will be generated as part of this task.
- ☐ Economics: Using the data collected in Task 3.1, EConorthwest will summarize and analyze recent market trends for the relevant land uses. The analysis may include standard metrics including vacancy, rent escalation, deliveries and absorption, and may include a limited survey of comparable rental properties proximate to the study area. EConorthwest will utilize that market overview to summarize demand potential for desired uses, which may include existing market trends with a narrative of recent development trends and other demand drivers that will help provide an estimate of demand potential for a resulting land use program. This analysis does not include any financial feasibility or proformas which will be conducted in a future phase.
- ☐ Civil: Analysis of existing and possible future utilities through project area to support the preferred site plan. North Shore utility concept to be provided by City.

3.4 Design Team Meeting

The Design Team will meet in-person to report and discuss findings and review the site analysis.

Task 3 Deliverables: Site Analysis Diagram and Narrative. Materials used for public engagement shall be delivered in PDF and source format.

TASK 4 DESIGN ALTERNATIVES

4.1 Preliminary Concept Design Options:

GW will prepare two conceptual design options. The graphics will be plan illustrations to convey ideas visually with the City.

4.2 Conceptual Design Refinement:

GW will refine the conceptual design options based on the City's comments and prepare rendered plans for public engagement.

4.3 Design Team Meeting

The Design Team will meet in-person to review and advance design options in a work-shop format at GreenWorks.

Task 4 Deliverables: draft conceptual design refinements, refined concept design. Materials used for public engagement shall be delivered in PDF and source format.

TASK 5 FINAL CONCEPTUAL DESIGN

5.1 Preferred Concept Design:

GW will prepare a preferred concept based on feedback from the City and public.

- ☐ Urban Design: Assist in the development of preliminary conceptual design options. Develop urban design recommendations on how the adjacent urban development can influence the Camas Legacy Lands master plan (and vice versa), including circulation, connections, urban form, wayfinding, placemaking.

5.2 Final Concept Design:

GW will prepare a final concept design based on the City's comments. Illustrative renderings will be prepared for the City's website and City to utilize for presenting to City Council.

- ☐ **Urban Design:** Assist in the development of the final conceptual plan. Collaborate with the team to develop a final design approach that reflects community aspirations and aligns with city goals and objectives. Finalize urban design diagrams, vignettes, and illustratives.

5.3 Design Team Meeting

The Design Team will meet in-person to review and advance the draft Draft Concept Design at GreenWorks.

Task 5 Deliverables: draft and final conceptual design, cost estimate (hard and soft costs), phasing plan. Materials used for public engagement shall be delivered in PDF and source format.

TASK 6 Plan Development**6.1 Cost Estimate:**

GW will prepare a draft and final cost estimate based on the elements in the final concept design. The draft will be for City review, and Final will be utilized for phasing strategies and incorporated into the Final Planning Report. Civil and Architectural will assist with providing rough order magnitude costs for infrastructure improvements and renovation improvements.

6.2 Phasing Plan:

GW will prepare a phasing plan based on costs and identified priorities for future construction. A plan and spreadsheet will be prepared to identify areas, elements, and costs for the phases of construction. GW shall prepare a draft phasing plan that will outline constructing phasing scenarios based on public and City program priorities and a funding forecast for an initial construction phase. The draft will be refined based on City feedback and incorporated into the Final Planning Report.

6.3 Draft 1 Planning Report:

GW will prepare a first draft report that includes the results of the master plan evaluation, concept design, and a cost estimate of the proposed improvements. The report will include a discussion of constructing phasing scenarios based on public and City program priorities and a funding forecast for an initial construction phase. The report will be submitted electronically for City review. The following disciplines will contribute written narrative to support their scope of work related to the

- ☐ **Urban Design:** Assist the team in developing the implementation plan and phasing approach. Peer review drafts of the master plan document and provide feedback through the final plan.
- ☐ **Architecture:**
 - (a) Waterleaf will provide narrative and concept diagrams for adaptive reuse of the structures within the study area, supportive of the masterplan uses identified.
 - (b) Waterleaf will support the work of other consultants in their incorporation of the structures into their disciplines.

- ☐ Economics: ECONorthwest will prepare relevant narrative with supporting tabular and graphic elements to summarize our findings and recommendations conducted in this work plan. *Meetings will be limited to involvement in up to 2 public meetings, up to 8 PM meetings, and up to 2 design meetings.*
- ☐ Civil: Provide utility-related input for the report and cost estimate.

6.4 Draft 2 Planning Report:

GW will prepare a second draft of the Planning Report based on City comments.

6.5 Final Planning Report:

GW will update the Planning Report based on comments from City Staff and the Parks Commission.

Task 6 Deliverables: draft(s) and final planning report. Materials used for public engagement shall be delivered in PDF and source format.

Assumptions

1. Site topographic survey is not available for this phase of work. We will utilize Lidar topography, GIS, and aerial photography to conduct our work. If the publicly sourced data is not sufficient to carry out our scope, we can add surveying to our scope of work at an additional fee.
2. Excluded Services include Structural Engineering, Geotechnical Analysis, Wetland Delineations, Habitat Assessments, Archeology, and Arboriculture.
3. GreenWorks, P.C. shall render its services as expeditiously as is consistent with professional skill and care.

TERMS OF AGREEMENT**Fee Schedule**

Professional fees for the scope of work are as follows:

Tasks 1 through 6\$166,652

This total fee of \$166,652 includes reimbursables and will be billed based on the terms of the Master Agreement between GreenWorks and the City of Camas.

We are excited by this opportunity. If there are any questions or concerns about our scope of work, please do not hesitate to call.

Sincerely,

Ben Johnson, PLA

Principal

GreenWorks, P.C.

503-222-5612 | benj@greenworkspc.com

EXHIBIT “B”
BILLING RATE



2024 Billing Rates	
PRINCIPAL /TECHNICAL DIRECTOR	\$198.00
ASSOCIATE PRINCIPAL / PM	\$165.00
LANDSCAPE ARCHITECT IV	\$170.50
LANDSCAPE ARCHITECT III	\$154.00
SENIOR PROJECT MANAGER/LA III	\$143.00
LANDSCAPE ARCHITECT II	\$132.00
LANDSCAPE DESIGNER III	\$125.00
LANDSCAPE DESIGNER II	\$104.50
LANDSCAPE DESIGNER I	\$93.50
PROJECT ASSISTANT I	\$88.00
PROJECT ASSISTANT II	\$104.50
PROJECT ASSISTANT III	\$140.00

JLA 2024 Classifications and Rates - Standard

Note: Use max classification rates rather than individual rates for contracts to ensure all eligible staff are available for the project.

Updated 01/01/2024

Standard Overhead Rate 191.68%

Profit Rate 10.50%

Classification	Personnel	Title	2024 Billing Rate
Senior Associate 2			\$ 258.00
Senior Associate 1			\$ 244.92
	Kristen Kibler	Partner/Senior Strategist	\$ 214.30
	Jessica Pickul	Partner/Senior Strategist	\$ 213.98
	Adrienne DeDona	Sr. Program Mgr./SW Washington Office Mgr.	\$ 213.85
	Brandy Steffen	Partner/Senior Strategist	\$ 213.62
Public Involvement Specialist 6			\$ 206.86
Public Involvement Specialist 5			\$ 187.42
	Sam Beresky	Digital Story Teller/Program Manager	\$ 176.82
Public Involvement Specialist 4			\$ 165.49
	Anna Marum	Strategic Communications Program Manager	\$ 155.64
	Darren Cools	Sr. Graphic Designer / Program Manager	\$ 144.20
	Tracie Heidt	Program Manager	\$ 145.71
Public Involvement Specialist 3			\$ 136.80
	William Walters	Communications Specialist/ Copywriter	\$ 127.38
	Anastasia Zurcker	Senior Program Coordinator	\$ 118.42
	Katie Nelson	Program Manager	\$ 118.42
	Ilana Cour	Program Manager	\$ 116.22
	Jennifer Winslow	Program Coordinator	\$ 110.04
	Alyssa Pratt	Web and New Media Coordinator	\$ 108.42
	Camille Pearce	Program Coordinator	\$ 108.00
Public Involvement Specialist 2			\$ 117.60
	Andrea Maldonado	Graphic Designer / Program Coordinator	\$ 108.46
	Kang-Ping Peng	Program Coordinator	\$ 103.81
Public Involvement Specialist 1			\$ 86.73
Administration 5			\$ 166.49
	Jamie Harvie	Marketing and Communications Specialist	\$ 155.58
	Nelly Haddad	Senior Accountant	\$ 149.26
Administration 4			\$ 134.26
	Kendra Roberts	HR Manager	\$ 124.51
	Lesley Yan	Staff Accountant	\$ 116.16
Administration 3			\$ 111.19
Administration 2			\$ 84.46
Administration 1			\$ 67.15



Planning
Urban Design
Place Strategy

412 NW Couch St
Suite 405
Portland, Oregon 97209
t: 971-245-4352
www.firstfortyfeet.com

2024 HOURLY RATE SHEET

Principal	\$190 / hour
Project Manager	\$170 / hour
Project Architect	\$170/ hour
Strategic Planner	\$150 / hour
Senior Urban Designer	\$150 / hour
Land Use Planner	\$125 / hour
Urban Designer	\$115 / hour
Landscape Designer	\$115 / hour
Administrative	\$100 /hour

STAFF

Will Grimm, Principal
James Brackenhoff, Principal
Jason Graff, Principal
Cindy Trivisonno, Senior Urban Designer
Mitchell Scherer, Landscape Designer
Michael Robblee, Project Architect
Kim Faria, Administration

Waterleaf Architecture
Standard Hourly Billing Rates 2024
Effective January 1, 2024

Partner	\$202
Associate Partner	\$180
Senior Architect (Associate)	\$160
Project Architect	\$150
Interiors	\$150
Job Captain	\$130
Drafter	\$110
Graphic Designer	\$110
Administration	\$85



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENGINEERING

Engineering Technician	115.00	Engineering Geologist I	155.00
Engineering Technician II	120.00	Engineering Geologist II	177.00
Engineering Staff I	137.00	Landscape/Planning I	105.00
Engineering Staff II	152.00	Landscape/Planning II	115.00
Engineering Staff III	168.00	Landscape/Planning III	127.00
Engineer IV	178.00	Landscape/Planning IV	142.00
Engineer V	190.00	Landscape/Planning V	162.00
Engineer VI	205.00	Landscape/Planning VI	185.00
Engineer VII	225.00	Landscape/Planning VII	210.00
Engineer VIII	240.00	Construction Inspector I	118.00
Structural Project Engineer V	210.00	Construction Inspector II	130.00
Sr. Structural Project Engineer VI	235.00	Construction Inspector III	148.00
Structural Project Manager VII	250.00	Construction Inspector IV	160.00
Sr. Structural Project Manager VIII	265.00	Construction Inspector V	172.00
Principal Engineer	270.00	Construction Inspector VI	190.00
Design Technician I	125.00	Construction Manager I	185.00
Design Technician II	137.00	Construction Manager II	195.00
Design Technician III	142.00	Construction Manager III	205.00
Design Technician IV	155.00	Construction Manager IV	215.00

SURVEY

Survey I	106.00	Survey 1-Person Crew	162.00
Survey II	126.00	Survey 2-Person Crew	220.00
Survey III	134.00	Survey 3-Person Crew	270.00
Survey IV	142.00	Unmanned Aerial Sys Operator I	152.00
Survey V	155.00	Unmanned Aerial Sys Operator II	165.00
Survey VI	175.00	Unmanned Aerial Sys Operator III	195.00
Survey VII	200.00		

INDUSTRIAL HYGIENE

Industrial Hygienist/Monitor	90.00	Sr. Industrial Hygienist II	165.00
Ind. Hygienist/AHERA Inspector I	100.00	Trainer/Safety Specialist	135.00
Ind. Hygienist/AHERA Inspector II	110.00	Project Designer/Planner	125.00
Certified Industrial Hygienist I	140.00	Project Manager (IH)	135.00
Certified Industrial Hygienist II	180.00	Sr. Project Manager (IH)	155.00
Sr. Industrial Hygienist I	150.00	Principal – Industrial Hygiene	210.00

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.



Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a lump sum amount is so indicated in the proposal or services agreement.

PROFESSIONAL TECHNICAL STAFF

ENVIRONMENTAL

Field Technician I.....	90.00	Sr. Geologist I.....	155.00
Field Technician II.....	95.00	Sr. Geologist II.....	175.00
Field Scientist/Planner.....	95.00	Sr. Geologist III.....	195.00
Staff Scientist/Planner I.....	105.00	Sr. Geologist IV.....	225.00
Staff Scientist/Planner II.....	115.00	Principal Geologist.....	250.00
Project Scientist/Planner I.....	130.00	Project Hydrogeologist I.....	130.00
Project Scientist/Planner II.....	140.00	Project Hydrogeologist II.....	140.00
Project Scientist/Planner III.....	150.00	Sr. Hydrogeologist I.....	160.00
Sr. Scientist/Planner I.....	175.00	Sr. Hydrogeologist II.....	180.00
Sr. Scientist/Planner II.....	190.00	Sr. Hydrogeologist III.....	195.00
Principal Scientist/Planner.....	255.00	Sr. Hydrogeologist IV.....	230.00
Staff Environmental Regulatory Specialist.....	110.00	Principal Hydrogeologist.....	255.00
Project Environmental Regulatory Specialist.....	135.00	Project Manager (Env).....	140.00
Sr. Environmental Regulatory Specialist.....	170.00	Sr. Project Manager I.....	150.00
Project Environmental Compliance Monitor.....	135.00	Sr. Project Manager II.....	165.00
Sr. Environmental Compliance Monitor.....	155.00	Sr. Project Manager III.....	180.00
Staff Geologist I.....	110.00	Sr. Project Manager IV.....	195.00
Staff Geologist II.....	120.00	Sr. Project Manager V.....	215.00
Project Geologist I.....	130.00	Sr. Project Manager VI.....	230.00
Project Geologist II.....	140.00		

TECHNICAL SUPPORT STAFF

Administration I.....	95.00	Graphic Artist.....	120.00
Administration II.....	105.00	IT/Database Management.....	130.00
Administration III.....	115.00	GIS Analyst I.....	110.00
Project Administrator I.....	100.00	GIS Analyst II.....	130.00
Project Administrator II.....	110.00	GIS Analyst Manager.....	150.00
Project Administrator III.....	120.00	Grant Writer.....	150.00
Project Administrator IV.....	130.00	Public Involvement I.....	105.00
CAD/MicroStation Tech I.....	110.00	Public Involvement II.....	120.00
CAD/MicroStation Tech II.....	120.00	Public Involvement III.....	135.00
CAD Manager.....	140.00	Public Involvement IV.....	155.00
Writer/Editor I.....	115.00	Public Involvement Manager.....	175.00
Writer/Editor II.....	135.00		

Personnel may charge time exceeding eight hours per day and weekends at 125% of the regular hourly rate.
Court and arbitration time may be charged at two times the above rate.

ECONorthwest

ECONOMICS • FINANCE • PLANNING

Rate Sheet

i.	Senior Project Director	\$280 - 310/hr.
ii.	Project Director	\$220 - 310/hr.
iii.	Senior Project Manager	\$180 - 210/hr.
iv.	Project Manager	\$155 - 175/hr.
v.	Technical Manager	\$135 - 205/hr.
vi.	Associate	\$130 - 155/hr.
vii.	Senior Analyst	\$115 - 125/hr.
viii.	Analyst	\$95 - 110/hr.
ix.	Graphic Design	\$105/hr.
x.	Administrative	\$75/hr.

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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. **Compliance with Regulations:** The Consultant (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 Consultant, 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 subConsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant 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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 Consultants, 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).

Consent Agenda Item (Verbiage Only)

\$166,652 GreenWorks, P.C. Professional Service Agreement, Legacy Lands Master Plan
(Submitted by Trang K. Lam, Parks & Recreation Director)

Verbiage Only templates do NOT get attached to meeting materials or published.

~ PROCLAMATION ~

WHEREAS, women of every race, class and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force; and

WHEREAS, women served as leaders at the forefront of every major progressive social change movement, not only in securing their own rights of suffrage and equal opportunity but also in other movements such as the abolitionist movement, the emancipation movement, the industrial labor movement, and the civil rights movement which supports a more fair and just society for all; and

WHEREAS, women have served our country courageously in the military and were particularly important in the establishment of early philanthropic and cultural institutions in our Nation; and

WHEREAS, despite these contributions, the role of women, especially minority women, have been consistently overlooked and undervalued in the literature, teaching, and study of American history; and

WHEREAS, in remembering the trailblazers of the past and the heroines of the present day, we honor their legacies by carrying forward the valuable lessons learned from the examples they set; and

WHEREAS, recognizing the tireless efforts of women dedicated to promoting fairness within institutions and communities, the theme for this year, "Women Advocating Equity, Diversity, and Inclusion," celebrates their invaluable contributions;

NOW, THEREFORE, I, Steve Hogan, Mayor of the City of Camas in the State of Washington, do hereby proclaim March 2024, as

"Women's History Month"

In the City of Camas, I call upon our residents to recognize and commend its observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 4th day of March 2024.

Steve Hogan, Mayor

~ PROCLAMATION ~

WHEREAS, the American Red Cross is a humanitarian organization that eases people's suffering during life's emergencies throughout Southwest Washington, Oregon, across the United States and around the world; and

WHEREAS, the Cascades Region and Southwest Washington Chapter of the Red Cross has a long history of helping our neighbors in need by delivering shelter, care, and hope during disasters, making our community safer with Preparedness Programs, CPR and First Aid Training, and providing lifesaving blood to our medical community; and

WHEREAS, in the Cascades Region, more than 2,500 volunteers helped families affected by local disasters last year, such as the summer and fall wildfires, volunteers from our area and across the country provided overnight stays, meals, and snacks, relief items, emotional support and counseling, recovery planning, and other assistance; and

WHEREAS, the Red Cross continues to carry out the organization's mission of preventing and alleviating suffering; and

WHEREAS, people continue to help others in need post-pandemic, whether it was responding to more than 700 home fires and other disasters or rolling up their sleeves to give over 189,000 units of essential blood when our country faced a severe blood shortage; and

WHEREAS, after nearly 200 years since the birth of American Red Cross founder Clara Barton, we dedicate this month of March to all those who continue to advance her noble legacy and ask others to join in their commitment to care for people in need;

NOW, THEREFORE, I, Steve Hogan, Mayor of the City of Camas, do hereby proclaim March 2024, as:

"Red Cross Month"

in the City of Camas and encourage all citizens to join in this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 4th day of March 2024.

Steve Hogan, Mayor



Staff Report

March 4, 2024 Council Workshop Meeting

Resolution 24-001 Creating a Regional Fire Authority Planning Committee

Presenter: Doug Quinn, City Administrator

Time Estimate: 5 minutes

Phone	Email
360.834.6864	dquinn@cityofcamas.us

BACKGROUND: The resolution forming the Regional Fire Authority Planning Committee is the next step in the continuation of the shared services model utilized by the Camas Washougal Fire Department (CWFD). The service provides fire protection, emergency medical transport and fire inspection services throughout the cities of Camas and Washougal.

The CWFD currently operates under an inter-local agreement for services between the two cities. Both cities have agreed to discuss the formation of a Regional Fire Protection Authority (RFA) that if voted into existence by a majority of residents within the area of both cities, would reform the current partnership to install the RFA. In order to have that discussion, in accordance with RCW 52.26.030, a Planning Committee must be formed that would evaluate the matters of operation, staffing, and service levels, among other elements. The formation of the committee does not obligate the city to approve the formation of an RFA but is a required step to advance the RFA for future consideration by the Council.

The guiding regulations, RCW 52.26, require that the RFA plan provide guidance for governance, financing, and development of fire protection and emergency services, along with opportunities for public input. It will describe jurisdictional boundaries, organizational structure, operations and services.

The attached Resolution provides for the formation of the RFA Planning Committee, assigning the three existing Joint Policy Advisory Committee (JPAC) members to represent the City's interests in the RFA planning work.

BENEFITS TO THE COMMUNITY: The work of the committee is to develop a plan that creates a long-term structure of future Fire and EMS response teams serving the two cities.

BUDGET IMPACT: Financial impacts, if recommended by the RFA Planning Committee, could be the hiring of contracted services to assist the two cities in developing the RFA planning document. There are sufficient funds in the General Fund to support those services.

RECOMMENDATION: Staff recommends Council move to approve Resolution 24-001.

RESOLUTION NO. 24-001

A RESOLUTION of the City Council of the City of Camas, Washington, authorizing the City of Camas to participate in the development of a draft plan for the formation of a Regional Fire Protection Service Authority and appointing members to a Regional Fire Protection Service Authority Planning Committee.

WHEREAS, Washougal and Camas currently provide fire and emergency medical (“EMS”) services pursuant to the terms of an Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, as amended; and

WHEREAS, Washougal and Camas are mutually interested in determining the best option for providing the most effective and efficient delivery of fire and EMS services to the community; and

WHEREAS, to fully explore which service delivery option is best for the community, Camas and Washougal engaged a study by Merina to evaluate various service delivery options; and

WHEREAS, the Merina study recommended a Regional Fire Protection Service Authority (“RFA”) as the preferred service delivery option; and

WHEREAS, to fully explore the option of an RFA, Washougal and Camas must follow the statutory provisions regarding the formation of an RFA, including a Planning Committee established pursuant to RCW 52.26.030; and

WHEREAS, the Planning Committee considers matters identified in RCW 52.26.040 and other related matters, ultimately culminating in preparation of a draft Regional Fire Protection Service Authority Plan to potentially be submitted to the voters; and

WHEREAS, RCW 56.26.030(2) provides that the Council must appoint three elected officials to represent the City on the Planning Committee; and

WHEREAS, since the formation of the Camas Washougal Fire Department, Washougal and Camas have utilized a Joint Policy Advisory Committee (“JPAC”) as a primary advisory body to the respective City Councils, pursuant to the Interlocal Agreement, consisting of three councilmembers from each City; and

WHEREAS, appointment of the current JPAC members to the RFA Planning Committee will provide for continuity in the evaluation process; and

WHEREAS, the establishment of a Planning Committee and the development of a draft Regional Fire Protection Service Authority Plan does not commit the City to any specific action with respect to forming an RFA;

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

SECTION I

That the City Council hereby authorizes the Mayor and elected officials of the City to actively participate with the City of Washougal in a Regional Fire Protection Service Authority Planning Committee for the development of a draft Regional Fire Protection Service Authority Plan to be presented to the Camas and Washougal city councils for possible presentation to the voters of Camas and Washougal.

SECTION II

That the Mayor or designee is authorized to implement such administrative procedures as may be necessary to carry out the provisions of RCW 52.26, and that the following councilmembers be appointed to the Regional Fire Protection Service Authority Planning Committee, in conformance with RCW 52.26.030(2).

1. City Councilmember Bonnie Carter
2. City Councilmember John Nohr
3. City Councilmember Marilyn Boerke

ADOPTED at a regular meeting of the Council of the City of Camas this _____ day of _____, 2024.

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney



Staff Report

March 4, 2024 Council Regular Meeting

Resolution 24-002 Adopting Creation of New Position Descriptions within the Public Works Department

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: At the February 20 Council Workshop, staff presented two new positions for the Public Works Department: Cross-Connection Control Specialist (CCCS) and Laboratory Analyst. These positions are in the AFSCME bargaining unit and staff have worked with the union on the position duties and proposed salaries. Both positions are included in the 2023-2024 budget and funded by the utility rates.

SUMMARY:

Staff created and reviewed the job descriptions and comparable salaries.

In accordance with the Washington Administrative Code (WAC) 246-290-490, each water purveyor is required to have someone designated as a CCCS. The City does not currently have a designated staff member responsible for cross-connection control and instead has relied on a variety of staff to fill the role as part of their regularly assigned duties. Given the number of Backflow Devices and potential cross connections in the system, the City has made it a priority to add a Cross-Connection Control Specialist.

The City does not currently have a designated staff member responsible for the lab and has instead relied upon the Operators to "take turns" completing lab duties at the WWTP. The new Lab Analyst position will free up the operators to focus on their regular activities and put a much-needed single focus on completing lab activities, ordering supplies, and working with the WWTP Supervisor to use lab data to inform potential issues or concerns with WWTP operations.

BUDGET IMPACT: These positions were included in the 2023-2024 adopted budget (utilities fund) and no additional funding is requested. Approximate total cost for salary and benefits for: CCCS = \$100-110k and for Lab Analyst = \$110-120k annually.

RECOMMENDATION: Staff recommends Resolution 24-002 be approved by Council.

RESOLUTION NO. 24-002

A RESOLUTION adopting creation of new position descriptions within the Public Works Department.

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

I

There is hereby created in the Public Works Department a new position entitled Cross-Connection Control Specialist. Such position shall be a union represented in the AFSCME bargaining unit and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position description and salary schedule are attached hereto as Exhibit “A” and shall be effective as of March 1, 2024.

II

There is hereby created in the Public Works Department a new position entitled Laboratory Analyst. Such position shall be a union represented in the AFSCME bargaining unit and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position description and salary schedule are attached hereto as Exhibit “B” and shall be effective as of March 1, 2024.

PASSED BY the Council and approved by the Mayor this 4th day of March, 2024.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

CITY OF CAMAS

Union Status: Represented

January 2024

CROSS-CONNECTION CONTROL SPECIALIST

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

JOB OBJECTIVES

Under general supervision this position performs a variety of work in support of the City's Cross-Connection inspection and backflow prevention control program as it relates to the Washington Administrative Code 246-292-033 (Duties of a Cross-Connection Control Specialist); conducts cross-connection control surveys and inspections; inspects, maintains, and repairs backflow devices owned by the City, in order to control, prevent, and eliminate contamination to the City water supply. Additionally, this position provides information and assistance to other departments, contractors, engineers, and the general public, and maintains a variety of records, files, and related documents. This position will fill in and back-up the Water Division employees when needed. This position works under the supervision of the Lead Utility Maintenance Worker (Water) and the Utilities Manager.

Employees within this class perform the full range of duties as assigned. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Work is normally reviewed only on completion and for overall results. Positions in this class require prior experience in water systems, customer service and backflow prevention practices.

ESSENTIAL FUNCTION STATEMENTS

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

Receive, investigate, review, trouble-shoot and respond to complaints on backflow prevention devices and other relevant issues related to the operation and maintenance of the City's water distribution system; resolve complaints in a timely and efficient manner.

Inspect, maintain, repair, and schedule testing for backflow prevention devices owned by and located within the City's distribution system.

Inspect and ensure new and previously installed backflow devices, both publicly and privately owned, are properly installed to protect against backflow, back-siphonage, and back pressure; ensure compliance with all regulations.

Notify customers of scheduled and required backflow testing.

Conduct cross-connection surveys and inspections of water user premises to identify where cross-connections are likely to occur and determine the degree of hazard; ensure conformance with federal, state, and local Cross-Connection regulations.

Maintain schedules for testing and/or replacement of obsolete or inefficient backflow prevention devices.

Conduct traffic control when working in high traffic areas of the City; install street barricades and cones prior to the performance of maintenance or repair activities; direct and control traffic around work sites.

Respond to inquiries from contractors, architects, engineers, customers and the public concerning the City and State rules and regulations regarding the cross-connection and backflow prevention control program; provide information within the area of assignment.

Prepare and maintain a variety of reports, correspondence, records, and files related to area of assignment including annual State required forms; enter data into computerized maintenance management system or other computer system.

Read maps and interpret plans, specifications, and maintenance manuals.

Turn off/on customer's water when customer is not in compliance.

Create and maintain a Cross-Connection Control Manual.

Observe safe work methods and safety precautions related to all work sites.

Perform special projects related to the area of assignment as assigned.

Fill-in and back-up water department in down time or in times of need.

AUXILIARY FUNCTION STATEMENTS

Follow all safety rules and procedures established for the work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Washington Administrative Code 246-292-033 regarding the requirements for and duties of a Cross-Connection Control Specialist.

Operations, maintenance and general operation of a municipal water supply system and appurtenances.

Operations, services, and activities of a cross-connection control program.

Practices, principles, and techniques of cross-connections.

Procedures for inspection, installation, cleaning, repairing, and removing backflow prevention devices.

Methods and techniques of performing preventive maintenance including preventive maintenance inspection methods.

Methods and techniques of performing diagnostic troubleshooting services.

Basic legal requirements of cross-connections.

Backflow prevention testing regulations.

Water system piping and plumbing systems.

Principles and practices used in the identification of water user connections and locations where cross-connections are likely to occur, and the type of backflow prevention assembly required.

Tools and equipment used in area of assignment.

Pertinent safety principles and practices including working in confined spaces.

Practices and procedures of traffic control including proper placement of cones, barricades and warning devices.

Basic office procedures, methods, and equipment including computers.

Principles and practices of customer service.

Principles and procedures of record keeping and record retention.

Occupational hazards and standard safety procedures.

Pertinent federal, state, and local laws, codes, and regulations including City ordinances that pertain to water quality and county, state and federal water quality standards and regulations.

Ability to:

Perform a variety of skilled and complex work to inspect, install, repair, maintain, and schedule testing of City owned backflow prevention devices.

Evaluate the degree of potential health hazard to the public water supply that may be created as a result of conditions existing on a user's premises.

Interpret, apply, and enforce pertinent rules and regulations.

Interpret and explain cross-connection and water quality regulations.

Read, research, and reference various technical and regulatory methods and procedures.

Plan, organize and lay out work.

Read and interpret plans, maps, specifications, manuals, and drawings.

Use and operate vehicles and equipment, hand tools, and power tools and equipment required for the work in a safe and efficient manner.

Operate office equipment including computers and supporting software applications.

Ensure adherence to safe work practices and procedures including safety around work areas in high traffic.

Set up a safe work site including cones, signs and directing traffic.

Minimize public and employee safety hazards by conforming to required codes.

Successfully operate various software programs as required using computers or other types of handheld devices.

Maintain records including time, material, and equipment use records.

Exercise independent judgment and initiative without close supervision.

Take coaching, instruction, and feedback with a cooperative and positive attitude.

Understand and follow oral and written instructions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain cooperative working relationships with those contacted in the course of work, including the ability to interact effectively and courteously with the public, coworkers and vendors.

Education and Experience Guidelines

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

Education:

Equivalent to the completion of the twelfth grade supplemented by specialized training in water systems and in cross-connection inspection and backflow prevention.

Experience:

Three years of responsible experience in the operation and maintenance of water systems supplemented by demonstrable experience in the operation, maintenance, and inspection of backflow prevention devices and cross-connection control surveys.

License or Certificate:

Possession of an appropriate, valid driver's license.

Possession of a Backflow Assembly Tester Certificate issued by the Washington State Department of Health, or ability to obtain within 6 months.

Possession of a Water Distribution Manager 1 Certificate issued by the Washington State Department of Health.

Possession of a Cross-Connection Control Specialist Certificate issued by the Washington State Department of Health.

Possession of a Traffic Control Flagger Certificate.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Environment: Field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, gases, inclement weather conditions, potentially hazardous chemicals.

Mobility: Heavy, moderate or light lifting; walking, standing or sitting for prolonged periods of time; operating motorized equipment and vehicles; performing heavy manual labor.

Vision: Visual acuity to operate assigned machinery and equipment.

Hearing: Auditory acuity to hear warning alarms or audible signs of equipment malfunction.

Other Factors: Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

2024 Salary Scale

Position							
	1	2	3	4	5	6	7
Cross-Connection Control Specialist	6202	6390	6581	6777	6984	7191	7407

CITY OF CAMAS

Union Status: Represented

January 2024

LABORATORY ANALYST

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

JOB OBJECTIVES

Under general direction, to operate and maintain the City's wastewater treatment plant laboratory and related equipment; to ensure compliance with National Pollution Discharges Elimination System (NPDES) permit sampling and analysis requirements; to perform sampling and highly complex and specialized chemical, physical, and biological testing on industrial, ambient, municipal wastewater, sludge and soil samples; to coordinate technical and procedural decisions within the lab; to provide specialized laboratory support including equipment oversight; and to repair, maintain and order laboratory supplies and equipment. This position works under the supervision of the Wastewater Treatment Plant (WWTP) Supervisor.

The Laboratory Analyst is a professional journey-level classification which performs varied and complex analyses. The position reports results of testing to plant operations staff for plant management and process control to ensure compliance with federal and state regulations regarding effluent, biosolids handling, and surface water management. The Laboratory Analyst may train other plant personnel in specific laboratory operations and has lead responsibility for the Lab. The Laboratory Analyst may also be asked to assist with maintenance responsibilities when necessary or deemed appropriate by the WWTP Supervisor.

ESSENTIAL FUNCTION STATEMENTS

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

Works directly with the WWTP Supervisor to coordinate goals, objectives, facility performance and appearance; enhances efficiencies with the collection, preservation, and analyzation of samples from industrial, wastewater treatment plant, ambient, storm water, sludge, and soil locations; and makes recommendations and assists the Supervisor in implementing process changes.

Analyzes water, wastewater, industrial waste, and biosolids samples for BOD, COD, oxygen demand, suspended solids, alkalinity, coliform bacteria, pH, nutrient levels, metals content, and other counts in accordance with standards of Federal, State and local agencies and QA/QC standards; prepares chemical and bacteriological media, stains, reagents and test solutions routinely used in the laboratory.

Prepares samples for testing using digestion and/or chemical reagents; conducts complex laboratory tests using a wide variety of equipment to determine concentrations of metals or other hazardous materials.

Conducts field inspections and assessments; reviews and evaluates delineations, mitigation and enhancement plans as they related to water quality needs and standards; validates and interprets laboratory test results; provides technical advice and recommendations on an as needed basis.

Performs special chemical and technical studies as required for quality control standards; oversees quality control programs including statistical reports, analytical methods, data recordkeeping,

instrument calibration and certification, reagents preparation and standardization; maintains all complex quality assurance/control work.

Establishes schedules to meet daily analytical and sampling needs, adjusts schedules in response to events, adjusts schedules as needed to accomplish assigned tasks.

Communicates regularly with department staff and provides input on unit process optimization, housekeeping, laboratory facility area operations, and safety; provides feedback to Supervisor from staff with concerns and suggestions.

Plans, organizes, develops, and provides mentoring and training on laboratory processes, sampling, and data review; provides technical guidance; coordinates laboratory training.

Records results of analyses for compilation into test reports which are subsequently filed with state and federal water quality agencies; uses test results to calculate complex statistical reports and trending for process control.

Trains and/or leads preparatory and analytical laboratory work; serves as a reference and provides technical assistance to project managers and other personnel.

Ensures compliance with safety procedures and regulations; inspects laboratory and related facilities for hazardous conditions and initiates corrective measures as necessary.

Maintains, cleans, and makes minor repairs on laboratory apparatus and equipment and ensures a high standard of housekeeping, quality control and safety; calibrates instrumentation as assigned.

Performs trace contaminant analysis using laboratory instrumentation. Assists in investigative analysis to support process control measures.

Assists with developing Standard Operating Procedures (SOP's) for new methods.

May assist with maintenance responsibilities throughout the WWTP.

Immediately informs WWTP Supervisor of any personnel, equipment, instrument and material problems and SOP or methodology deviations; responds to and documents any necessary corrective action.

AUXILIARY FUNCTION STATEMENTS

Follow all safety rules and procedures established for the work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Operating parameters of complex laboratory equipment.

Laboratory procedures, methods and techniques used in standardized sampling, preservation, examination, testing, and analysis of water and wastewater samples.

Laboratory safety procedures including management of chemical and biological hazards.

Principles of standard chemical, biological, microscopic, and microbiological examination techniques.

General knowledge and principles of operations and maintenance of a wastewater treatment plant.

Operation and maintenance of analytic instrumentation and other laboratory equipment; statistical methodologies to collect, analyze and evaluate data and perform short term studies on industrial waste, surface water, wastewater, and biosolids.

Laboratory procedures, methods and techniques used in standardized sampling, examination, testing, and analysis of water and wastewater samples.

Laboratory safety procedures including management of chemical and biological hazards.

Principles of quality control.

Principles and concepts of working in teams.

Sampling and sample preparation techniques.

Mathematics with strong emphasis in algebra

English grammar, spelling, and punctuation.

Computer applications in wastewater treatment.

Procedures for examination of water and wastewater.

Water biology, bacteriology and bioassay as applied to the examination and analysis of water and wastewater.

Qualitative and quantitative analytical chemistry including instrumental methods.

Principles and practices of record keeping.

Occupational hazards and standard safety precautions.

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

Ability to:

Operate complex analytical laboratory instrumentation.

Perform complex and precise physical, chemical, and biological analytical tests and procedures; recognize deviations from normal sampling and analysis conditions.

Interpret and explain laboratory methods, processes, and procedures.

Use computers and software for word processing, spreadsheets, data collection and database management.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work including a variety of City and other government officials and the public; operate effectively in a team environment.

Communicate clearly and concisely, both orally and in writing.

Use measurement systems, mathematics, and formulas of analytical chemistry.

Operate standard and complex analytical laboratory /instrumentation equipment,

Prepare reagents and solutions.

Use proper methods for cleaning and sterilizing laboratory equipment.

Read and interpret federal and state water quality regulations.

Comply with established laboratory testing programs.

Read, analyze, and utilize complex formulas, charts, and directions.

Prepare comprehensive technical written reports.

Plan improvements in standard laboratory methods.

Prepare and maintain accurate records.

Use appropriate procedures for testing, interpreting, and reporting laboratory findings with a high degree of accuracy and precision ensuring quality control.

Carry out established laboratory testing programs.

Clean lab glassware, dishes, and equipment.

Understand and follow oral and written directions.

Education and Experience Guidelines

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

Education:

Equivalent to a Bachelor's degree in Chemistry or related field of natural science with heavy emphasis in chemistry is preferred.

Experience:

Five (5) years total with a minimum of three (3) years experience in a wastewater treatment plant laboratory supplemented by two (2) additional years of environmental or field experience in areas such as microbiology, biology and chemistry.

License or Certificate

Possession of a valid driver's license.

Possession of a Washington State Group 1 Operator in Training or other Operator Certificate, preferred.

PHYSICAL DEMANDS AND WORKING CONDITIONS

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

Environment: Work is primarily performed indoors within an office or laboratory setting. Will spend some time outdoors and exposed to inclement weather. Exposure to bacteria, viruses and toxic material in wastewater, and handling chemicals and bacteriological waste matter.

Mobility: Heavy, moderate, or light lifting; walking, standing, or sitting for prolonged periods of time; operating motorized equipment and vehicles. Frequent standing, squatting, and bending. Ability to lift up to 45 pounds. Will routinely carry, push, and pull objects.

Vision: Visual acuity to operate assigned laboratory equipment.

Hearing: Auditory acuity to hear warning alarms, timers, and/or audible signs of equipment malfunction.

Other Factors: May be exposed to possible operations hazards including fumes, airborne particles, and noise, rotating machinery, high pressure, hot and cold temperatures, slippery surfaces, water, and electrical hazards. Frequently exposed to toxic and caustic chemicals. Incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

2024 Salary Scale

Position							
	1	2	3	4	5	6	7
Laboratory Analyst	6581	6777	6984	7191	7407	7629	7859



Staff Report

March 4, 2024, Council Regular Meeting

Resolution 24-004 Clark Regional Hazard Mitigation Plan Update

Presenter: Lauren Hollenbeck, Senior Planner

Time Estimate: 5 minutes

Phone	Email
360.817.1568	lhollenbeck@cityofcamas.us

BACKGROUND: The City of Camas is part of a Clark County partnership led by Clark Regional Emergency Management Services (CRESA) that takes part in a countywide hazard mitigation plan to reduce risks from natural disasters. Federal regulations require periodic updates to hazard mitigation plans. The current update to the Clark Regional Natural Hazard Mitigation Plan (CRNHMP) was enacted in 2022 and focused on updating the hazard analysis with updated/new information and data including the jurisdictional annexes. Staff presented the proposed update to Council at the February 20, 2024 workshop meeting.

SUMMARY: The update must be adopted by each jurisdictional partner in Clark County, including the City of Camas, prior to final approval by the Federal Emergency Management Agency (FEMA). Adoption makes federal grant mitigation assistance funding available to the City of Camas that can be used to implement the long-term hazard mitigation measures specified within the City's annex of the CRNHMP before and after a major disaster declaration.

BENEFITS TO THE COMMUNITY: Upon City adoption of the updated CRNHMP, federal grant mitigation assistance funding will be made available that can be used to implement the long-term hazard mitigation measures specified within the City's annex of the CRNHMP before and after a major disaster declaration. The CRNHMP is considered a living document such that, as awareness of additional hazards develops and new strategies and projects are conceived to offset or prevent losses due to natural disasters, the CRNHMP will be evaluated and revised on a continual 5-year time frame for grant funding assistance eligibility.

POTENTIAL CHALLENGES: Natural hazards will continue to impact residents, property, the environment, and the economy. As a result, ongoing analysis of recommended mitigation strategies is necessary in response to mitigating the impacts of those natural hazards.

BUDGET IMPACT: An adopted hazard mitigation plan secures the eligibility for hazard mitigation project funding under the unified hazard mitigation assistance federal grant programs. There is no budget impact with the adoption of this plan.

RECOMMENDATION: Staff recommends Council move to adopt Resolution No. 24-004.

RESOLUTION NO. 24-004

A RESOLUTION authorizing the adoption of the Clark Regional Natural Hazard Mitigation Plan Update.

WHEREAS, all of Clark County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of Clark County, Cities, Towns and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Clark Regional planning area; and

WHEREAS, the coalition has completed a planning process that engaged the public, assessed the risk and vulnerability to the impacts of natural hazards, developed a mitigation strategy consistent with a set of uniform goals and objectives, and created a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Camas as follows:

- 1) The City adopts in its entirety Volume 1, the City's portion of Volume 2, and the Introduction and Appendices of the Clark Regional Natural Hazard Mitigation Plan (CRNHMP).
- 2) The City shall use the adopted and approved portions of the CRNHMP to guide pre- and post-disaster mitigation of the hazards identified.
- 3) The City shall coordinate the strategies identified in the CRNHMP with other planning programs and mechanisms under its jurisdictional authority.
- 4) The City shall continue its support of the Hazard Mitigation Working Group and continue to participate in the Planning Partnership as described by the CRNHMP.

RESOLUTION NO. 24-004

5) The City shall help to promote and support the mitigation successes of all CRNHMP Planning Partners.

6) City staff is hereby authorized to make any required FEMA revisions to Clark Regional Natural Hazard Mitigation Plan required by FEMA for final approval.

ADOPTED by the Council of the City of Camas and approved by the Mayor this ____ day of _____, 2024.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report – Ordinance

March 4, 2024 Council Regular Meeting

Ordinance No. 24-003 Franchise Agreement with Comcast Cable

Presenter: Steve Wall, Public Works Director

Time Estimate: 5 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: City of Camas Ordinance No. 2652 was adopted in July 2012 and authorized a 10-year extension of a Franchise Agreement with Comcast of Washington V, LLC ("Comcast") through August 5, 2022. The agreement extension has since expired, but is still valid as both parties have been working in good faith on a new franchise agreement.

SUMMARY: Comcast Cable Communications Management, LLC ("Comcast"; previously known as Comcast of Washington V, LLC) through its local representatives requested a Franchise Agreement with the City to construct, install, maintain, extend, and operate cable communications facilities within the City right-of-way. The non-exclusive franchise agreement and any facilities installed in association with the agreement will be used to serve current and future Comcast customers with cable services. The draft franchise agreement has been reviewed by staff and the City Attorney, as well as Comcast representatives.

The approval process for the Franchise Agreement includes the need to hold a public hearing to receive public testimony regarding the agreement. Following the public hearing and at Council's direction, an Ordinance would be presented to City Council for consideration for adoption. A public hearing was held at the Regular Meeting on February 20, 2024 and no comments were received.

BENEFITS TO THE COMMUNITY: In accordance with Section 3.3 of the agreement, Comcast shall continue providing complimentary cable services to the schools, libraries and public institutions identified in Exhibit A. Additionally, Exhibit B to the draft agreement provides for customer service standards consistent with past agreements with Comcast.

BUDGET IMPACT: In accordance with the City's adopted 2024 Fee Schedule, Comcast will pay the City's \$5,954 administrative fee for processing the Franchise Agreement. Additionally, per section 7.1 of the draft agreement, Comcast shall pay to the City a Franchise Fee of five percent (5%) of their annual gross revenue within the City. Comcast would also be obligated to pay to the City any utility taxes if enacted in the future, up to a total of 4% for the first 10 years, then any amount statutorily authorized after 10 years at the discretion of the City.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance 24-003 as presented.

ORDINANCE NO. 24-003

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, GRANTING COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR CABLE SYSTEMS IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Comcast Cable Communications Management, LLC (“Comcast”) had a franchise agreement with the City of Camas (“City”) and multiple extensions by agreement of both parties that expired on August 5, 2022; and

WHEREAS, Comcast has requested a non-exclusive franchise with the City for a period of ten years for the operation of cable systems within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, Comcast wishes to construct, operate and maintain cable systems within the City Right-of-Way; and

WHEREAS, the City and Comcast have negotiated a cable franchise agreement with terms therein acceptable to both parties; and

WHEREAS, the City Council finds that it is in the best interests of the residents of the Camas community to enter into a non-exclusive franchise with Comcast for the operation of cable systems within the City Right-of-Way.

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

Section I

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit “A” is hereby granted according to its terms.

Section II

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to Comcast. Comcast shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If Comcast fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

Section III

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this _____ day of _____, 2024.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT "A"**FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF COMCAST
CABLE SYSTEMS IN THE CITY OF CAMAS, WASHINGTON**

THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into by and between the City of Camas, a duly organized City under the applicable laws of the State of Washington (the Local Franchising Authority or "LFA") and Comcast Cable Communications Management, LLC (the "Franchisee").

WHEREAS, the LFA wishes to grant Franchisee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the Franchise Area as designated in this Franchise;

WHEREAS, the LFA is a "franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. §522(10)) and is authorized to grant one or more nonexclusive cable franchises;

WHEREAS, Franchisee owns and operates a Cable System in the Franchise Area for the transmission of Cable Services and other services;

WHEREAS, the LFA has identified the future cable-related needs and interests of the LFA and its community, has considered the financial, technical and legal qualifications of Franchisee, and has determined that Franchisee's Cable System meets the cable related needs and interests of the LFA and the community, in a full public proceeding affording due process to all parties;

WHEREAS, the LFA has found Franchisee to be financially, technically and legally qualified to operate the Cable System;

WHEREAS, the LFA has determined that the grant of a nonexclusive franchise to Franchisee is consistent with the public interest; and

WHEREAS, the LFA and Franchisee have reached agreement on the terms and conditions set forth herein and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to Franchisee, Franchisee's promise to provide Cable Service to residents of the Franchise/Service Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 Intentionally left blank.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Additional Service Area*: Shall mean any such portion of the Service Area added pursuant to Section 3.1.2 of this Agreement.

1.4 *Basic Service*: Any service tier, which includes the retransmission of local television broadcast signals and other programming provided by Franchisee.

1.5 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6).

1.6 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7).

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4).

1.8 *Communications Act*: The Communications Act of 1934, as amended.

1.9 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchise's affairs.

1.10 Intentionally left blank.

1.11 FCC: The United States Federal Communications Commission or successor governmental entity thereto.

1.12 *Force Majeure* An event or events reasonably beyond the ability of Franchisee to anticipate and control. This includes, but is not limited to, severe or unusual weather conditions, strikes, labor disturbances, lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, actions or inactions of any government instrumentality or public utility including condemnation, accidents for which the Franchisee is not primarily responsible, fire, flood, or other acts of God, or work

delays caused by waiting for utility providers to service or monitor utility poles to which Franchisee's Cable System is attached, and unavailability of materials and/or qualified labor to perform the work necessary.

1.13. *Franchise Area*: The incorporated area (entire existing territorial limits) of the LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA during the term of this Franchise.

1.14 *Franchisee*: Comcast Cable Communications Management, LLC.
and its lawful and permitted successors, assigns and transferees.

1.15 Intentionally left blank.

1.16 *Gross Revenue*: All revenue, as determined in accordance with generally accepted accounting principles ("GAAP"), which is derived by Franchisee from the operation of the Cable System to provide Cable Service in the Service Area, provided, however, that Gross Revenue shall not include:

1.16.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by Franchisee to provide Cable Service over the Cable System;

1.16.2 Bad debts written off by Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.16.3 Refunds, rebates or discounts made to Subscribers or other third parties;

1.16.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication; and any other revenues attributed by Franchisee to Non-Cable Services in accordance with FCC or state public utility regulatory commission rules, regulations, standards or orders;

1.16.5 Any revenue of Franchisee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, except for sales commissions earned by Franchisee from such cable channels;

1.16.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.16.7 Any tax of general applicability imposed upon Franchisee or upon Subscribers by a city, state, federal or any other governmental entity and required to be collected by Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes and non-cable franchise fees);

1.16.8 Any foregone revenue which Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such foregone revenue which Franchisee chooses not to receive in exchange for trades, barter, services or other items of value shall be included in Gross Revenue;

1.16.9 Sales of capital assets or sales of surplus equipment;

1.16.10 Program launch fees;

1.16.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.16.12 Franchise fees under Section 7.1 and other fees under Section 6 collected from Subscribers.

1.17 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.18 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.19 *Local Franchise Authority (LFA)*: The City of Camas or the lawful successor, transferee, or assignee thereof.

1.20 *Non-Cable Services*: Any service that does not constitute the provision of Video Programming directly to Subscribers in the Franchise Area including, but not limited to, Information Services and Telecommunications Services.

1.21 *Normal Operating Conditions*: Those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.22 Intentionally left blank.

1.23 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.24 Intentionally left blank.

1.25 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including, public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.26 *Service Area*: All portions of the Franchise Area where Franchisee's Cable Service is being offered including any Additional Service areas.

1.27 *Service Interruption*: The loss of picture or sound on one or more cable channels.

1.28 *Subscriber*: A Person within the Service Area who lawfully receives Cable Service over Franchisee's Cable System with Franchisee's express permission.

1.29 *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.30 *Title II*: Title II of the Communications Act.

1.31 *Title VI*: Title VI of the Communications Act.

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

1.32.1.1 an ownership or other interest in excess of 50% in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of Franchisee is transferred; or

1.32.1.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

1.32.2 However, notwithstanding Sub-subsections 1.32.1.1 and 1.32.1.2 above, a Transfer of the Franchise shall not include transfer of an ownership or

other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of the Franchisee; or any action which is the result of a merger of another Affiliate of the Franchisee.

1.32.3 Video Programming: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20).

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and the Communications Act, the LFA hereby grants the Franchisee the right to construct, operate and maintain a Cable System along the Public Rights-of-Way within the Franchise Area, in order to provide Cable Service. No privilege or power of eminent domain is bestowed by this grant; nor is such a privilege or power bestowed by this Agreement.

2.2 *Term:* This Franchise shall become effective on _____ (the Effective Date"). The Initial Term of this Franchise shall be for ten (10) years from the Effective Date unless the Franchise is earlier revoked as provided herein. Following the Initial Term, this Franchise shall automatically be renewed for one (1) additional period of five (5) years followed by negotiations in accordance with Section 626 of the Cable Act, unless LFA or Franchisee provides the other Party notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term.

2.3 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights which are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System.

2.4 *Franchise Subject to Federal Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal law as it may be amended, including but not limited to the Communications Act.

2.5 *No Waiver:*

2.5.1 The failure of LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in

writing.

2.5.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse LFA from performance, unless such right or performance has been specifically waived in writing.

2.6 *Construction of Agreement:*

2.6.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives

2.6.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.6.3 Should any change to state law have the lawful effect of materially altering the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.6.4 Franchisee agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that Franchisee agrees that it is subject to the lawful exercise of the police power of the LFA.

2.7 *Police Powers:* Nothing in the Franchise shall be construed to prohibit the reasonable, necessary and lawful exercise of LFA's police powers. However, if the reasonable, necessary and lawful exercise of LFA's police power results in any material alteration of the terms and conditions of this Franchise, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modifications shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the LFA or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Area:*

3.1.1 *Service Area:* Franchisee shall offer Cable Service to Subscribers in residential areas within the Franchise Area, subject to the density requirements set forth below, except: (A) for periods of Force Majeure; (B) for periods of delay caused by LFA; (C) for periods of delay resulting from Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments or buildings are subject to claimed exclusive agreements with other providers; (E) in areas, developments or buildings where Franchisee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Franchisee; and (F) in developments or buildings that Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (G) in areas where the occupied residential household density does not meet the density requirements set forth in Sub-section 3.1.1.1.

3.1.1.1 *Density Requirement:* Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the average density is equal to or greater than fifteen (15) occupied residential dwelling units per one-quarter cable mile as measured in strand footage from the nearest technically feasible point on the active Cable System trunk or feeder line. Should, through new construction, an area within the Service Area meet the density requirements after the Effective Date of this Franchise, Franchisee shall provide Cable Service to such area within twelve (12) months of receiving notice from LFA that the density requirements have been met.

3.1.2 *Additional Service Areas:* Except as may be required by Section 3.1.1.1, Franchisee may, but shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Franchise Area during the term of this Franchise or any Renewals thereof. If Franchisee desires to add Additional Service Areas within the Franchise Area, Franchisee shall notify LFA in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.2 *Availability of Cable Service:* Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1 and Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which Franchisee provides Cable Service, Franchisee shall be required to connect, at Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within one hundred twenty five (125) feet of the Cable System trunk or feeder lines. Franchisee shall be allowed to recover, from a Subscriber that requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred twenty five (125) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings:* The parties acknowledge that as of the Effective Date of this Franchise Agreement, Franchisee continues to provide Complimentary

Services to certain schools, libraries, and public institutions within the Franchise Area, as set forth in Attachment "A". In the event Franchisee elects, to the extent permitted by Applicable Laws, to invoice the LFA for Complimentary Services, Franchisee agrees that it will do so only after providing LFA, and other entities receiving complimentary connections, with one hundred twenty (120) days' prior written notice.

The LFA shall have the right to discontinue the receipt of all or a portion of the Complimentary Services provided by the Franchisee in the event Franchisee elects to impose a charge against the LFA for the Complimentary Services as set forth in the preceding paragraph.

LFA does not waive any rights it may have now or in the future regarding complimentary service, PEG transport maintenance costs, or other services or infrastructure that the FCC has concluded are in-kind requirements subject to franchise fee offset as of the Effective Date of this Agreement or any other requirements provided for in this Franchise Agreement. If, as the result of future action by the FCC, federal law or through judicial review, such services are no longer considered to be "franchise fees" under 47 USC §542, then the LFA may require Franchisee to provide such services without charge to the complimentary service locations set forth in Attachment "A".

4. SYSTEM OPERATION

4.1 The parties recognize that the jurisdiction of the LFA extends only to the Cable System to the extent used to provide Cable Services within the Franchise Area. The jurisdiction of the LFA over telecommunications and information facilities and services is restricted by federal and state law, and the LFA does not and will not assert jurisdiction over Franchisee's Cable System in contravention of those limitations.

4.2 *Conditions of Street Occupancy.* If the City determines that a public project necessitates the relocation of Franchisee's Cable System, or any part thereof, the City shall:

4.2.1 At least seventy-five (75) days prior to the commencement of such project, provide Franchisee with written notice of known facilities requiring such relocation; and

4.2.2 Provide Franchisee with copies of any plans and specifications pertinent to the requested relocation and a proposed temporary or permanent relocation for Franchisee's facilities; and

4.2.3 Meet with Franchisee, if requested, within ten (10) business days to discuss the scope, requirements and challenges of the relocation work.

4.3 After receipt of such notice and such plans and specifications and meeting, Franchisee shall complete relocation of its Cable Systems at no charge or expense to the City at least ten (10) days prior to commencement of the City's project or as otherwise agreed to in writing between the City and Franchisee.

4.4 If public funds are available to any other user of the Public Right of Way for the purpose of defraying the cost of any of the foregoing, the LFA shall notify Franchisee of such

funding and make available such funds to the Franchisee.

4.5 Failure to complete a relocation requested by the City in accordance with this Section 4.2 by the date included in the notice provided for thereby may subject Franchisee to liquidated damages as provided in Section 13 of this Franchise, except in the event Franchisee suffers a force majeure or other event beyond its reasonable control. Alternatively, should the LFA's Project be delayed as a result of Franchisee's failure to complete a relocation requested in accordance with this Section and provided Franchisee has not suffered a force majeure or other event beyond its reasonable control, then LFA may, at Franchisee's sole expense, have the Cable Systems relocated by LFA's contractor. In such event, Franchisee shall pay the cost of relocation within 30 days of submission of an invoice by the LFA. This Section shall only apply if applied in a non-discriminatory manner and it is necessary for all Cable Systems and appurtenances to be moved in the same location.

4.6 *Relocation at request of Third Party.* The Franchisee shall, upon reasonable prior written request of any Person holding a permit issued by the LFA to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Franchisee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Franchisee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

4.7 *Excavation and Notice of Entry.* During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. Franchisee shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the LFA or State law, including RCW 39.04.180, for the construction of trench safety systems.

Whenever Franchisee excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the LFA for a permit to do so in accordance with the ordinances and regulations of the LFA requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, Franchisee shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the LFA with plans, maps, and information showing the proposed and final location of any Facilities. In the event of an emergency where repairs are necessary to restore franchisee service after hours, Grantee will make best efforts to contact the City's Public Works Department prior to the repair, however, Grantee may initiate such emergency repairs, and shall give notification to the City no later than the next business day. Grantee shall thereafter apply for appropriate permits as deemed necessary by the City.

4.8 *Restoration of Public Rights of Way.* If in connection with permits or approvals from the LFA, or in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Right of Way,

the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Right of Way in accordance with any applicable permits or approvals by the LFA. Any such restorations shall, at a minimum, follow the street surface restoration provisions of the Camas Design Standards Manual or permit issued for the work, provided that all users of the LFA's Public Rights of Way are subject to the same provisions, and the LFA provides Franchisee copies of any applicable updates of the Camas Design Standards Manual.

4.9 *Safety Requirements.* The Franchisee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

4.10 *Trimming of Trees and Shrubbery.* The Franchisee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Franchisee's wires, cables, or other equipment. All such trimming shall be done at the Franchisee's sole cost and expense. The Franchisee shall be responsible for any damage caused by such trimming.

4.11 *Aerial and Underground Construction.* If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

4.11.1 *Undergrounding and Beautification Projects.* In the event all users of the Public Rights of Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Franchisee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Franchisee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Franchisee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project provided that such reimbursement is made available to other users of the Public Rights of Way, and provided further that the funding is eligible for such relocation reimbursement, or in the alternative, Franchisee and LFA may negotiate alternative

reimbursement options, which may include the LFA's assumption of unreimbursed right of way construction costs.

4.12 *Use of Area within the Right-of-Way.* Franchisee recognizes the need for the LFA to maintain adequate space for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the LFA and other public utility providers. Thus, the LFA reserves the right to maintain adequate space, or clear zones, within the public right-of-way for installation and maintenance of said utilities. The required space between utilities and/or the required space for future LFA-owned and other public utilities for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit in accordance with the LFA Engineering Design Standards Manual which identifies spacing requirements for all Franchise Utilities. If adequate space for the franchisee is unable to be achieved on a particular Right-of-Way segment, Franchisee shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing spacing between utilities as required by the LFA.

5. **SYSTEM FACILITIES**

5.1 *System Characteristics:* The parties acknowledge that Franchisee's Cable System meets or exceeds the following requirements:

5.1.1 The System is designed as an active two-way plant for subscriber interaction, if any, required for selection or use of Cable Service.

5.1.2 The System has protection against outages due to power failures, so that back-up power is available at a minimum for at least twenty-four (24) hours at each headend, and conforms to industry standards, and is in no event rated for less than four (4) hours, at each power supply site.

5.1.3 Interconnection. Franchisee shall not be required to Interconnect with any other cable system owned and operated by Franchisee or an affiliate of Franchisee, but will not restrict any other cable system from connecting to a LFA designated point of origin at which PEG programming can be received, if applicable and technically feasible without undue hardship on Franchisee. The other cable system shall bear the reasonable, actual cost of Interconnection.

5.2 *Emergency Alert System:* Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

6. TECHNOLOGICAL DEVELOPMENT REVIEW

Within sixty (60) days of the fifth anniversary of the effective date of this Franchise, the LFA may, but is not required to, conduct a limited review of the Franchise. The purpose of this public review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and community needs and interests, with consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the LFA and Grantee agree to make a full and good faith effort to participate in the review.

If, after completion of the review, the LFA and Grantee agree that the public interest will be served by modifying certain franchise obligations and extending the term of the Franchise, the Franchising Authority, with the expressed agreement of the Grantee, shall modify the obligations and extend the term of the Franchise accordingly.

7. FRANCHISE FEES

7.1 Payment to LFA: Franchisee shall pay to the LFA a Franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the Franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly Franchise fee remittances within 90 days following the close of the calendar year for which such payments were applicable.

7.1.1 Any franchise fee payment not received by LFA on or before the due date shall be subject to interest at the then-current rate set forth in RCW 19.52.020, which as of the effective date of this Agreement is twelve percent (12%) per annum from the due date to the date that such payment is made.

7.2 Supporting Information: Each Franchise fee payment shall be accompanied by a brief report prepared by a representative of Franchisee showing the basis for the computation.

7.3 Limitation on Franchise Fee Actions: The parties agree that the period of limitation for recovery of any Franchise fee payable hereunder shall be three (3) years from the date on which payment by Franchisee is due.

7.4 Audit of Franchise Fee Payments:

7.4.1 LFA, or its designee, may conduct an audit in relation to payments made by Franchisee no more than once every three (3) years during the Term. The audit period

shall not include the year in which the audit commenced. As a part of the audit process, LFA or LFA's designee may inspect Franchisee's books of accounts relative to LFA at any time during regular business hours and after thirty (30) calendar days prior written notice.

7.4.2 All records deemed by LFA or LFA's designee to be reasonably necessary for such audit shall be made available by Franchisee in a mutually agreeable format and location. Franchisee agrees to give its full cooperation in any audit and shall provide responses to inquiries within thirty (30) calendar days of a written request. Franchisee may provide such responses within a reasonable time after the expiration of the response period above so long as Franchisee has made a good faith effort to procure any such tardy response.

7.4.3 If the results of any audit indicate that Franchisee (i) paid the correct franchise fee, (ii) overpaid the franchise fee and is entitled to a refund or credit, or (iii) underpaid the franchise fee by four percent (4%) or less, then LFA shall pay the costs of the audit. If the results of the audit indicate Franchisee underpaid the franchise fee by more than four percent (4%), then Franchisee shall pay the reasonable, documented, third-party costs of the audit, which costs shall be limited to Five Thousand Dollars (\$5,000).

7.4.4 If the results of the audit indicate an overpayment or underpayment of franchise fees, the parties agree that such overpayment or underpayment shall be returned or offset against future payments if applicable, to the proper party within sixty (60) days, unless the audit findings are in dispute; provided, however, that Franchisee shall be required to remit underpayments to LFA together with interest at the rate specified in Subsection 7.1.

7.4.5 Any auditor employed by LFA shall not be compensated on a success based formula, e.g., payment based on a percentage on underpayment, if any. Franchisee shall be provided a reasonable opportunity to review the results of any audit and to dispute any audit results which indicate an underpayment to LFA.

7.5 *Bundled Services:* If Cable Services subject to the Franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the Franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of Franchisee in accordance with generally accepted accounting principles.

7.6 *Total Payment Obligation:* In addition to the franchise fee, or as an alternative to all or any part of the Franchise Fee, the City may impose a utility tax, business and occupation tax or other tax on the Grantee's Gross Revenues and there shall be no offset against Franchise Fees subject to applicable law. In such event, the City agrees that Grantee's total annual payment obligation to the City shall not exceed nine percent (9%) of Grantee's Gross Revenues during the initial Ten (10) year Term of this Agreement. After the initial Term of this agreement, the City may change the Total Payment Obligation

requirement to any amount statutorily authorized with 180 days notice to Franchisee.

8. CUSTOMER SERVICE

Customer Service Requirements are set forth in Attachment B, which shall be binding unless amended by written consent of the parties.

9. REPORTS AND RECORDS

9.1 *Open Books and Records:* Upon reasonable written notice to the Franchisee and with no less than thirty (30) business days written notice to the Franchisee, the LFA shall have the right to inspect Franchisee's books and records pertaining to Franchisee's provision of Cable Service in the Franchise Area at any time during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the LFA. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years from the date such books and records were created. Notwithstanding anything to the contrary set forth herein, and subject to the LFA's compliance at all times with the public records laws of the State of Washington, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Service Area. The LFA shall treat any information disclosed by Franchisee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof or in compliance with the public records laws of the State of Washington. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. §551.

9.2 *Records Required:* Franchisee shall at all times maintain:

9.2.1. Records of all written complaints sent by LFA for a period of ninety (90) days after receipt by Franchisee. The term "complaint" as used herein refers to complaints about any aspect of the Cable System or Franchisee's cable operations, except for selection of programming and related matters, including complaints about employee courtesy. Complaints recorded will not be limited to complaints requiring an employee service call;

9.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

9.2.3. Records of service calls for repair and maintenance for a period of ninety (90) days after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was

scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved; and

9.2.4. Records of installation/reconnection and requests for service extension for a period of ninety (90) days after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

10. INSURANCE AND INDEMNIFICATION

10.1 *Insurance:*

10.1.1 Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

10.1.1.1 Commercial General Liability Insurance in the amount of two million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Franchisee's Cable Service business in the LFA.

10.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage.

10.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the State of Washington.

10.1.1.4 Employers' Liability Insurance in the following amounts:

10.1.1.4.1 Bodily Injury by Accident: \$100,000; and

10.1.1.4.2 Bodily Injury by Disease: \$100,000 employee limit; and

10.1.1.4.3 Bodily Injury by Disease: \$1,000,000 policy limit.

10.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance.

10.1.3 Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

10.1.4 Each of the required insurance policies shall be with sureties qualified to do business in the State of Washington, with an A.M. Best Financial Strength rating of A- or better.

10.1.5 Maintain current level of required coverage, and within sixty (60) days of the effective date of this Franchise, Franchisee shall deliver to LFA Certificates of Insurance showing evidence of the required coverage.

10.2 *Indemnification:*

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its officers, agents, boards and employees, from and against any liability for damages or claims resulting from tangible property damage or bodily injury (including accidental death), to the extent proximately caused by Franchisee's negligent construction, operation, or maintenance of its Cable System, provided that the LFA shall give Franchisee written notice of its obligation to indemnify the LFA within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, Franchisee shall not indemnify the LFA, for any damages, liability or claims resulting from the willful misconduct or negligence of the LFA, its officers, agents, employees, attorneys, consultants, independent contractors or third parties or for any activity or function conducted by any Person other than Franchisee in connection with EAS, or the distribution of any Cable Service over the Cable System.

10.2.2 With respect to Franchisee's indemnity obligations set forth in Subsection 10.2.1, Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, Franchisee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA and the LFA does not consent to the terms of any such settlement or compromise, Franchisee shall not settle the claim or action but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

10.2.3 LFA shall hold harmless and defend Franchisee from and against and shall be responsible for damages, liability or claims resulting from or arising out of the willful misconduct or negligence of the LFA.

10.2.4 The LFA shall be responsible for its own acts of willful misconduct or negligence, or breach of obligation committed by the LFA for which the LFA is legally responsible, subject to any and all defenses and limitations of liability provided by law. The Franchisee shall not be required to indemnify the LFA for acts of the LFA which constitute willful misconduct or negligence, on the part of the LFA, its officers, employees, agents, attorneys, consultants, independent contractors or third parties.

11. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer

of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.32 above.

12. RENEWAL OF FRANCHISE

12.1 The LFA and Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12.2 In addition to the procedures set forth in said Section 626 of the Communications Act, the LFA shall notify Franchisee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of Franchisee under the then current Franchise term. The LFA further agrees that such assessments shall be provided to Franchisee promptly so that Franchisee has adequate time to submit a proposal under 47 U.S.C 546 and complete renewal of the Franchise prior to expiration of its term.

12.3 Notwithstanding anything to the contrary set forth herein, Franchisee and the LFA agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the LFA and Franchisee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the LFA may grant a renewal thereof.

12.4 Franchisee and the LFA consider the terms set forth in this Article 12 to be consistent with the express provisions of 47 U.S.C. 546.

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

13.1 *Liquidated Damages.* The LFA and Franchisee recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the LFA as a result of Franchisee's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the LFA and Franchisee agree that Franchisee shall pay to the LFA, the sum set forth below for each day or part thereof that Franchisee shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the LFA would suffer in the event of Franchisee's breach of such provisions of this Franchise.

13.1.1 Subject to the provisions below of written notice to Franchisee, a thirty (30) day right to cure period, the LFA may assess against Franchisee liquidated damages at a minimum of two-hundred fifty dollars (\$250.00) per day and a maximum of five hundred dollars (\$500) per day for any material breach of the Franchise, not to exceed a period of 120-days. In the

case of breaches of requirements measured on a monthly, quarterly or longer period (such as customer service standards), Grantee's cure period shall be no less than one such period. Liquidated damages, once they have been paid, shall be the exclusive and sole remedy of the LFA

13.1.2 The LFA shall provide Franchisee a reasonable extension of the thirty (30) day right to cure period described in Section 13.4 of this Franchise if Franchisee, in the sole discretion of the LFA taking into account the materiality of the breach, has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

13.1.3 If liquidated damages are assessed by the LFA, Franchisee shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

13.1.4 In the event Franchisee fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the LFA notifies Franchisee that there has been a violation. All similar violations or failures resulting from the same factual events affecting multiple Subscribers shall be assessed as a single violation.

13.2 The recovery of amounts under Section 13.1.1 of this Franchise shall not be construed to limit the liability of Franchisee under the Franchise, any bond, or an excuse for unfaithful performance of any obligation of Franchisee. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for LFA cost recovery purposes.

13.3 *Notice of Violation:* If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance in a reasonable time (for purposes of this Article, the "Noncompliance Notice").

13.4 *Franchisee's Right to Cure or Respond:* Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the LFA, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance and notify the LFA of the steps being taken and the date by which cure is projected to be completed. Upon cure of any noncompliance, LFA shall provide written confirmation that such cure has been effected.

13.5 *Public Hearing.* The LFA shall schedule a public hearing if the LFA seeks to continue its investigation into the alleged noncompliance in the event that: (1) Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by this Article, or (2) in the event that Franchisee has not remedied the alleged noncompliance within thirty (30) days or the date projected pursuant to Section 13.1 above. The LFA shall provide Franchisee at least thirty (30) business days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

13.6 *Enforcement:* Subject to applicable federal and state law, in the event the LFA, after the public hearing set forth in Section 13.5, determines that Franchisee is in default of any material provision of this Franchise, the LFA may:

13.6.1 Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

13.6.2 Commence an action at law for monetary damages or seek other equitable relief;

13.6.3 or In the case of a substantial material default of a material provision of the Franchise, seek to revoke the Franchise in accordance with Section 13.7

13.7 *Revocation:* Should the LFA seek to revoke this Franchise after following the procedures set forth above in this Article, including the public hearing described in Section 13.3., the LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have ninety (90) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Franchise at a second public hearing. The LFA shall cause to be served upon the Franchisee, at least thirty (30) business days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

13.7.1 At the designated hearing, Franchisee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

13.7.2 Following the public hearing, Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions in writing and thereafter the LFA shall determine (i) whether an event of default has occurred; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured or will be cured by the Franchisee. The LFA shall also determine whether to revoke the Franchise based on the information presented, or, where applicable, grant additional time to the Franchisee to affect any cure. If the LFA determines that the Franchise shall be revoked, the LFA shall promptly provide Franchisee with a written decision setting forth its reasoning. Franchisee may appeal such determination of the LFA to an appropriate court, which shall have the power to review the decision of the LFA *de novo*. Franchisee shall be entitled to such relief as the court finds appropriate.

13.7.3 The LFA may, at its sole discretion, take any lawful action which it deems appropriate to enforce the LFA's rights under the Franchise in lieu of revocation of the Franchise.

14. **MISCELLANEOUS PROVISIONS**

14.1 *Actions of Parties:* In any action by the LFA or Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

14.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns, and the promises and obligations herein shall survive the expiration date hereof.

14.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

14.4 *Force Majeure:* Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

14.4.1 Furthermore, the parties hereby agree that it is not the LFA's intention to subject Franchisee to enforcement proceedings including revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers, or where strict performance would result in practical difficulties and hardship being placed upon Franchisee which outweigh the benefit to be derived by the LFA and/or Subscribers.

14.5 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. General updates may be communicated electronically as appropriate and agreed to by both parties. Each party may change its designee by providing written notice to the other party.

Notices to Franchisee shall be mailed to: Comcast Cable

Attention: Government Affairs
11308 SW 68th Parkway
Tigard, OR 97223

Notices to the LFA shall be mailed to:

Attention: City Administrator
City of Camas
616 NE 4th Avenue
Camas, WA 98607

14.6 *Entire Agreement*: This Franchise and the Attachments hereto constitute the entire agreement between Franchisee and the LFA, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any ordinances or parts of ordinances that conflict with the provisions of this Agreement are superseded by this Agreement.

14.7 *Amendments*: Amendments to this Franchise shall be mutually agreed to in writing by the parties.

14.8 *Captions*: The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

14.9 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof; such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

14.10 *Recitals*: The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

14.11 *Modification*: This Franchise shall not be modified except by written instrument executed by both parties.

14.12 *Independent Review*: LFA and Franchisee each acknowledge that they have had the opportunity to receive legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Agreement.

14.13 *Competitive Equity*

14.13.1 The Grantee acknowledges and agrees that the LFA reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area; provided, the LFA agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or

conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

14.13.2 Notwithstanding any provision to the contrary, at any time that a non-wireless facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or customers, Cable Services or multiple Channels of Video Programming within the Franchise Area without a franchise or other similar lawful authorization granted by the LFA, then Grantee may seek modification as per Sub-section 14.14.1 above, or in the event the parties are not able to reach agreement to modify the Franchise as per Sub-section 14.14.1 above, then the term of Grantee's Franchise shall, upon ninety (90) days written notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of Grantee's notice.

Signed by the duly authorized representative of the parties as set forth below:

**Comcast Cable Communications
Management, LLC**

City of Camas
a Washington Municipal Corporation

By: _____

Steven C. Hogan, Mayor

Printed Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS

Attachment A: Cable Service to Public Buildings

Attachment B: Customer Service Standards

Attachment A

MUNICIPAL BUILDINGS IN CAMAS, WA, CURRENTLY PROVIDED GRATIS BASIC CABLE SERVICE BY COMCAST

CAMAS CITY HALL	616 NE 4TH AVE
CAMAS ANNEX BUILDING	528 NE 4TH AVE
CAMAS FIRE DEPT 42	4321 NW PARKER ST
CAMAS FIRE DEPT 41	323 NE FRANKLIN ST
CAMAS LIBRARY	625 NE 4TH AVE
CAMAS POLICE DEPARTMENT	2100 NE 3RD AVE
CAMAS OPERATIONS CENTER	1620 SE 8TH AVE
CAMAS LACAMAS LAKE LODGE	227 NE LAKE ROAD
PRUNE HILL ELEMENTARY (CAMAS SD)	1601 NW TIDLAND ST
DOROTHY FOX ELEMENTARY (CAMAS SD)	2623 NW SIERRA ST
JD ZELLERBACH ADMIN (CAMAS SD)	841 NE 22 ND AVE
LIFE SKILLS CENTER (CAMAS SD)	612 NE 2ND AVE
LACAMAS LAKE ELEMENTARY (CAMAS SD)	4600 NE GARFIELD ST
HELEN BALLER ELEMENTARY (CAMAS SD)	1950 NE GARFIELD ST
HAYES FREEDOM HIGH SCHOOL (CAMAS SD)	1612 NE GARFIELD ST
CAMAS HIGH SCHOOL (CAMAS SD)	26900 SE 15TH ST
GRASS VALLEY ELEMENTARY (CAMAS SD)	3000 NW GRASS VALLEY DR
WOODBURN ELEMENTARY (CAMAS SD)	2400 NE WOODBURN DR
SKYRIDGE MIDDLE SCHOOL (CAMAS SD)	5220 NW PARKER ST
ODYSSEY MIDDLE SCHOOL (CAMAS SD)	5001 NW NAN HENRIKSEN WAY
LIBERTY MIDDLE SCHOOL (CAMAS SD)	1612 NE GARFIELD ST
DISCOVERY HIGH SCHOOL (CAMAS SD)	5125 NW NAN HENRIKSEN WAY

Attachment B

CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Franchise area.

SECTION 1: DEFINITIONS

A. Respond: Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the subscriber is within one hundred twenty five (125) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.

B. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first-tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

C. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

D. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three (3%) percent of the time during any calendar quarter.

E. At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of the Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after an order has been placed.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after the order is placed.

At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls and other activities of a maximum four (4) hours scheduled time block during appropriate daylight available hours, usually beginning at 8:00 AM unless it is deemed appropriate to begin earlier by location exception. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall notify the LFA in the manner identified in Section 14 of the Agreement of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the LFA and each affected Subscriber in the Service Area have been given fifteen (15) days prior notice of the proposed Significant Outage. Notwithstanding the forgoing, Franchisee may perform modifications, repairs and upgrades to the Cable System between 12.01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual subscriber notice.

C. Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruptions or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving subscriber calls respecting Service Interruptions in the Service Area.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption or circumstances that prevent Franchisee from correcting the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection E. of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

At the Franchisee's option, the measurements and reporting above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

G. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

H. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue a credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

SECTION 5: CUSTOMER COMPLAINTS

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the LFA within five (5) business days. The Franchisee shall notify the LFA of those matters that necessitate an excess of five (5) business days to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The LFA may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions, which, in the normal course of business, are necessary to investigate the Customer's complaint and advise the Customer of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills must be itemized to describe Cable Services purchased by Subscribers and related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. Franchisee shall, without limitation as to additional line items, be allowed to itemize as separate line items, franchise fees, taxes and/or other governmentally imposed fees. The Franchisee shall maintain records of the date and place of mailing of bills.

B. Every Subscriber with a current account balance sending payment directly to Franchisee shall be given at least twenty (20) days, or as otherwise provided by Franchisee, from the date statements are mailed to the Subscriber until the payment due date.

C. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill which lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due except in accordance with Subsection 6.B. above.

D. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;
- (2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and
- (3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.
- (4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

E. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

F. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

G. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon request.

H. The Franchisee may provide all Subscribers with the option of paying for Cable Service by check or an automatic payment option where the amount of the bill is automatically deducted from a checking account designated by the Subscriber. Franchisee may, at its discretion, permit payment by using a major credit card on a preauthorized basis. Based on credit history, at the option of the Franchisee, the payment alternative may be limited.

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

A. The Franchisee may require refundable deposits from Subscribers 1) with a poor credit or poor payment history, 2) who refuse to provide credit history information to the Franchisee, 3) who rent Subscriber equipment from the Franchisee, or 3) as otherwise reasonably determined by Franchisee, so long as such deposits are applied on a non-discriminatory basis. The deposit the Franchisee may charge Subscribers with poor credit or poor payment history or who refuse to provide credit information may not exceed an amount equal to an average Subscriber's monthly charge multiplied by six (6). The maximum deposit the Franchisee may charge for Subscriber equipment is the cost of the equipment which the Franchisee would need to purchase to replace the equipment rented to the Subscriber.

B. The Franchisee shall refund or credit the Subscriber for the amount of the deposit collected for equipment, which is unrelated to poor credit or poor payment history, after one year and provided the Subscriber has demonstrated good payment history during this period. The Franchisee shall pay interest on other deposits if required by law.

C. Under Normal Operating Conditions, refund checks or credits will be issued within the next available billing cycle following the resolution of the event giving rise to the refund or credit, (e.g. equipment return and final bill payment).

D. Credits for Cable Service will be issued no later than the Subscriber's next available billing cycle, following the determination that a credit is warranted, and the credit is approved and processed. Such approval and processing shall not be unreasonably delayed.

E. Bills shall be considered paid when appropriate payment in full is received by the Franchisee or its' authorized agent. Appropriate time considerations shall be included in the Franchisee's collection procedures to assure that payments due have been received before late notices or termination notices are sent.

SECTION 8: RATES, FEES AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment (for example, a dog chew).

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty- four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history and credit

worthiness via an external credit agency.

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable effort to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. The Franchisee shall send annual notices to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Franchisee may be referred to the LFA.

D. All notices identified in this Section shall be by either:

- (1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or
- (2) A separate electronic notification.

E. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes (excluding sales discounts, new products or offers) and, subject to the forgoing, any changes in Cable Services, including channel line-ups. Such notice must be provided to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA including how and when the notice was or will be given to Subscribers.

F. The Franchisee shall provide information to all Subscribers about the following items, if applicable, at the time of installation of Cable Services, at any time upon request, and, subject to Subsection 10.E., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

- (1) Products and Cable Service offered;
- (2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees and other fees charged by the Franchisee related to Cable Service;

- (3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;
- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

G. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable and possible.

H. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

I. Every notice of termination of Cable Service shall include the following information:

- (1) The name and address of the Subscriber whose account is delinquent;
- (2) The amount of the delinquency for all services billed;
- (3) The date by which payment is required in order to avoid termination of Cable Service; and
- (4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.