



City Council Workshop Agenda
Monday, April 04, 2022, 4:30 PM
Council Chambers, 616 NE 4th Avenue

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To Participate Remotely:

OPTION 1 – Video & Audio (*able to public comment*)

Use Zoom app and Meeting ID – 928 0854 0814; or click <https://zoom.us/j/92808540814>

OPTION 2 – Audio-only (*able to public comment*)

By phone: 877-853-5257, Meeting ID – 928 0854 0814

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

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

For Public Comment:

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

If you have difficulty accessing the meeting, please call 360-817-7900 for assistance.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

1. [Fire Capital Improvement Plan](#)
[Presenter: Ron Schumacher, Fire Marshal](#)
[Time Estimate: 20 minutes](#)
2. [Fire Impact Fee Study Presentation](#)
[Presenter: Ron Schumacher, Fire Marshal](#)
[Time Estimate: 20 minutes](#)
3. [Professional Services Agreement Sunningdale Gardens Pump Station Construction Management](#)
[Presenter: Sam Adams, Utilities Manager](#)
[Time Estimate: 5 minutes](#)

4. [Stormwater Source Control Revisions, Camas Municipal Code \(CMC\) 14.04](#)
[Presenter: Steve Wall, Public Works Director and Jackie Caldwell, Stormwater Engineer](#)
[Time Estimate: 10 minutes](#)
5. [Citywide Janitorial Services](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 5 minutes](#)
6. [Camas Municipal Code Annual Amendments](#)
[Presenter: Madeline Sutherland, Planner](#)
[Time Estimate: 15 minutes](#)

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT



**CAMAS-WASHOUGAL FIRE DEPARTMENT
CITY COUNCIL MEETING**

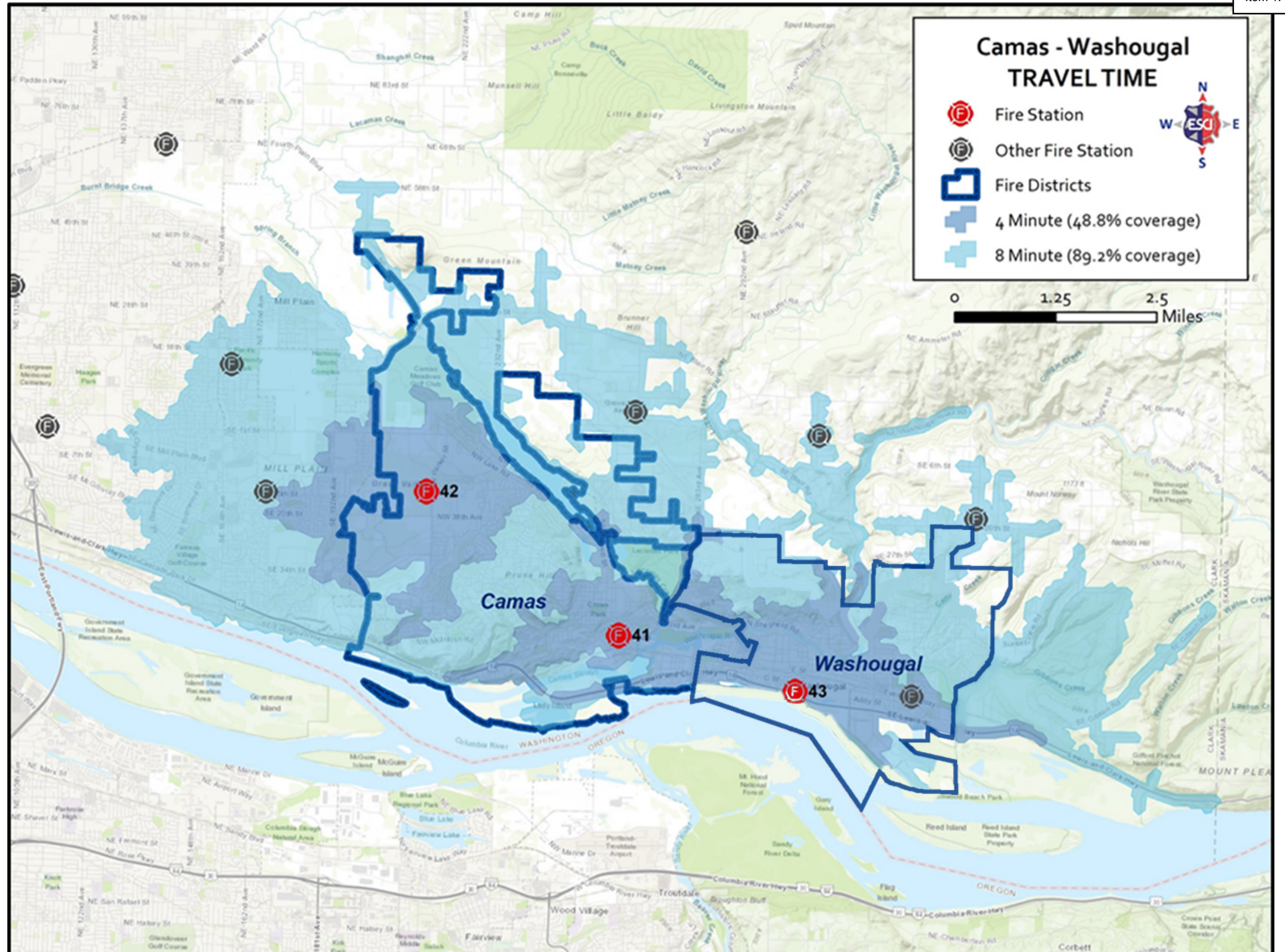
Camas City Council Meeting | 04.04.2022

TEAM



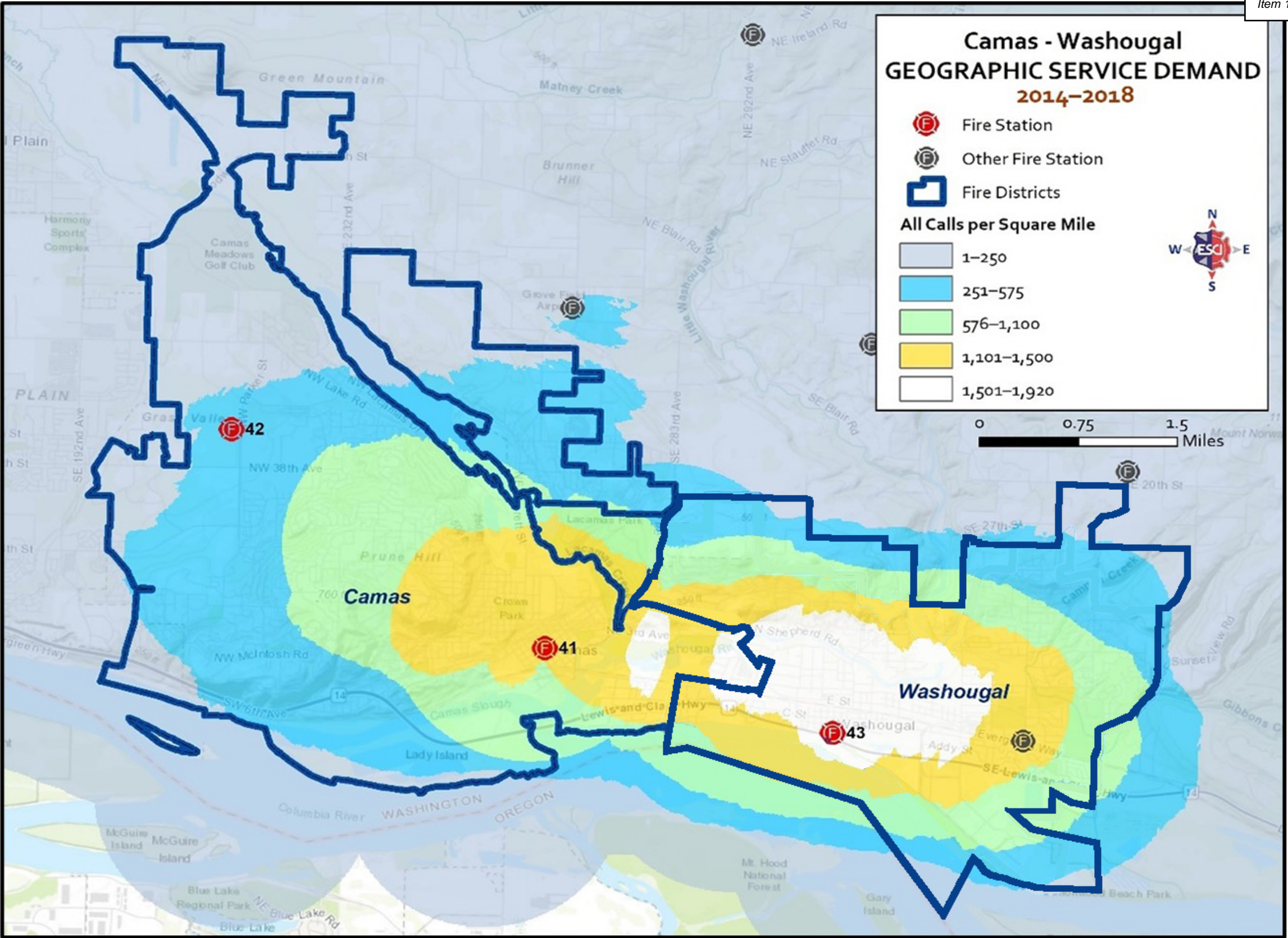
TRAVEL TIME COVERAGE

- Full page view of the 4-minute and 8-minute travel time map



INCIDENT LOCATION DENSITY

- Full page view of Figure 2 – the Incident Location Density



- Most growth occurs outside the existing fire station urban coverage reach
- The cities and Department should adopt a split coverage measure
 - Faster response in existing built-up areas
 - Longer response times in edge suburban and rural areas
- Added stations occur when the other areas substantially develop

EXISTING STATIONS



HEADQUARTERS STATION 41

Address: 616 NE 4th Avenue
Camas, WA 98607

Built in: 1960's; subsequent remodels

Deficiencies:

- No future growth opportunities
- No dedicated training room
- Does not meet seismic code for an essential facility
- Does not meet current ADA code requirements

NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS

NFPA SECTION	DESCRIPTION	COMPLIANCE
NFPA 1	Fire Suppression Sprinklers	Yes
NFPA 1221	Station Alerting Communication System	No
NFPA 1500	Smoke Detectors Carbon Monoxide Detectors	Yes Yes
NFPA 1581	Minimum Sleeping Area PPE Cleaning Area EMS Decontamination Area	No No No
NFPA 1851	Turnout Gear Storage UV Exposure Thermal Exposure	No No No
NFPA 1962	Fire Hose Storage and Maintenance	No

WASHINGTON ADMINISTRATIVE CODE

WAC SECTION	DESCRIPTION	COMPLIANCE
296-305-06507	1 hour separation between Apparatus Bay and Living Quarters	No
296-305-06509	Apparatus Bay Configuration and Clearance	No
296-305-06515	Hose Tower Configuration	No
296-305-06511	Indoor Air Quality	No



SATELLITE STATION 42

Address: 4321 NW Parker Street
Camas, WA 98607

Built in: 2001

Deficiencies:

- No direct exhaust capture system

NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS

NFPA SECTION	DESCRIPTION	COMPLIANCE
NFPA 1	Fire Suppression Sprinklers	Yes
NFPA 1221	Station Alerting Communication System	Yes
NFPA 1500	Smoke Detectors Carbon Monoxide Detectors	Yes Yes
NFPA 1581	Minimum Sleeping Area PPE Cleaning Area EMS Decontamination Area	Yes Yes Yes
NFPA 1851	Turnout Gear Storage UV Exposure Thermal Exposure	Yes Yes Yes
NFPA 1962	Fire Hose Storage and Maintenance	Yes

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296-305-06509	Apparatus Bay Configuration and Clearance	Yes
296-305-06515	Hose Tower Configuration	Yes
296-305-06511	Indoor Air Quality	No



SATELLITE STATION 43

Address: 1400 A Street
Washougal, WA 98671

Built in: 1974

Deficiencies:

- No future growth opportunities
- Does not meet seismic code for an essential facility
- Does not meet current ADA code requirements

NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS

NFPA SECTION	DESCRIPTION	COMPLIANCE
NFPA 1	Fire Suppression Sprinklers	No
NFPA 1221	Station Alerting Communication System	No
NFPA 1500	Smoke Detectors Carbon Monoxide Detectors	Yes Yes
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RECOMMENDATIONS

- Washougal Fire Station 43 will need to be replaced to meet current needs in the next two to three years.
- Ideally Camas Headquarters Station 41 could be moved to the west to shorten the coverage gap between it and Station 42.
- Camas Station 42 to remain in its current location and renovated in the next five to nine years.
- A brand new satellite station is required in the NW corner of Camas in the next five years. Another satellite station will be required midway down the north side of Lacamas Lake within the next nine years, for a total of two new satellite stations for Camas in the next five to nine years.
- Washougal will need add at least one, if not two more, fire stations at some point in the 2030s.

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments
	Exist	2021	2061	Exist	2021	2061	W	L	Area		Exist	2021	2061	
Department: Camas Washougal Fire Headquarters Station														
Apparatus Bay and Support Rooms	0	0	0								0	7658	7658	
Living Quarters and Administration	14	14	14								0	6642	6642	
Community / Training Rooms	0	0	0								0	1913	1913	
SUBTOTAL	14	14	14								0	16213	16213	
GENERAL CIRCULATION (20%)											0	3243	3243	
TOTAL BUILDING SQUARE FOOTAGE	14	14	14								0	19456	19456	0.45
TOTAL EXTERIOR REQUIREMENTS												14460	14460	0.33
TOTAL SITE REQUIREMENTS											0	33916	33916	0.78

Space / Room Use	Staffing Requirements			Space Requirements			Space Size			Room Type	Total Required Square Footage			Comments
	Exist	2021	2061	Exist	2021	2061	W	L	Area		Exist	2021	2061	
Department: Camas Washougal Fire Satellite Station(s)														
Apparatus Bay and Support Rooms	0	0	0								0	5526	5526	
Living Quarters and Administration	8	8	8								0	4402	4402	
Community / Training Rooms	0	0	0								0	1031	1031	
SUBTOTAL	8	8	8								0	10959	10959	
GENERAL CIRCULATION (20%)											0	2192	2192	
TOTAL BUILDING SQUARE FOOTAGE	8	8	8								0	13151	13151	0.30
TOTAL EXTERIOR REQUIREMENTS												7980	7980	0.18
TOTAL SITE REQUIREMENTS											0	21131	21131	0.49

Fire Stations required in the next 8 - 10 years:

- **Replace Washougal Station 43** - in the next two to three years.
- **Replace HQ Station (Station 41)** - in the next two to three years.
- **Future Brand New Satellite Station in Camas (NE)** - when the future infrastructure is assumed to be in the 5-9 year period.

	Building SF	Lowest Bid (Without Tax)	Cost Per SF
VFD Station 02 (July 2016)	13,367 SF	\$5,052,739.17	\$378.00/SF
VFD Station 11 (March 2021)	14,789 SF	\$7,120,393.59	\$481.46/SF
Station 61	20,750 SF	\$8,051,854	\$388.04 / SF
Station 61 Shop	7,425 SF	\$3,074,759	\$414.08 / SF
Averages	14,083 SF	\$5,824,936.44	\$413.61 / SF

Cost Factors:

- 8.5% Tax (As of April 2021)
- Median Bid - \$504/SF
- 27% Increase (Normally 30-35%)
- Additional Site Work

Camas-Washougal Capital Improvement Plan - Project Cost Summary

<i>Rev. 09/22/2021</i>		
	<i>Headquarters Station</i>	<i>Satellite Station</i>
Construction Cost:	19,456 SF x \$500-\$550 / SF = \$9,728,000 - \$10,700,800	13,151 SF x \$500 - 550 / SF = \$6,575,500 - \$7,233,050
Consultant Costs (Geotechnical Engineer; Surveyor; Architect and Engineering Fee etc.)	30% of Construction Cost: = \$2,918,400 - \$3,210,240	30% of Construction Cost: = \$1,972,650 - \$2,169,915
Owner Costs (Permit and SDC Fees, Furniture and Fixtures etc.)		
Total Project Cost:	\$12,646,400 - \$13,911,040	\$8,548,150 - \$9,402,965

Existing Apparatus Assessment (Based on Master Plan):

- Well maintained, but aging
- Three out of the four front line engines are at the end of their normal lifespan of a fire engine and are typically recommended to be put in a reserve status
- Accumulation of high mileage
- Updated technology with integration with tap out system

Fire Department's Replacement Vehicles In The Next 10 Years:

- **(4) Four Engines** - ea @ \$735,000
- **(1) A Ladder Truck** - one @ \$1,050,000
- **(4) Four Rescue Tools** - ea @ \$40,000
- **(2) Two Brush Rigs** - ea @ \$150,000

Q&A

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City of Camas City of Washougal Fire Impact Fee Study

Item 2.



**PRESENTATION TO CITY OF CAMAS CITY COUNCIL
APRIL 4, 2022**

**Todd Chase, Principal
Martin Chaw, Project Manager**



Agenda

Item 2.



WHAT IS AN IMPACT
FEE?



CURRENT FEE
STRUCTURE



RESULTS



What is a Fire Impact Fee?

An Impact Fee:

- Imposed upon development as a condition of development approval
- Pays for fire facilities needed to serve new growth and development, and that are reasonably related to the new development that creates additional demand and need for public facilities
- Represents a proportionate share of the cost of the public facilities



Statutory Basis

Authorized by the Growth Management Act

- RCW 82.02

RCW 82.02.050(2)

- “The financing for system improvements to serve new development must provide for a **balance between impact fees and other sources of public funds** and cannot rely solely on impact fees”



Statutory Basis

RCW 82.02.050(3)

- System improvements must be **reasonably related** to the new development
- Impact fees cannot exceed a **proportionate share** of system improvement costs
- System improvements must **reasonably benefit** the new development



Statutory Basis

RCW 82.02.060(3)

- Credit for the value of system improvements that developers are required to make

RCW 82.02.070

- “Earmarked . . . and retained in special interest-bearing accounts”
- “Expended **only in conformance with the capital facilities plan element of the comprehensive plan**”
- **Ten-year limit** on spending

Calculation Framework

$$\text{Fire Impact Fee} = \frac{\text{allocable capital cost}}{\text{applicable customer base}}$$

Numerator should represent total fire capital costs of serving the customer base growth in the denominator.

Denominator should represent total customer base growth that will be served by the projects in the numerator.



Current Fee Structure

	Land Use	Camas	Washougal
Adopted	Single-Family Residential	\$0.20 per SF	\$502.00 per DU
	Non-SFR	\$0.40 per SF	\$0.31 per SF
Indexed to 2020	Single-Family Residential	\$0.30 per SF	\$760.57 per DU
	Non-SFR	\$0.61 per SF	\$0.47 per SF

Fee not standardized between cities of Camas and Washougal

Mostly per square feet of development

Doesn't differentiate between non-SFR land use types

Multifamily classified as non-SFR



Allocable Capital Cost

Total Capital
Needs
\$35.1M



Capital Needs
Allocable to Service
Future Growth
\$22.7M

What is included:

Repl Satellite Station (2023): \$8.2M
 HQ Building (2025): \$12.9M
 New Satellite Station: (2029) \$9.2M
 New Engines (4): \$3.1M
 Ladder Truck (1): \$1.1M
 Rescue Tools (4): \$168,000
Brush Rigs (2): \$315,000
 Total: \$35.1M

What is included:

Repl Satellite Station (2023): \$3.5M*
 HQ Building (2025): \$5.5M*
 New Satellite Station: (2029) \$9.2M
 New Engines (4): \$3.1M
 Ladder Truck (1): \$1.1M
 Rescue Tools (4): \$72,000*
Brush Rigs (2): \$134,000*
 Total: \$22.7M

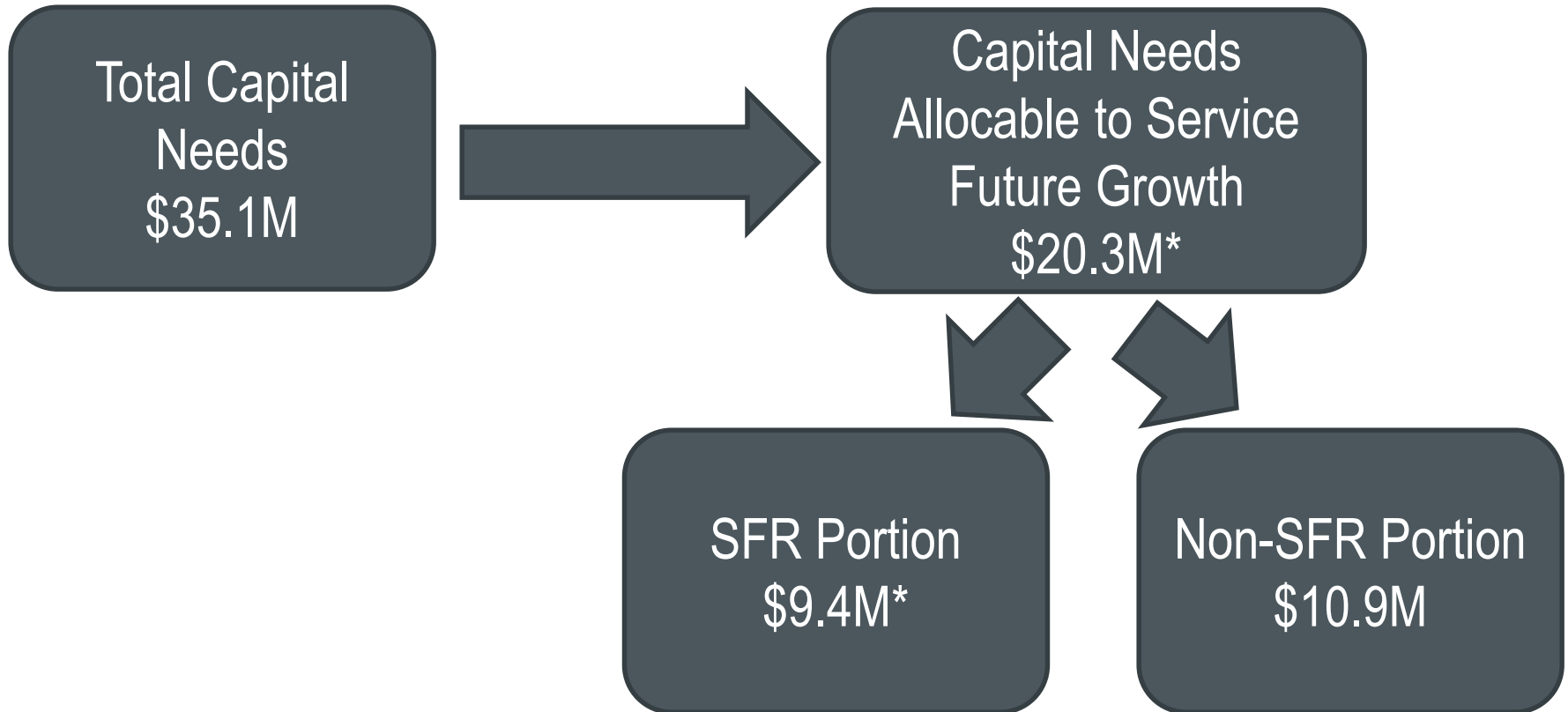
SFR share: \$11.8M**

Non-SFR share: \$10.9M**

*adjusted for growth in incidents attributable to future growth

**based on no. of incidents

Allocable Capital Cost



**Adjusted Capital Needs
allocable to growth: \$20.3M**

*Original allocation of \$11.8M to SFR based on # of incidents; Adjusted by 20% for indoor fire sprinklers



Distribute Costs by Customer Class

SFR Portion
\$9.4M*

Non-SFR Portion
\$10.9M

**Adjusted Capital Needs
allocable to growth: \$20.3M**

**Costs are
proportionately
allocated based on
forecasted number of
incidents and facility
growth (sft)**

SFR: \$9.4M

MFR: \$0.4M

Comm: \$4.8M

Indust: \$1.1M

Asst.Living: \$4.6M

Medical: \$0.1M

*Original allocation \$11.8M; Adjusted by 20% for indoor fire sprinklers



Calculate Impact Fee by Customer Class

Baseline (No Bonding):
Total cost basis including
new fire stations and fire
head quarters

SFR Portion
 \$9.4M*
 (no station bonding)

Non-SFR Portion
 \$10.9M
 (no station bonding)

Adjusted Capital Needs
allocable to growth: \$20.3M

Allocated costs are
divided by forecasted
growth (sf) to determine
proposed FIF

SFR: \$0.68/sf

MFR: \$0.37/sf

Comm: \$2.19/sf

Indust: \$0.15/sf

Asst.Living: \$41.74/sf

Medical: \$0.81/sf

*Original allocation \$11.8M; Adjusted by 20% for indoor fire sprinklers



Calculate Impact Fee by Customer Class

**Baseline Option (w Bonds):
Reduce cost basis by bond
funding new fire stations
and fire head quarters**

SFR Portion
\$1.8M*
(station bonding)

Non-SFR Portion
\$2.1M
(station bonding)

**Adjusted Capital Needs
allocable to growth: \$3.9M**

**Allocated costs are
divided by forecasted
growth (sf) to determine
proposed FIF**

SFR: \$0.13/sf

MFR: \$0.07/sf

Comm: \$0.43/sf

Indust: \$0.03/sf

Asst.Living: \$8.10/sf

Medical: \$0.16/sf

*Original allocation \$11.8M; Adjusted by 20% for indoor fire sprinklers



FIF Baseline + Options

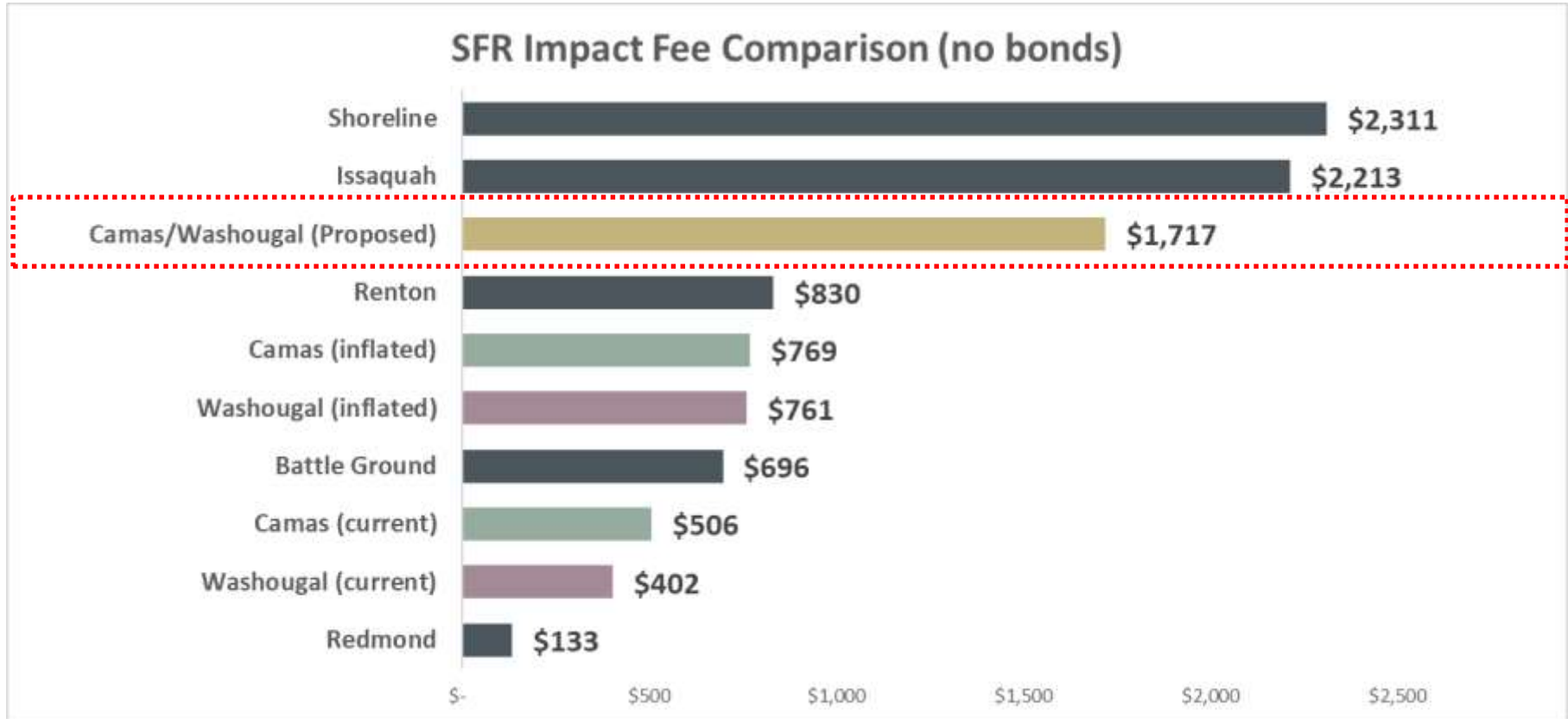
Class	Baseline		Grouping 1		Grouping 2		Grouping 3		Grouping 4	
SFR	\$0.68	\$0.13	\$0.68	\$0.13	\$0.68	\$0.13	\$0.68	\$0.13	\$0.68	\$0.13
MFR	\$0.37	\$0.07	\$0.37	\$0.07	\$0.37	\$0.07	\$0.37	\$0.07	\$0.37	\$0.07
Comm	\$2.19	\$0.43	Incl in all other		Incl in all other		Incl in all other		Incl in all other	
Indust	\$0.15	\$0.03	\$0.15	\$0.03	Incl in all other		Incl in all other		\$0.15	\$0.03
Asst Living	\$41.74	\$8.10	Incl in all other		Incl in all other		\$41.74	\$8.10	\$41.74	\$8.10
Medical	\$0.81	\$0.16	Incl in all other		Incl in all other		Incl in all other		Incl in all other	
All Other	n/a	n/a	\$2.00	\$0.39	\$0.88	\$0.17	\$0.50	\$0.10	\$1.05	\$0.20
Overall Average	\$0.76	\$0.15	\$0.76	\$0.15	\$0.76	\$0.15	\$0.76	\$0.15	\$0.76	\$0.15

Rates in blue indicate bond funding option

Rates presented are charges per square foot

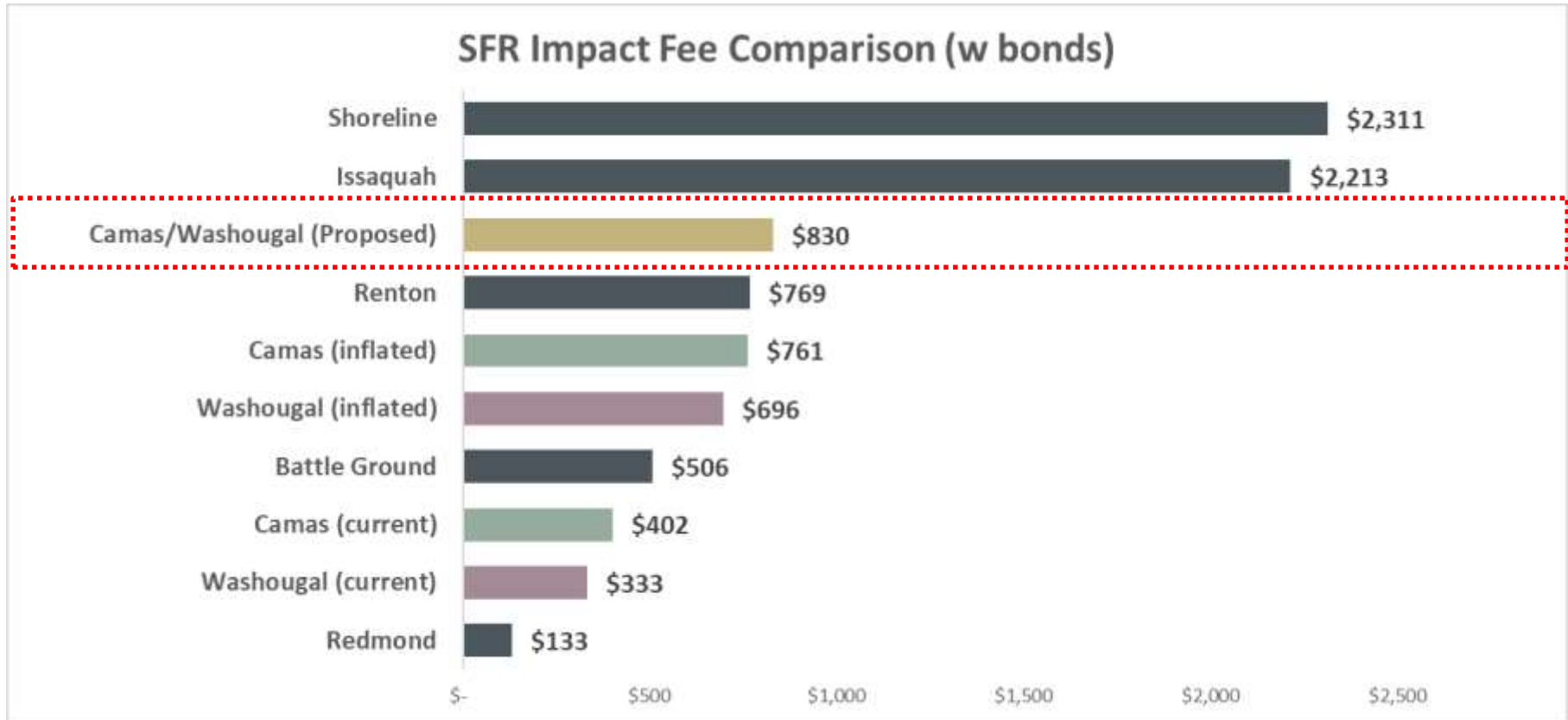
4 alternative customer class groupings offered to mitigate increases to specific customer classes

Interjurisdictional Comparison (No Bonds)



*Camas fee based on average size of single-family residence (~2,500sft)

Interjurisdictional Comparison (with Bonds)



**Camas fee based on average size of single-family residence (~2,500sft)*



Conclusion and Next Steps

- ◆ **City Council questions?**

- ◆ **Next steps: FCS GROUP to make same presentation to Washougal City Council**

- ◆ **Steps to implement (each City Council)**
 - Step 1: City Council adopt updated Fire CIP
 - Step 2: City Council adopt supporting impact fee (and preferred option)
 - Can be approved in separate meetings or during same meeting, but should be done in sequence

Thank you!

Todd Chase, Principal
(503) 374-0676

**Martin Chaw, Project
Manager**
(425) 274-2853

www.fcsgroup.com



FIF Baseline + Options

Item 2.

Assumes Land Only for new satellite station

Class	Baseline		Grouping 1		Grouping 2		Grouping 3		Grouping 4	
SFR	\$0.42	\$0.13	\$0.42	\$0.13	\$0.42	\$0.13	\$0.42	\$0.13	\$0.42	\$0.13
MFR	\$0.23	\$0.07	\$0.23	\$0.07	\$0.23	\$0.07	\$0.23	\$0.07	\$0.23	\$0.07
Comm	\$1.36	\$0.43	Incl in all other		Incl in all other		Incl in all other		Incl in all other	
Indust	\$0.09	\$0.03	\$0.09	\$0.03	Incl in all other		Incl in all other		\$0.09	\$0.03
Asst Living	\$25.87	\$8.10	Incl in all other		Incl in all other		\$25.87	\$8.10	\$25.87	\$8.10
Medical	\$0.50	\$0.16	Incl in all other		Incl in all other		Incl in all other		Incl in all other	
All Other	n/a	n/a	\$1.24	\$0.39	\$0.55	\$0.17	\$0.31	\$0.10	\$0.65	\$0.20
Overall Average	\$0.47	\$0.15	\$0.47	\$0.15	\$0.47	\$0.15	\$0.47	\$0.15	\$0.47	\$0.15

Rates in blue indicate bond funding option

Rates presented are charges per square foot

4 alternative customer class groupings offered to mitigate increases to specific customer classes



Staff Report

April 4, 2022 Council Workshop

Professional Services Agreement, Sunningdale Gardens Pump Station Construction Management
Presenter: Sam Adams, Utilities Manager
Time Estimate: 5 minutes

Phone	Email
360.817.7003	sadams@cityofcamas.us

BACKGROUND: The existing Sunningdale Gardens Pump Station was originally built in 1996. The 2017 Condition Assessment identified substantial corrosion and age-related issues with this station. To improve the reliability and capacity of the station, the City proposes replacement of the existing pumps, control panel and equipment including emergency generator.

SUMMARY: Grayling Engineers has completed the 100% design plans for the Sunningdale Gardens Pump Station project. City staff will provide most of the day to day construction management during the project, but Staff has asked Grayling to provide support during the bidding process and to provide some support services during construction. Grayling has very detailed knowledge of the project and will bring much needed support.

EQUITY CONSIDERATIONS:

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

Provide additional support to City staff during construction.

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

N/A

How have communities been engaged? Are there opportunities to expand engagement?

Staff will provide information regarding the project prior to and during construction to adjacent homeowners.

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

This item will benefit City staff by providing additional help during construction.

What are the strategies to mitigate any unintended consequences? N/A

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

N/A

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

No

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

N/A

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

Staff will monitor the consultant's invoices and get weekly updates from them during construction.

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

It supports the 2017 Condition Assessment that identified this sewer lift station as needing upgrades.

BUDGET IMPACT: This professional services agreement for construction management is for \$75,835. The Sewer Fund has budget available within the professional services line item to pay for these services.

RECOMMENDATION: This item is for Council information only. Staff recommends this item be placed on the April 18, 2022 Consent Agenda for Council consideration.

EXHIBIT A - SCOPE OF WORK**CITY OF CAMAS
SUNNINGDALE GARDENS PUMP STATION R&R CM
MARCH 2022**

Proposed Scope of Work

Grayling Engineers (Grayling) has developed the following scope of work for the City of Camas (City) for the Sunningdale Gardens Pump Station Repair and Rehabilitation (R&R) project. Installed in 1996, the Sunningdale Gardens Pump Station is a sanitary pump station serving the Sunningdale Gardens subdivision. The pump station is located within a residential neighborhood at 4042 NW Dahlia Loop Camas, WA 98607.

The goal of the project is to rehabilitate and upgrade the mechanical and electrical equipment at this existing pump station. This scope of work is for construction phase services.

Task 1 – Project Management

This task includes correspondence and coordination with the City, tracking and updating the delivery schedule, and tracking the project budget. Included with this task are email and phone correspondence, preparation of monthly invoices, and preparation of monthly progress reports.

Assumptions

- This task does not include in-person meetings.

Deliverables

- Monthly invoices
- Monthly progress reports

Task 2 – Construction Services

This task consists of professional engineering services during construction. Work within this task is further divided into subtasks as described below.

Subtask 2.1 - Construction Management

Grayling will assist the City with administering the construction contract. Work includes the following:

- Reviewing insurance and bidder responsibility criteria documentation.
- Issuing Notice to Proceed (NTP) to the contractor.
- Scheduling and attending a pre-construction meeting with City, contractor, and subconsultants.
- Reviewing product submittals from the contractor.
- Schedule weekly phone meetings with the City and the contractor to monitor progress.
- Reviewing pay applications and making recommendations for payment.
- Reviewing and responding to RFIs.
- Maintain submittal and RFI log.
- Prepare meeting agendas and summaries.

Assumptions

- Construction is anticipated to last 16 weeks.
- 96 hours have been allocated for this task.
- The contractor will submit 5 payment applications.

Deliverables

- Letters, meeting agendas and summaries, and reviewed submittals as described above.

Subtask 2.2 - Construction Observation

Grayling will perform periodic site visits during the course of construction and at milestones to observe and document the work, monitoring the contractor's compliance and conformance with the contract documents. For budgeting purposes, sixteen (16) site visits are assumed. Anticipated milestones are as follows:

- Establishment of bypass pumping activities,
- Prior to wet well coating,
- Prior to pipe coating activities,
- Pump station commissioning and start-up,
- Pre-final walkthrough for substantial completion,
- Final walkthrough for project closeout.

Work not in compliance with the contract documents will be brought to the contractor's attention. Observation reports documenting site visits and communications with the contractor will be prepared and submitted to the City.

Assumptions

- Day-to-day observation and contractor coordination will be handled by the City.
- Commissioning and start-up will take place in two days.
- Additional site visits may be made upon written approval from the City.

Deliverables

- Observation reports
- Pre-final walkthrough letter with punchlist
- Final walkthrough letter

Subtask 2.3 - Record Drawings and O&M Manual

Grayling will prepare record drawings documenting final conditions following construction. Items include the following:

- Final elevations and measurements of the installed structures and facilities.
- Any changes made to pipe material, slope, length of pipe, finished grade, etc.

Grayling will assemble an Operations and Maintenance (O&M) Manual for City review. A hard copy and electronic copy of the manual will be provided to the City.

Assumptions

- The contractor will document changes and provide as-built drawings to Grayling.
- The contractor will submit individual O&M manuals for the equipment supplied as required under Special Provision 1-05.8(2).
- Mylar copies are not required.

Deliverables

- Two (2) hard copies of record drawings delivered to the City.
- One (1) hard copy of the O&M Manual.
- Electronic copy of record drawings and O&M Manual.

Task 3 – Subconsultant Services

Grayling will subcontract with R&W Engineering for electrical engineering. The following subtasks summarize the subcontractor's scope of work.

Subtask 3.1 - Electrical Engineering

R&W Engineering will provide electrical engineering services during construction. A list of services is provided below.

- Attend (1) pre-construction meeting, if requested.
- Review electrical system submittals. Our budget is based on (1) original submittal and up to (2) resubmittals.
- Answer contractor's electrical questions/RFIs. Our budget is based on a maximum of (10) electrical RFIs/RFC's during the construction phase.

- Help prepare electrical-related change orders (COs). Our budget is based on the preparation of up to (2) change order requests.
- Provide up to (2) site visits during construction to review construction progress and answer contractor questions. These site visits are outside of the final walk-through site visit.
- Attend a final project walk-through and prepare an electrical punch list for contractor corrections.
- Review electrical portions of contractor O&M Manuals. Our budget is based on (1) original O&M Manual submittal and (1) resubmittal.
- Prepare electrical record drawings after construction is complete. Provide electronic copies of record drawings in AutoCAD and PDF format.

Assumptions

- Meetings are assumed to be 2-hours in length.
- All equipment commissioning and programming will be provided by others.
- Electrical submittal review budget is based on receiving the original electrical submittal(s) in no more than two, separate packages. “Piece-meal” submittals take longer to review and may require an additional fee.
- Any required additional time for items in excess of the above assumptions for Contractor questions, RFI’s/RFC’s, CO’s, and submittal reviews (including O&M’s) may require additional fee.
- Record drawings will be created based on red-line marked-up (“as-built”) drawings from the contractor. If no red-lines are provided, it will be assumed that no deviations from the design drawings were constructed.
- Programming of PLC, OIT and/or SCADA modifications are not included. R&W Engineering can provide these services, if desired. A separate proposal/fee can be provided, if these services are requested.

Deliverables

- Letters, meeting agendas and summaries, and reviewed submittals as described above.

Subtask 3.2 - Structural Engineering

Otak to provide calculations and hand sketches for a concrete slab for anchoring a new 50kW diesel generator at the Sunningdale Gardens Pump Station. During construction, Otak will review contractor’s generator submittal and provide stamped calculations and hand sketches for seismic anchorage of the selected unit.

Assumptions

- Grayling to incorporate the slab details into their plan sheets.
- Only one review and one analysis is required for anchorage design.

Deliverables

- Design sketches.
- Reviewed submittals.

Exclusions

- Services and deliverables not defined herein.

Estimated Fee

The total estimated fee based on the scope of work described herein is **\$75,835**. Work will be invoiced monthly on a time and materials basis, not to exceed the agreed upon total without prior approval from the City. Please refer to **Exhibit B** for a detailed breakdown of the estimated fee by task.

Schedule

Professional engineering services are assumed to begin in March of 2022 and be substantially completed by December 31, 2022. Outlined below is a schedule of the anticipated project milestones.



**EXHIBIT B - FEE ESTIMATE
CITY OF CAMAS
SUNNINGDALE GARDENS PUMP STATION R&R CM
MARCH 2022**

Task	Description	Senior Engineer	PM / CM	Design Engineer III	Design Engineer I	Total Hours	Labor Cost	Expenses		Subconsultants		Total
		\$200	\$165	\$165	\$115			Mileage	Printing	R&W Engineering	Otak	
1	Project Management	16	20	40	0	76	\$ 13,100	\$ -	\$ -	\$ -	\$ -	\$ 13,100
1.1	Project Management	16	20	40	0	76	\$ 13,100					\$ 13,100
2	Construction Services	22	76	72	112	282	\$ 41,700	\$ 320	\$ 200	\$ -	\$ -	\$ 42,220
2.1	Construction Management	12	60	24		96	\$ 16,260	\$ 20				\$ 16,280
2.2	Construction Observation	8	12	36	96	152	\$ 20,560	\$ 300				\$ 20,860
2.3	Record Drawings and O&M Manual	2	4	12	16	34	\$ 4,880		\$ 200			\$ 5,080
3	Subconsultant Services	0	0	10	0	10	\$ 1,650	\$ -	\$ -	\$ 15,785	\$ 3,080	\$ 20,515
3.1	Electrical Engineering			8		8	\$ 1,320			\$ 15,785		\$ 17,105
3.2	Structural Engineering			2		2	\$ 330				\$ 3,080	\$ 3,410
	Total	38	96	122	112	368	\$ 56,450	\$ 320	\$ 200	\$ 15,785	\$ 3,080	\$ 75,835



Staff Report

April 4, 2022 Council Workshop Meeting

Stormwater Source Control Revisions, CMC 14.04

Presenter: Steve Wall, Public Works Director and Jackie Caldwell, Stormwater Engineer

Time Estimate: 10 min

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City’s Stormwater National Pollutant Discharge Elimination System (NPDES) Permit mandates the City adopt an ordinance requiring the application of what are referred to as “Source Control Best Management Practices (BMP)” for pollutant generating sources associated with existing land uses and activities. A BMP may be an activity, a maintenance procedure, a physical or structural device, or a management practice used to prevent or reduce the release of pollutants into stormwater. The Source Control ordinance is required to be in place no later than August 1, 2022.

SUMMARY: Staff has drafted the attached revisions to Camas Municipal Code, Chapter 14.04, including a change in name of the Chapter to “Water Resources Protection”. The current Code provides important regulations regarding illicit discharges (discharges to the City’s system other than stormwater), but the revisions in the attached draft will broaden the Chapter to include both illicit discharges and BMPs, and to meet the requirements of the City’s Permit. The revised Chapter 14.04 will enable the City to meet its obligation to implement a source control program that includes inspections of pollutant generating sources at publicly and privately owned institutional, commercial and industrial sites and enforcement of implementation of the required BMPs.

EQUITY CONSIDERATIONS:

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

This Municipal Code revision will help enforce the implementation of required BMPs to control pollution discharge into the City’s stormwater system.

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

The City’s NPDES Permit requires adoption of a Source Control Program.

How have communities been engaged? Are there opportunities to expand engagement?

Clark County Public Health performed inspections at commercial and industrial properties in the City in previous years under the Pollution Prevention Assistance (PPA)

program. The PPA specialists offer free, hands-on assistance to help businesses find and resolve potential pollution issues (no formal enforcements).

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

Limiting pollution discharge will benefit the general public, environment and natural resources. Providing businesses and establishments technical recommendations on source control BMPs through inspections will reduce pollution discharge and help the owner resolve onsite pollution issues.

What are the strategies to mitigate any unintended consequences?

The business owners may find it intrusive. However, the intent is to use education and outreach strategies first and start by offering the business owners technical assistance on any drainage or pollution generating issues they may have on their property.

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

N/A

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

N/A

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

The businesses may deny entry at time of inspection and may not want to implement the recommended source control BMPs. In these types of situations, staff will continue educating and working with the business to help them understand the importance of the topic and ultimately that changes are a requirement of the City and the State.

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

Staff will keep records of all inspections, follow ups, denials and re-inspections. Staff will perform follow up inspections to ensure the recommended BMPs are implemented.

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

This code revision will help us meet the NPDES Permit requirements.

BUDGET IMPACT: This code revision has no budget impacts. Existing staff will be used to develop, implement and monitor the program.

RECOMMENDATION: This item is for Council's information only. Staff recommends Council approve the revisions to CMC Chapter 14.04 at the April 18, 2022 Regular Council Meeting

Chapter 14.04 - WATER RESOURCES PROTECTION

14.04.010 - Purpose.

The Washington State Department of Ecology (DOE) issued the Western Washington Phase II Municipal Stormwater Permit (hereafter referred to as the DOE Permit) to designated municipalities throughout the state on February 16, 2007. DOE routinely updates and issues new permits on a regular cycle to municipalities. The DOE Permit specifically defines what are considered prohibited non-stormwater illicit discharges, dumping, and illicit connections.

In order to meet the Federal Clean Water Act and DOE's requirements to protect the environment, the city has adopted regulations for identifying what is allowed and what is prohibited for discharging into waters of the State.

The purpose of this Chapter is to protect the City's surface and groundwater quality by identifying allowable discharges and providing minimum requirements for reducing and controlling the discharge of contaminants and stormwater flows. This is necessary to protect the health, safety and welfare of the residents of the City and the integrity of the City's resources for the benefit of all.

14.04.020 - Applicability.

The provisions of this chapter shall apply to all new and existing development, public and private. The provisions of this chapter shall also apply to the maintenance responsibility of existing stormwater facilities.

- 1.Meeting the requirements of this chapter is the joint and severable responsibility of the owner(s) of the site and the person(s) responsible for maintenance on both new and existing facilities.
- 2.The responsible city official is authorized to enforce the provisions of this chapter.
- 3.The City recognizes that the implementation of successful pollution control practices is most likely through a pollution prevention education effort for intuition sites, commercial sites, industrial sites and the general public. The City will primarily rely on education and technical assistance to show individuals how to implement pollution control practices. Enforcement actions will normally be implemented when education and technical assistance measures are unsuccessful at protecting the public interest or when a person willfully contaminates the water resources of the City.

14.04.030 - Statutory authority.

The city adopts this chapter as, required, under the Department of Ecology Western Washington Phase II Municipal Stormwater Permit issued on January 17, 2007, effective February 16, 2007, with an expiration date of February 15, 2012.

14.04.040 - Severability.

If any provision of this title or its application to any person or circumstances is held invalid, the remainder of this title, or the application of the provision to other persons or circumstances, shall not be affected.

14.04.050 - Acronyms and definitions.

Acronyms

For the purpose of this chapter the following shall apply:

AKART	All Known, Available and Reasonable method of prevention, control, and Treatment
BMPs	Best Management Practices
CWA	Clean Water Act
The City	City of Camas
DOE	Washington State Department of Ecology
EPA	U.S. Environmental Protection Agency
DOE Manual	Latest edition of Ecology's Stormwater Management Manual for Western Washington
MEP	Maximum Extent Practicable
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DOE Permit	Western Washington Phase II Municipal Stormwater Permit
PGIS	Pollutant Generating Impervious Surfaces
RCW	Revised Code of Washington State
CMC	Camas Municipal Code
WAC	Washington Administrative Code
WSDOT	Manual Washington State Department of Transportation Highway Runoff Manual

Definitions

For the purpose of this chapter the following shall apply:

AKART — All known, available, and reasonable methods of prevention, control, and Treatment. See also the State Water Pollution Control Act, sections 90.48.010 RCW and 90.48.520 RCW.

Best Management Practices (BMPs) — Those physical, structural and managerial practices, and prohibitions of practices, that, when used singly or in combination, control stormwater runoff peak flow rates and volumes and prevent or reduce pollution of surface water or groundwater.

Clean Water Act — The Federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.

Director — The Public Works Department Director and/or designees.

Groundwater — Water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

Hazardous Materials — Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Hyperchlorinated — Water that contains more than 10 mg/Liter chlorine. Disinfection of water mains and appurtenances requires a chlorine residual of 10mg/L at the end of the disinfection period. This level is well above the Maximum Residual Disinfectant Level of an annual average of 4mg/Liter chlorine for potable water.

Illicit connection - Any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

Illicit discharge — Any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from fire fighting activities.

Municipal Separate Storm Sewer System (MS4) — A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- 1.Owned or operated by the City of Camas;
- 2.Designed or used for collecting or conveying stormwater;
- 3.Which is not part of a Publicly Owned Treatment Works (POTW). "POTW" means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned; and

4. Which is not a combined sewer. "Combined sewer" means a system that collects sanitary sewage and stormwater in a single sewer system.

National Pollutant Discharge Elimination System (NPDES) — The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES Permits and, in Washington State, are administered by the Washington Department of Ecology.

Non-Stormwater Discharge — Any discharge to the storm drain system that is not composed entirely of stormwater.

Person — Any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as either the owner of a premises or as the owner's agent.

Permit — The most current version of the National Pollution Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit.

Pollutant — Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises — Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

Private system — Any element in the surface water system which is not under city ownership or management.

Source Control BMPs — A structural or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

Storm Drainage System — Publicly owned facilities, including the city's municipal separate storm sewer system, by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater — Runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

Stormwater Management Manual (SWMMWW) — Latest edition of the Stormwater Manual for Western Washington, prepared by the Washington State Department of Ecology for use by local governments.

Stormwater Pollution Prevention Plan — A document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Unsafe condition — Any condition or activity in the surface water system on public or private premises which may cause pollution or does or may impede the operation or functioning of the surface water system or which may cause damage thereto.

14.04.060 - Prohibited discharges.

No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain, or otherwise discharge into the municipal storm drain system and/or surface and ground waters, and materials other than stormwater.

A.Examples of prohibited discharges include, but are not limited to, the following:

- 1.Trash or debris.
- 2.Construction materials.
- 3.Petroleum products, including but not limited to, oil, gasoline, grease, fuel oil, and heating oil.
- 4.Antifreeze and other automotive products.
- 5.Metals in either particulate or dissolved form.
- 6.Flammable or explosive materials.
- 7.Radioactive material.
- 8.Batteries.
- 9.Acids, alkalis, or bases.
- 10.Paints, stains, resins, lacquers, or varnishes.
- 11.Degreasers and/or solvents.
- 12.Drain cleaners.
- 13.Pesticides, herbicides, or fertilizers.
- 14.Steam cleaning wastes.
- 15.Soaps, detergents, or ammonia.
- 16.Swimming pool or spa filter backwash.

17. Chlorine, bromine, or other disinfectants.
18. Heated water.
19. Domestic animal wastes.
20. Sewage.
21. Recreational vehicle waste.
22. Animal carcasses.
23. Food wastes.
24. Bark and other fibrous materials.
25. Lawn clippings, leaves, or branches.
26. Silt, sediment, concrete, cement or gravel.
27. Dyes.
28. Chemicals not normally found in uncontaminated water.
29. Any other process-associated discharge except as otherwise allowed in this section.
30. Any hazardous material or waste not listed above.

14.04.070 - Allowable discharges.

The following examples are types of discharges which shall not be considered illegal discharges for the purposes of this chapter unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater.

A. Examples of allowable discharges include the following:

1. Broken water mains.
2. Diverted stream flows.
3. Rising ground waters.
4. Uncontaminated ground water infiltration, as defined in 40 CFR 35.2005(20).
5. Uncontaminated pumped ground water.
6. Foundation drains.

7. Air conditioning condensation.
8. Irrigation water from agricultural sources that is commingled with urban stormwater.
9. Springs.
10. Water from crawl space pumps.
11. Footing drains.
12. Flows from riparian habitats and wetlands.
13. Discharges from emergency firefighting activities.

14.04.080 - Conditional discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, or unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system;
2. Lawn watering and other irrigation runoff are permitted but shall be minimized;
3. De-chlorinated swimming pool discharges. These discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system;
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. At active construction sites street sweeping must be performed prior to washing the street;
5. Non-stormwater discharges covered by another NPDES permit, provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system;
6. Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan (SWPPP), reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

14.04.090 - Prohibition of illicit connections.

The following connections, both past, current, and future, to the stormwater system are expressly prohibited:

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

14.04.100 – BMP Requirements

A. Best Management Practices

1. Pollutant generating sources at institutional, commercial and industrial sites are required to apply source control BMPs listed in the SWMMWW. A BMP not included in this manual may be approved by the Director if the proponent demonstrates that it provides equivalent effectiveness. An exemption from the requirement to use BMPs does not provide an exemption allowing prohibited discharges.
2. In applying the source control BMPs in the SWMMWW at institutional, commercial and industrial sites; the Director shall first require the implementation of nonstructural source control BMPs. If these are not sufficient to prevent contaminants from entering surface and stormwater or groundwater, the responsible official may require implementation of structural source control BMPs or treatment BMPs, using AKART.

B. Exemptions. The following persons or entities are exempt from the provisions of this section unless the Director determines the alternative BMPs to be ineffective at reducing the discharge of contaminants or activities are causing a prohibited discharge:

1. Persons implementing BMPs through another federal or state regulatory or resource management program; provided the Director may perform inspections to ensure compliance with this chapter. If the other program requires the development of a best management practices plan, the person shall make that plan available to the City upon request.
2. Persons engaged in the production of crops or livestock for commercial trade; provided, that such persons shall comply with the requirements of Chapter 18.41.140.
3. Persons engaged in forest practices regulated under WAC Title 222, except for Class IV general forest practices as defined under Chapter 222-16 WAC.
4. Persons conducting normal residential activities at property containing a single-family detached dwelling, duplex or triplex and modifications to it on a lot approved for such use, unless the responsible official determines that these activities pose a hazard to public health, safety or welfare; endanger any property; or adversely affect the safety and operation of City right-of-way, utilities, and/or other property owned or maintained by the City.

14.04.200 - Inspection authority.

Whenever implementing the provisions of this chapter or whenever there is cause to believe that a violation of this chapter has been or is being committed the Director is authorized to inspect during regular working hours, or at other reasonable times, all stormwater systems to determine compliance with the provisions of this chapter.

14.04.210 - Existing private facility inspections.

1. Inspection Program. The Director is authorized to develop and implement an inspection program for private drainage facilities within the city.

2. Right of Entry. An authorized representative of the utility may enter private property at all reasonable times to conduct inspections, tests or to carry out other duties imposed by the code, provided the utility shall first notify the property owner or person responsible for the premises. If entry is refused or cannot be obtained, the director shall have recourse to every remedy provided by law to secure entry.

14.04.220 - Inspection procedures.

1. Prior to making any inspections on private property, the inspector shall present identification credentials, state the reason for the inspection and request entry.

2. If the property or any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.

3. If after reasonable effort the inspector is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater system creates an imminent hazard to persons or property, the inspector may enter.

4. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent hazard, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the State of Washington.

5. The inspector may inspect the stormwater system without obtaining a search warrant provided for in subsection 4. above, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

14.04.230 - Emergency conditions requiring immediate action.

Notwithstanding any other provisions of this code, whenever it appears to the director that conditions covered by this code exist and require immediate action to protect the public health, safety, or public resources, the director is authorized to the extent permitted by law, to enter at all reasonable times in or upon any property, public or private, for the purpose of inspecting and investigating such emergency conditions.

The director may without prior notice order the immediate discontinuance of any activity leading to the emergency condition. Failure to comply with such order shall constitute a civil violation pursuant to this chapter.

14.04.300 - Enforcement authority.

The Director shall administer and enforce this chapter and shall have the authority to adopt and implement administrative procedures for such enforcement.

14.04.310 - Enforcement policy.

Enforcement action shall be taken whenever a person has violated any provision of this chapter. The choice of enforcement action taken and the severity of any penalty shall be based on the nature of the violation, the damage or risk to the public or to public resources, and/or the degree of bad faith of the persons subject to the enforcement action.

14.04.320 - Enforcement orders.

The Director shall have the authority to issue to an owner or person(s) representing an owner an order to maintain or repair a component of a stormwater facility or BMP to bring it in compliance with this chapter, the Stormwater Management Manual and/or other city regulations. The order shall include:

- 1.A description of the specific nature, extent and time of the violation and the damage or potential damage that reasonably might occur.
- 2.A notice that the violation or the potential violation cease and desist and, in appropriate cases, the specific corrective action to be taken.
- 3.A reasonable time to comply, depending on the circumstances.
- 4.Penalties that may be incurred by any owner of a stormwater system not in compliance with this chapter.
- 5.An order to the owner to provide to the Director a detailed plan showing drawings and steps that will be taken to achieve compliance within a specified time. This plan is subject to approval by the Director.

14.04.330 - Violation—Penalty.

A violation of this Chapter or Order of the Director pursuant to this Chapter shall be a civil violation subject to a civil monetary penalty not to exceed \$5,000.00 per occurrence. Each day of continued violation shall constitute a separate violation for purposes of this penalty. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty. A civil penalty shall be due and payable immediately upon assessment by the Court.

14.04.340 - Enforcement procedure.

All civil penalties for violations of this Chapter shall be imposed by the Camas Municipal Court. The Director or his designee or the city Attorney shall initiate the process for imposition of a civil penalty by issuing a citation setting forth the nature of the violation and directing the individual to appear before the Court at a time certain to respond to the citation. All contested proceedings before the Municipal Court shall be heard by the judge without a jury, and the burden of proof shall be by a preponderance of the evidence.

14.04.350 - Remediation and mitigation.

1. Where appropriate, the Director shall have the authority to issue an Order of Remediation requiring a person violating this Chapter to undertake specified actions to remediate and mitigate damage caused by violation of this Chapter. The cost of remediation and mitigation shall be born by the person violating this Chapter, and shall be in addition to any monetary penalties assessed pursuant to this Chapter.
2. In the event any person fails to comply with a remediation Order, the city may undertake such remediation and mitigation. The cost of such remediation and mitigation shall be a lien against the property and shall also be the personal obligation of the person committing the violation.
3. Failure to comply with a remediation Order shall constitute a gross misdemeanor, and shall be punishable by one-year in jail or a fine not to exceed \$5,000.00, or by both such jail term and fine.

14.04.400 – Non-Liability

The primary obligation of compliance with this chapter shall be placed upon the person holding title to the property. Nothing contained in this chapter is intended to be or shall be construed to create or form a basis for liability for the City or agents for any injury or damage resulting from the failure of the person holding title to the property to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter by the City.

Chapter 14.04 - ~~ILLICIT DISCHARGES, DUMPING AND ILLICIT CONNECTIONS~~ WATER RESOURCES PROTECTION

14.04.010 - Purpose.

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WSDOT	Manual Washington State Department of Transportation Highway Runoff Manual

Definitions

For the purpose of this chapter the following shall apply:

AKART — All known, available, and reasonable methods of prevention, control, and Treatment. See also the State Water Pollution Control Act, sections 90.48.010 RCW and 90.48.520 RCW.

Best Management Practices (BMPs) — Those physical, structural and managerial practices, and prohibitions of practices, that, when used singly or in combination, control stormwater runoff peak flow rates and volumes and prevent or reduce pollution of surface water or groundwater.

Clean Water Act — The Federal Water Pollution Control Act (33 USC Section 1251 et seq.), and any subsequent amendments thereto.

Director — The Public Works Department Director and/or designees.

Groundwater — Water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

Hazardous Materials — Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Hyperchlorinated — Water that contains more than 10 mg/Liter chlorine. Disinfection of water mains and appurtenances requires a chlorine residual of 10mg/L at the end of the disinfection period. This level is well above the Maximum Residual Disinfectant Level of an annual average of 4mg/Liter chlorine for potable water.

Illicit connection - Any manmade conveyance that is connected to a municipal separate storm sewer without a permit, excluding roof drains and other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, inlets, or outlets that are connected directly to the municipal separate storm sewer system.

Illicit discharge — Any discharge to a municipal separate storm sewer that is not composed entirely of stormwater except discharges pursuant to a NPDES permit (other than the NPDES permit for discharges from the municipal separate storm sewer) and discharges resulting from fire fighting activities.

Municipal Separate Storm Sewer System (MS4) — A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- 1.Owned or operated by the City of Camas;
- 2.Designed or used for collecting or conveying stormwater;
- 3.Which is not part of a Publicly Owned Treatment Works (POTW). "POTW" means any device or system used in treatment of municipal sewage or industrial wastes of a liquid nature which is publicly owned; and

4. Which is not a combined sewer. "Combined sewer" means a system that collects sanitary sewage and stormwater in a single sewer system.

National Pollutant Discharge Elimination System (NPDES) — The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, for the discharge of pollutants to surface waters of the state from point sources. These permits are referred to as NPDES Permits and, in Washington State, are administered by the Washington Department of Ecology.

Non-Stormwater Discharge — Any discharge to the storm drain system that is not composed entirely of stormwater.

Person — Any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as either the owner of a premises or as the owner's agent.

Permit — The most current version of the National Pollution Discharge Elimination System (NPDES) Western Washington Phase II Municipal Stormwater Permit.

Pollutant — Anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; nonhazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.

Premises — Any building, lot, parcel of land, or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

Private system — Any element in the surface water system which is not under city ownership or management.

Source Control BMPs – A structural or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational Source Control BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

Storm Drainage System — Publicly owned facilities, including the city's municipal separate storm sewer system, by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

Stormwater — Runoff during and following precipitation and snowmelt events, including surface runoff and drainage.

Stormwater Management Manual (SWMMWW) – Latest edition of the Stormwater Manual for Western Washington, prepared by the Washington State Department of Ecology for use by local governments.

Stormwater Pollution Prevention Plan — A document which describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at a premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

Unsafe condition — Any condition or activity in the surface water system on public or private premises which may cause pollution or does or may impede the operation or functioning of the surface water system or which may cause damage thereto.

14.04.060 - Prohibited discharges.

No person shall throw, drain, or otherwise discharge, cause or allow others under its control to throw, drain, or otherwise discharge into the municipal storm drain system and/or surface and ground waters, and materials other than stormwater.

A.Examples of prohibited discharges include, but are not limited to, the following:

- 1.Trash or debris.
- 2.Construction materials.
- 3.Petroleum products, including but not limited to, oil, gasoline, grease, fuel oil, and heating oil.
- 4.Antifreeze and other automotive products.
- 5.Metals in either particulate or dissolved form.
- 6.Flammable or explosive materials.
- 7.Radioactive material.
- 8.Batteries.
- 9.Acids, alkalis, or bases.
- 10.Paints, stains, resins, lacquers, or varnishes.
- 11.Degreasers and/or solvents.
- 12.Drain cleaners.
- 13.Pesticides, herbicides, or fertilizers.
- 14.Steam cleaning wastes.
- 15.Soaps, detergents, or ammonia.
- 16.Swimming pool or spa filter backwash.

17. Chlorine, bromine, or other disinfectants.
18. Heated water.
19. Domestic animal wastes.
20. Sewage.
21. Recreational vehicle waste.
22. Animal carcasses.
23. Food wastes.
24. Bark and other fibrous materials.
25. Lawn clippings, leaves, or branches.
26. Silt, sediment, concrete, cement or gravel.
27. Dyes.
28. Chemicals not normally found in uncontaminated water.
29. Any other process-associated discharge except as otherwise allowed in this section.
30. Any hazardous material or waste not listed above.

14.04.070 - Allowable discharges.

The following examples are types of discharges which shall not be considered illegal discharges for the purposes of this chapter unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater.

A. Examples of allowable discharges include the following:

1. Broken water mains.
2. Diverted stream flows.
3. Rising ground waters.
4. Uncontaminated ground water infiltration, as defined in 40 CFR 35.2005(20).
5. Uncontaminated pumped ground water.
6. Foundation drains.

7. Air conditioning condensation.
8. Irrigation water from agricultural sources that is commingled with urban stormwater.
9. Springs.
10. Water from crawl space pumps.
11. Footing drains.
12. Flows from riparian habitats and wetlands.
13. Discharges from emergency firefighting activities.

14.04.080 - Conditional discharges.

The following types of discharges shall not be considered illegal discharges for the purposes of this chapter if they meet the stated conditions, or unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system;
2. Lawn watering and other irrigation runoff are permitted but shall be minimized;
3. De-chlorinated swimming pool discharges. These discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted, if necessary and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system;
4. Street and sidewalk wash water, water used to control dust, and routine external building wash down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. At active construction sites street sweeping must be performed prior to washing the street;
5. Non-stormwater discharges covered by another NPDES permit, provided, that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations; and provided, that written approval has been granted for any discharge to the storm drain system;
6. Other non-stormwater discharges. The discharges shall be in compliance with the requirements of a stormwater pollution prevention plan (SWPPP), reviewed and approved by the city, which addresses control of such discharges by applying AKART to prevent contaminants from entering surface or ground water.

14.04.090 - Prohibition of illicit connections.

The following connections, both past, current, and future, to the stormwater system are expressly prohibited:

1. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

14.04.100 – BMP Requirements

A. Best Management Practices

1. Pollutant generating sources at institutional, commercial and industrial sites are required to apply source control BMPs listed in the SWMMWW. A BMP not included in this manual may be approved by the Director if the proponent demonstrates that it provides equivalent effectiveness. An exemption from the requirement to use BMPs does not provide an exemption allowing prohibited discharges.

2. In applying the source control BMPs in the SWMMWW at institutional, commercial and industrial sites; the Director shall first require the implementation of nonstructural source control BMPs. If these are not sufficient to prevent contaminants from entering surface and stormwater or groundwater, the responsible official may require implementation of structural source control BMPs or treatment BMPs, using AKART.

B. Exemptions. The following persons or entities are exempt from the provisions of this section unless the Director determines the alternative BMPs to be ineffective at reducing the discharge of contaminants or activities are causing a prohibited discharge:

1. Persons implementing BMPs through another federal or state regulatory or resource management program; provided the Director may perform inspections to ensure compliance with this chapter. If the other program requires the development of a best management practices plan, the person shall make that plan available to the City upon request.

2. Persons engaged in the production of crops or livestock for commercial trade; provided, that such persons shall comply with the requirements of Chapter 18.41.140.

3. Persons engaged in forest practices regulated under WAC Title 222, except for Class IV general forest practices as defined under Chapter 222-16 WAC.

4. Persons conducting normal residential activities at property containing a single-family detached dwelling, duplex or triplex and modifications to it on a lot approved for such use, unless the responsible official determines that these activities pose a hazard to public health, safety or welfare; endanger any property; or adversely affect the safety and operation of City right-of-way, utilities, and/or other property owned or maintained by the City.

14.04.1200 - Inspection authority.

Whenever implementing the provisions of this chapter or whenever there is cause to believe that a violation of this chapter has been or is being committed the Director is authorized to inspect during regular working hours, or at other reasonable times, all stormwater systems to determine compliance with the provisions of this chapter.

14.04.2110 - Existing private facility inspections.

1. Inspection Program. The Director is authorized to develop and implement an inspection program for private drainage facilities within the city.

2. Right of Entry. An authorized representative of the utility may enter private property at all reasonable times to conduct inspections, tests or to carry out other duties imposed by the code, provided the utility shall first notify the property owner or person responsible for the premises. If entry is refused or cannot be obtained, the director shall have recourse to every remedy provided by law to secure entry.

14.04.1220 - Inspection procedures.

1. Prior to making any inspections on private property, the inspector shall present identification credentials, state the reason for the inspection and request entry.

2. If the property or any building or structure on the property is unoccupied, the inspector shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.

3. If after reasonable effort the inspector is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater system creates an imminent hazard to persons or property, the inspector may enter.

4. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist which create imminent hazard, the inspector shall obtain a search warrant, prior to entry, as authorized by the laws of the State of Washington.

5. The inspector may inspect the stormwater system without obtaining a search warrant provided for in subsection 4. above, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

14.04.1230 - Emergency conditions requiring immediate action.

Notwithstanding any other provisions of this code, whenever it appears to the director that conditions covered by this code exist and require immediate action to protect the public health, safety, or public resources, the director is authorized to the extent permitted by law, to enter at all reasonable times in or upon any property, public or private, for the purpose of inspecting and investigating such emergency conditions.

The director may without prior notice order the immediate discontinuance of any activity leading to the emergency condition. Failure to comply with such order shall constitute a civil violation pursuant to this chapter.

14.04.~~140~~300 - Enforcement authority.

The Director shall administer and enforce this chapter and shall have the authority to adopt and implement administrative procedures for such enforcement.

14.04.~~150~~310 - Enforcement policy.

Enforcement action shall be taken whenever a person has violated any provision of this chapter. The choice of enforcement action taken and the severity of any penalty shall be based on the nature of the violation, the damage or risk to the public or to public resources, and/or the degree of bad faith of the persons subject to the enforcement action.

14.04.~~160~~320 - Enforcement orders.

The Director shall have the authority to issue to an owner or person(s) representing an owner an order to maintain or repair a component of a stormwater facility or BMP to bring it in compliance with this chapter, the Stormwater Management Manual and/or other city regulations. The order shall include:

- 1.A description of the specific nature, extent and time of the violation and the damage or potential damage that reasonably might occur.
- 2.A notice that the violation or the potential violation cease and desist and, in appropriate cases, the specific corrective action to be taken.
- 3.A reasonable time to comply, depending on the circumstances.
- 4.Penalties that may be incurred by any owner of a stormwater system not in compliance with this chapter.
- 5.An order to the owner to provide to the Director a detailed plan showing drawings and steps that will be taken to achieve compliance within a specified time. This plan is subject to approval by the Director.

14.04.~~170~~330 - Violation—Penalty.

A violation of this Chapter or Order of the Director pursuant to this Chapter shall be a civil violation subject to a civil monetary penalty not to exceed \$5,000.00 per occurrence. Each day of continued violation shall constitute a separate violation for purposes of this penalty. Any person who, through an act of commission or omission, aids or abets in the violation shall be considered to have committed a violation for the purposes of the civil penalty. A civil penalty shall be due and payable immediately upon assessment by the Court.

14.04.180-340 - Enforcement procedure.

All civil penalties for violations of this Chapter shall be imposed by the Camas Municipal Court. The Director or his designee or the city Attorney shall initiate the process for imposition of a civil penalty by issuing a citation setting forth the nature of the violation and directing the individual to appear before the Court at a time certain to respond to the citation. All contested proceedings before the Municipal Court shall be heard by the judge without a jury, and the burden of proof shall be by a preponderance of the evidence.

14.04.190-350 - Remediation and mitigation.

1. (A) Where appropriate, the Director shall have the authority to issue an Order of Remediation requiring a person violating this Chapter to undertake specified actions to remediate and mitigate damage caused by violation of this Chapter. The cost of remediation and mitigation shall be born by the person violating this Chapter, and shall be in addition to any monetary penalties assessed pursuant to this Chapter.

2. (B) In the event any person fails to comply with a remediation Order, the city may undertake such remediation and mitigation. The cost of such remediation and mitigation shall be a lien against the property and shall also be the personal obligation of the person committing the violation.

3. (C) Failure to comply with a remediation Order shall constitute a gross misdemeanor, and shall be punishable by one-year in jail or a fine not to exceed \$5,000.00, or by both such jail term and fine.

14.04.400 – Non-Liability

The primary obligation of compliance with this chapter shall be placed upon the person holding title to the property. Nothing contained in this chapter is intended to be or shall be construed to create or form a basis for liability for the City or agents for any injury or damage resulting from the failure of the person holding title to the property to comply with the provisions of this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter by the City.



Staff Report

Month Day, Year Council Workshop Meeting

Citywide Janitorial Services
Presenter: Steve Wall, Public Works Director
Time Estimate: 5 min

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City’s janitorial services contract with STJ Janitorial LLC expired at the end of 2021. The total cost was approximately \$132,270; however, that cost was based on a lower frequency of cleaning as a result of COVID. The City has been operating on a temporary extension of the prior contract while staff went through a Request for Proposal process to find a new vendor. The 2022 extension contract with STJ Janitorial, which includes some increases in the level of service as buildings open up, has been costing the City approximately \$14,705 per month, or \$176,460 per year (if the full year was served).

SUMMARY: Staff developed and advertised a Request for Proposal (RFP) to provide janitorial services for facilities throughout the City. Through the process of developing the RFP, all departments in the City were coordinated with and input received on the past levels of service received. In general, most departments and facilities requested an increase in the levels of service. Proposals, which included cost and other qualifying factors, were opened on February 24, 2022 and scored by three separate staff members. Based on the criteria and the scoring completed by staff, it is recommended that Council award the contract to STJ Janitorial LLC. The facilities included in the scope of work are identified in the attached bid tabs. The cost of services as identified in the attached is \$15,426.79 per month, or \$185,121.48 per year. Under the assumption that Council approves the new contract, the old contract will be cancelled and the new one put in place.

EQUITY CONSIDERATIONS:

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

Inform the City Council of the proposed janitorial services contract.

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

Based on the scoring criteria, STJ Janitorial LLC is recommended by staff to be awarded the janitorial services contract.

How have communities been engaged? Are there opportunities to expand engagement?

N/A

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

City staff and facilities will benefit from this proposal as the levels of service (cleanliness of facilities) will be increased.

What are the strategies to mitigate any unintended consequences?

N/A

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

N/A

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

N/A

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

N/A

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

Staff at each facility will monitor the work and ensure the contractor provides acceptable levels of service.

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

N/A

BUDGET IMPACT: The annual amount of the proposed contract is approximately \$185,121 per year. The contract is for a period of one (1) year, with possible extensions. The adopted 2022 Budget includes adequate funds to pay for the services. Future budgets will also include appropriate funds to support the contract if extended.

RECOMMENDATION: This item is for Council's information only. The contract has also been placed on the April 4, 2022 Consent Agenda for Council's consideration.



I, Steve Wall, Public Works Director, hereby certify that these bid tabulations are correct.

Steve Wall

Steve Wall, Public Works Director
(email stating reviewed/approved attached to Original)

DESCRIPTION: 2022 JANITORIAL SERVICES FOR CITY FACILITIES				STJ Janitorial, LLC P.O. Box 590 Camas, WA 98607 Email: stjjanitorial@gmail.com Phone: (541) 450-5030			Innovative Services NW 9414 NE Fourth Plain Blvd. Vancouver, WA 98662 Email: sveneruso@innovativeservicesnw.org Phone: (360) 823-5173		
DATE OF BID OPENING: February 24, 2022, at 10:00 PM				Entered by: SDW					
	DESCRIPTION	UNIT	QTY	UNIT PRICE	Extra Cleanings	CONTRACT TOTAL	UNIT PRICE	Extra Cleanings	CONTRACT TOTAL
1	Camas Police Department, 2100 NE 3rd Avenue	LS	1	\$2,562.05		\$2,562.05	\$3,415.00		\$3,415.00
2	Camas Public Library, 625 NE 4th Avenue	LS	1	\$3,342.45		\$3,342.45	\$7,230.00		\$7,230.00
3	Camas-Washougal Municipal Court, 89 C Street, Wa	LS	1	\$725.33		\$725.33	\$685.00		\$685.00
4	City Hall, 616 NE 4th Avenue	LS	1	\$3,166.18		\$3,166.18	\$2,530.00		\$2,530.00
5	City Hall Annex, 528 NE 4th Avenue	LS	1	\$433.95		\$433.95	\$291.00		\$291.00
6	Community Center, 1718 SE 7th Avenue	LS	1	\$1,250.00	\$79.37	\$1,250.00	\$2,290.00	\$106.00	\$2,290.00
7	Fallen Leaf Lake Park, 2911 NE Everett Street	LS	1	\$0.00	\$43.50	\$0.00		\$26.00	\$0.00
8	Fire Marshal's Office, 605 NE 3rd Avenue	LS	1	\$359.04		\$359.04	\$162.00		\$162.00
9	Lacamas Lake Lodge, 227 NE Lake Road	LS	1	\$1,250.00	\$79.37	\$1,250.00	\$1,865.00	\$95.00	\$1,865.00
10	Public Works Operations Center, 1620 SE 8th Avenue	LS	1	\$1,446.50		\$1,446.50	\$2,050.00		\$2,050.00
11	Scout Hall, 120 NE 17th Avenue	LS	1	\$351.68		\$351.68	\$100.00	\$25.00	\$100.00
12	Polk Street	LS	1	\$539.61		\$539.61	\$450.00		\$450.00

SUBTOTAL \$15,426.79 \$21,068.00

TOTAL BID PRICE \$15,426.79 \$21,068.00

Note: Sales Tax is NOT Applicable On Janitorial Services



REQUEST FOR PROPOSALS

AND

CONTRACT DOCUMENTS

FOR

JANITORIAL SERVICES FOR CITY FACILITIES

January 2022

ADDENDUM NO. 1

**To the Request for Proposal and Contract Documents for
JANITORIAL SERVICES FOR CITY FACILITIES**

FEBRUARY 14, 2022

IMPORTANT: This addendum must be signed and submitted with the proposal.

TO ALL PLANHOLDERS:

The following changes, additions, and/or deletions are made a part of the contract documents and bid specifications for the construction of the *Janitorial Services for City Facilities*, City of Camas, as fully and completely as if the same were set forth therein:

CLARIFICATIONS:

1. The .pdf format of the narrative section of the RFP only allows for 3-4 lines in response to the questions for Contractor Qualifications. Would you like us to stay within this space restriction or can we reformat the RFP pages to give us more room to respond to the questions more fully?

Response: Regarding page 24 questions, insert your response to the questions that need additional response lines to an "inserted overflow" page after page 24. On the question line, type in, 'Questions answered in overflow page located directly after page 24.'

2. A couple of the buildings, such as the lower floor of the city hall and the basement of the library have storage areas for books, files, etc. that don't seem to be used frequently by staff. How did you want us to bid these storage areas? A once a week cleaning? Just the floors? Please advise.

Response: The "sub-basement floors can be dust mopped once a month."

3. During the walk-through, it was mentioned that we only needed to clean a 10ft X 10ft area outside the entry doors of the building. For example, the Community Center has a very long ADA Ramp, plus staircase, and it was mentioned that we wouldn't need to clean that entire area, just the 10ft X 10ft area closest to the door. But under the Standards of Performance & Workmanship 1.0 Entry Areas, it specifies "Outside front sidewalk to front door up to entry and interior lobby." Following that guideline, I would assume we would have to clean the entire ADA Ramp and staircase at the Community Center. So when bidding each building, should we assume it would be the entire area from sidewalk to front door or just the 10ft X 10ft area outside the entry doors? The 10 X 10 foot area outside the doorway is all that's required. I believe that Grounds maintenance blows the ADA ramp off when they maintain the grounds at that facility. The 10x10 area outside both the parking lot and street entryways need to be swept/cleaned.

Response: Only the 10-ft x 10-ft area outside the entry doors of each facility (building) will be swept by the janitorial staff.

4. Can you give us any information at all on historically how often the Community Center gets rented and used on an average Saturday and average Sunday during an average year? The same question for use of the Lacamas Lake Lodge? Any chance we could bid on a per occurrence fee for these cleans to stop us either grossly over or under bidding for the work if there is no information available on likely use? The Lodge rentals vary each year, but the Lodge gets rented quite frequently on weekends from March through December.

Response: A separate monthly fee without any occurrences for both Community Center and Lacamas Lake Lodge (this is the fee without any extra cleanings), and add a separate per occurrence fee for Lacamas Lake Lodge and the Community Center. For example X number of cleanings at \$XX/cleaning.

5. When cleaning up after a schedule event on Saturday or Sunday at the Community Center, would we be responsible for cleaning the entire building or just the restrooms? On the Community Center Information website page, there is a "Camas Community Center Cleaning Checklist" that says whoever is renting the area is responsible for cleaning up after their own event. This includes emptying trash, vacuuming carpet, cleaning/returning tables and chairs, cleaning kitchen and mopping, and cleaning counters in restrooms. So if the renter of the space is required to do all of those tasks to get their full security deposit returned, would we just clean the restrooms, as that is the only task not really listed for the renters to clean?

Response: No, the janitors are still required to come in and do a deep cleaning after the event. This means wiping down counters and mopping and/or vacuuming if it is not sufficient. The janitors are not required to put furniture back if it is still out, and will call the renter to come back and do that.

Email Susan Palmer at spalmer@cityofcamas.us if issues arise with renters. There usually are not any major issues, since the renter wants their \$500 refundable deposit back after the event.

6. Will there be a Camas staff member that would be checking the Community Center after an event, but before the janitors arrive to clean? To ensure the renter of the space properly cleans the building for the full refund of their security deposit.

Response: No, we do not currently have staff doing a check after events at the Community Center, if this becomes an issue then we might need to look into some solutions.

Email Susan Palmer at spalmer@cityofcamas.us if issues arise with renters. There usually are not any major issues, since the renter wants their \$500 refundable deposit back after the event.

7. When cleaning up after a scheduled event on Saturday or Sunday at the Lacamas Lake Lodge, would we be responsible for cleaning the entire building or do renters of the building have to clean up after themselves? (like how there is a "Camas Community Center Cleaning Checklist")

Response: There's a cleaning checklist for Lacamas Lake Lodge, the janitors are required to do a deep cleaning after the renters do their required cleaning. This includes mopping the main hall

and restrooms, cleaning the bathrooms, cleaning the kitchen counters and vacuuming if needed. The renters dry mop the floor, they don't wet mop the floor. Email Susan Palmer at spalmer@cityofcamas.us if issues arise with renters. There usually are not any major issues, since the renter wants their \$500 refundable deposit back after the event.

8. With regards to Lacamas Lake Lodge, would we be responsible for cleaning/sweeping the "Open Deck Area" or just the "Covered Patio" area?

Response: The covered patio only.

9. Performance Standard 3.0 Interior Glass/Windows refers to cleaning glass surfaces including inside of exterior windows. Can you confirm that this refers to spot cleaning of visible smudges? Completely cleaning inside of exterior windows is a much larger scope and more expensive to bid and is usually only done once or twice a year. Cleaning of window sills and cobwebs would of course be included in the daily/weekly cleaning.

And,

For the Windows in all the buildings are you just wanting the push doors cleaned or every single window in all the buildings? Just trying to clarify for a better quote.

Response: Only glass doors in facility entries in all buildings (and inside glass push doors after the foyer entry at City Hall) with visible smudges need to be cleaned, or in other words, spot cleaning on glass doors, and side glass panels if they are present. Windows will be contracted out separately, and not on this contract.

10. How do you want us to clean the rubber workout room floor in Police Station? Mop or just vacuum? If we are mopping, are there special chemicals that must be used on it?

Response: Alternate the mat cleaning in the workout room. Vacuum once a week, and mop once a month, using an all-purpose cleaner.

11. Assuming we are doing the Armory in the Police Station, what kind of floor does that room have, what size is it, are there surfaces to wipe down? Is there a sink or trash in that room?

Response: The Armory is not a part of this bid contract.

12. For Fallen Leaf Park, if there are three events scheduled in a week, we believe that you want us to come in once during the week, before the first event to clean, and that's it for the week. Do we understand correctly? Similar to Lacamas Lake and Community Center, any chance we could bid on a per occurrence fee for these cleans to stop us either grossly over or under bidding for the work if there is no information available on likely use?

Response: Yes, this needs to be bid on a per occurrence fee - Fallen Leaf Park has always been charged on an as-needed basis, so janitorial staff would clean before the first event of that week, then after each event that week.

13. We typically have management staff to answer emergency questions during the day from 8am to 5pm and janitorial management available 3pm -3am. Is there a particular reason for the

following requirement? "The Contractor shall maintain a twenty-four hour emergency telephone number with the ability to respond to telephone calls within one-hour."

Response: The "twenty-four hour emergency telephone number with the ability to respond to telephone calls within one-hour" is required in the event where janitorial contractor management would need to be called to one of the facilities for an emergency. Examples would include such things as medical emergencies, police emergencies, etc.

14. Is there a particular \$ amount associated with the surety bond?

Response: 100% of the contract amount for the contract year.

15. Attached in the Bid do you want proof of all of the employees' background clearance and security tests?

Response: No. All background checks will be performed by the Camas Police Department after the contract is awarded. The background check will be performed after award and prior to signing the contract.

16. As I was looking through the old contract vs the new I did notice the City is only wanting Scout Hall one day a week moving forward instead of 3 now a week, and for the Community Center and the Lodge with the new contract it says M-F and weekends are as needed vs 3 now and as needed on the weekends. I'm just wanting to make sure I'm reading this correctly.

Response: Yes, that is correct.

17. On the proposal since 3 buildings go by per cleaning due to the needed events scheduled, on the bottom where it says contract total can I write in TBD since the number of cleanings (for the lodge, Community Center, and Fallen leaf park) and under each item #put the amount per cleaning in bold? I'm thinking if you are switching to 1 day a week rather than 3 for Scout Hall I might bid that per cleaning too since the schedule fluctuated last year.

Response: Do not write in TBD. There will be a general monthly fee and then an extra fee per occurrence, X number of cleanings at \$XX/cleaning.

18. My CIMS will not be ready by the time of the bid submittal.

Response: (See page 5 for clarification).The CIMS will need to be submitted with your proposal in order to receive Five (5) additional points:

Evaluation Criteria. A maximum score of 100 points will be used to evaluate proposals. An additional five (5) points will be given to Contractors who provide proof of Clean Industry Management Standard (CIMS) certification with their proposal.

19. Why do some buildings, such as the Courthouse, Community Center, Lamas Lake Lodge and Wastewater Treatment, have cut off times for cleaning the building? The Courthouse states we have to clean the building in-between the times of 5:30PM and 7:30PM, is there a reason we

could not clean the building sometime during the time of 7:30PM and 2:00AM? Also, the time frame given to clean the building is only 2 hours, but we estimate it would take 1 janitor, a little over 2 hours to clean a building this size. We would like to know if the cutoff time to stop cleaning for each building is a hard deadline to help us estimate how many janitors we would need to hire to cover the different schedules. Being able to work longer into the evening on several building would make it easier for us to hire a few full time janitorial positions for the contract.

Response: The later janitorial staff can clean the Community Center, Lacamas Lake Lodge, the better. We sometimes have events in on weekends until 11:00 p.m. During the week, we sometimes have classes in Lacamas Lake Lodge until 9:00 p.m. so janitorial can come in after those times. No cutoff time needs to be in place.

Court House: No cutoff time needs to be in place.

WWTP: At the WWTP, we have no restrictions on cleaning times as long as it takes place after-hours (between 4PM and 5AM). No cutoff time needs to be in place.

Receipt of this addendum is hereby acknowledged:



Authorized Signature



**REQUEST FOR PROPOSALS
JANITORIAL SERVICES FOR CITY FACILITIES**

City of Camas is soliciting proposals from qualified contractors to provide a variety of janitorial services at twelve (12) City facilities. The facilities range in size and janitorial services as provided in the Request for Proposal (RFP).

Sealed Proposals will be received by the City of Camas, Administrative Services, 616 NE 4th Avenue, Camas, Washington, until 10:00 AM on February 24, 2022 and will then and there be publicly read for the construction of the improvement. Eligible contractors shall be listed with MSRC Rosters on the Vendor Roster as of January 18th, 2022, under Maintenance Services, Cleaning/Janitorial. The RFP will be emailed to eligible contractors.

The objective of this solicitation is to evaluate, select and enter into a contract for one (1) year commencing on the date of award, and based on the first year of service, the contract may be extended for an additional year (up to five (5) one-year (1) extensions), if considered to be in the best interest of the City.

Proposal submittals are due by February 24, 2022, no later than 10:00 AM. No submittals will be accepted after that date and time.

Please direct questions regarding this RFP to Susan Wilde, RFP Coordinator. The RFP Coordinator will be the sole point of contact for this RFP. Proposer's contact with another City employee without the RFP Coordinator's knowledge and consent is expressly forbidden and may result in disqualification of the Proposer's proposal. Any communication other than via email to the RFP Coordinator will be considered unofficial and non-binding on the City.

Persons may request this information be prepared and supplied in alternate forms by calling collect 0-360-834-6864 or emailing Susan Wilde at the address shown below.

RFP Coordinator:

Susan Wilde
City of Camas
616 NE 4th Avenue
Camas, WA 98607
Ph: 360-817-7268
publicworks@cityofcamas.us

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PART ONE
REQUEST FOR PROPOSALS

Description of Work

City of Camas is soliciting proposals from qualified contractors to provide a variety of janitorial services at twelve (12) City facilities, as outlined in this RFP. The facilities range in size and services to be provided.

The Contractor shall be responsible for providing janitorial services for the following City-owned facilities located in Camas, Washington:

1. Camas Police Department, 2100 NE 3rd Avenue
2. Camas Public Library, 625 NE 4th Avenue
3. Camas-Washougal Municipal Court, 89 C Street, Washougal WA
4. City Hall (includes one Fire Chief's Office), 616 NE 4th Avenue
5. City Hall Annex, 528 NE 4th Avenue (this facility will be re-evaluated once remodel is complete)
6. Community Center, 1718 SE 7th Avenue
7. Fallen Leaf Lake Park, 2911 NE Everett Street
8. Fire Marshal's Office, 605 NE 3rd Avenue
9. Lacamas Lake Lodge, 227 NE Lake Road
10. Public Works Operations Center (2 buildings), 1620 SE 8th Avenue
11. Scout Hall, 120 NE 17th Avenue
12. Wastewater Treatment Plant (2 buildings), 1129 SE Polk Street

Mandatory Pre-Bid Meeting and Facility Tour. Submitters will be asked to attend ONE of the TWO scheduled mandatory pre-bid meeting and facility tours. The meetings have been scheduled as follows:

Wednesday, February 2nd, 2022 at 9:00 AM

Thursday, February 3rd, 2022 at 9:00 AM

Each pre-bid meeting and facility tour will begin in the Council Chambers of Camas City Hall at 616 NE 4th Avenue, Camas, Washington. The intent of the meeting is to provide a project overview followed by a facility walk-through at each location. Submitters are responsible for their own transportation to and from each City facility. An Agenda to include tour schedule and facility addresses will be provided at the meeting. The project sites are not accessible at any time other than during the tour. You may attend one or both sessions. No unauthorized or unscheduled site visits will be allowed. Your Proposal will not be accepted if your firm does not participate in one of the mandatory pre-bid meetings and subsequent facility tour.

The Contractor is obligated to pay Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County, effective February 24, 2022. Wage rates are not included in this packet. A printed copy of the wages rates are available for viewing at the Camas Operations Center. The City of Camas will mail a hard copy upon request by contacting Susan Wilde at publicworks@cityofcamas.us. Rates applicable to this project can be looked up at the Washington State Department of Labor and Industries web site at: www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

RFP Schedule. The anticipated RFP timeline is indicated below. The City reserves the right to change the timeline as it deems necessary.

- Request for Proposals (RFP) Released – **January 18, 2022**
- Proposals Due – **February 24, 2022 no later than 10:00 AM**
- Evaluation of Proposals (*short list if required*) – **February 24th, 2022 to March 4th, 2022**
- Interviews (*if deemed necessary*) – week of **March 7th, 2022**
- Camas City Council approval of contract (*subject to change*) – **March 21, 2022**

General Requirements

Completion of Similar Projects. Contractor must have at least three (3) years prior experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last three (3) years in facilities similar in type to Camas’.

Licensing. Contractors must have a valid Washington State Business License at the time of Proposal submittal as required by State law.

Cleaning and Paper Supplies. The City has the right to approve the cleaning product list supplied by the contractor. The expectation is that the contractor uses the same cleaning supplies in all facilities. Paper supplies (includes paper towels, toilet paper, and toilet seat covers), trash liners, hand soaps, and refills for hand sanitizer stations, will be purchased and provided for by the City.

Evaluation of Proposals. Evaluation of proposals shall be made by a City team, and shall be based on contract total price, customer service and responsiveness to specifications, proven ability, experience, reliability and references in addition to organizational overview and contractor’s ability to perform the work on a consistent and timely basis. Each proposal will be rated on a point system with the top-scoring Proposal selected.

Whether there will be interviews and who will be invited to an interview by City staff will be at the sole discretion of the City.

Evaluation Criteria. A maximum score of 100 points will be used to evaluate proposals. An additional five (5) points will be given to Contractors who provide proof of Clean Industry Management Standard (CIMS) certification with their proposal. Each of the following elements will have the stated Maximum Point Value:

Item No.	Description	Maximum Point Value
1.	Contract Total Price	40 Points
2.	The information contained in the Contractor’s Proposal is clearly stated, organized, and complete	10 Points
3.	Proven Ability, Experience, Reliability and References	30 Points
4.	Organizational Overview, Approach to Staffing and Supervision, and Evaluation of Ability to Perform the Work	20 Points
TOTAL POINTS POSSIBLE		100

False or Misleading Statements. Proposals which contain false or misleading statement or which provide references which do not support an attribute or condition claimed by the respondent, may, at the City’s sole discretion, be rejected.

Completeness of Proposal. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal shall be rejected if such conditions, incompleteness, alterations, or irregularities constitute a material deviation from the Request for Proposal requirements.

Award. The City reserves the right to award the contract to the Proposer that it deems to offer the best overall proposal in its sole discretion. The City is therefore not bound to accept a proposal on the basis of lowest price, and further, the City has the sole discretion and reserves the right to cancel this Request for Proposals and to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interests of the City.

Subcontracting. This service shall not be subcontracted, unless there is additional supervising staff to direct and adequately train employees to acceptable standards and with the written permission of the City of Camas.

Temporary Employees. Successful Contractor will not hire temporary-type employees hired through an employment agency who have not been properly trained.

Background Check. Contractor hereby warrants that all employees who provide janitorial services in or to the Camas Police Department as designated in Part Two herein have passed a background check. All background checks must be conducted at Contractor's expense and the minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN);
2. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Date Base, Federal Criminal);
3. National Sex Offender Registry; and
4. Local background check performed by the City of Camas.

All background checks must be conducted prior to initial access by Contractor. Additionally, all Contractor employees have the responsibility to self-disclose any misdemeanor or felony convictions that occur during the term of this Contract.

City Inspection of Services. All services, which include services performed and workmanship in the performance of services, shall be subject to inspection by the City, at all times during the term of the contract. All inspections by the City shall be made in such a manner as not to unduly delay the work by the Contractor.

City management shall be the sole judge of quality and required frequency of services provided. If the level of cleaning is considered to be unacceptable by City management at any time, the Contractor will be notified, its authorized representatives, or agents and the Contractor shall increase staff or take whatever measures are necessary to provide an acceptable level of cleanliness.

Increase or Decrease in Services. During the term of this contract, the City shall have the option to increase or decrease the amount of services provided under this contract. The contract rate for such increase or decrease shall be adjusted upon mutual agreement of the parties. In the event that the parties cannot agree upon a rate for said increase or decrease in service, either party upon thirty (30) days written notice may terminate the contract.

Changes. Any proposed change in this contract shall be submitted to the City for prior approval and contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

Employee Supervision. The City will not provide any supervision to Contractor's employees. Contractor must have sufficient staffing to oversee all staff, to include training, supervision, and the resolution of issues or problems that may arise.

Contractor shall select individuals to perform janitorial services for City facilities in conformance with accepted janitorial practices and standards. Custodial staff working in these facilities shall have relevant experience.

The Contractor shall ensure that its staff is drug free. No alcohol or drug use shall be permitted on City property. Smoking is not allowed in or within twenty-five feet of City buildings. Staff employed by the Contractor shall not work in any City building while under the influence of any non-prescribed drugs and may only work while using prescribed medications if consistent with the usage restrictions of the medication(s).

Upon request by the City, Contractor will remove from City premises any employee who, in the sole opinion of the City, has participated in any improper conduct.

Employees and representatives of the Contract must be fluent in English. If fluency is in a language other than English, then the Contractor shall:

- A. Provide all Safety Data Sheets (SDS) sheets in both languages.
- B. All containers must be labeled in both languages.
- C. Custodial instructions and schedules shall be posted in both languages.
- D. Provide a number for a Contractor supervisor that City staff can contact when contractor is performing services at any City facility.

Contractor will be held accountable for damages, theft, or any other breach of security caused by its employees and shall be held directly responsible for errors and omissions of its employees and other persons performing janitorial work under the Contractor's control at City facilities. The Contractor shall be responsible for repair of any damage to City property and restoration of any facility damage beyond normal wear and tear, caused by the Contractor's janitorial activities. Repair and restoration shall be to the satisfaction of the City. Any repair or restoration of these damages shall be performed at no cost to the City.

Facilities Security. A major violation of the contract specifications, terms and conditions dealing with building security or confidentiality may result in immediate termination of this contract.

The Contractor shall not engage in and shall prohibit the moving and reading of papers on desks, the opening of desk drawers and cabinets, the using of telephones and office equipment provided for official business.

City facilities are "off limits" to all unauthorized personnel. There will be no unauthorized visits by friends, family, or other people during work shift hours.

The Contractor's employees shall be instructed in the security of City buildings. The Contractor is responsible for the security of the facility during the performance of all contract services and shall ensure that facility access restrictions remain in place and functional (do not prop automatically locked doors open) during cleaning operations. Contractor's employees shall leave only designated lights on and shall check windows and doors for security upon completion of custodial work. All doors are to be properly closed upon Contractor's departure from facility.

Keys and access codes to City facilities issued to the Contractor may not be reproduced or given to another person. The Contractor will be responsible to obtain any keys that may have been provided to employees who terminate employment with his/her firm. Keys or access codes must be safeguarded and accounted for. Contractor is responsible for lost keys and compromised access codes. In the event of contract termination or upon completion of the contract, all monies due the Contractor shall be withheld until the Contractor has surrendered all keys issued by the City. If the Contractor is unable to produce any of the keys issued, the Contractor shall assume full financial responsibility for changing the affected locks and providing necessary keys for the new locks.

General Obligations

Contractor shall insure that the janitor's closets are kept clean and orderly. Vacuum, mop buckets, etc., shall be returned to closets when not in use. Contractor's employees shall use only designated closets and areas for storage of equipment and supplies.

For all operations where furniture and equipment must be moved, no chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or window sills. Upon completion of work, all furniture and equipment must be returned to its original position.

When finished cleaning, all items that were moved for cleaning must be returned to their approximate original positions and, if the item was restrained, refastened or prevented from moving.

Baseboards, walls, furniture and equipment shall in no way be splashed, disfigured or damaged during cleaning operations.

The Contractor shall practice energy conservation by keeping windows and exterior doors closed (do not prop open). Water from sinks is not allowed to run continuously.

Contractor's employees shall not operate or adjust the settings of any of the heating, ventilating, or air conditioning systems in any of the facilities.

Contractor's employees shall report any damaged or broken plumbing, glass or windows, light fixtures, furniture, lavatory fixtures, toilet stoppages, any security violations, vandalism, hazardous conditions, problems with heating and ventilating equipment, or any other condition to be considered unsafe, that may require attention for repairs, adjustment, replacement or correction to the City within 24 hours of detection or observation.

Contract Extension. The period of this Contract and its prices shall be for one (1) year commencing on the date of award, and based on the first year of service, the City's intent is to extend the contract for an additional year (up to five (5) one-year (1) extensions), if each extension would be in the best interest of the City.

As stated in this RFP, contract extensions may be considered if it is mutually agreed upon by both the City and the Contractor. Using the same Bid Items listed in the Proposal beginning in January of each subsequent year, the unit bid prices for the additional Contract Year shall be increased by a percentage rate equal to the Portland, Oregon Metropolitan Area Consumer Price Index (CPI) as of July of the prior year. In the event that the CPI is a negative number, the unit bid prices submitted for the previous Contract Year shall be used. Such extensions shall go into effect only with written confirmation from the City of Camas to the Contractor. Additional Contract Extensions will be managed in the same manner.

Entire Agreement. The Contract Extension as amended, including all schedules, attachments, amendments referenced therein, constitutes the entire agreement between the City and the Contractor. The City's Request for Proposals and the Contractor's offer are specifically included as part of the Contract Extension, as amended. Where there are conflicts between these documents, the controlling document will first be the Contract Extension, as amended, then the Request for Proposals, and finally the Bid. The Contract Extension, as amended, supersedes any other oral or written understanding between the City and the Contractor regarding Janitorial Services at City Facilities services to be provided for the City during the term of the Contract Extension, as amended.

If the City and the Contractor agree to extend the contract, the Contractor agrees to pay wages equal to or more than the Washington State Prevailing Wage Rates as prepared by the Department of Labor and Industries at the time of execution of the Contract Extension. Additional filing and approval of an Intent to Pay Prevailing Wages and an Affidavit of Wages Paid shall be completed and approved for each Contract Year through the Washington State Department of Labor and Industries.

The agreement will remain in effect throughout the contract extension.

Public Liability and Property Damage Insurance. If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance, as described in this RFP, in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

Termination. This agreement may be terminated by either party at any time with or without cause upon thirty (30) days written notice to the other party.

In the event of any breach of this agreement by either party, the other party shall have the right to terminate this agreement upon ten (10) days written notice, which notice shall set forth the reasons for such termination.

Communications Requirement. The Contractor shall maintain a twenty-four hour emergency telephone number with the ability to respond to telephone calls within one-hour.

Cleaning/Servicing Frequency:

Facility	SUN	MON	TUE	WED	THU	FRI	SAT	Earliest Time to Begin Services
Camas Police Department	X	X	X	X	X			5:30 PM-7:30 PM
Camas Public Library		X	X	X	X	X	X	8:30 PM MON-WED THUR-SAT 6:30 PM
Camas-Washougal Municipal Court	X			X				After 5:30 PM
City Hall		X	X	X	X	X		After 5:30 PM
City Hall Annex	X			X				8:00 PM – 10 PM, and as needed on weekends after 10 PM
Community Center	*	X	X	X	X	X	*	Before 9:00 AM
Fallen Leaf Lake Park	As needed, May 16-Sept 30. Facility to be cleaned one day prior to the first event.							
Fire Marshal's Office					X			5:30 PM – 9:00 PM unless otherwise noted on the schedule (weekend cleaning time will be scheduled for after the rental time.
Lacamas Lake Lodge	*	X	X	X	X	X	*	4:30 PM
Public Works Operations Center		X	X	X	X	X		After 7:00 PM
Scout Hall					X			6 PM-10 PM
Wastewater Treatment Plant (2 buildings)	X			X				8:30 PM MON-WED THUR-SAT 6:30 PM

* As needed on Saturday and Sunday.

Cleaning Scope of Work. The Cleaning Scope of Work is to be based on the Standards of Performance and Workmanship as provided in Part Three, and Janitorial Checklists for City Facilities as provided in Part Four.

Administrative Requirements. Proposers shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW) and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

Cancellation of Award. The City reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy makes it necessary to change the program purpose or content, discontinue such programs or impose funding reductions. In those cases, where negotiation of contract activities is necessary, the City reserves the right to limit the period of negotiation to sixty (60) days, after which time funds may be unencumbered.

Award of Contract. The contract award will not be final until the City and the Proposer have executed a contractual agreement.

Debarment and Suspension. By signing the Proposal Form, the Proposer certifies that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency. The Proposer shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

Non-Discrimination & Equal Employment Opportunity. The City of Camas is an Equal Employment Opportunity employer.

The City of Camas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency in consideration for an award.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

E-Verify Requirements. Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding (issued by Homeland Security) in its entirety, submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas. Please go to the Engineering page of the City of Camas web site at www.cityofcamas.us for additional information and to view Ordinance No. 2626.

E-Verify, is an Internet based system operated by the Department of Homeland Security in partnership with the Social Security Administration at no charge. E-Verify has been determined to be a suitable means for determining employment eligibility of new hires and the validity of their Social Security numbers. Please visit the Department of Homeland Security's web site at <http://www.dhs.gov/index.shtm> and select E-Verify to learn more or to enroll in this program.

Insurance. The Consultant shall maintain the following insurance limits:

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.

~~Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate.~~

Aviation Liability or Aircraft Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

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.

Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.

Late Proposals. A proposal received after the date and time indicated herein will not be accepted. No exceptions will be made.

Limitation. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this RFP or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, to waive formalities, to postpone award or to cancel, in part or in its entirety, this RFP if it is in the best interest of the City to do so.

Audit. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

Disadvantaged Businesses. The City of Camas encourages the solicitation and recruitment, to the extent possible, of certified minority-owned (MBE), women-owned (WBE), emerging Minority, Women-Owned, and Veteran-Owned Firms.

Public Records Act. This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

This document and all associated public records will be released where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the City to respond to a request under the Act, as determined by the City, the Contractor agrees to make them promptly available to the City. If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Contractor and the City determines that release of the information is required by the Act or otherwise appropriate, the City's sole obligation shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.

Submittal Preparation and Submission

Request for Proposals (RFP) Process

The objective of this solicitation is to evaluate, select and enter into an agreement with the most qualified Proposer who is deemed to offer the best overall proposal, in the City's sole discretion.

These instructions were developed to aid in development of the proposal. They also provide for a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

Contractors are required to submit RFPs in the format and order described in the Submittal Preparation and Submission section.

Proposal Clarification. Questions regarding this RFP must be directed in writing, via email, to the RFP Coordinator as indicated on page two (2) of this RFP. The deadline for submitting such questions is five (5) calendar days prior to the due date for Proposals.

Proposal Format.

The sealed submittal package must be clearly marked on the outside of the envelop providing the Contractors Name, Project Title and name of the RFP Coordinator.

Statement of Qualifications submittals shall be organized in the following manner:

1. Contractor Information Page
2. Proposal
3. Mandatory Bidder Responsibility Criteria
4. Acknowledgement of Contractor Lawful Hiring Compliance Enrollment
5. Contractor Qualifications Statement
6. Contractor Approach to Staffing and Ability to Complete the Work
7. Copy of the CONTRACTOR LAWFUL HIRING COMPLIANCE Memorandum of Understanding issued by Homeland Security, in its entirety

Evaluation Process

Submittals will be evaluated and ranked based on the following criteria:

Evaluation: In determining the most highly qualified firms, the City will consider the following criteria:

1. *Contract Total Price – 40%*
2. *The Information in the Contractor’s Proposal is Clearly Stated, Organized and Complete – 10%*
3. *Proven Ability, Experience, Reliability and References 30%*

Specialized experience, technical competence, and professional qualifications, of the firm and all persons who will perform and supervise the work. The experience and technical competence of the firm shall be judged, in part, on the proposed structure of and persons assigned to the project and the work. Performance of the firm and the persons who will perform or supervise the work on previous projects or work. The analysis of the performance shall be based on the similarity, complexity, scope, and size of the previous projects or work.

4. *Contractor Approach to Staffing and Ability to Complete the Work – 20%*

Ability to complete the project or work on time, as demonstrated by completion of projects of similar size and work of similar nature, and as predicted by the availability of key persons in key disciplines. A description of anticipated number of employees and time it may take to complete work. A description of any special considerations the City should be aware of regarding work.

During the evaluation process, the Review Committee has the right to require any clarification it needs in order to understand the Proposer's view and approach to the project and scope of the work.

The City reserves the right to make a recommendation for selection after submittal evaluation and further reserves the right to reject all submittals.

STJ Janitorial

P.O Box 590
Camas, WA 98607
541) 450-5030
stjanitorial@gmail.com

City of Camas;
Review Committee
616 NE 4th Avenue
Camas, WA 98607

To whom this may concern,

Thank you for the opportunity and possible consideration to re-join the City of Camas.

We are a 2nd generation local family owned and operated company serving the Camas and Washougal communities since 1983. This is our home, and we take pride being a part of its operations.

We look forward to hearing from you.

Best Regards,



Brad Kavonius
Owner
STJ Janitorial, LLC

CONTRACTOR INFORMATION PAGE

Janitorial Services for City Facilities

Proposal Submitted By:

STJ JANITORIAL, LLC.

CONTRACTOR

P.O BOX 590

CONTRACTOR MAILING ADDRESS

Camas,	WA	98607	541) 450-5030
CITY	STATE	ZIP CODE	PHONE NO.

WASHINGTON STATE CONTRACTORS LICENSE # EXPIRATION

PROPOSALS ARE DUE: February 24th, 2022 at 10:00 AM

City of Camas City Hall
616 NE 4th Avenue
Camas, Washington 98607

Contacts: **City of Camas**
 Susan Wilde
 Phone: 360-817-7268
 E-mail: publicworks@cityofcamas.us

PROPOSAL

To the Office of the City Clerk
Camas, Washington

The undersigned hereby certifies that he has examined the improvements for:

CITY OF CAMAS

2022 JANITORIAL SERVICES FOR CITY FACILITIES

And that the Plans, Specifications and contract governing the work embraced in this improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with the said Plans, Specifications and Contract, and the following schedule of rates and prices:

(Note: Unit prices for all items, all extensions, and total amount of bid should be shown. All entries must be typed or entered in ink.)

	ITEM NO.	QTY	UNIT	DESCRIPTION	MONTHLY UNIT PRICE
5 days	1	1	LS	Camas Police Department, 2100 NE 3 rd Avenue	\$ \$2,562.05
6 days	2	1	LS	Camas Public Library, 625 NE 4 th Avenue	\$ \$3,342.45
2 days	3	1	LS	Camas-Washougal Municipal Court, 89 C Street, Washougal WA 98671	\$ \$725.33
5 days	4	1	LS	City Hall, 616 NE 4 th Avenue	\$ \$3,166.18
2 days	5	1	LS	City Hall Annex, 528 NE 4 th Avenue	\$ \$433.95
5 days	6	1	LS	Community Center, 1718 SE 7 th Avenue *Extra cleanings XX cleanings @ \$79.37 per cleaning	\$ \$1,250
As needed	7	1	LS	Fallen Leaf Lake Park, 2911 NE Everett Street *Summer only XX cleanings @ \$43.50 per cleaning	\$ \$0.00
1 day	8	1	LS	Fire Marshal's Office, 605 NE 3 rd Avenue	\$ \$359.04
5 days	9	1	LS	Lacamas Lake Lodge, 227 NE Lake Road *Extra cleanings XX Cleanings @ \$79.37 per cleaning	\$ \$1,250
5 days	10	1	LS	Public Works Operations Center, 1620 SE 8 th Avenue	\$ \$1,446.50
1 day	11	1	LS	Scout Hall, 120 NE 17 th Avenue	\$ \$351.68
2 days	12	1	LS	Wastewater Treatment Plant (2 buildings), 1129 SE Polk Street	\$ \$539.61
				CONTRACT TOTAL (sales tax is not applicable)	\$ \$15,426.79

Proposal continued



Signature of Owner or Authorized Corporate Officer

By signing the Proposal, the bidder hereby declares, under penalty of perjury under the laws of the United States that the Non-Collusion Declaration and Notice to All Bidders statements, as provided in these Bid Specifications and Contract Documents, are true and correct.

The City of Camas reserves the right to reject any or all proposals if found to be higher than the estimated cost and to waive any formality or technicality in any proposal in the interest of the City. The City of Camas also reserves the right to delete any or all portions of individual bid items.

NON-COLLUSION DECLARATION

I, by signing the Proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071


The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

DOT 272-0361 EF

MANDATORY BIDDER RESPONSIBILITY CRITERIA INFORMATION:

Per RCW 39.04.350 Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must provide the following:

STJ Janitorial, LLC	Brad Kavonius
CONTRACTOR	NAME OF OWNER OR CORPORATE OFFICER
	02/22/2022
SIGNATURE OF OWNER OR CORPORATE OFFICER	DATE

DEPARTMENT OF LICENSING CONTRACTOR LICENSE REGISTRATION NUMBER

604238995

WA STATE UNIFIED BUSINESS IDENTIFIER NO. (UBI) / WA STATE TAX REGISTRATION NO.

678,708-00

LABOR AND INDUSTRIES WORKER COMPENSATION NUMBER

791601-00-9

EMPLOYMENT SECURITY DEPARTMENT NUMBER (UNEMPLOYMENT NUMBER)

83-2485001

EXCISE TAX REGISTRATION NUMBER (FEDERAL ID NUMBER)

Beginning July 1, 2019, prior to bidding, contractors and subcontractors must have received training from the WA State Department of Labor & Industries (L&I) relating to the requirements associated with public works and prevailing wage. Contractors who have completed three or more public works projects and have held a valid Washington business license for three or more years are exempt. Contractors must be listed on the L&I Exempt List prior to bidding.

BIDDER IS IN COMPLIANCE: YES NO

By signing this page, the bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by the final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

NOTE TO BIDDER: Complete and sign this page and submit it with your bid. Incomplete bid packages will be considered non-responsive and may be rejected. Mandatory Bidder Responsibility Criteria information will be verified immediately for compliance to ensure that all accounts are current. Non-compliance with any of the above agency requirements may be considered grounds for a non-responsive bid.


ACKNOWLEDGEMENT OF CONTRACTOR LAWFUL HIRING COMPLIANCE ENROLLMENT

Re: City of Camas Public Work Contractor Lawful Hiring Compliance
(Also referred to as E-Verify)

Per City of Camas Ordinance No. 2626, as a condition for the award or renewal of any contract after January 1, 2012, the Contractor shall enroll in the E-Verify program through the United States Department of Homeland Security and thereafter shall provide the City with a copy of the Memorandum of Understanding in its entirety (issued by Homeland Security), submitted with their bid proposal, affirming their enrollment and participation in the program. The Contractor shall be required to continue their participation in the program throughout the course of their contract with the City. Prime contractors shall require and verify that each of their subcontractors and lower tiered subcontractors are also enrolled and participants in the E-Verify program. This is intended to be used exclusively for employees hired after award and for the duration of the contract with the City of Camas.

BIDDERS MUST SUBMIT A COPY OF THEIR MEMO OF UNDERSTANDING IN ITS ENTIRETY FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY PROVING THAT THEIR COMPANY IS ENROLLED IN THE E-VERIFY PROGRAM. THIS IS REQUIRED AS A CONDITION OF CONSIDERATION OF YOUR BID.

Your signature below indicates acceptance of these terms:



Signature of Owner or Authorized Corporate Officer

02-22-2022

Date

Brad Kavonius

Company Owner/Officer's name printed

STJ Janitorial

Company

CONTRACTOR QUALIFICATIONS STATEMENT

All illegible documents will be REJECTED.

Contractor must complete all portions of this statement before Proposal will be considered. The following statements as to experience and general qualifications of the Contractor as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the Proposer and included in the Proposal evaluation.

1. Name and address of principal business office, which Contract will be administered from:

STJ Janitorial

P.O Box 590

Camas, Wa 98607

Telephone: 541) 450-5030

Email: Stjjanitorial@gmail.com or Kelcee79@gmail.com

2. Number of years Contractor has been engaged in custodial services business: 1983-Present

3. Contractor holds a Clean Industry Management Standard (CIMS) certification: YES NO
Provide proof of certification with Proposal.

* In the process, takes 90+days

4. The Proposer as a Contractor has never failed to satisfactorily perform a contract awarded to him except as follows: (Name any and all exceptions and reasons thereof.)

We have always performed our scheduled work duties including being on call for emergencies
or natural disasters outside of our scheduled shifts like we have done for the city in the past.

- 5. Describe Proposers knowledge of current industry practices, to include: employee engagement, training (initial and ongoing), program documentation including what needs to be cleaned, frequency and cleaning processes, etc.:

Employee engagement: We keep them in the know almost daily of any schedule changes the city might have, we stay connected via email/phone calls/texts, we ask and listen for feedback, we show them we care with company get togethers, recognize employee contributions, and give our employees tools to succeed.

Training: Discussed at our monthly meetings and all new hires to shadow our lead employee doing each job.

Program documentation: All city buildings have check off lists to guarantee thoroughness at each facility regarding standards and performance and workmanship.

- 6. Describe safety standards/plans for the use of all cleaning products and equipment:

All products and equipment are listed in each city janitor closet in the SDS binder, all containers are clearly marked, all equipment and cleaning supplies are stored away and upright and when done with the supplies they are all locked in the janitor closets. We adhere to all chemical and standard requirements as requested by the city of Camas.

7. Contractor must have at least three (3) years prior experience as a contractor in this field of work and have satisfactorily completed three (3) projects of this nature in the last three (3) years in facilities similar in type to Camas'.

Contractor's proposal includes at least three references that can provide feedback on the Contractor's past performance in areas of customer service, ability to work independently, willingness to work with others as needed, ability to meet required deadlines, and attitude of respect for co-workers and guests.

Facility Name Public works operations center

Facility Address 1620 SE 8th ave Camas, Wa 98607

Contracted By City Of Camas

Contract Term (dates under Contract) Most current (2016-present)

Contact Person's Name Susan Wilde

Contact's Telephone Number 360) 817-7268

Facility Name Camas Police Department

Facility Address 2100 NE 3rd ave Camas, Wa 98607

Contracted By City of Camas

Contract Term (dates under Contract) Most current (2016-present)

Contact Person's Name Sergeant Scot Boyles

Contact's Telephone Number 360) 834-4151

Facility Name Lacamas Lake Lodge

Facility Address 227 NE Lake rd Camas, Wa 98607

Contracted By City of Camas

Contract Term (dates under Contract) Most current (2016-present)

Contact Person's Name Susan Palmer

Contact's Telephone Number 360) 817-7981

**CONTRACTOR APPROACH TO STAFFING AND
ABILITY TO COMPLETE THE WORK**

All illegible documents will be REJECTED.

Contractor must complete all portions of this statement before Proposal will be considered. The following statements as to experience and general qualifications of the Contractor as submitted in conjunction with the proposal, as part thereof and truthfulness and accuracy of information is guaranteed by the Proposer and included in the Proposal evaluation.

1. Describe approach to site staffing and supervision:

We have and will continue to have sufficient staffing with our co-lead janitor working M-F including 2 employees during the week and our other co-lead working on the weekends with 2 employees so that there is accuracy in cleaning all buildings thoroughly.

2. Describe process for service evaluation to ensure proper personnel are serving each facility and meeting expectations:

Each Camas facility in the Janitors closet has custodial instructions and schedules posted. After each building is completed the co-lead scans through the buildings to verify all work was completed.

3. Provide the number of staff assigned to the contract and the time needed to mobilize once the contract is awarded:

STJ Janitorial has 4 employees and 2 on-call team members. We need no time to mobilize if awarded the contract since staffing, schedules, all building ordering via Susan Wilde, and knowledge of every building are already in action.

4. Describe your firm's ability to perform the work on a consistent and timely basis:

All employees are assigned a set job & checklist. If one employee were to obtain extra work due to a building being extra dirty, all employees are to finish their assigned job and help one another when done. It is mandatory that all employees are cross trained in an event of an emergency or going home sick. All employees, besides 1, live in Camas and are all on call 24/7 so that when an emergency arises, like in the past, we are there in a timely manner so that the needs of the city are met.

Company ID Number: 1401155

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and STJ Janitorial LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 1401155

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

Company ID Number: 1401155

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

Company ID Number: 1401155

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



Company ID Number: 1401155

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

Company ID Number: 1401155

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

- 1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer STJ Janitorial LLC	
Name (Please Type or Print) Christopher D Tarr	Title
Signature Electronically Signed	Date 04/11/2019
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/11/2019

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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	STJ Janitorial LLC
Company Facility Address	1725 SE 8th Ave Camas, WA 98607
Company Alternate Address	PO Box 590 Camas, WA 98607
County or Parish	CLARK
Employer Identification Number	832485001
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

Company ID Number: 1796142

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Kelly C Silveira
Phone Number (541) 450 - 5030
Fax Number
Email Address STJJANITORIAL@GMAIL.COM

Name Brad E Kavonius
Phone Number (360) 608 - 3865
Fax Number
Email Address STJJANITORIAL@GMAIL.COM



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This list represents the first 20 Program Administrators listed for this company.

PART TWO
CONTRACT DOCUMENTS

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, between the City of Camas under and by virtue of Title 35A RCW (cities and towns), as amended

And, _____, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials and equipment for **Janitorial Services for City Facilities**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the current Washington State Department of Transportation which are by the reference incorporated herein and made part hereof and, shall perform any changes in the work in accord with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Camas. In all respects, the Contractor is an independent Contractor, and not an employee of the City of Camas.

II. The City of Camas hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accord with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in manner and upon the conditions provided for in this contract.

III. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

IV. The Contractor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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.

V. The Contractor shall provide a material, labor, and equipment guarantee for the work performed under this contract for a period of one year from the Date of Acceptance as shown on the Notice of Completion for Public Works Projects. All work shall be free of defect in workmanship or materials. Upon notice, the Contractor shall make all repairs promptly at no cost to the City. Failure to repair or replace defects in a manner satisfactory to the Engineer will constitute a breach of this contract.

VI. **The Contractor is obligated to pay Prevailing Wages as determined by the Washington State Department of Labor and Industries Prevailing Wages, Rates for Clark County effective February 24th, 2022.**

Under no circumstances will any payment be made without an approved Intent to Pay Prevailing Wages form. Such form to be duly approved by an Industrial Statistician employed by the State of Washington Department of Labor and Industries.

VII. CONTRACT EXTENSION: The period of this Contract and its prices shall be for one (1) year commencing on the date of award. The City of Camas reserves the right to offer up-to five (5) additional one (1) year extensions if the extensions would be in the best interest of the City.

VIII. BACKGROUND CHECK: Contractor hereby warrants that **all employees** who provide janitorial services for City of Camas facilities as designated in this contract herein have passed a background check. All background checks must be conducted by the City and the minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number (SSN);
2. Criminal Records (County and State Criminal Felony and Misdemeanor, National Criminal Data Criminal Date Base, Federal Criminal);
3. National Sex Offender Registry; and
4. Local background check performed by the City of Camas Police Department.

All background checks must be conducted prior to initial access by Contractor employees (this also includes Contractor employees that are "filling in" for employees unable to work their shift). Additionally, all Contractor employees have the responsibility to self-disclose any misdemeanor or felony convictions that occur during the term of this Contract. Contractor agrees to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers for any claim, suits, or proceedings alleging any breach of this warranty.

IX. Communications Requirement: The Contractor shall maintain a twenty-four hour emergency telephone number with the ability to respond to telephone calls within one-hour.

X. As provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987, the contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment.

City of Camas, Washington in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will

be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, age, disability, income-level, or LEP in consideration for an award.

XI. The Contractor shall certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any State or Federal department or agency.

XII. The Contractor shall not propose or contract with any person or entity that is currently debarred, suspended, and ineligible contractors and grantees.

XIII. It is further provided that no liability shall attach to the City of Camas by reason of entering into this contract, except as provided herein.

XIV. The Contractor shall maintain its records and accounts so as to facilitate audit requirements as established by the Office of the State Auditor and shall require subcontractors to do the same.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Mayor of the City of Camas has caused this instrument to be executed by and in the name of the said City of Camas the day and year first above written.

Executed by the Contractor _____, 2022.

Contractor

Executed by the Local Agency _____, 2022.

Mayor, City of Camas

Approved as to Form

City of Camas Attorney

CONTRACT BOND

Janitorial Services for City Facilities

KNOW ALL PERSONS BY THESE PRESENTS, That _____

of _____, as Principal, and _____

as Surety, are jointly and severally held and bound unto the City of Camas, Washington,

in the penal sum of Dollars (\$ _____), for the payment of which we jointly and severely bind ourselves, our heirs, executors, administrators, and assigns, and successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that whereas, on the _____ day of _____ A.D., 20____, the said _____

Principal, herein, executed a certain contract with the City of Camas, Washington,

by the terms, conditions and provisions of which contract the said _____

Principal, herein, agree to furnish all material and do certain work, to wit: That

_____ will undertake and

complete the construction of these **Janitorial Services for City Facilities**, according to the maps, plans and specifications made a part of said contract, which contract as so executed, is hereunto attached, is now referred to and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length. The bond shall cover all approved change orders as if they were in the original contract.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of said contract in all respects and shall well and truly and fully do and perform all matters and things as specified in the Contract Documents, unless amended by change order, undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and until the same is accepted, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and shall in all respects faithfully perform said contract according to law, then this obligation to be void, otherwise to remain in full force and effect.

WITNESS our hands this _____ day of _____, 20__

PRINCIPAL

ATTORNEY-IN-FACT, SURETY

NAME AND ADDRESS, LOCAL OFFICE OF AGENT

APPROVED:

CITY OF CAMAS, WASHINGTON

BY: _____
MAYOR, CITY OF CAMAS

DATE: _____, 20__

SURETY BOND NUMBER _____

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

PART THREE
STANDARDS OF PERFORMANCE & WORKMANSHIP
FOR CITY FACILITIES

Standards of Performance & Workmanship

The below Standards of Performance & Workmanship include all facilities identified via separate checklists in PART FOUR JANITORIAL CHECKLISTS FOR CITY FACILITIES. *For all facilities: lock all doors, turn off lights, and set security alarm if present, when leaving building.*

1.0 ENTRY AREAS (OUTSIDE FRONT SIDEWALK TO FRONT DOOR UP TO ENTRY AND INTERIOR LOBBY)

Satisfactory and acceptable entry areas, including exterior foyers, entry ramps, stairways, and interior lobbies, shall be free of dirt, dust, debris, and stains. Acceptable entry areas shall present a clean, uniform appearance.

- All paper, trash or other discarded materials shall be disposed of in the appropriate recycling or trash container.
- All surfaces of exterior foyers shall be cleaned as necessary to remove cobwebs, dirt, dust, and other loose or foreign material.
- Interior and exterior entry areas shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Entry mats shall be thoroughly vacuumed. Surfaces under entry mats shall be routinely checked and swept and/or vacuumed as needed to remove dirt, dust, and other loose or foreign material.
- Hard surface floor, carpet, and entry mat stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, heel and scuff marks, oil, and tar.
- Entry doors and door glass shall be cleaned inside and out to remove fingerprints, smudges, spots, streaks, etc.
- Items moved during entry area cleaning operations shall be returned to their original location.

2.0 FLOOR CARE (EXCEPT KITCHENS, RESTROOMS, LOCKER ROOMS AND ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)

A. CARPET

Satisfactory and acceptable carpet areas shall be free of dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- Paper clips, staples, and other debris shall be picked up and thrown away.
- Carpeted areas shall be thoroughly vacuumed. Vacuum attachments or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.

- Carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee, grease, gum, oil and tar.
- Baseboards shall be cleaned as needed, to remove scuff and smudge marks.
- Items moved during carpet cleaning operations shall be returned to their original location.

B. HARD SURFACE FLOORS (EXCEPT KITCHENS, RESTROOMS LOCKER ROOMS AND ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)

Satisfactory and acceptable hard surface floor areas shall be free of dirt, dust, debris, heel marks, smears, smudges, spots, stains and streaks. Acceptable hard surface floors shall present a clean, uniform appearance.

- Hard surface floors shall be dust mopped or swept to remove dirt, dust and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Hard surface floors shall be wet mopped using an appropriate cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Warning signs or barriers shall be posted during mopping operations for safety.
- Splash marks/spots shall be removed from baseboards, fixtures, furniture, and walls prior to completing wet mopping operations.
- Hard surface floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil, and tar.

3.0 INTERIOR GLASS/WINDOWS

Satisfactory and acceptable glass, mirror or vitreous surfaces shall be free from smears, spots and streaks. Acceptable glass shall present a clean, clear, uniform appearance.

- Glass surfaces, including inside of exterior windows, shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces. Items moved during glass cleaning operations shall be returned to their original location.

4.0 CLEANING AND DUSTING FLOOR TO CEILING

Satisfactory and acceptable floor to ceiling, and furniture in all rooms, shall be free of cobwebs, dirt, dust, smears, smudges, spots, stains, and streaks.

- Vacuum upholstered furniture.
- Wipe and disinfect touch points: light switches, door handles, handrails and miscellaneous fixtures.
- Cobwebs, dirt, dust, and other laden airborne matter shall be removed by either chemical, manual or mechanical means. Devices that merely displace or redistribute

matter, such as feather dusters, will not be used unless treated to attract and hold the matter.

- Doors and walls shall be wiped and dusted to remove dust, smudges, spots or streaks as needed.
- Wall hangings, book cases (including tops), armoires, hard surfaces and other furniture, shall be dusted and/or brush vacuumed. *Active desk space including keyboards, monitors, phones, desk chairs, etc., are not required to be cleaned under this section.*
- Surface smears, smudges, spots, stains, and streaks created either existing, or as a result of dusting activities, shall be removed with an appropriate cleaner.
- Ductwork and vents, including ceiling and wall-mounted air diffusers and return air grills, and exposed lighting fixtures shall be dusted and/or "brush vacuumed" as part of high dusting operations.
- Items moved during low and high dusting operations shall be returned to their original location.

WINDOW BLINDS, SHADES AND ROOM DIVIDERS

Satisfactory and acceptable window blinds and shades and room dividers shall be free of dirt, dust, debris and stains. Acceptable window blinds, shades and room dividers shall present a clean, uniform appearance.

Blinds shall be vacuumed using tools designed for cleaning blinds.

- Window shades shall be cleaned in-place whenever possible using an appropriate method.
- When it is more expeditious, effective, or safer to do so, shades may be removed for cleaning.
- Room dividers shall be vacuumed or dusted and spot cleaned or wiped down using an appropriate cleaner.

Items moved during window blind, shade and room divider cleaning operations shall be returned to their original locations.

5.0 KITCHENS

Satisfactory and acceptable kitchens, kitchenettes and lunchrooms shall present an overall clean appearance and meet or exceed Health Department standards for food preparation areas. All surfaces, including floors, in this section shall be cleaned using a "restaurant grade" or other appropriate disinfectant cleaner.

- Surfaces shall be dampened and wiped with food safe disinfectant, to remove dirt, food debris, grease, grime, spots, stains and objectionable odors. Surfaces include, but are not limited to: appliance exteriors, cabinets, ceilings, countertops, faucets, fixtures, handles, hood fans, sinks (if they are empty), tables and chairs, trash containers and walls.
- Microwave shall be cleaned inside and out as needed.

- Chrome or stainless appliances and fixtures shall also be polished to remove fingerprints, streaks and watermarks.
- Floors shall be dust mopped or swept to remove dirt, dust and debris prior to wet mopping.
- Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Warning signs or barriers shall be posted during mopping operations for safety.
- Splash marks/spots shall be removed from appliances, baseboards, cabinets, fixtures, furniture and walls prior to completing wet mopping operations.
- Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil and tar.
- Product dispensers shall be checked and refilled on a daily basis.
- Items moved during kitchen cleaning operations shall be returned to their original locations.

6.0 RESTROOMS/LOCKER ROOMS/WORKOUT ROOMS

Satisfactory and acceptable restrooms, locker rooms, and workout rooms shall present an overall clean appearance and be of "hospital" quality for sanitation.

- All surfaces, including floors, in this section shall be cleaned using a "hospital grade" or other appropriate disinfectant cleaner.
- Surfaces shall be damp wiped with disinfectant cleaner to remove all foreign materials including: debris, dirt, dust, feces, grease, grime, hair, marks, mildew, mold, rings, smears, smudges, soap scum, spots, urine and other biological growth or stains. Surfaces include, but are not limited to: cabinets, ceilings, countertops, faucets, fixtures, handles, mirrors, product dispensers, shower stalls (including ceilings, curtains, doors and mats, enclosures, fixtures, grout and walls), sinks, stall doors and partitions, tables and chairs, lockers, toilets, trash containers, urinals and walls.
- Mirrors, product dispensers, and chrome or stainless fixtures shall also be polished to remove fingerprints, streaks and watermarks.
- Floors shall be dust mopped or swept to remove dirt, dust and debris prior to wet mopping. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including around stationary fixtures and furniture, baseboards, behind doors, and other corners and crevices.
- Floors shall be wet mopped using an appropriate disinfectant cleaning product for the floor it is being applied to. Mops shall be mechanically wrung out/squeezed to remove excess solution.
- Warning signs or barriers shall be posted during mopping operations for safety.
- Splash marks/spots shall be removed from baseboards, cabinets, fixtures, furniture and walls prior to completing wet mopping operations.

- Floor stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, grease, gum, heel and scuff marks, oil and tar.
- Product dispensers shall be checked and refilled as needed on a daily basis.
- Items moved during restroom/locker room cleaning operations shall be returned to their original locations.
- Shower stalls shall be wiped daily, and thoroughly cleaned one time per week.
- Workout equipment is excluded from this section and is assumed to be cleaned by users before/after use

7.0 RECYCLING AND TRASH

Satisfactory and acceptable recycling and trash collection shall be performed daily and result in refuse being deposited into the appropriate collection receptacle and clean trash containers returned to their original locations.

- Recycling and trash containers shall be cleaned as needed with an appropriate disinfectant to remove dirt, food waste, grease, grime, stains, streaks and objectionable odors.
- Trash can liners shall be replaced on a daily basis.
- Items moved during recycling and trash collection operations shall be returned to their original locations.

8.0 MISCELLANEOUS

DRINKING FOUNTAINS

Satisfactory and acceptable drinking fountains shall present an overall clean appearance and meet the same standards for faucet and fixture cleanliness as noted in "5. KITCHENS" above.

BASEBOARDS, DOORS AND WALLS, WALL HANGINGS, CHAIR BASES

- Wipe off fingerprints and marks on doors and walls (ALL AREAS)
- Wipe baseboards throughout
- Dust chair bases throughout the building
- Dust wall hangings in all areas

ELEVATOR CAB

Satisfactory and acceptable elevators shall be free of dirt, dust, debris, and stains. Acceptable elevators shall present a clean, uniform appearance.

- Interior and exterior vertical elevator cab surfaces shall be cleaned with an appropriate cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces.
- Elevator cab floors shall be thoroughly swept and/or vacuumed. Vacuum attachments, or other tools, will be used to remove loose material from hard-to-reach areas including corners, crevices, and door tracks and carpeted elevator cab walls.

- Hard surface floor and carpet stains shall be removed with an appropriate stain removing product. Stains include, but are not limited to, coffee grease, gum, heel and scuff marks, oil and tar.

FALLEN LEAF LAKE PARK JANITORIAL SERVICE

- Empty all trash AS PER 7.0
- Sweep areas under picnic tables
- Wipe down all tables and benches
- Wipe down outdoor counter
- Clean sink at outdoor counter AS PER 5.0
- Cobweb removal
- Clean both restrooms (mop, toilet, sink) AS PER 6.0

9.0 ADDITIONAL CONTRACTED SERVICE OPTIONS

The City may ask contractor/vendor to provide the following services, on a per each occurrence, via a separate quote.

CARPET CLEANING

Satisfactory and acceptable carpet areas shall be free of cleaning residue, dirt, dust, debris, and stains. Acceptable carpet areas shall present a clean, uniform appearance.

- Carpets shall be cleaned using mechanical carpet cleaners with appropriate products applied according to manufacturers' directions.

MACHINE SCRUB HARD SURFACE FLOORS

Satisfactory and acceptable machine scrubbed hard surface floor areas shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable machine scrubbed hard surface floors shall present a clean, uniform appearance.

Hard surface floors shall be machine scrubbed using appropriate products and equipment as specified by manufacturers' directions.

SPRAY BUFF HARD SURFACE FLOORS (EXCEPT WOOD FLOORS)

Satisfactory and acceptable spray buffed hard surface floors shall be free of dirt, dust, debris, heels and scuff marks, smears, smudges, spots, stains and streaks. Acceptable spray buffed floors shall present a "like new" waxed finish.

- Hard surface floors shall be spray buffed using appropriate products and equipment for floor type as specified by manufacturers' directions.

STRIP, SEAL, WAX AND BUFF HARD SURFACE FLOORS (EXCEPT WOOD FLOORS)

Satisfactory and acceptable stripped, sealed, waxed and buffed hard surface floors shall be free of dirt, dust, debris, heel and scuff marks, smears, smudges, spots, stains and streaks. Acceptable floors shall present a glossy new "wet look" finish free of fogging and swirl marks.

- Hard surface floors shall be stripped, sealed, waxed and buffed using appropriate products and equipment for floor type as specified by manufacturers' directions.

EXTERIOR WINDOW WASHING

Satisfactory and acceptable window glass shall be free from smears, spots and streaks.

Acceptable glass shall present a clean, clear, uniform appearance.

- Glass surfaces shall be cleaned with an appropriate glass cleaner to remove dirt, film, soil, spots, smears, streaks and other foreign substances. All excess cleaner will be removed from surrounding trim and surfaces.
- Items moved during glass cleaning operations shall be returned to their original location.

PART FOUR
JANITORIAL CHECKLISTS FOR
CITY FACILITIES

CAMAS LIBRARY*					
625 NE 4th Avenue					
Business Hours Mon-Wed 10 AM - 8 PM. & Thurs-Sat 10 AM - 6 PM					
Janitorial Service Mon -Wed 8:30 PM and Thur - Sat 6:30 PM					
1.0 Front Areas (clean all of the entrances: 4th Ave., 5th Ave., Franklin Ave., and the Courtyard)					
M	T	W	TH	F	SAT
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)					
M	T	W	TH	F	SAT
3.0 Glass (interior glass/windows)					
	T			F	
4.0 Cleaning and Dusting (Floor To Ceiling and shelving units on the first floor)					
	T			F	
5.0 Kitchens/Lunchrooms					
M	T	W	TH	F	SAT
6.0 All Restrooms/Locker Rooms /Workout Rooms					
M	T	W	TH	F	SAT
7.0 Recycling & Trash (throughout building and Courtyard)					
M	T	W	TH	F	SAT
8.0 Miscellaneous					
	T			F	
*Refer to Standards of Workmanship and Performance for detailed specifications					

CAMAS POLICE DEPARTMENT**				
2100 NE 3RD Ave				
Business Hours Monday-Friday 8 AM to 5 PM				
Janitorial Service Monday-Thursday after 5:30 PM & Sunday anytime				
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)				
M	T	W	TH	SUN
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)				
M	T	W	TH	SUN
3.0 Glass (interior glass/windows)				
	T			SUN
4.0 Cleaning and Dusting (Floor To Ceiling)				
	T			SUN
5.0 Kitchens/Lunchrooms				
M	T	W	TH	SUN
6.0 All Restrooms/Locker Rooms /Workout Rooms/SALLY PORT/Booking Room				
M	T	W	TH	SUN
7.0 Recycling & Trash				
M	T	W	TH	SUN
8.0 Miscellaneous-water fountains/armory/lab				
		W		SUN
*Refer to Standards of Workmanship and Performance for detailed specifications				
**All areas inside Police Facility include Sally Port, Booking Room, Lab, Armory, Community Room , Offices, Hallways, Lobbies, Workout Room, Staff Meeting Room, Restrooms, and Kitchens.				

CAMAS-WASHOUGAL MUNICIPAL COURT HOUSE* Business Hours Monday-Friday 8 AM to 5 PM 89 C Street, Washougal, WA 98681 Janitorial Service on Wednesday and Sunday 5:30 PM-7:30 PM			
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)			
	W	SUN	
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)			
	W	SUN	
3.0 Glass (interior glass/windows)			
	W	SUN	
4.0 Cleaning and Dusting (Floor To Ceiling)			
	W	SUN	
5.0 Kitchens/Lunchrooms			
	W	SUN	
6.0 All Restrooms/Locker Rooms /Workout Rooms			
	W	SUN	
7.0 Recycling & Trash			
	W	SUN	
8.0 Miscellaneous			
	W	SUN	
*Refer to Standards of Workmanship and Performance for detailed specifications			

CITY HALL* 616 NE 4th Avenue Business Hours 8 AM -5 PM with some night meetings in Council chambers (schedule will be sent each month) Janitorial Service Monday-Friday After 5:30 PM - 6:00 AM				
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)				
M	T	W	TH	F
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)				
M	T	W	TH	F
3.0 Glass (interior glass/windows)				
	T			F
4.0 Cleaning and Dusting (Floor To Ceiling)				
	T			F
5.0 Kitchens/Lunchrooms				
M	T	W	TH	F
6.0 All Restrooms/Locker Rooms /Workout Rooms				
M	T	W	TH	F
7.0 Recycling & Trash				
M	T	W	TH	F
8.0 Miscellaneous				
	T			F
*Refer to Standards of Workmanship and Performance for detailed specifications				

CITY HALL ANNEX*			
528 NE 4th Ave			
Business Hours Monday-Friday 8 AM to 5 PM			
Janitorial Service on Tuesday and Friday			
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)			
	T	F	
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)			
	T	F	
3.0 Glass (interior glass/windows)			
	T	F	
4.0 Cleaning and Dusting (Floor To Ceiling)			
	T	F	
5.0 Kitchens/Lunchrooms			
	T	F	
6.0 All Restrooms/Locker Rooms /Workout Rooms			
	T	F	
7.0 Recycling & Trash			
	T	F	
8.0 Miscellaneous			
	T	F	
*Refer to Standards of Workmanship and Performance for detailed specifications			

COMMUNITY CENTER*

1718 SE 7TH AVENUE

Business Hours Monday-Friday 8 AM to 5 PM

Janitorial Service Monday-Friday **AND as needed on Saturday & Sunday**
8:00 PM - 10:00 PM and as needed on weekends after 10:00 PM

NOTE: Ballroom Room, Reception Room, and Conference Room are rented out
Friday, Saturday and Sunday until 10:00 PM (Weekend-High Use)

1.0 Front Areas (outside sidewalk to front door entry and interior lobby)

M	T	W	TH	F	SAT	SUN

2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)

M	T	W	TH	F	SAT	SUN

3.0 Glass (interior glass/windows)

M	T	W	TH	F	SAT	SUN

4.0 Cleaning and Dusting (Floor To Ceiling)

M	T	W	TH	F	SAT	SUN

5.0 Kitchens/Lunchrooms

M	T	W	TH	F	SAT	SUN

6.0 All Restrooms/Locker Rooms /Workout Rooms

M	T	W	TH	F	SAT	SUN

7.0 Recycling & Trash

M	T	W	TH	F	SAT	SUN

8.0 Miscellaneous

M	T	W	TH	F	SAT	SUN

*Refer to Standards of Workmanship and Performance for detailed specifications

FALLEN LEAF LAKE PARK*

2911 NE EVERETT STREET
PARK HOURS 10:00 AM TO DUSK

**Cleaning Begins May 16th AND Ends September 30th As Needed
JANITOR SERVICE WILL BE NOTIFIED WHEN THERE IS AN EVENT**

**Note: Janitor Service Comes In One Day Before First Event is
Scheduled For That Week To Make Sure It Is Clean**

8.0 Miscellaneous - FALLEN LEAF LAKE PARK JANITORIAL SERVICE

M	T	W	TH	F	SAT	SUN

*Refer to Standards of Workmanship and Performance for detailed specifications

FIRE MARSHAL'S OFFICE*		
605 NE 3rd		
Business Hours Monday-Friday 8 AM to 5 PM		
Janitorial Service on Thursday After 5:30 PM		
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)		
	TH	
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)		
	TH	
3.0 Glass (interior glass/windows)		
	TH	
4.0 Cleaning and Dusting (Floor To Ceiling)		
	TH	
5.0 Kitchens/Lunchrooms		
	TH	
6.0 All Restrooms/Locker Rooms /Workout Rooms		
	TH	
7.0 Recycling & Trash		
	TH	
8.0 Miscellaneous		
	TH	
*Refer to Standards of Workmanship and Performance for detailed specifications		

LACAMAS LAKE LODGE*

227 NE Lake Road

Business Hours Monday-Friday 8 AM - 5 PM

Janitorial Services Monday-Friday, AND Saturday & Sunday as needed

Janitorial Service Hours 5:30 PM - 9:00 PM unless otherwise noted on the schedule
(weekend cleaning time will be scheduled for after the rental time)

1.0 Front Areas (outside sidewalk to front door entry and interior lobby)						
M	T	W	TH	F	SAT	SUN
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)						
M	T	W	TH	F	SAT	SUN
3.0 Glass (interior glass/windows)						
	T			F		
4.0 Cleaning and Dusting (Floor To Ceiling)						
	T			F		
5.0 Kitchens/Lunchrooms						
M	T	W	TH	F	SAT	SUN
6.0 All Restrooms/Locker Rooms /Workout Rooms						
M	T	W	TH	F		
7.0 Recycling & Trash						
M	T	W	TH	F	SAT	SUN
8.0 Miscellaneous						
	T					F

*Refer to Standards of Workmanship and Performance for detailed specifications

PUBLIC WORKS OPERATIONS CENTER*				
1620 SE 8th Avenue				
HOURS M-F 7:00 AM to 3:30 PM, clean after 5 PM DURING WORK WEEK				
Janitorial Service Monday-Friday after 5:30 PM				
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)				
M	T	W	TH	F
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)				
M	T	W	TH	F
3.0 Glass (interior glass/windows)				
	T			F
4.0 Cleaning and Dusting (Floor To Ceiling)				
	T			F
5.0 Kitchens/Lunchrooms				
M	T	W	TH	F
6.0 All Restrooms/Locker Rooms /Workout Rooms				
M	T	W	TH	F
7.0 Recycling & Trash				
M	T	W	TH	F
8.0 Miscellaneous				
	T			F

*Refer to Standards of Workmanship and Performance for detailed specifications

SCOUT HALL* 120 NE 17th AVE JANITORIAL SERVICE ON THURSDAY After 7:00 PM		
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)		
	TH	
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)		
	TH	
3.0 Glass (interior glass/windows)		
	TH	
4.0 Cleaning and Dusting (Floor To Ceiling)		
	TH	
5.0 Kitchens/Lunchrooms		
	TH	
6.0 All Restrooms/Locker Rooms /Workout Rooms		
	TH	
7.0 Recycling & Trash		
	TH	
8.0 Miscellaneous		
	TH	
*Refer to Standards of Workmanship and Performance for detailed specifications		

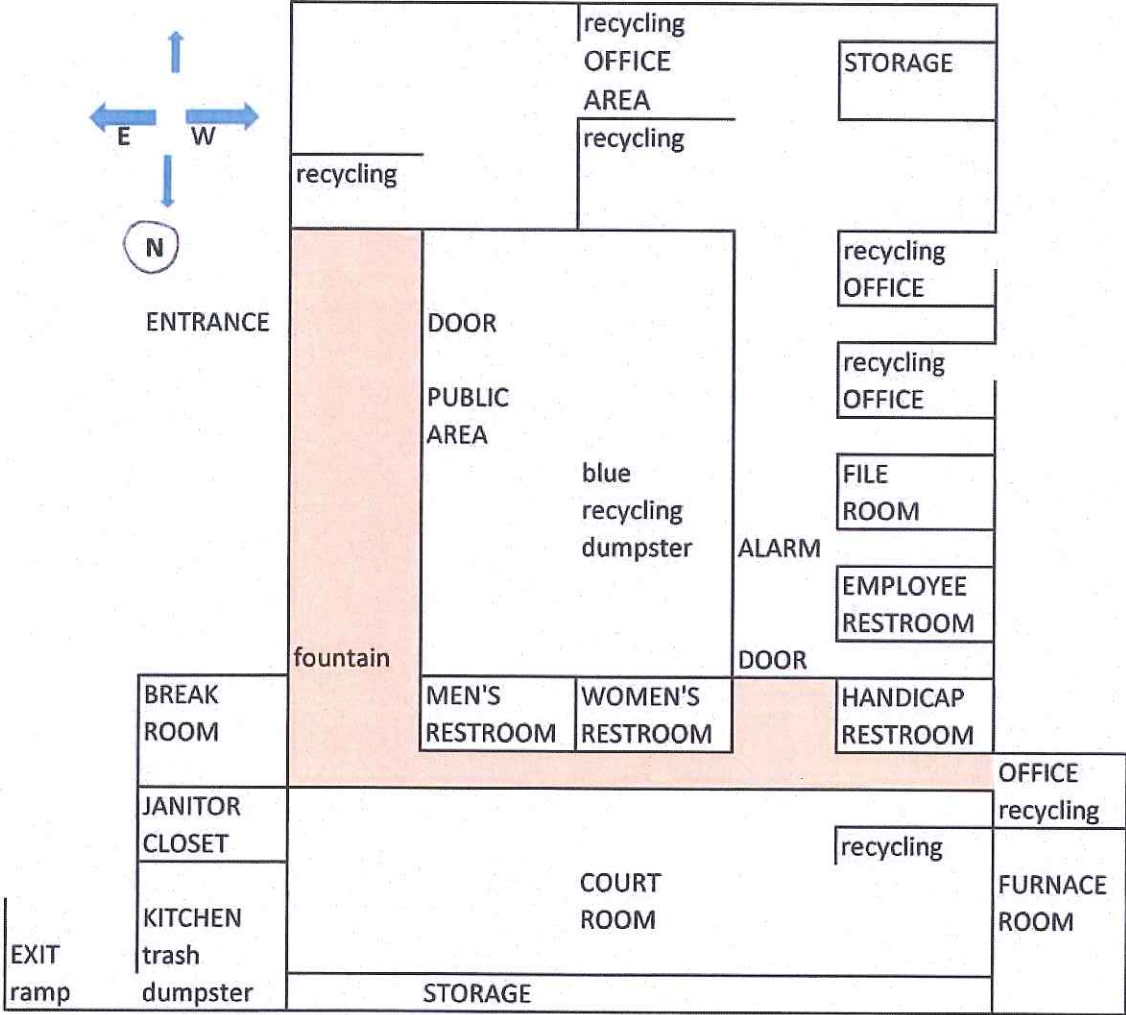
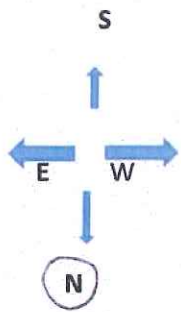
WASTEWATER TREATMENT PLANT*			
1129 SE Polk Street			
Business Hours: 5 AM to 4:30 PM Monday - Sunday			
Main Office & Side Building - Janitorial Service 6 PM -10 PM Wednesday			
1.0 Front Areas (outside sidewalk to front door entry and interior lobby)			
	W	SUN	
2.0 Floor Care: Carpet, Hard Surface Floors (EXCEPT KITCHENS RESTROOMS LOCKER ROOMS & ELEVATOR CABS, SEE 5.0, 6.0 and 8.0)			
	W	SUN	
3.0 Glass (interior glass/windows)			
	W	SUN	
4.0 Cleaning and Dusting (Floor To Ceiling)			
	W	SUN	
5.0 Kitchens/Lunchrooms			
	W	SUN	
6.0 All Restrooms/Locker Rooms /Workout Rooms			
	W	SUN	
7.0 Recycling & Trash			
	W	SUN	
8.0 Miscellaneous			
	W	SUN	
*Refer to Standards of Workmanship and Performance for detailed specifications			

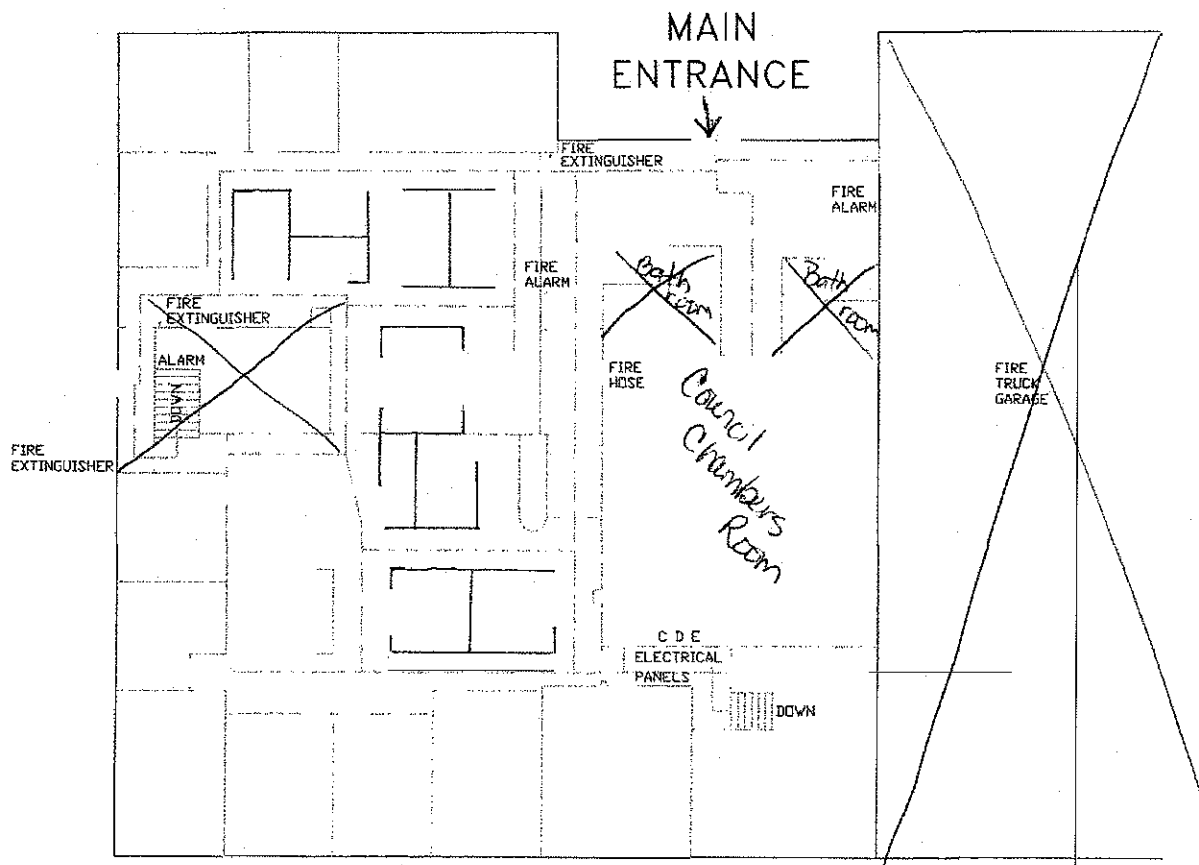
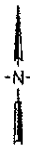
PART FOUR
CITY OF CAMAS FACILITY MAPS

Note: maps are not to scale

CAMAS/WASHOUGAL COURT OFFICE

89 C ST WASHOUGAL





City Hall Main Floor Evacuation Plan

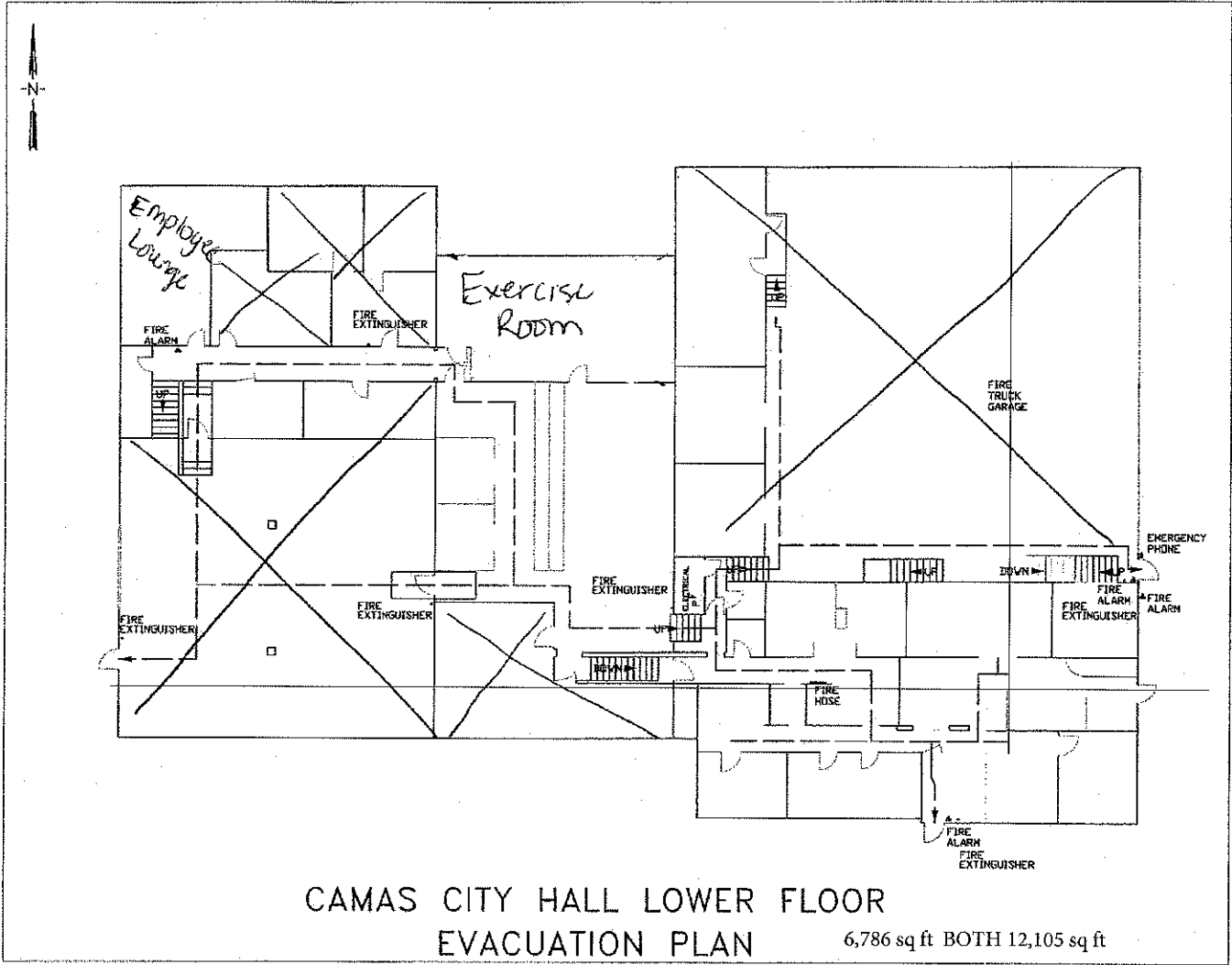
EXHIBIT G

CAMAS CITY HALL MAIN FLOOR EVACUATION PLAN

5,319 sq ft

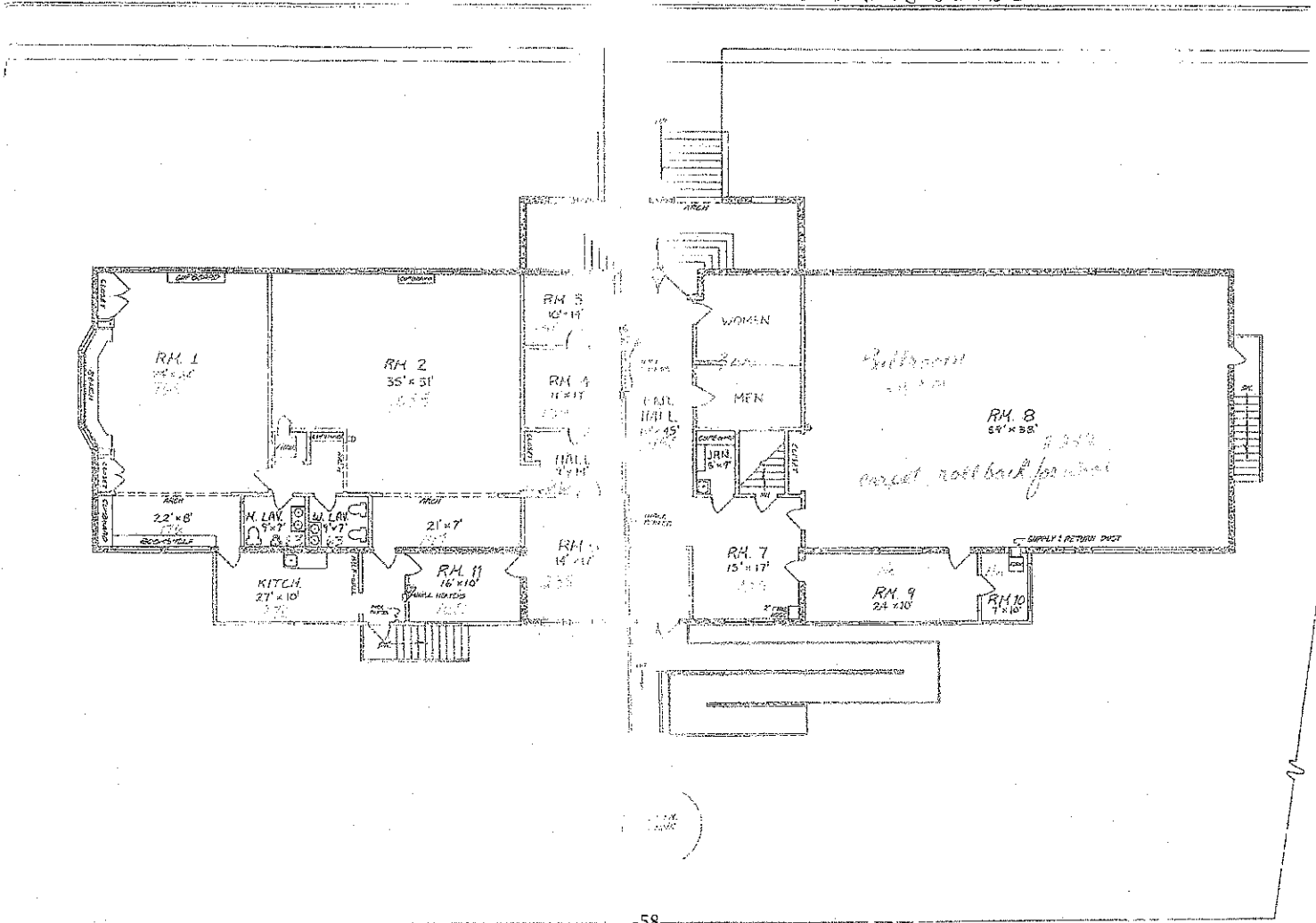
34

crossed out areas are non-carpeted



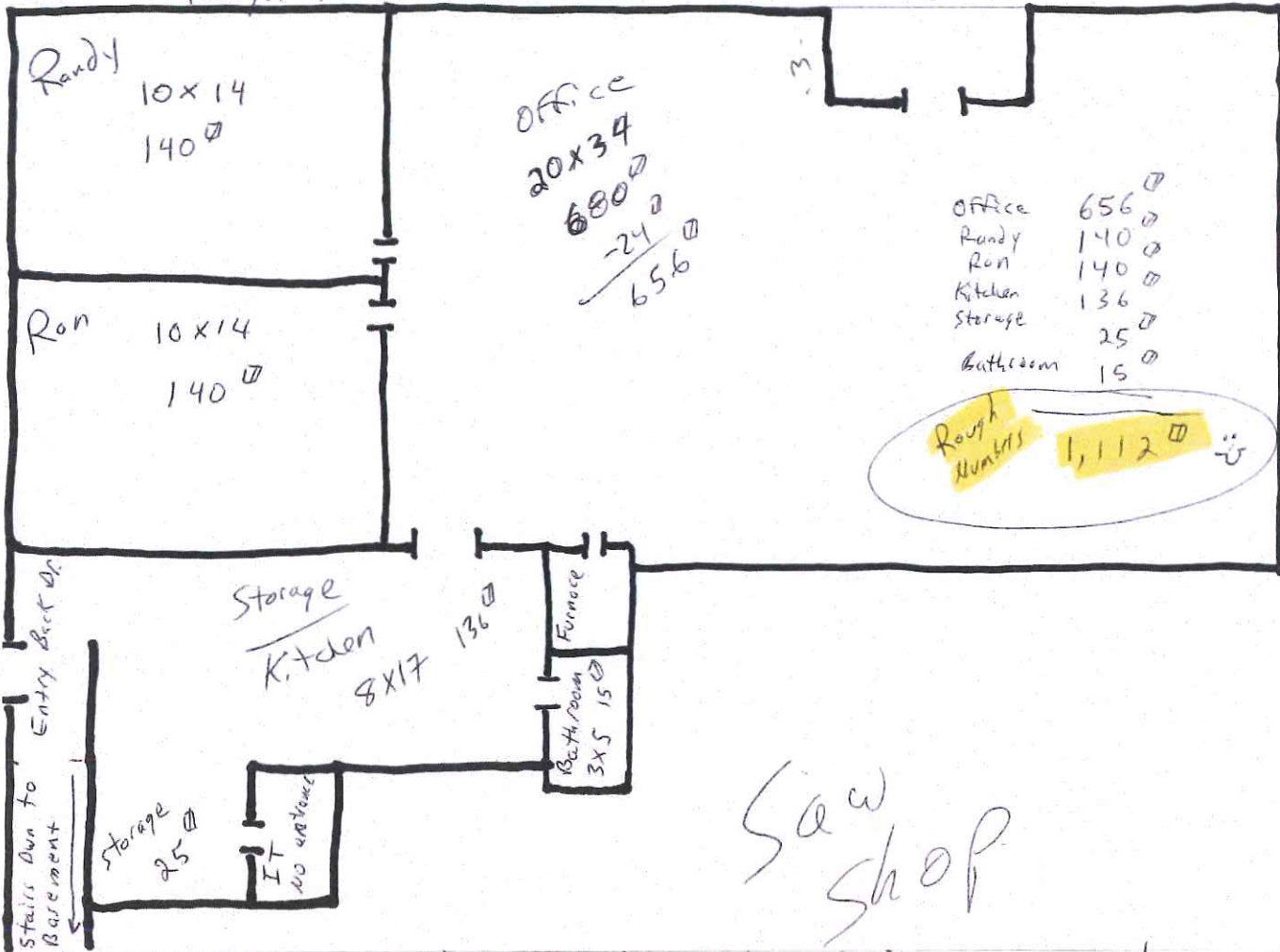
65 E 7TH AVE.

COMMUNITY CENTER



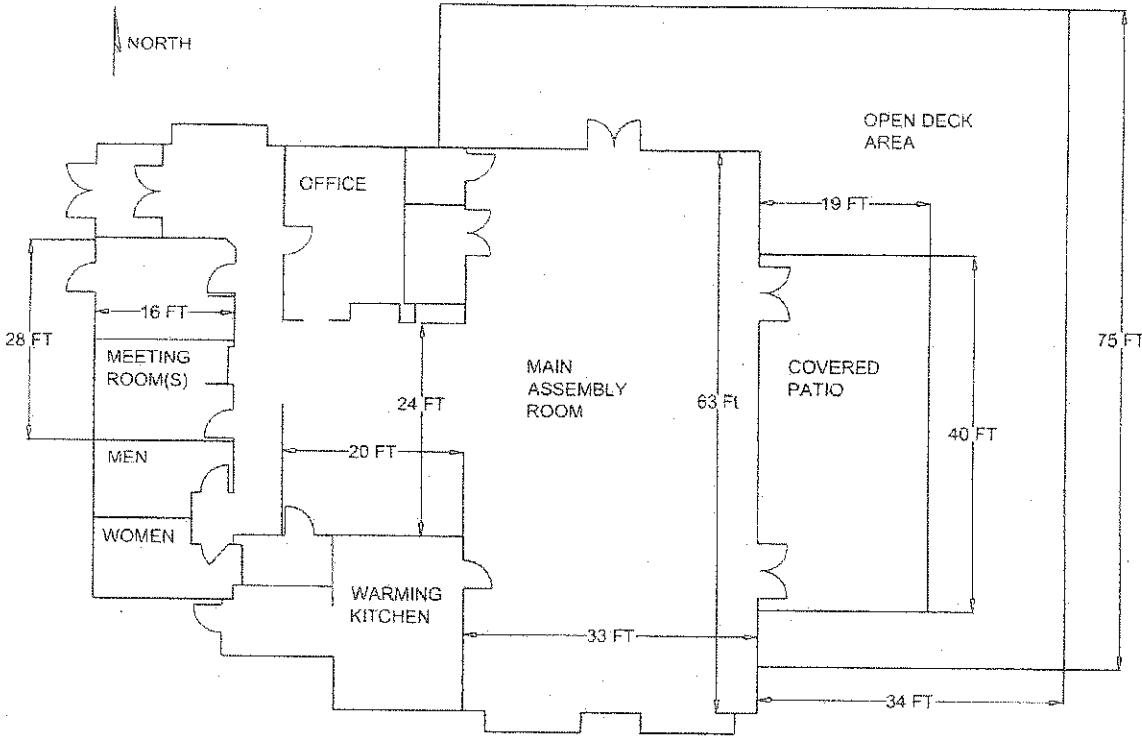
Fire Marshal's Office Rough Floor Plan

STADTLER
NO. 07816
FLOOR PLAN



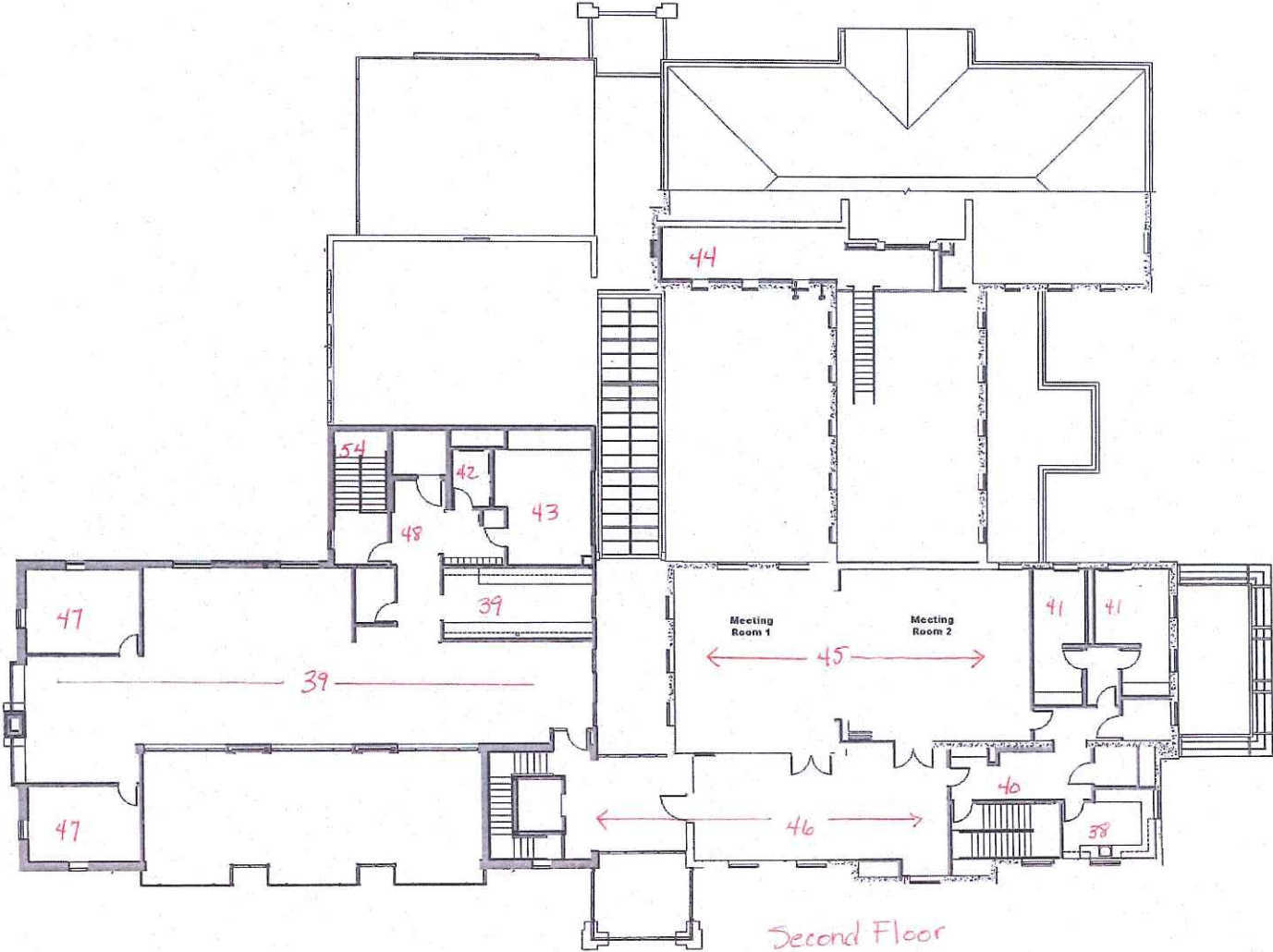
Have you hugged your residential fire sprinkler system today?

11/12/15 (RM)

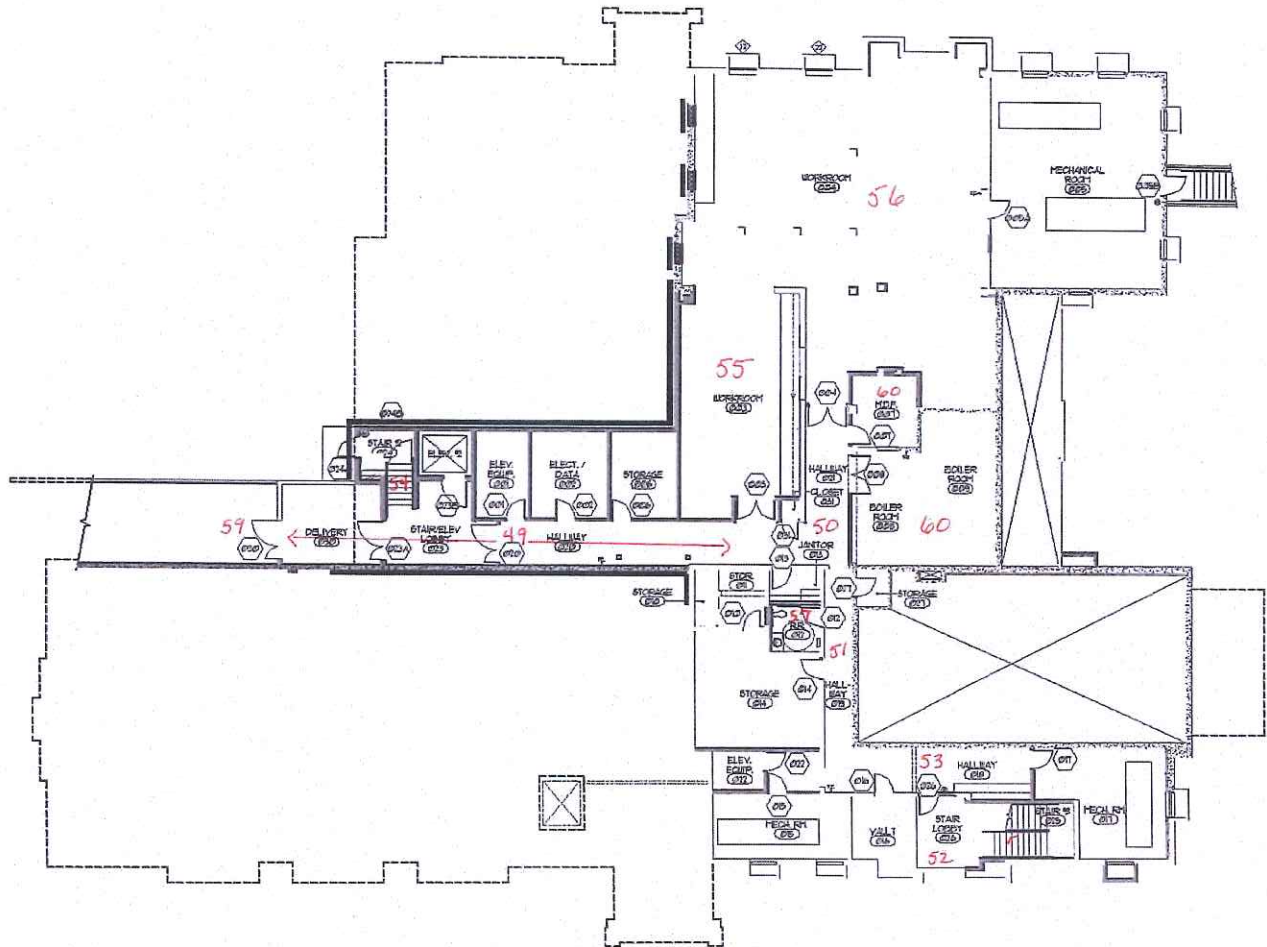


LACAMAS LAKE LODGE BUILDING PLAN
NOTE: DIMENSIONS APPROXIMATE AND ARE ROUNDED TO NEAREST FOOT

Camas Library



Camas Library

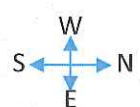
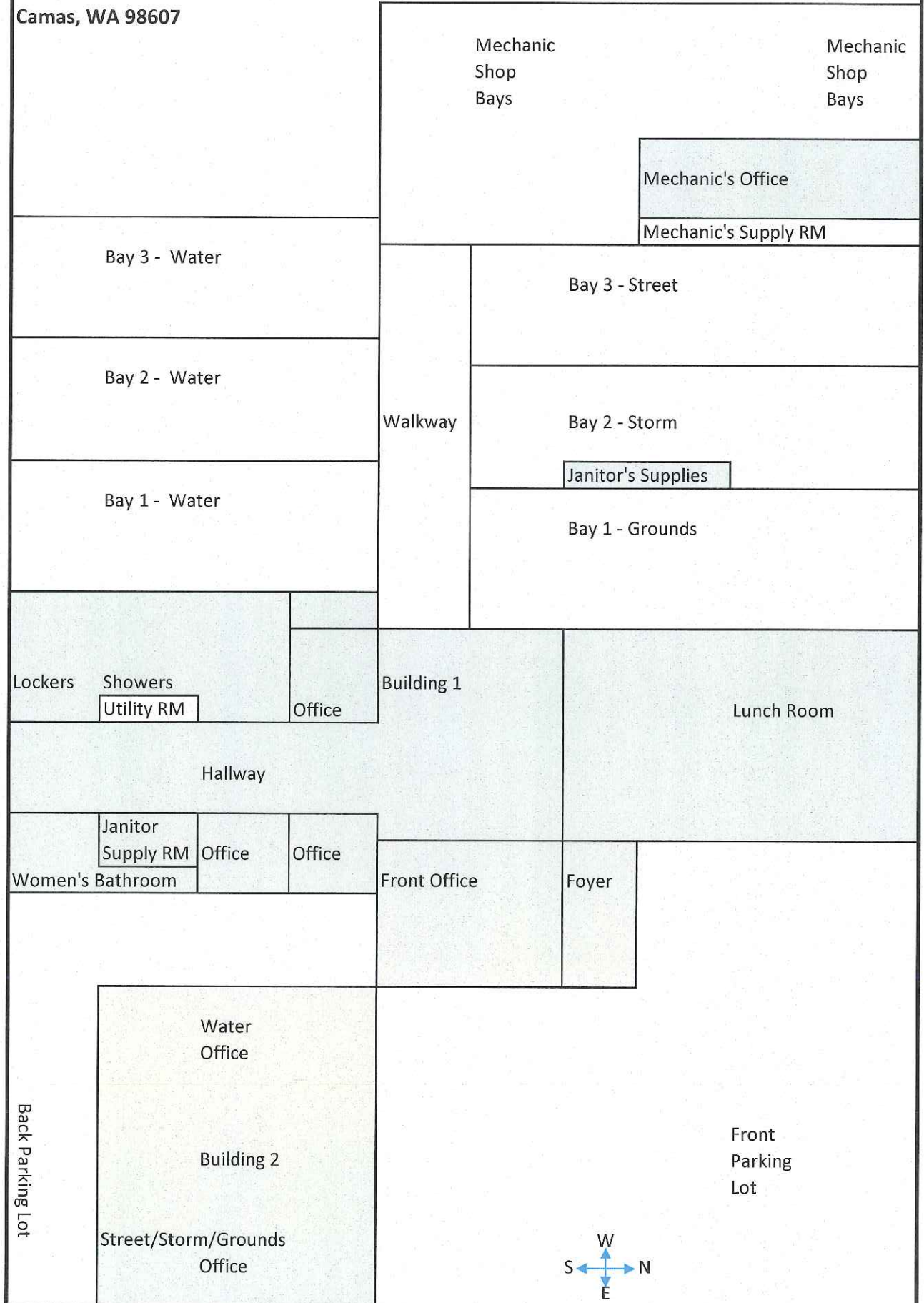


1 **BASEMENT FLOOR PLAN**
SCALE: 1/8" = 1'-0"
0 2 4 8 16 24

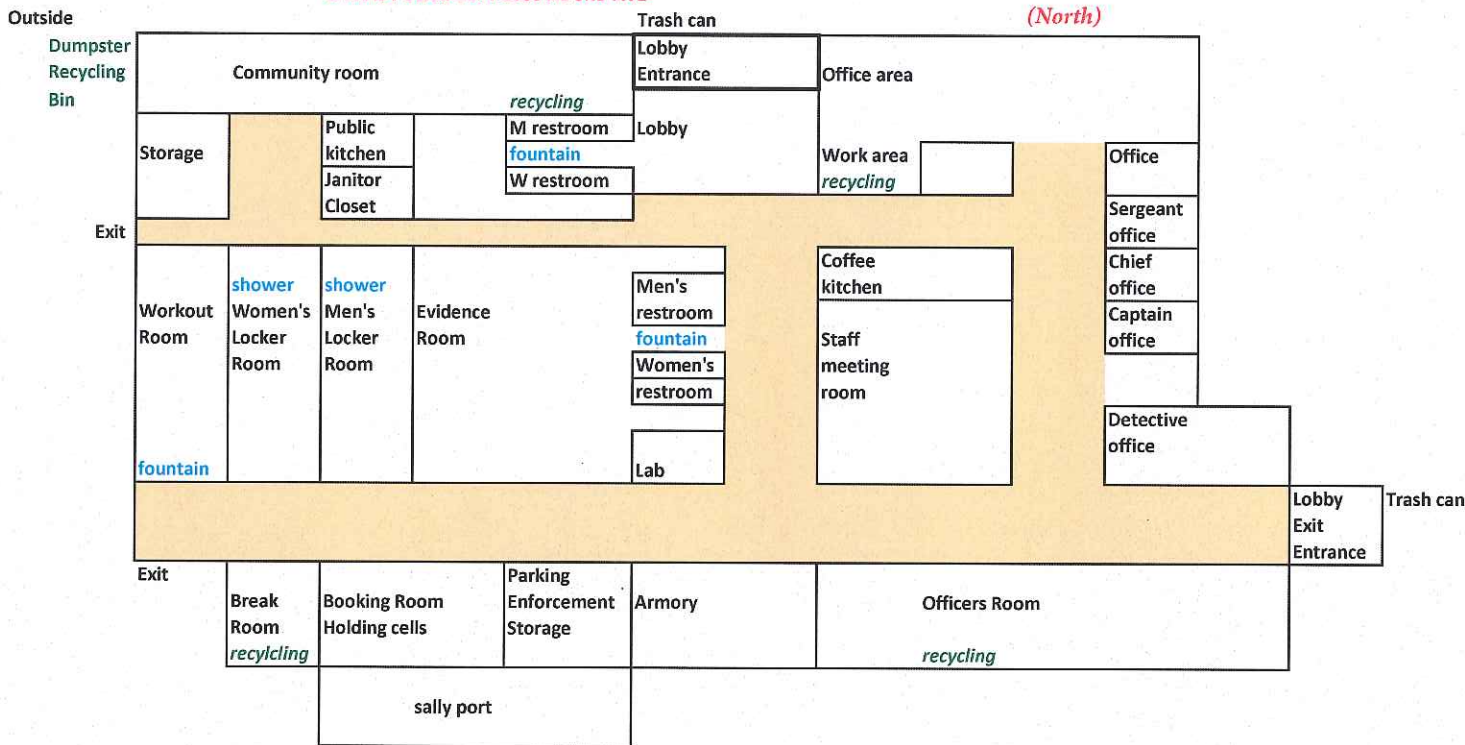


Public Works Operations Center

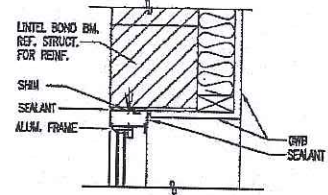
1620 SE 8th Avenue
Camas, WA 98607



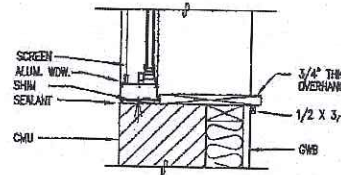
CAMAS POLICE DEPT 2100 NE 3RD AVE



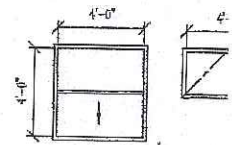
Camas Wastewater Treatment Plant



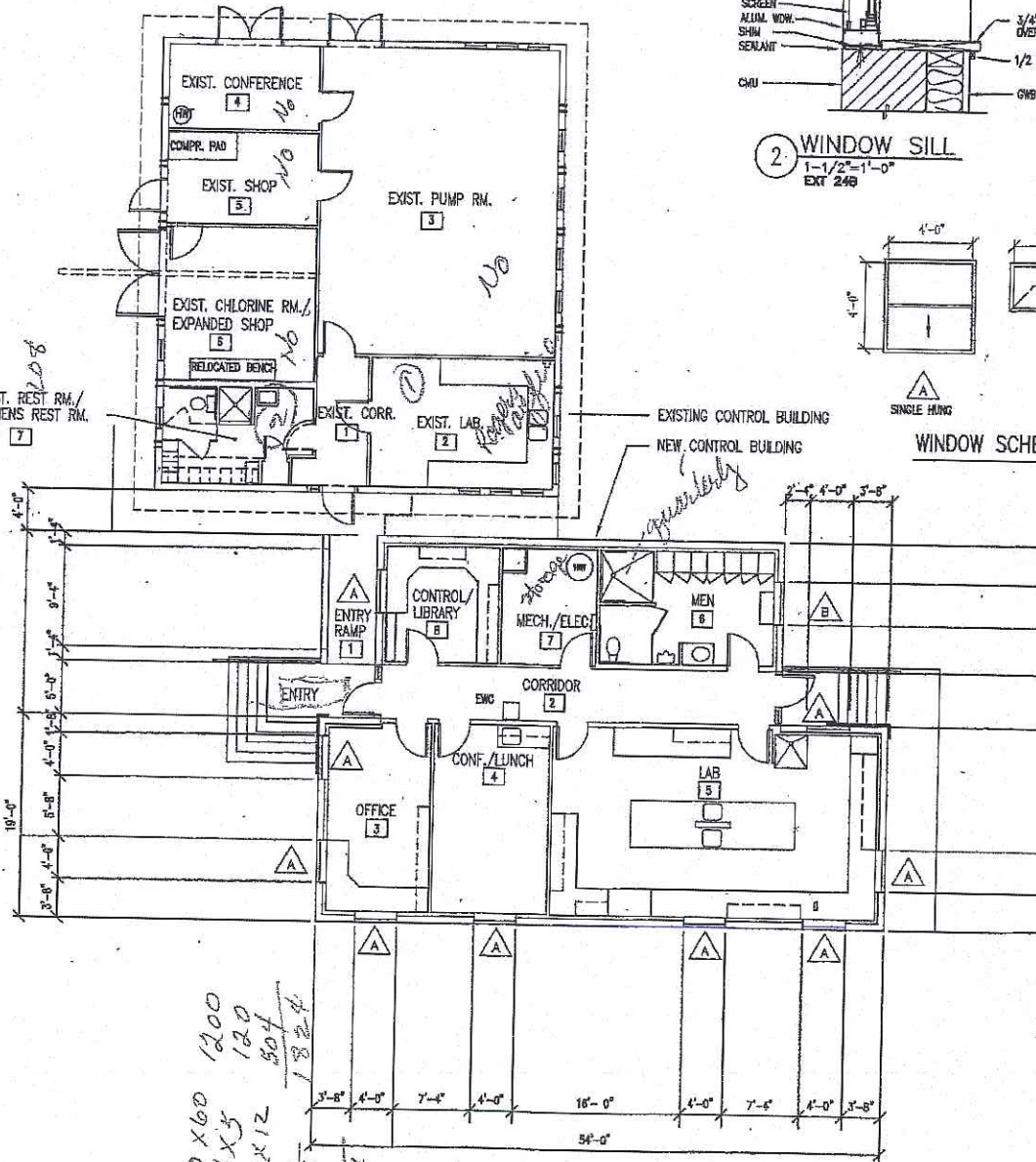
1 WINDOW HEAD (JAMB)
1-1/2" x 1'-0"
EXT 24A



2 WINDOW SILL
1-1/2" x 1'-0"
EXT 24B



WINDOW SCHED
A SINGLE HING



208
5x10
16x13
18
18
18

20 x 60
24 x 3
12 x 12
12
184
42
504
1200
120
504
182.4



CONTROL BUILDING FLOOR PLAN
1/8" = 1'-0"



Staff Report

April 4, 2022, Council Workshop Meeting

Annual Amendments to the Camas Municipal Code

Presenter: Madeline Sutherland, Planner

Time Estimate: 15

Phone	Email
360.817.1568	msutherland@cityofcamas.us

BACKGROUND: Annual Amendments to the Camas Municipal Code.

SUMMARY: As part of the city’s annual code improvement project, the amendments include corrections to typos, citations, or punctuation, and to clarify sections of the Camas Municipal Code (CMC) that were challenging to administer over the past review cycle. This report includes an evaluation of each amendment in accordance with the review criteria at CMC Section 18.51.030.

Planning Commission held a public hearing on January 19, 2022, and received public testimony on several of the proposed code changes. Some of the suggestions from the public were then incorporated in the recommendation from the Planning Commission to the City Council (See exhibit 1). Specifically, the suggested language changes included changing the definition of “Substance Abuse Treatment Facilities” to “Residential Treatment Facility” thereby matching up with State definitions. The other addition to the definition included the terms “Sober Living Home” and “Transitional Housing.”

The inclusion of some additional terms within the definition as recommended may create issues of compliance with the Fair Housing Act. As such, staff and the City Attorney’s office have reviewed language with Municipal Research and Services Center and the Washington State Department of Commerce to draft language that is compliant with State and Federal requirements on fair housing (See City Attorney Memorandum, Exhibit 3).

Staff recommends that these new terms be added as separate definitions to comply with state law as shown in Exhibit 2. Staff is recommending City Council move forward with Exhibit 1, with the exception of the edits relating to CMC 18.03.030 – Residential Treatment Facility, CMC 18.07.040 Commercial and Industrial Land Uses, and CMC 18.07.040 – Residential Land Uses, and remand Exhibit 2 back to the Planning Commission for further discussion.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To correct typos, citations, punctuation and clarify sections of the Camas Municipal Code.

What's the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? Public notices have been posted in the Post Record and the City website.

Who will benefit from, or be burdened by this agenda item? The code amendments will add clarity to development sections of the CMC which will benefit the public and City staff.

What are the strategies to mitigate any unintended consequences? N/A

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

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

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

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? The code amendments align with the comprehensive plan and other adopted resolutions.

BUDGET IMPACT: The code amendments do not impact the budget.

RECOMMENDATION:**Planning Commission Recommendation**

Planning Commission unanimously approved the amendments as provided in Exhibit 1 at a public hearing on January 19, 2022, and is recommending City Council approve the amendments as proposed in Exhibit 1.

Staff Recommendation

Staff recommends City Council review the exhibits and move forward with Exhibit 1, with the exception of the edits relating to CMC 18.03.030 – Definitions- Residential Treatment Facility, CMC 18.07.030 Commercial and Industrial Land Uses, and CMC 18.07.040 – Residential Land Uses, and remand Exhibit 2 back to the Planning Commission for further discussion.

STAFF REPORT

Annual Amendments to Camas Municipal Code (CMC)
File No. MC21-01

TO:	Steve Hogan, Mayor City Council	
FROM:	Madeline Sutherland, Planner on behalf of the Planning Commission	
REPORT DATE:	March 25, 2022	WORKSHOP DATE: April 4, 2022
PUBLIC NOTICES:	Notice of public hearing before for Planning Commission was published in the Camas Post Record on January 6, 2022.	
COMPLIANCE WITH STATE AGENCIES:	Commerce 60-day notice of intent to adopt was sent on January 27, 2022.	The city issued a State Environmental Policy Act (SEPA) determination of Non-Significance Non-Project Action on February 17, 2022.

Summary

As part of the city’s annual code improvement project, the amendments include corrections to typos, citations, or punctuation, and to clarify sections of the Camas Municipal Code (CMC) that were challenging to administer over the past review cycle. This report includes an evaluation of each amendment in accordance with the review criteria at CMC Section 18.51.030.

Planning Commission held a public hearing on January 19, 2022, and received public testimony on several of the proposed code changes. Some of the suggestions from the public were then incorporated in the recommendation from the Planning Commission to the City Council (See exhibit 1). Specifically, the suggested language changes included changing the definition of “Substance Abuse Treatment Facilities” to “Residential Treatment Facility” thereby matching up with State definitions. The other addition to the definition included the terms “Sober Living Home” and “Transitional Housing.”

The inclusion of some additional terms within the definition as recommended may create issues of compliance with the Fair Housing Act. As such, staff and the City Attorney’s office have reviewed language with Municipal Research and Services Center and the Washington State Department of Commerce to draft language that is compliant with State and Federal requirements on fair housing (See City Attorney Memorandum, Exhibit 3).

Staff recommends that these new terms be added as separate definitions to comply with state law as shown in Exhibit 2. Staff is recommending City Council move forward with Exhibit 1, with the exception of the edits relating to CMC 18.03.030 – Residential Treatment Facility, CMC 18.07.040 Commercial and Industrial Land Uses, and CMC 18.07.040 – Residential Land Uses, and remand Exhibit 2 back to the Planning Commission for further discussion.

DISCUSSION

The following is a list of proposed amendments to sections of the CMC in numerical order and includes a brief description of the changes.

- CMC 17.09.030.B.5- Preliminary short plat approval. & CMC 17.11.030.B.6 - Preliminary subdivision plat approval.
 - The proposed amendment clarifies that both existing and proposed sidewalks need to be shown on the plat, not only the proposed.
 - The amendment will also require the submittal of retaining wall cross-sections for walls over four feet in height. Many times, the height of retaining walls is not shown until after plat approval, where later, staff finds the retaining walls exceed the maximum height permitted. By providing retaining wall information at the time of preliminary plat submittal, staff can review for compliance and avoid future conflicts.
- CMC 17.19.030.D.5. - Tract, block, and lot standards.
 - The section relates to protecting the character of the neighborhood. By adding language to include pedestrian connectivity it emphasizes that pedestrian connectivity is important to neighborhood character.
- CMC 17.19.040.B.10.b. - Infrastructure standards.
 - Block lengths over 600 feet are not currently required to have a midway pedestrian connection. The nearest pedestrian connection would be located at the end of each block, requiring a pedestrian to travel to one of the ends to cross safely. Staff is proposing to require a midway pedestrian connection, to allow for pedestrians to cross safely if block lengths are over 600 feet.
 - The second proposed amendment in this section is to remove the second sentence in subsection ii and place it in a separate subsection (iii) for clarification. The language has been updated to reference design requirements for the pedestrian connection.
- CMC 17.19.040.C.2. – Infrastructure standards.
 - Staff is proposing to update this section to clarify that each unit in a townhome development must have an individual sewer lateral unless otherwise approved by the Public Works Director or designee. Other sections of code require individual sewer laterals; therefore, the update will be consistent with other code sections.
- CMC 18.03.030- Definitions for land uses/ CMC 18.07 - Table 1—Commercial and industrial land uses/ CMC 18.07 Table 2—Residential and multifamily land uses.
 - Planning Commission Recommendation (Exhibit 1): Planning Commission is recommending to include language for Sober Living Homes and Transitional Housing into the Residential Treatment Facility definition. The definition proposed in Exhibit 1, is not recommended by staff because grouping all three of these uses into one definition violates state law, therefore staff is proposing the amendments in Exhibit 2.
 - Staff Recommendation (Exhibit 2): Staff is recommending creating separate definitions for “Sober Living Homes” and “Transitional Housing” to comply with state law.
 - People in Sober Living Homes are considered “persons with handicaps” and therefore may not be treated differently than a single-family residence. The bed count for a Sober Living Home will be limited to no more than eight unrelated people to be consistent with an Adult Family Home, which houses “persons of handicap” as well. Sober Living Homes are also proposed to be permitted in the same zones as an Adult Family Home. Staff is proposing additional language to the Residential Treatment Facility definition to require more than 8 unrelated individuals to separate the use from a Sober Living Home.

- Transitional Housing was a part of a state legislative update that requires this type of housing to be permitted in all zones where residential dwelling units and hotels are permitted. The definition proposed is from RCW 84.36.043.2.c.
- CMC 18.15.100.A – Temporary signs
 - The proposed language will prohibit temporary signs within roundabouts due to safety reasons. The proposed amendment complies with the AASHTO’s regulations by prohibiting signs within the sight distance of roundabouts. The amendment will increase vehicle, bicycle, and pedestrian safety.
- CMC 18.43.070 - Expiration and renewal.
 - The current language in the conditional use permit code section contradicts CMC 18.55.260 - Expiration, Renewals, and Extensions. Staff is proposing to remove the language in the conditional use permit section related to permit expiration and renewals. Instead, add language to reference CMC 18.55.260 to provide clarity and consistency.
- CMC 18.55.110 - Application—Required information.
 - Currently, the code section requires all Type III and short plat applications to post a 4 foot by 8-foot development sign on site. Several Type III applications are smaller in scale and a 4 foot by 8-foot sign are too substantial for these smaller sized applications. Staff is proposing to allow for a smaller development sign size subject to the director’s approval.
- CMC 18.55.355 - Code conflicts.
 - The code section was added during the 2020 Annual Code Amendments. A code interpretation application requires a discretionary decision. The section currently requires a Type I process, which is generally for applications that do not require a discretionary decision. A Type II process is required for discretionary decisions; therefore, staff is proposing to require a code interpretation application to be a Type II process instead of a Type I process.

CRITERIA OF APPROVAL – CMC 18.51.030	Finding
A. Impact upon the city of Camas comprehensive plan and zoning code;	The proposed changes consist of edits to typos or adding clarity to the zoning code. No substantive changes are proposed at this time.
B. Impact upon surrounding properties, if applicable;	The proposed changes will have minor impacts on future development citywide.
C. Alternatives to the proposed amendment; and	No alternatives are proposed at this time.
D. Relevant code citations and other adopted documents that may be affected by the proposed change.	No citations or documents will be affected beyond what has been provided within Exhibit 1 and 2.

Planning Commission Recommendation

Planning Commission unanimously approved the amendments as provided in Exhibit 1 at a public hearing on January 19, 2022, and is recommending City Council approve the amendments as proposed in Exhibit 1.

Staff Recommendation

Staff recommends City Council review the exhibits and move forward with Exhibit 1, with the exception of the edits relating to CMC 18.03.030 – Definitions- Residential Treatment Facility, CMC 18.07.030 Commercial and Industrial Land Uses, and CMC 18.07.040 – Residential Land Uses, and remand Exhibit 2 back to the Planning Commission for further discussion.

Exhibit 1: Planning Commission Recommendation Annual Code Amendments (MC21-01)

The code amendments below are forwarded from the Planning Commission. The language underlined in red is proposed to be added. The language stricken through in ~~red~~ is proposed to be removed.

CMC 17.09.030.B.5- Preliminary short plat approval.

- f. Location of existing and proposed sidewalks, street lighting, and street trees,
- q. Show location and height of proposed retaining walls. Provide cross sections for retaining walls over 4-feet in height.

CMC 17.11.030.B.6 - Preliminary subdivision plat approval.

- e. Location of existing and proposed sidewalks, street lighting and street trees,
- p. Show location and height of proposed retaining walls. Provide cross sections for retaining walls over 4-feet in height.

CMC 17.19.030.D.5. - Tract, block and lot standards.

- d. d. To protect the character of the immediate neighborhood, the city may impose special conditions, where feasible, including access configuration and separation, pedestrian connectivity, setbacks, fencing and landscaping;

CMC 17.19.040.B.10.b. - Infrastructure standards.

- i. Block lengths shall not exceed the maximum access spacing standards for the roadway class per the city's design standards manual. If block lengths greater than 600-feet are approved pursuant to CMC 17.19.040.B.10.b.iii., a midway pedestrian connection shall be provided.
- ii. Cul-de-sacs and permanent dead-end streets over three hundred feet in length may be denied unless topographic or other physical constraints prohibit achieving this standard. ~~When cul-de-sacs or dead-end streets are permitted, a direct pedestrian or bicycle connection shall be provided to the nearest available street or pedestrian oriented use.~~
- iii. When cul-de-sacs or dead-end streets are permitted that are over 300 feet, a direct pedestrian and bicycle connection shall be provided to the nearest available street or pedestrian oriented use. Pedestrian connections need to meet Design Standards Manual for ADA accessibility in accordance with PROWAG and ADAAG.
- iv. The city engineer may recommend approval of a deviation to the design standards of this section based on findings that the deviation is the minimum necessary to address the constraint and the application of the standard if impracticable due to topography, environmental sensitive lands, or existing adjacent development patterns.

CMC 17.19.040.C.2. – Infrastructure standards.

- b. Duplex, tri-plex, and townhome units ~~may have up to two sewer services at the discretion of the engineering and public works departments.~~ shall each have a dedicated sewer lateral, unless otherwise approved by the Public Works Director or designee.

CMC 18.03.030- Definitions for land uses

"Nursing, rest or convalescent home" means an establishment which provides full-time care for three or more chronically ill or infirm persons. Such care shall not include surgical, drug or alcohol

treatment services, or obstetrical or acute illness services. See residential treatment facility definition for drug and alcohol treatment services.

CMC 18.03.030 – definitions for land use

“Residential treatment facility (RTF)” means a facility meeting applicable state and federal standards that provides support services including, but not limited to, counseling, rehabilitation and medical supervision for the need of drug or alcohol treatment. An RTF may function as a residence, day-treatment facility, sober living home, transitional housing or a combination thereof. An RTF may be staffed by resident or nonresident staff. An RTF shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.

CMC 18.07.030 - Table 1—Commercial and industrial land uses.

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
<u>Residential Treatment Facility¹²</u>	X	X	C	C	X	C	C	C	C

Footnote

12: A Residential Treatment Facility shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs or similar uses.

CMC 18.07.040 Table 2—Residential and multifamily land uses.

Zoning Districts	R	MF
<u>Residential Treatment Facility⁵</u>	X	X

Footnote 5: A Residential Treatment Facility shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.

CMC 18.15.100.A – Temporary signs

4. Location. Temporary signs are prohibited from being placed within the center islands of roundabouts and within 150 feet of the outer curb of the circulatory travel lanes that are within the public right-of-way.

CMC 18.43.070 - Expiration and renewal.

~~A conditional use permit shall automatically expire one year after the date it was granted, unless a building permit conforming to the plans for which the CUP was granted is obtained within that period of time. A CUP shall automatically expire unless substantial construction of the proposed development is completed within two years from the date the CUP is granted. The hearing examiner may authorize longer periods for a CUP, if appropriate for the project. The hearing examiner may grant a single renewal of the CUP, if the party seeking the renewal can demonstrate extraordinary circumstances or conditions not known or foreseeable at the time the original application for a CUP was granted, which would warrant such a renewal of a CUP. See CMC 18.55.260 for expiration, renewals and extensions.~~

CMC 18.55.110 - Application—Required information.

- H. Signage for Type III applications and short subdivisions: Prior to an application being deemed complete and Type III applications are scheduled for public hearing, the applicant shall post one four-foot by eight-foot sign per road frontage, unless a different size is approved by the Director. The sign shall be attached to the ground with a minimum of two four-inch by four-inch posts or better. The development sign shall remain posted and in reasonable condition until a final decision of the city is issued, and then shall be removed by the applicant within fourteen days of the notice of decision by the city. The sign shall be clearly visible from adjoining rights-of-way and generally include the following:
1. Description of proposal,
 2. Types of permit applications on file and being considered by the City of Camas,
 3. Site plan,
 4. Name and phone number of applicant, and City of Camas contact for additional information,
 5. If a Type III application, then a statement that a public hearing is required and scheduled. Adequate space shall be provided for the date and location of the hearing to be added upon scheduling by the city.

CMC 18.55.355 - Code conflicts.

1) Code Interpretation:

- A. Purpose. The purpose of this chapter to provide a process for interpreting and applying the provisions of Title 16, 17 and 18.
- B. Responsibility. It shall be the responsibility of the Director to review and resolve any questions regarding the proper interpretation or application of the provisions of Title 16, 17 and 18 pursuant to the procedures set forth in this chapter. The Director's decision shall be in keeping with the spirit and intent of this title and of the comprehensive plan. The director's decision shall be in writing and kept on permanent file.

2) Procedure:

- A. Application. ~~Any person with authorization of the property owner may request in writing the director's interpretation of a code provision of Title 16, 17 or 18 when it pertains to a specific property by means of a Type II Type I application pursuant to Section 18.55.030.~~ An application may be submitted in writing for a Director's interpretation of a code provision of Title 16, 17 or 18 when it pertains to a specific property by means of a Type II application pursuant to Section 18.55.030. The Director may independently initiate an interpretation of any conflicting or unclear provisions of this Title.
- B. Multiple Applications. If an application for an interpretation is associated with any pending land use application(s) subject to Title 16, 17, or 18, then the application for the interpretation may be submitted by any person whose property, residence or business is or will likely be impacted by a project and shall be combined with the associated application(s) and is subject to the highest level of procedure that applies to any of the applications; provided that a code interpretation under this subsection that is requested by a person other than the project applicant or property owner shall not be considered unless it is requested within 60-days after an application has been determined to be complete or prior to the conclusion of the public comment period, if any, whichever is later.

~~and shall may be combined with the associated application(s) and is subject to the highest level of procedure that applies to any of the applications, Section 18.55.030.~~

- C. Codification. To ensure that the director's interpretations are applied consistently over time, the director shall on an annual basis initiate a Type IV text amendment to this code for the purpose of codifying interpretations pursuant to Chapter 18.55. The codified interpretations shall be located in Chapter 18.55.355—Code Conflicts, or in the chapter of the code governing the subject matter of the interpretation, whichever may be more appropriate.
- D. Appeals. Any official interpretation of the provisions of Title 16, 17, and 18 may be appealed by any aggrieved party, pursuant to the appeal procedures set forth in Chapter 18.55.

Exhibit 2: Staff Recommendation Annual Code Amendments (MC21-01)

The code amendments below are forwarded from the Planning Commission with [staff recommendations are in blue](#). Staff is recommending to remand the code amendments below back to Planning Commission for further discussion.

CMC 18.03.030 – Definitions for land uses

“Residential treatment facility (RTF)” means a facility meeting applicable state and federal standards that provides support services including, but not limited to, counseling, rehabilitation and medical supervision for the need of drug or alcohol treatment. An RTF may function as a residence, day-treatment facility, or a combination thereof. An RTF may be staffed by resident or nonresident staff and shall include more than eight unrelated individuals. An RTF shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.

“Sober Living Homes” means a home-like environment that promotes healthy recovery from a substance use disorder and supports persons recovering from a substance use disorder through the use of peer recovery support. Sober living homes are limited to no more than eight unrelated individuals.

“Transitional housing” means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

CMC 18.07.030 - Table 1—Commercial and industrial land uses.

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Group Home	C	P	P	X	P	X	X	X	X
Adult Family Home	C	P	P	X	P	X	X	X	X
Single Family Dwelling	X	X	X	X	P	X	X	X	X
<u>Sober Living Homes</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Permanent Supportive Housing	C	P	X/P ¹⁰	X/P ¹⁰	P	X	X	X	X
Hotel/motel	X	C	C	P	P	P	X	P	X
<u>Transitional Housing</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>P</u>	<u>X</u>
<u>Residential Treatment Facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

Footnote 12: A Residential Treatment Facility shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs or similar uses.

CMC 18.07.040 Table 2—Residential and multifamily land uses.

Zoning Districts	R	MF
Adult family home, residential care facility, supported living arrangement, or housing for the disabled	P	P
Group Home	P	P
Single Family Dwelling	P	P
Sober Living Homes	<u>P</u>	<u>P</u>
Permanent Supportive Housing	C/P ²	P
Transitional Housing	<u>P</u>	<u>P</u>
Residential Treatment Facility	X	<u>C</u>

Footnote 5: A Residential Treatment Facility shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.

M E M O R A N D U M

TO: Robert Maul, Interim Community Development Director
FROM: David Schultz, Assistant City Attorney
DATE: March 25, 2022
RE: Sober Homes/Transitional Homes/Recovery Residence

This memorandum is provided in response to questions related to the inclusion of “sober homes” and “transitional homes” in the proposed amendment to CMC 18.03.030, as recommended by the Planning Commission during the meeting of January 19, 2022. As you know, originally the staff report reference to this code amendment did not include or discuss these terms. During the meeting itself a recommendation was made and adopted to include both terms within the Code provision under consideration.

Our office and your staff have now been provided with sufficient opportunity to review this issue which included an inquiry to the Municipal Research and Services Center as well as input from the Department of Commerce. Your office is recommending, per CMC 18.55.320, that a revised staff report be prepared and the matter remanded back to the Planning Commission for further consideration. This memorandum will be included as part of said review.

Based upon the recommendation of MRSC and review of other sources as set forth below there is the possibility that adoption of any ‘local zoning option’, such as inclusion of ‘sober homes’ or ‘transitional homes’ in any code amendment, may violate the Fair Housing Act and other applicable statutes. Accordingly, our office concurs in your recommendation related to a remand back to the Planning Commission on this matter.

As a starting point, please note RCW 36.70A.200, relating to essential public facilities.

(1)(a) The comprehensive plan of each county and city that is planning under RCW 36.70A.040 shall include a process for identifying and siting essential public facilities. Essential public facilities include those facilities that are typically difficult to site, such as airports, state education facilities and state or regional transportation facilities as defined in RCW 47.06.140, regional transit authority facilities as defined in RCW 81.112.020, state and local correctional facilities, solid waste handling facilities, **and inpatient facilities including substance abuse facilities, mental health facilities, group homes**, community facilities as defined in RCW 72.05.020, and secure community transition facilities as defined in RCW 71.09.020.

(b) Unless a facility is expressly listed in (a) of this subsection, essential public facilities do not include facilities that are operated by a private entity in which persons are detained

Memorandum

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in custody under process of law pending the outcome of legal proceedings but are not used for punishment, correction, counseling, or rehabilitation following the conviction of a criminal offense. Facilities included under this subsection (1)(b) shall not include facilities detaining persons under *RCW 71.09.020 (6) or (15) or chapter 10.77 or 71.05 RCW.

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

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

(3) Any city or county not planning under RCW 36.70A.040 shall, not later than September 1, 2002, establish a process for siting secure community transition facilities and adopt or amend its development regulations as necessary to provide for the siting of such facilities consistent with statutory requirements applicable to these facilities.

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

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

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

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

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

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

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

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

In Washington, inpatient facilities, including substance abuse facilities, mental health facilities, group homes, are expressly defined as 'essential public facilities.' As such, the City cannot

Memorandum

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preclude the siting of an essential public facility through local zoning.

The next main consideration is keeping the City of Camas Code in compliance with the Fair Housing Act:

“No city may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602). RCW 35A.63.240.”

“Disability” under the Fair Housing Act has been interpreted as including individuals recovering from drug or alcohol addiction and as such discriminatory housing practices involving those recovering from addiction is unlawful. According to the U.S. Department of Justice, the Fair Housing Act prohibits discrimination on the basis of disability in all types of housing transactions. The Act defines persons with a disability to mean those individuals with mental or physical impairments that substantially limit one or more major life activities. The term mental or physical impairment may include conditions such as blindness, hearing impairment, mobility impairment, HIV infection, mental retardation, alcoholism, drug addiction, chronic fatigue, learning disability, head injury, and mental illness. See <https://www.justice.gov/crt/fair-housing-act-1#disability>. I have also attached the Washington Housing Policy Act which sets forth strong goal statements and legislative findings on the topic of fair housing. The City, in fashioning the Code amendment at issue, should be mindful of allowing reasonable accommodation to allow those individuals with disabilities to reside in the community of their choice with the minimal restrictions required by law.

The MRSC research also addressed “transitional housing” and concluded that the inclusion of “transitional housing” into the definition of Residential Treatment Facilities as proposed would violate a newly adopted statute relating to transitional housing, permanent supportive housing, indoor emergency shelters, and indoor emergency housing:

“A city shall not prohibit transitional housing or permanent supportive housing in any zones in which residential dwelling units or hotels are allowed. Effective September 30, 2021, a city shall not prohibit indoor emergency shelters and indoor emergency housing in any zones in which hotels are allowed, except in such cities that have adopted an ordinance authorizing indoor emergency shelters and indoor emergency housing in a majority of zones within a one-mile proximity to transit. Reasonable occupancy, spacing, and intensity of use requirements may be imposed by ordinance on permanent supportive housing, transitional housing, indoor emergency housing, and indoor emergency shelters to protect public health and safety. Any such requirements on occupancy, spacing, and

Memorandum

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intensity of use may not prevent the siting of a sufficient number of permanent supportive housing, transitional housing, indoor emergency housing, or indoor emergency shelters necessary to accommodate each city's projected need for such housing and shelter under RCW 36.70A.070(2)(a)(ii).” RCW 35.21.683

The original definition as proposed by staff provided: “substance abuse treatment facility (SATF) . . . means a facility meeting applicable state and federal standards that provides support services including, but not limited to, counseling, rehabilitation and medical supervision for the need of drug or alcohol treatment. An SATF may function as a residence, day-treatment facility, or a combination thereof. A SATF may be staffed by resident or nonresident staff. A SATF shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other SATF, or similar uses.” This definition also potentially will have issues meeting the Fair Housing Act’s requirements.

As noted above, a “substance abuse facility” is considered an essential public facility, and cannot be prohibited. Because “disability” under the Federal Fair Housing Act has been interpreted as including individuals recovering from drug or alcohol addiction, discriminatory housing practices involving those recovering from addiction would be unlawful. Accordingly, The City’s definition may be too broad, and as a result violate the legal standards. The revised staff report as proposed includes definitions for “recovery residence,” and “transitional housing,” which would appear to mitigate the potential expansion of the City’s definition of SATF. For example, Oxford Housing and the like have been around for a while, however, I did not find one currently located in Camas on the registry. I have attached the proposed changes to “Table 1” hereto.

As addressed in the updated report, reasonable questions include whether the number of “residential treatment facility” residents should be capped, whether the City should seek to limit clustering of residential treatment facilities and whether the City should require that “recovery residences” be properly licensed. The Fair Housing Amendment Act of 1988 requires reasonable accommodation to enable people with disabilities to live in the community of their choice. Consistent with the reasonable accommodation requirement, the City may consider addressing the size and capping the number of residents at both an SATF and Recovery Residence.

Residential Treatment Facility, Sober Living Homes, and Transitional Housing Code Updates

The proposed code amendments below are in red text. The current code is in black text.

"Sober Living Homes" means a home-like environment that promotes healthy recovery from a substance use disorder and supports persons recovering from a substance use disorder through the use of peer recovery support. Sober living homes are limited to no more than eight unrelated individuals.

(RCW 41.05.760)

"Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

(RCW 84.36.043.2.c)

"Residential treatment facility (RTF)" means a facility meeting applicable state and federal standards that provides support services including, but not limited to, counseling, rehabilitation and medical supervision for the need of drug or alcohol treatment. An RTF may function as a residence, day-treatment facility, or a combination thereof. An RTF may be staffed by resident or nonresident staff and shall include more than eight unrelated individuals, otherwise the use is considered a sober living home. An RTF shall not be located within 1,000 feet of public and private schools, public parks, public libraries, other RTFs, or similar uses.

CMC 18.07 - Table 1—Commercial and industrial land uses.

Zoning Districts	NC	DC	CC	RC	MX	BP	LI/BP	LI	HI
Group Home	C	P	P	X	P	X	X	X	X
Adult Family Home	C	P	P	X	P	X	X	X	X
Single Family Dwelling	X	X	X	X	P	X	X	X	X
<u>Sober Living Homes</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Permanent Supportive Housing	C	P	X/P ¹⁰	X/P ¹⁰	P	X	X	X	X
Hotel/motel	X	C	C	P	P	P	X	P	X
<u>Transitional Housing</u>	<u>C</u>	<u>P</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>X</u>	<u>P</u>	<u>X</u>
<u>Residential Treatment Facility</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>

CMC 18.07 Table 2—Residential and multifamily land uses.

Zoning Districts	R	MF
Adult family home, residential care facility, supported living arrangement, or housing for the disabled	P	P
Group Home	P	P
Single Family Dwelling	P	P
<u>Recovery Residences/Sober Living Homes</u>	<u>P</u>	<u>P</u>
Permanent Supportive Housing	C/P ²	P
<u>Transitional Housing</u>	<u>P</u>	<u>P</u>
<u>Residential Treatment Facility</u>	<u>X</u>	<u>C</u>

CERTIFICATION OF ENROLLMENT

SENATE BILL 5584

Chapter 478, Laws of 1993

53rd Legislature
1993 Regular Session

WASHINGTON HOUSING POLICY ACT

EFFECTIVE DATE: 7/25/93

Passed by the Senate April 20, 1993
YEAS 33 NAYS 7

JOEL PRITCHARD
President of the Senate

Passed by the House April 18, 1993
YEAS 93 NAYS 1

BRIAN EBERSOLE
**Speaker of the
House of Representatives**

Approved May 17, 1993

MIKE LOWRY
Governor of the State of Washington

CERTIFICATE

I, Marty Brown, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 5584** as passed by the Senate and the House of Representatives on the dates hereon set forth.

MARTY BROWN
Secretary

FILED

May 17, 1993 - 2:14 p.m.

**Secretary of State
State of Washington**

SENATE BILL 5584

AS AMENDED BY THE HOUSE

Passed Legislature - 1993 Regular Session

State of Washington 53rd Legislature 1993 Regular Session**By** Senators Franklin, Winsley, McAuliffe, Skratek, M. Rasmussen, Hargrove, Wojahn, Niemi, Drew and Pelz

Read first time 02/04/93. Referred to Committee on Labor & Commerce.

1 AN ACT Relating to housing; amending RCW 43.185.110, 43.185A.020,
 2 and 35.82.070; adding new sections to chapter 43.63A RCW; adding new
 3 sections to chapter 35.63 RCW; adding new sections to chapter 35A.63
 4 RCW; adding new sections to chapter 36.70 RCW; adding new sections to
 5 chapter 36.70A RCW; and adding a new chapter to Title 43 RCW.

6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

7 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

8 (a) Housing is of vital state-wide importance to the health,
 9 safety, and welfare of the residents of the state;

10 (b) Safe, affordable housing is an essential factor in stabilizing
 11 communities;

12 (c) Residents must have a choice of housing opportunities within
 13 the community where they choose to live;

14 (d) Housing markets are linked to a healthy economy and can
 15 contribute to the state's economy;

16 (e) Land supply is a major contributor to the cost of housing;

17 (f) Housing must be an integral component of any comprehensive
 18 community and economic development strategy;

1 (g) State and local government must continue working cooperatively
 2 toward the enhancement of increased housing units by reviewing,
 3 updating, and removing conflicting regulatory language;

4 (h) State and local government should work together in developing
 5 creative ways to reduce the shortage of housing;

6 (i) The lack of a coordinated state housing policy inhibits the
 7 effective delivery of housing for some of the state's most vulnerable
 8 citizens and those with limited incomes; and

9 (j) It is in the public interest to adopt a statement of housing
 10 policy objectives.

11 (2) The legislature declares that the purposes of the Washington
 12 housing policy act are to:

13 (a) Provide policy direction to the public and private sectors in
 14 their attempt to meet the shelter needs of Washington residents;

15 (b) Reevaluate housing and housing-related programs and policies in
 16 order to ensure proper coordination of those programs and policies to
 17 meet the housing needs of Washington residents;

18 (c) Improve the delivery of state services and assistance to very
 19 low-income and low-income households and special needs populations;

20 (d) Strengthen partnerships among all levels of government, and the
 21 public and private sectors, including for-profit and nonprofit
 22 organizations, in the production and operation of housing to targeted
 23 populations including low-income and moderate-income households;

24 (e) Increase the supply of housing for persons with special needs;

25 (f) Encourage collaborative planning with social service providers;

26 (g) Encourage financial institutions to increase residential
 27 mortgage lending; and

28 (h) Coordinate housing into comprehensive community and economic
 29 development strategies at the state and local level.

30 NEW SECTION. **Sec. 2.** It is the goal of the state of Washington to
 31 coordinate, encourage, and direct, when necessary, the efforts of the
 32 public and private sectors of the state and to cooperate and
 33 participate, when necessary, in the attainment of a decent home in a
 34 healthy, safe environment for every resident of the state. The
 35 legislature declares that attainment of that goal is a state priority.

36 NEW SECTION. **Sec. 3.** The objectives of the Washington housing
 37 policy act shall be to attain the state's goal of a decent home in a

1 healthy, safe environment for every resident of the state by
2 strengthening public and private institutions that are able to:

3 (1) Develop an adequate and affordable supply of housing for all
4 economic segments of the population;

5 (2) Assist very low-income and special needs households who cannot
6 obtain affordable, safe, and adequate housing in the private market;

7 (3) Encourage and maintain home ownership opportunities;

8 (4) Reduce life cycle housing costs while preserving public health
9 and safety;

10 (5) Preserve the supply of existing affordable housing;

11 (6) Provide housing for special needs populations;

12 (7) Ensure fair and equal access to the housing market;

13 (8) Increase the availability of mortgage credit at low interest
14 rates; and

15 (9) Coordinate and be consistent with the goals, objectives, and
16 required housing element of the comprehensive plan in the state's
17 growth management act in RCW 36.70A.070.

18 NEW SECTION. **Sec. 4.** Unless the context clearly requires
19 otherwise, the definitions in this section apply throughout this
20 chapter.

21 (1) "Affordable housing" means residential housing that is rented
22 or owned by a person or household whose monthly housing costs,
23 including utilities other than telephone, do not exceed thirty percent
24 of the household's monthly income.

25 (2) "Department" means the department of community development.

26 (3) "Director" means the director of community development.

27 (4) "Nonprofit organization" means any public or private nonprofit
28 organization that: (a) Is organized under federal, state, or local
29 laws; (b) has no part of its net earnings inuring to the benefit of any
30 member, founder, contributor, or individual; and (c) has among its
31 purposes significant activities related to the provision of decent
32 housing that is affordable to very low-income, low-income, or moderate-
33 income households and special needs populations.

34 (5) "Regulatory barriers to affordable housing" and "regulatory
35 barriers" mean any public policies (including those embodied in
36 statutes, ordinances, regulations, or administrative procedures or
37 processes) required to be identified by the state or local government
38 in connection with its strategy under section 105(b)(4) of the

1 Cranston-Gonzalez national affordable housing act (42 U.S.C. 12701 et
2 seq.).

3 (6) "Tenant-based organization" means a nonprofit organization
4 whose governing body includes a majority of members who reside in the
5 housing development and are considered low-income households.

6 NEW SECTION. **Sec. 5.** (1) The department shall establish the
7 affordable housing advisory board to consist of twenty-one members.

8 (a) The following eighteen members shall be appointed by the
9 governor:

10 (i) Two representatives of the residential construction industry;

11 (ii) Two representatives of the home mortgage lending profession;

12 (iii) One representative of the real estate sales profession;

13 (iv) One representative of the apartment management and operation
14 industry;

15 (v) One representative of the for-profit housing development
16 industry;

17 (vi) One representative of the nonprofit housing development
18 industry;

19 (vii) One representative of homeless shelter operators;

20 (viii) One representative of lower-income persons;

21 (ix) One representative of special needs populations;

22 (x) One representative of public housing authorities as created
23 under chapter 35.82 RCW;

24 (xi) Two representatives of the Washington association of counties,
25 one representative shall be from a county that is located east of the
26 crest of the Cascade mountains;

27 (xii) Two representatives of the association of Washington cities,
28 one representative shall be from a city that is located east of the
29 crest of the Cascade mountains;

30 (xiii) One representative to serve as chair of the affordable
31 housing advisory board;

32 (xiv) One representative at large.

33 (b) The following three members shall serve as ex officio,
34 nonvoting members:

35 (i) The director or the director's designee;

36 (ii) The executive director of the Washington state housing finance
37 commission or the executive director's designee; and

1 (iii) The secretary of social and health services or the
2 secretary's designee.

3 (2)(a) The members of the affordable housing advisory board
4 appointed by the governor shall be appointed for four-year terms,
5 except that the chair shall be appointed to serve a two-year term. The
6 terms of five of the initial appointees shall be for two years from the
7 date of appointment and the terms of six of the initial appointees
8 shall be for three years from the date of appointment. The governor
9 shall designate the appointees who will serve the two-year and three-
10 year terms. The members of the advisory board shall serve without
11 compensation, but shall be reimbursed for travel expenses as provided
12 in RCW 43.03.050 and 43.03.060.

13 (b) The governor, when making appointments to the affordable
14 housing advisory board, shall make appointments that reflect the
15 cultural diversity of the state of Washington.

16 (3) The affordable housing advisory board shall serve as the
17 department's principal advisory body on housing and housing-related
18 issues, and replaces the department's existing boards and task forces
19 on housing and housing-related issues.

20 (4) The affordable housing advisory board shall meet regularly and
21 may appoint technical advisory committees, which may include members
22 of the affordable housing advisory board, as needed to address specific
23 issues and concerns.

24 (5) The department, in conjunction with the Washington state
25 housing finance commission and the department of social and health
26 services, shall supply such information and assistance as are deemed
27 necessary for the advisory board to carry out its duties under this
28 section.

29 (6) The department shall provide administrative and clerical
30 assistance to the affordable housing advisory board.

31 NEW SECTION. **Sec. 6.** The affordable housing advisory board shall:

32 (1) Analyze those solutions and programs that could begin to
33 address the state's need for housing that is affordable for all
34 economic segments of the state, and special needs populations,
35 including but not limited to programs or proposals which provide for:

36 (a) Financing for the acquisition, rehabilitation, preservation, or
37 construction of housing;

1 (b) Use of publicly owned land and buildings as sites for
2 affordable housing;

3 (c) Coordination of state initiatives with federal initiatives and
4 financing programs that are referenced in the Cranston-Gonzalez
5 national affordable housing act (42 U.S.C. Sec. 12701 et seq.), as
6 amended, and development of an approved housing strategy as required in
7 the Cranston-Gonzalez national affordable housing act (42 U.S.C. Sec.
8 12701 et seq.), as amended;

9 (d) Identification and removal, where appropriate and not
10 detrimental to the public health and safety, or environment, of state
11 and local regulatory barriers to the development and placement of
12 affordable housing;

13 (e) Stimulating public and private sector cooperation in the
14 development of affordable housing; and

15 (f) Development of solutions and programs affecting housing,
16 including the equitable geographic distribution of housing for all
17 economic segments, as the advisory board deems necessary;

18 (2) Consider both homeownership and rental housing as viable
19 options for the provision of housing. The advisory board shall give
20 consideration to various types of residential construction and
21 innovative housing options, including but not limited to manufactured
22 housing;

23 (3) Review, evaluate, and make recommendations regarding existing
24 and proposed housing programs and initiatives including but not limited
25 to tax policies, land use policies, and financing programs. The
26 advisory board shall provide recommendations to the director, along
27 with the department's response in the annual housing report to the
28 legislature required in section 12 of this act; and

29 (4) Prepare and submit to the director, by each December 1st,
30 beginning December 1, 1993, a report detailing its findings and make
31 specific program, legislative, and funding recommendations and any
32 other recommendations it deems appropriate.

33 **NEW SECTION. Sec. 7.** A new section is added to chapter 43.63A RCW
34 to read as follows:

35 (1) The department shall, in consultation with the affordable
36 housing advisory board created in section 5 of this act, report to the
37 legislature on the development and placement of accessory apartments.

1 The department shall produce a written report by December 15, 1993,
2 which:

3 (a) Identifies local governments that allow the siting of accessory
4 apartments in areas zoned for single-family residential use; and

5 (b) Makes recommendations to the legislature designed to encourage
6 the development and placement of accessory apartments in areas zoned
7 for single-family residential use.

8 (2) The recommendations made under subsection (1) of this section
9 shall not take effect before ninety days following adjournment of the
10 1994 regular legislative session.

11 (3) Unless provided otherwise by the legislature, by December 31,
12 1994, local governments shall incorporate in their development
13 regulations, zoning regulations, or official controls the
14 recommendations contained in subsection (1) of this section. The
15 accessory apartment provisions shall be part of the local government's
16 development regulation, zoning regulation, or official control. To
17 allow local flexibility, the recommendations shall be subject to such
18 regulations, conditions, procedures, and limitations as determined by
19 the local legislative authority.

20 (4) As used in this section, "local government" means:

21 (a) A city or code city with a population that exceeds twenty
22 thousand;

23 (b) A county that is required to or has elected to plan under the
24 state growth management act; and

25 (c) A county with a population that exceeds one hundred twenty-five
26 thousand.

27 NEW SECTION. **Sec. 8.** A new section is added to chapter 35.63 RCW
28 to read as follows:

29 Any local government, as defined in section 7 of this act, that is
30 planning under this chapter shall comply with section 7(3) of this act.

31 NEW SECTION. **Sec. 9.** A new section is added to chapter 35A.63 RCW
32 to read as follows:

33 Any local government, as defined in section 7 of this act, that is
34 planning under this chapter shall comply with section 7(3) of this act.

35 NEW SECTION. **Sec. 10.** A new section is added to chapter 36.70 RCW
36 to read as follows:

1 Any local government, as defined in section 7 of this act, that is
2 planning under this chapter shall comply with section 7(3) of this act.

3 NEW SECTION. **Sec. 11.** A new section is added to chapter 36.70A
4 RCW to read as follows:

5 Any local government, as defined in section 7 of this act, that is
6 planning under this chapter shall comply with section 7(3) of this act.

7 NEW SECTION. **Sec. 12.** (1) The department shall, in consultation
8 with the affordable housing advisory board created in section 5 of this
9 act, prepare and from time to time amend a five-year housing advisory
10 plan. The purpose of the plan is to document the need for affordable
11 housing in the state and the extent to which that need is being met
12 through public and private sector programs, to facilitate planning to
13 meet the affordable housing needs of the state, and to enable the
14 development of sound strategies and programs for affordable housing.
15 The information in the five-year housing advisory plan must include:

- 16 (a) An assessment of the state's housing market trends;
- 17 (b) An assessment of the housing needs for all economic segments of
18 the state and special needs populations;
- 19 (c) An inventory of the supply and geographic distribution of
20 affordable housing units made available through public and private
21 sector programs;
- 22 (d) A status report on the degree of progress made by the public
23 and private sector toward meeting the housing needs of the state;
- 24 (e) An identification of state and local regulatory barriers to
25 affordable housing and proposed regulatory and administrative
26 techniques designed to remove barriers to the development and placement
27 of affordable housing; and
- 28 (f) Specific recommendations, policies, or proposals for meeting
29 the affordable housing needs of the state.

30 (2)(a) The five-year housing advisory plan required under
31 subsection (1) of this section must be submitted to the legislature on
32 or before February 1, 1994, and subsequent plans must be submitted
33 every five years thereafter.

34 (b) Each February 1st, beginning February 1, 1995, the department
35 shall submit an annual progress report, to the legislature, detailing
36 the extent to which the state's affordable housing needs were met
37 during the preceding year and recommendations for meeting those needs.

1 NEW SECTION. **Sec. 13.** A new section is added to chapter 43.63A
2 RCW to read as follows:

3 (1) The department shall be the principal state department
4 responsible for coordinating federal and state resources and activities
5 in housing, except for programs administered by the Washington state
6 housing finance commission under chapter 43.180 RCW, and for evaluating
7 the operations and accomplishments of other state departments and
8 agencies as they affect housing.

9 (2) The department shall work with local governments, tribal
10 organizations, local housing authorities, nonprofit community or
11 neighborhood-based organizations, and regional or state-wide nonprofit
12 housing assistance organizations, for the purpose of coordinating
13 federal and state resources with local resources for housing.

14 NEW SECTION. **Sec. 14.** A new section is added to chapter 43.63A
15 RCW to read as follows:

16 The department shall provide technical assistance and information
17 to state agencies and local governments to assist in the identification
18 and removal of regulatory barriers to the development and placement of
19 affordable housing. In providing assistance the department may:

20 (1) Analyze the costs and benefits of state legislation, rules, and
21 administrative actions and their impact on the development and
22 placement of affordable housing;

23 (2) Analyze the costs and benefits of local legislation, rules, and
24 administrative actions and their impact on the development and
25 placement of affordable housing;

26 (3) Assist state agencies and local governments in determining the
27 impact of existing and anticipated actions, legislation, and rules on
28 the development and placement of affordable housing;

29 (4) Investigate techniques and opportunities for reducing the life
30 cycle housing costs through regulatory reform;

31 (5) Develop model standards and ordinances designed to reduce
32 regulatory barriers to affordable housing and assisting n their
33 adoption and use at the state and local government level;

34 (6) Provide technical assistance and information to state agencies
35 and local governments for implementation of legislative and
36 administrative reform programs to remove barriers to affordable
37 housing;

38 (7) Prepare state regulatory barrier removal strategies;

1 (8) Provide staffing to the affordable housing advisory board
2 created in section 5 of this act; and

3 (9) Perform other activities as the director deems necessary to
4 assist the state, local governments, and the housing industry in
5 meeting the affordable housing needs of the state.

6 **Sec. 15.** RCW 43.185.110 and 1991 c 204 s 4 are each amended to
7 read as follows:

8 ~~((The director shall prepare an annual report and shall send copies
9 to the chair of the house of representatives committee on housing, the
10 chair of the senate committee on commerce and labor, and one copy to
11 the staff of each committee that summarizes the housing trust fund's
12 income, grants and operating expenses, implementation of its program,
13 and any problems arising in the administration thereof. The director
14 shall promptly appoint a low income housing assistance advisory
15 committee composed of a representative from each of the following
16 groups: Apartment owners, realtors, mortgage lending or servicing
17 institutions, private nonprofit housing assistance programs, tenant
18 associations, and public housing assistance programs.))~~ The affordable
19 housing advisory ((group)) board established in section 5 of this act
20 shall advise the director on housing needs in this state, including
21 housing needs for persons who are mentally ill or developmentally
22 disabled or youth who are blind or deaf or otherwise disabled,
23 operational aspects of the grant and loan program or revenue collection
24 programs established by this chapter, and implementation of the policy
25 and goals of this chapter. Such advice shall be consistent with
26 policies and plans developed by regional support networks according to
27 chapter 71.24 RCW for the mentally ill and the developmental
28 disabilities planning council for the developmentally disabled.

29 **Sec. 16.** RCW 43.185A.020 and 1991 c 356 s 11 are each amended to
30 read as follows:

31 The affordable housing program is created in the department of
32 community development for the purpose of developing and coordinating
33 public and private resources targeted to meet the affordable housing
34 needs of low-income households in the state of Washington. The program
35 shall be developed and administered by the department with advice and
36 input from the ~~((low income [housing] assistance advisory committee~~

1 ~~established in RCW 43.185.110))~~ affordable housing advisory board
2 established in section 5 of this act.

3 **Sec. 17.** RCW 35.82.070 and 1991 c 167 s 1 are each amended to read
4 as follows:

5 An authority shall constitute a public body corporate and politic,
6 exercising public and essential governmental functions, and having all
7 the powers necessary or convenient to carry out and effectuate the
8 purposes and provisions of this chapter, including the following powers
9 in addition to others herein granted:

10 (1) To sue and be sued; to have a seal and to alter the same at
11 pleasure; to have perpetual succession; to make and execute contracts
12 and other instruments, including but not limited to partnership
13 agreements and joint venture agreements, necessary or convenient to the
14 exercise of the powers of the authority; to participate in the
15 organization or the operation of a nonprofit corporation which has as
16 one of its purposes to provide or assist in the provision of housing
17 for persons of low income; and to make and from time to time amend and
18 repeal bylaws, rules and regulations, not inconsistent with this
19 chapter, to carry into effect the powers and purposes of the authority.

20 (2) Within its area of operation: To prepare, carry out, acquire,
21 lease and operate housing projects; to provide for the construction,
22 reconstruction, improvement, alteration or repair of any housing
23 project or any part thereof; to agree to rent or sell dwellings forming
24 part of the projects to or for persons of low income. Where an
25 agreement or option is made to sell a dwelling to a person of low
26 income, the authority may convey the dwelling to the person upon
27 fulfillment of the agreement irrespective of whether the person is at
28 the time of the conveyance a person of low income. Leases, options,
29 agreements, or conveyances may include such covenants as the authority
30 deems appropriate to assure the achievement of the objectives of this
31 chapter.

32 (3) To acquire, lease, rent, sell, or otherwise dispose of any
33 commercial space located in buildings or structures containing a
34 housing project or projects.

35 (4) To arrange or contract for the furnishing by any person or
36 agency, public or private, of services, privileges, works, or
37 facilities for, or in connection with, a housing project or the
38 occupants thereof; and (notwithstanding anything to the contrary

1 contained in this chapter or in any other provision of law) to include
2 in any contract let in connection with a project, stipulations
3 requiring that the contractor and any subcontractors comply with
4 requirements as to minimum wages and maximum hours of labor, and comply
5 with any conditions which the federal government may have attached to
6 its financial aid of the project.

7 (5) To lease or rent any dwellings, houses, accommodations, lands,
8 buildings, structures or facilities embraced in any housing project and
9 (subject to the limitations contained in this chapter) to establish and
10 revise the rents or charges therefor; to own or manage buildings
11 containing a housing project or projects as well as commercial space or
12 other dwelling units that do not constitute a housing project as that
13 term is defined in this chapter: PROVIDED, That notwithstanding the
14 provisions under subsection (1) of this section, dwelling units made
15 available or sold to persons of low income, together with functionally
16 related and subordinate facilities, shall occupy ~~((at least thirty
17 percent of the interior space of any individual building other than a
18 detached single family or duplex residential building or mobile or
19 manufactured home and))~~ at least fifty percent of the interior space in
20 the total development owned by the authority or at least fifty percent
21 of the total number of units in the development owned by the authority,
22 whichever produces the greater number of units for persons of low
23 income, and for mobile home parks, the mobile home lots made available
24 to persons of low income shall be at least fifty percent of the total
25 number of mobile home lots in the park owned by the authority; to own,
26 hold, and improve real or personal property; to purchase, lease, obtain
27 options upon, acquire by gift, grant, bequest, devise, or otherwise
28 including financial assistance and other aid from the state or any
29 public body, person or corporation, any real or personal property or
30 any interest therein; to acquire by the exercise of the power of
31 eminent domain any real property; to sell, lease, exchange, transfer,
32 assign, pledge, or dispose of any real or personal property or any
33 interest therein; to sell, lease, exchange, transfer, or dispose of any
34 real or personal property or interest therein at less than fair market
35 value to a governmental entity for any purpose when such action assists
36 the housing authority in carrying out its powers and purposes under
37 this chapter, to a low-income person or family for the purpose of
38 providing housing for that person or family, or to a nonprofit
39 corporation provided the nonprofit corporation agrees to sell the

1 property to a low-income person or family or to use the property for
2 the provision of housing for persons of low income for at least twenty
3 years; to insure or provide for the insurance of any real or personal
4 property or operations of the authority against any risks or hazards;
5 to procure or agree to the procurement of insurance or guarantees from
6 the federal government of the payment of any bonds or parts thereof
7 issued by an authority, including the power to pay premiums on any such
8 insurance.

9 (6) To invest any funds held in reserves or sinking funds, or any
10 funds not required for immediate disbursement, in property or
11 securities in which savings banks may legally invest funds subject to
12 their control; to purchase its bonds at a price not more than the
13 principal amount thereof and accrued interest, all bonds so purchased
14 to be canceled.

15 (7) Within its area of operation: To investigate into living,
16 dwelling and housing conditions and into the means and methods of
17 improving such conditions; to determine where slum areas exist or where
18 there is a shortage of decent, safe and sanitary dwelling
19 accommodations for persons of low income; to make studies and
20 recommendations relating to the problem of clearing, replanning and
21 reconstructing of slum areas, and the problem of providing dwelling
22 accommodations for persons of low income, and to cooperate with the
23 city, the county, the state or any political subdivision thereof in
24 action taken in connection with such problems; and to engage in
25 research, studies and experimentation on the subject of housing.

26 (8) Acting through one or more commissioners or other person or
27 persons designated by the authority: To conduct examinations and
28 investigations and to hear testimony and take proof under oath at
29 public or private hearings on any matter material for its information;
30 to administer oaths, issue subpoenas requiring the attendance of
31 witnesses or the production of books and papers and to issue
32 commissions for the examination of witnesses who are outside of the
33 state or unable to attend before the authority, or excused from
34 attendance; to make available to appropriate agencies (including those
35 charged with the duty of abating or requiring the correction of
36 nuisances or like conditions, or of demolishing unsafe or insanitary
37 structures within its area of operation) its findings and
38 recommendations with regard to any building or property where

1 conditions exist which are dangerous to the public health, morals,
2 safety or welfare.

3 (9) To initiate eviction proceedings against any tenant as provided
4 by law. Activity occurring in any housing authority unit that
5 constitutes a violation of chapter 69.41, 69.50 or 69.52 RCW shall
6 constitute a nuisance for the purpose of RCW 59.12.030(5).

7 (10) To exercise all or any part or combination of powers herein
8 granted.

9 No provisions of law with respect to the acquisition, operation or
10 disposition of property by other public bodies shall be applicable to
11 an authority unless the legislature shall specifically so state.

12 (11) To agree (notwithstanding the limitation contained in RCW
13 35.82.210) to make such payments in lieu of taxes as the authority
14 finds consistent with the achievement of the purposes of this chapter.

15 (12) Upon the request of a county or city, to exercise any powers
16 of an urban renewal agency under chapter 35.81 RCW or a public
17 corporation, commission, or authority under chapter 35.21 RCW.
18 However, in the exercise of any such powers the housing authority shall
19 be subject to any express limitations contained in this chapter.

20 (13) To exercise the powers granted in this chapter within the
21 boundaries of any city, town, or county not included in the area in
22 which such housing authority is originally authorized to function:
23 PROVIDED, HOWEVER, The governing or legislative body of such city,
24 town, or county, as the case may be, adopts a resolution declaring that
25 there is a need for the authority to function in such territory.

26 ~~((13))~~ (14) To administer contracts for assistance payments to
27 persons of low income in accordance with section 8 of the United States
28 Housing Act of 1937, as amended by Title II, section 201 of the Housing
29 and Community Development Act of 1974, P.L. 93-383.

30 ~~((14))~~ (15) To sell at public or private sale, with or without
31 public bidding, for fair market value, any mortgage or other obligation
32 held by the authority.

33 ~~((15))~~ (16) To the extent permitted under its contract with the
34 holders of bonds, notes, and other obligations of the authority, to
35 consent to any modification with respect to rate of interest, time and
36 payment of any installment of principal or interest security, or any
37 other term of any contract, mortgage, mortgage loan, mortgage loan
38 commitment, contract or agreement of any kind to which the authority is
39 a party.

1 ~~((16))~~ (17) To make, purchase, participate in, invest in, take
 2 assignments of, or otherwise acquire loans to persons of low income to
 3 enable them to acquire, construct, reconstruct, rehabilitate, improve,
 4 lease, or refinance their dwellings, and to take such security therefor
 5 as is deemed necessary and prudent by the authority.

6 ~~((17))~~ (18) To make, purchase, participate in, invest in, take
 7 assignments of, or otherwise acquire loans for the acquisition,
 8 construction, reconstruction, rehabilitation, improvement, leasing, or
 9 refinancing of land, buildings, or developments for housing for persons
 10 of low income. For purposes of this subsection, development shall
 11 include either land or buildings or both.

12 (a) Any development financed under this subsection shall be subject
 13 to an agreement that for at least twenty years the dwelling units made
 14 available to persons of low income together with functionally related
 15 and subordinate facilities shall occupy at least ~~((thirty percent of
 16 the interior space of any individual building other than a detached
 17 single family or duplex residential building or mobile or manufactured
 18 home and shall occupy at least))~~ fifty percent of the interior space in
 19 the total development or at least fifty percent of the total number of
 20 units in the development, whichever produces the greater number of
 21 units for persons of low income. For mobile home parks, the mobile
 22 home lots made available to persons of low income shall be at least
 23 fifty percent of the total number of mobile home lots in the park.
 24 During the term of the agreement, the owner shall use its best efforts
 25 in good faith to maintain the dwelling units or mobile home lots
 26 required to be made available to persons of low income at rents
 27 affordable to persons of low income. The twenty-year requirement under
 28 this subsection (18)(a) shall not apply when an authority finances the
 29 development by nonprofit corporations or governmental units of
 30 dwellings or mobile home lots intended for sale to persons of low and
 31 moderate income, and shall not apply to construction or other short-
 32 term financing provided to nonprofit corporations or governmental units
 33 when the financing has a repayment term of one year or less.

34 (b) In addition, if the development is owned by a for-profit
 35 entity, the dwelling units or mobile home lots required to be made
 36 available to persons of low income shall be rented to persons whose
 37 incomes do not exceed fifty percent of the area median income, adjusted
 38 for household size, and shall have unit or lot rents that do not exceed
 39 fifteen percent of area median income, adjusted for household size,

1 unless rent subsidies are provided to make them affordable to persons
2 of low income.

3 For purposes of this subsection (~~((17))~~) (18) (b), if the development
4 is owned directly or through a partnership by a governmental entity or
5 a nonprofit organization, which nonprofit organization is itself not
6 controlled by a for-profit entity or affiliated with any for-profit
7 entity that a nonprofit organization itself does not control, it shall
8 not be treated as being owned by a for-profit entity when the
9 governmental entity or nonprofit organization exercises legal control
10 of the ownership entity and in addition, (i) the dwelling units or
11 mobile home lots required to be made available to persons of low income
12 are rented to persons whose incomes do not exceed sixty percent of the
13 area median income, adjusted for household size, and (ii) the
14 development is subject to an agreement that transfers ownership to the
15 governmental entity or nonprofit organization or extends an irrevocable
16 right of first refusal to purchase the development under a formula for
17 setting the acquisition price that is specified in the agreement.

18 (c) Commercial space in any building financed under this subsection
19 that exceeds four stories in height shall not constitute more than
20 twenty percent of the interior area of the building. Before financing
21 any development under this subsection the authority shall make a
22 written finding that financing is important for project feasibility or
23 necessary to enable the authority to carry out its powers and purposes
24 under this chapter.

25 (~~((18))~~) (19) To contract with a public authority or corporation,
26 created by a county, city, or town under RCW 35.21.730 through
27 35.21.755, to act as the developer for new housing projects or
28 improvement of existing housing projects.

29 NEW SECTION. **Sec. 18.** A new section is added to chapter 43.63A
30 RCW to read as follows:

31 (1) The legislature finds that:

32 (a) The trend toward smaller household sizes will continue into the
33 foreseeable future;

34 (b) Many of these households are in housing units that contain more
35 bedrooms than occupants;

36 (c) There are older homeowners on relatively low, fixed income who
37 are experiencing difficulties maintaining their homes; and

1 (d) There are single parents, recently widowed persons, people in
 2 the midst of divorce or separation, and handicapped that are faced with
 3 displacement due to the high cost of housing.

4 (2) The legislature declares that the purpose of section 19 of this
 5 act is to develop a pilot program designed to:

6 (a) Provide home-matching services that can enable people to
 7 continue living in their homes while promoting continuity of home
 8 ownership and community stability; and

9 (b) Counter the problem of displacement among people on relatively
 10 low, fixed incomes by linking people offering living space with people
 11 seeking housing.

12 NEW SECTION. **Sec. 19.** A new section is added to chapter 43.63A
 13 RCW to read as follows:

14 (1) The department may develop and administer a home-matching
 15 program for the purpose of providing grants and technical assistance to
 16 eligible organizations to operate local home-matching programs. For
 17 purposes of this section, "eligible organizations" are those
 18 organizations eligible to receive assistance through the Washington
 19 housing trust fund, chapter 43.185 RCW.

20 (2) The department may select up to five eligible organizations for
 21 the purpose of implementing a local home-matching program. The local
 22 home-matching programs are designed to facilitate: (a)
 23 Intergenerational homesharing involving older homeowners sharing homes
 24 with younger persons; (b) homesharing arrangements that involve an
 25 exchange of services such as cooking, housework, gardening, or
 26 babysitting for room and board or some financial consideration such as
 27 rent; and (c) the more efficient use of available housing.

28 (3) In selecting local pilot programs under this section, the
 29 department shall consider:

30 (a) The eligible organization's ability, stability, and resources
 31 to implement the local home-matching program;

32 (b) The eligible organization's efforts to coordinate other support
 33 services needed by the individual or family participating in the local
 34 home-matching program; and

35 (c) Other factors the department deems appropriate.

36 (4) The eligible organizations shall establish criteria for
 37 participation in the local home-matching program. The eligible
 38 organization shall make a determination of eligibility regarding the

1 individuals' or families' participation in the local home-matching
2 program. The determination shall include, but is not limited to a
3 verification of the individual's or family's history of making rent
4 payments in a consistent and timely manner.

5 NEW SECTION. **Sec. 20.** A new section is added to chapter 35.63 RCW
6 to read as follows:

7 No city may enact or maintain an ordinance, development regulation,
8 zoning regulation or official control, policy, or administrative
9 practice which treats a residential structure occupied by persons with
10 handicaps differently than a similar residential structure occupied by
11 a family or other unrelated individuals. As used in this section,
12 "handicaps" are as defined in the federal fair housing amendments act
13 of 1988 (42 U.S.C. Sec. 3602).

14 **Sec. 21.** A new section is added to chapter 35A.63 RCW to read as
15 follows:

16 No city may enact or maintain an ordinance, development regulation,
17 zoning regulation or official control, policy, or administrative
18 practice which treats a residential structure occupied by persons with
19 handicaps differently than a similar residential structure occupied by
20 a family or other unrelated individuals. As used in this section,
21 "handicaps" are as defined in the federal fair housing amendments act
22 of 1988 (42 U.S.C. Sec. 3602).

23 NEW SECTION. **Sec. 22.** A new section is added to chapter 36.70 RCW
24 to read as follows:

25 No county may enact or maintain an ordinance, development
26 regulation, zoning regulation or official control, policy, or
27 administrative practice which treats a residential structure occupied
28 by persons with handicaps differently than a similar residential
29 structure occupied by a family or other unrelated individuals. As used
30 in this section, "handicaps" are as defined in the federal fair housing
31 amendments act of 1988 (42 U.S.C. Sec. 3602).

32 NEW SECTION. **Sec. 23.** A new section is added to chapter 36.70A
33 RCW to read as follows:

34 No county or city that plans or elects to plan under this chapter
35 may enact or maintain an ordinance, development regulation, zoning

1 regulation or official control, policy, or administrative practice
2 which treats a residential structure occupied by persons with handicaps
3 differently than a similar residential structure occupied by a family
4 or other unrelated individuals. As used in this section, "handicaps"
5 are as defined in the federal fair housing amendments act of 1988 (42
6 U.S.C. Sec. 3602).

7 NEW SECTION. **Sec. 24.** This chapter may be known and cited as the
8 "Washington housing policy act."

9 NEW SECTION. **Sec. 25.** Sections 1 through 6, 12, and 24 of this
10 act shall constitute a new chapter in Title 43 RCW.

Passed the Senate April 20, 1993.

Passed the House April 18, 1993.

Approved by the Governor May 17, 1993.

Filed in Office of Secretary of State May 17, 1993.

RCW 71.12.550**Local authorities may also prescribe standards.**

This chapter shall not prevent local authorities of any city, or city and county, within the reasonable exercise of the police power, from adopting rules and regulations, by ordinance or resolution, prescribing standards of sanitation, health and hygiene for establishments as defined in this chapter, which are not in conflict with the provisions of this chapter, and requiring a certificate by the local health officer, that the local health, sanitation and hygiene laws have been complied with before maintaining or conducting any such institution within such city or city and county.

[1959 c 25 § 71.12.550. Prior: 1949 c 198 § 64; Rem. Supp. 1949 § 6953-63.]

RCW 71.12.455**Definitions.**

The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Department" means the department of health.

(2) "Elopement" means any situation in which an admitted patient of a psychiatric hospital who is cognitively, physically, mentally, emotionally, and/or chemically impaired wanders, walks, runs away, escapes, or otherwise leaves a psychiatric hospital or the grounds of a psychiatric hospital prior to the patient's scheduled discharge unsupervised, unnoticed, and without the staff's knowledge.

(3) "Establishment" and "institution" mean:

(a) Every private or county or municipal hospital, including public hospital districts, sanitariums, homes, psychiatric hospitals, residential treatment facilities, or other places receiving or caring for any person with mental illness, mentally incompetent person, or chemically dependent person; and

(b) Beginning January 1, 2019, facilities providing pediatric transitional care services.

(4) "Immediate jeopardy" means a situation in which the psychiatric hospital's noncompliance with one or more statutory or regulatory requirements has placed the health and safety of patients in its care at risk for serious injury, serious harm, serious impairment, or death.

(5) "Pediatric transitional care services" means short-term, temporary, health and comfort services for drug exposed infants according to the requirements of this chapter and provided in an establishment licensed by the department of health.

(6) "Psychiatric hospital" means an establishment caring for any person with mental illness or substance use disorder excluding acute care hospitals licensed under chapter 70.41 RCW, state psychiatric hospitals established under chapter 72.23 RCW, and residential treatment facilities as defined in this section.

(7) "Residential treatment facility" means an establishment in which twenty-four hour on-site care is provided for the evaluation, stabilization, or treatment of residents for substance use, mental health, co-occurring disorders, or for drug exposed infants.

(8) "Secretary" means the secretary of the department of health.

(9) "Technical assistance" means the provision of information on the state laws and rules applicable to the regulation of psychiatric hospitals, the process to apply for a license, and methods and resources to avoid or address compliance problems. Technical assistance does not include assistance provided under chapter 43.05 RCW.

(10) "Trained caregiver" means a noncredentialed, unlicensed person trained by the establishment providing pediatric transitional care services to provide hands-on care to drug exposed infants. Caregivers may not provide medical care to infants and may only work under the supervision of an appropriate health care professional.

[2020 c 115 § 6. Prior: 2017 c 263 § 2; 2001 c 254 § 1; 2000 c 93 § 21; 1977 ex.s. c 80 § 43; 1959 c 25 § 71.12.455; prior: 1949 c 198 § 53; Rem. Supp. 1949 § 6953-52a. Formerly RCW 71.12.010, part.]

NOTES:

Reviser's note: The definitions in this section have been alphabetized pursuant to RCW 1.08.015(2)(k).

Findings—Intent—Effective date—2020 c 115: See notes following RCW 71.12.700.

Findings—Intent—2017 c 263: "The legislature finds that more than twelve thousand infants born in Washington each year have been prenatally exposed to opiates, methamphetamines, and other drugs. Prenatal drug exposure frequently results in infants suffering from neonatal abstinence syndrome and its accompanying withdrawal symptoms after birth. Withdrawal symptoms may include sleep problems, excessive crying, tremors, seizures, poor feeding, fever, generalized convulsions, vomiting, diarrhea, and hyperactive reflexes. Consequently, the legislature finds that drug exposed infants have unique medical needs and benefit from specialized health care that addresses their withdrawal symptoms. Specialized care for infants experiencing neonatal abstinence syndrome is based on the individual needs of the infant and includes: Administration of intravenous fluids and drugs such as morphine; personalized, hands-on therapeutic care such as gentle rocking, reduction in noise and lights, and swaddling; and frequent high-calorie feedings.

The legislature further finds that drug exposed infants often require hospitalization which burdens hospitals and hospital staff who either have to increase staffing levels or require current staff to take on additional duties to administer the specialized care needed by drug exposed infants.

The legislature further finds that drug exposed infants benefit from early and consistent family involvement in their care, and families thrive when they are provided the opportunity, skills, and training to help them participate in their child's care.

The legislature further finds that infants with neonatal abstinence syndrome often can be treated in a nonhospital clinic setting where they receive appropriate medical and nonmedical care for their symptoms. The legislature, therefore, intends to encourage alternatives to continued hospitalization for drug exposed infants, including the continuation and development of pediatric transitional care services that provide short-term medical care as well as training and assistance to caregivers in order to support the transition from hospital to home for drug exposed infants." [2017 c 263 § 1.]

Purpose—Intent—Severability—1977 ex.s. c 80: See notes following RCW 4.16.190.

RCW 71.12.460**License to be obtained—Penalty.**

No person, association, county, municipality, public hospital district, or corporation, shall establish or keep, for compensation or hire, an establishment as defined in this chapter without first having obtained a license therefor from the department of health, complied with rules adopted under this chapter, and paid the license fee provided in this chapter. Any person who carries on, conducts, or attempts to carry on or conduct an establishment as defined in this chapter without first having obtained a license from the department of health, as in this chapter provided, is guilty of a misdemeanor and on conviction thereof shall be punished by imprisonment in a county jail not exceeding six months, or by a fine not exceeding one thousand dollars, or by both such fine and imprisonment. The managing and executive officers of any corporation violating the provisions of this chapter shall be liable under the provisions of this chapter in the same manner and to the same effect as a private individual violating the same.

[2001 c 254 § 2; 2000 c 93 § 22; 1989 1st ex.s. c 9 § 226; 1979 c 141 § 133; 1959 c 25 § 71.12.460. Prior: 1949 c 198 § 54; Rem. Supp. 1949 § 6953-53.]

NOTES:

Effective date—Severability—1989 1st ex.s. c 9: See RCW 43.70.910 and 43.70.920.

RCW 35.63.220**Treatment of residential structures occupied by persons with handicaps.**

No city may enact or maintain an ordinance, development regulation, zoning regulation or official control, policy, or administrative practice which treats a residential structure occupied by persons with handicaps differently than a similar residential structure occupied by a family or other unrelated individuals. As used in this section, "handicaps" are as defined in the federal fair housing amendments act of 1988 (42 U.S.C. Sec. 3602).

[1993 c 478 § 20.]

RCW 41.05.760**Recovery residences—Registry.**

(1) The authority shall establish and maintain a registry of approved recovery residences. The authority may contract with a nationally recognized recovery residence certification organization based in Washington to establish and maintain the registry.

(2) The authority or the contracted entity described in subsection (1) of this section shall determine that a recovery residence is approved for inclusion in the registry if the recovery residence has been certified by a nationally recognized recovery residence certification organization based in Washington that is approved by the authority or if the recovery residence is a chapter of a national recovery residence organization with peer-run homes that is approved by the authority as meeting the following standards in its certification process:

(a) Peers are required to be involved in the governance of the recovery residence;

(b) Recovery support is integrated into the daily activities;

(c) The recovery residence must be maintained as a home-like environment that promotes healthy recovery;

(d) Resident activities are promoted within the recovery residence and in the community through work, education, community engagement, or other activities; and

(e) The recovery residence maintains an environment free from alcohol and illicit drugs.

(3) Nothing in this section requires that a recovery residence become certified by the certifying organization approved by the authority in subsection (2) of this section or be included in the registry, unless the recovery residence decides to participate in the recovery residence program activities established in this chapter.

(4) For the purposes of this section, "recovery residence" means a home-like environment that promotes healthy recovery from a substance use disorder and supports persons recovering from a substance use disorder through the use of peer recovery support.

[2019 c 264 § 2.]

NOTES:

Findings—2019 c 264: "(1) The legislature finds that substance use disorder is a disease impacting the whole family and the whole society and requires a system of care that includes prevention, treatment, and recovery services that support and strengthen impacted individuals, families, and the community at large.

(2) The legislature further finds that access to quality recovery housing is crucial for helping individuals remain in recovery from substance use disorder beyond treatment. Furthermore, recovery housing serves to preserve the state's financial investment in a person's treatment. Without access to quality recovery housing, individuals are much less likely to recover from substance use disorder and more likely to face continued issues that impact their well-being, their families, and their communities. These issues include death by overdose or other substance use disorder-related medical complications; higher health care costs; high use of emergency departments and public health care systems; higher risk for involvement with law enforcement and incarceration; and an inability to obtain and maintain employment. These challenges are compounded by an overall lack of affordable housing nationwide.

(3) The legislature recognizes that recovery is a long-term process and requires a comprehensive approach. Recognizing the potential for fraudulent and unethical recovery housing operators, this act is designed to address the quality of recovery housing in the state of Washington." [2019 c 264 § 1.]

RCW 84.36.043**Nonprofit organization property used in providing emergency or transitional housing to low-income homeless persons or victims of domestic violence.**

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

- (a) The charge, if any, for the housing does not exceed the actual cost of operating and maintaining the housing; and
- (b)(i) The property is owned by the nonprofit organization; or
- (ii) The property is rented or leased by the nonprofit organization and the benefit of the exemption inures to the nonprofit organization.

(2) As used in this section:

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

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

(c) "Transitional housing" means a project that provides housing and supportive services to homeless persons or families for up to two years and that has as its purpose facilitating the movement of homeless persons and families into independent living.

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

[1998 c 174 § 1; 1991 c 198 § 1; 1990 c 283 § 2; 1983 1st ex.s. c 55 § 12.]

NOTES:

Effective dates—1983 1st ex.s. c 55: See note following RCW 82.08.010.