



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

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

To observe the meeting (no public comment ability)

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

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/89352138301>

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

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

CONSENT AGENDA

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

1. [February 5, 2024 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$69,245.00 to Shell Engineering for Boulder Creek Water Intake Maintenance Improvements Amendment No.1 Award with up to 10% Change Order Authorization](#)
(Submitted by Rob Charles, Utilities Manager)
4. [\\$144,965.00 MacKay Sposito Professional Service Agreement, Camas Citywide Sports Field Plan](#)
(Submitted by Trang K. Lam, Parks & Recreation Director)
5. \$260,758.13 for 2019-2021 Uncollectible Collection Agency Accounts for Emergency Medical Service Billings.
(Submitted by Cathy Huber Nickerson, Finance Director)

6. \$120,454.06 for 2019-2022 Final Ground Emergency Medical Transport (GEMT) Write-off Billings for Uncollectable Balance of GEMT Charges.
(Submitted by Cathy Huber Nickerson, Finance Director)
7. \$155,912.00 Job Order Contracting (JOC) Rose Property Demolition Contract Bid Award with up to 10% change order authorization
(Submitted by Will Noonan, Public Works Operations Manager)
8. \$229,344.00 Job Order Contracting (JOC) Leadbetter House Improvement Contract Bid Award with up to 10% change order authorization
(Submitted by Will Noonan, Public Works Operations Manager)

NON-AGENDA ITEMS

9. Staff
10. Council

MAYOR

11. Mayor Announcements
12. [2024 Citizen Appointments](#)

MEETING ITEMS

13. [Ordinance No. 24-002 – Northeast Goodwin Road / Northeast 28th Street Annexation](#)
[Presenter: Robert Maul, Planning Manager](#)
[Time Estimate: 5 minutes](#)
14. [Resolution No. 24-003 Providing for Submission to the Voters a Proposition Authorizing the City to Continue the Existing Emergency Medical Services \(EMS\) Property Tax Levy for Six Years](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
[Time Estimate: 10 minutes](#)
15. [Public Hearing - Ordinance No. 24-003 Franchise Agreement with Comcast Cable Communications Management, LLC](#)
[Presenter: Steve Wall, Public Works Director](#)
[Time Estimate: 10 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes – Draft
Monday, February 5, 2024, 4:30 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

ROLL CALL

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

Staff: Sydney Baker, James Carothers, Rob Charles, Carrie Davis, Jennifer Gorsuch, Cathy Huber Nickerson, Tina Jones, Trang Lam, Justin Monsrud, Will Noonan, Alan Peters, Doug Quinn, Bryan Rachal, Heidi Steffensen, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 4:40 p.m.)

PUBLIC COMMENTS

Nick Kralj, Camas, commented about Camas Little League.

WORKSHOP TOPICS

1. Parks & Recreation Commission 2023 Annual Report
 Presenter: Brittany Grahn, Commissioner and Jenny Wu, Commissioner

This item was for Council's information only.

2. Camas Citywide Sports Field Plan – Mackay Sposito Professional Services Agreement
 Presenter: Trang Lam, Parks and Recreation Director

This item will be placed on the February 20, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

3. Emergency Medical Services (EMS) Property Tax Renewal Levy 2025-2029
 Presenter: Cathy Huber Nickerson, Finance Director

A Resolution for this item will be placed on the February 20, 2024 City Council Regular Meeting for Council's consideration.

4. Professional Services Agreement for Boulder Creek Intake Maintenance Improvements
Presenter: Rob Charles, Utilities Manager

This item will be placed on the February 20, 2024 Regular Meeting Consent Agenda for Council's consideration.

5. Draft Franchise Agreement with Comcast Cable Communications Management, LLC
Presenter: Steve Wall, Public Works Director

A public hearing for this item will be placed on the February 20, 2024 City Council Regular Meeting.

6. Rose Property Demolition Contract
Presenter: Will Noonan, Public Works Operations Manager

This item will be placed on the February 20, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

7. Leadbetter House Improvements Contract
Presenter: Will Noonan, Public Works Operations Manager

This item will be placed on the February 20, 2024 City Council Regular Meeting Consent Agenda for Council's consideration.

8. Lake and Sierra Street Intersection Improvements Alternatives Analysis Presentation
Presenter: James Carothers, Engineering Manager and Justin Monsrud, Engineer

This item was for Council's information only.

9. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator

Due to time constraints, this item was moved to the February 5, 2024 City Council Regular Meeting.

COUNCIL COMMENTS AND REPORTS

Nohr attended the Finance Committee meeting and the Joint Policy Advisory Committee (JPAC) meeting. Nohr commented about the Nakia Creek Fire and attended the 14th Annual Rev. Dr. Martin Luther King Jr Breakfast Celebration at ilani in Ridgefield, WA.

Hein commented about C-TRAN and thanked staff for their efforts at the Council Planning Retreat. Hein attended the ribbon cutting for Holistic Coaching, Lane Cellars, and Autumn Leaf Books. Hein commented about citizen emails regarding fireworks, homelessness, the proposed fire station location, and snow removal.

Svilarich will be attending the Association of Washington Cities City Action Days later this week.

Carter commented about Accessory Dwelling Unit's (ADU's) that was discussed during the Council's Planning Retreat and received agreement to bring the topic forward to a City Council meeting. Carter commented on the homelessness subcommittee meeting.

Boerke commented about citizen concerns regarding air brakes and trash being left on property. Boerke commented about the homelessness subcommittee.

Due to time constraints, Council Member Senescu and Council Member Lewallen's comments were moved to the February 5, 2024 City Council Regular Meeting.

PUBLIC COMMENTS

Phillip Mitchell, Camas, commented about the Lake and Sierra Street intersection.

CLOSE OF MEETING

The meeting closed at 6:37 p.m.



City Council Regular Meeting Minutes – Draft
Monday, February 5, 2024, 7:00 PM
Council Chambers, 616 NE 4th AVE

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

Press: Kelly Moyer, Camas-Washougal Post Record (joined at 7:07 p.m.)

PUBLIC COMMENTS

No one from the public wished to speak.

CONSENT AGENDA

1. January 2, 2024 Camas City Council Regular and Workshop Meeting Minutes
2. January 26, 2024 Camas City Council Special Meeting Minutes
3. January 29, 2024 Camas City Council Special Meeting Minutes
4. \$1,120,306.78 Automated Clearing House 700390-700422, Claim Checks 156711-156817 and \$54,245.65 Automated Clearing House 700455 and Claim Checks 156930-156933 for 2023 expenses. \$807,857.75 Automated Clearing House 700423-700454 and Claim Checks 156818-156928 for 2024 expenses, and \$486.69 CAP Payment Approved by Finance Committee.
5. Professional Services Agreement with Consor for Lacamas Meadows Force Main Design for \$127,866.00 (Submitted by Rob Charles, Utilities Manager)
6. Professionals Services Agreement with Consor for Angelo Booster Station Generator Alternatives for \$28,247.00 (Submitted by Rob Charles, Utilities Manager)

7. Professional Services Agreement with Gray and Osborne, Inc. for STEP Main Assessment Inspection – Design Services for \$27,520.00
(Submitted by Rob Charles, Utilities Manager)
8. \$73,024.83 Professional Services Agreement Amendment with WSP, Inc. for Well 6 to Well 14 Transmission Main
(Submitted by Rob Charles, Utilities Manager)
9. January 2024 Surplus Equipment
(Submitted by Will Noonan, Public Works Operations Manager)
10. Final Plat Approval for Lacamas Hills Subdivision (aka CJ Dens Subdivision) Phases 2 and 3
(Submitted by Lauren Hollenbeck, Senior Planner)
11. \$595,906.29 North Cascade Excavating LLC, South Lacamas Creek (NE 3rd Avenue) Trailhead Bid Award with up to 10% change order authorization
(Submitted by Trang Lam, Director Parks and Recreation)
12. \$94,293.88 for November 2023 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts.
(Submitted by Cathy Huber Nickerson, Finance Director)
13. \$88,792.76 for December 2023 Emergency Medical Services (EMS) Write-off Billings for Monthly Uncollectable Balance of Medicare and Medicaid Accounts.
(Submitted by Cathy Huber Nickerson, Finance Director)
14. TDJ CPA Incorporated Engagement Letter
(Submitted by Cathy Huber Nickerson, Finance Director)
15. Reject All Bids for NW 38th Avenue Improvements Phase 3 and Authorize Staff to Readvertise for Rebidding
(Submitted by James Carothers, Engineering Manager)

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

NON-AGENDA ITEMS

16. Staff

Quinn commented about how the City surpluses equipment and the process for Emergency Medical Service (EMS) write-offs. Quinn commented about the Regional Fire Authority (RFA).

Wall commented about the Clark County Lacamas Watershed Interlocal Agreement, Public Works efforts during the ice storm, street light repairs, and the Flush with Care Program. Wall thanked Brian Monnin for efforts in acquiring grant funding for stormwater projects.

17. Council

Senescu attended the Council Planning Retreat. Senescu commented about homelessness, fireworks, and the proposed fire station.

Lewallen commented about citizens concerns regarding the storm weather, and fireworks. Lewallen attended the homelessness subcommittee meeting.

MAYOR

18. Mayor Announcements

Hogan commented about the Ending Community Homelessness Organization (ECHO) and about priorities for City Council Meetings.

19. Parks and Recreation Commission Citizen Appointment
Presenter: Steve Hogan, Mayor

It was moved by Carter, and seconded, to confirm the Park and Recreation Commission Citizen Appointment. The motion carried unanimously.

20. Black History Month Proclamation

Mayor Hogan proclaimed February 2024 as Black History Month in the City of Camas.

MEETING ITEMS

21. 2024-2025 Collective Bargaining Agreement between the City of Camas and International Association of Fire Fighters, Local #2444
Presenter: Jennifer Gorsuch, Administrative Services Director
Time Estimate: 5 minutes

It was moved by Carter, and seconded, to approve the 2024-2025 Collective Bargaining Agreement between the City of Camas and the International Association of Fire Fighters, Local #2444. The motion carried unanimously.

22. Public Hearing – Ordinance No. 24-001 Public Right of Way Vacation Request for 600 NW 18th Loop for the benefit of 1804 NW Edgehill Drive
Presenter: Rob Charles, Utilities Manager
Time Estimate: 10 minutes

Mayor Hogan opened the public hearing at 7:45 p.m. No one from the public wished to comment.

The public hearing closed at 7:47 p.m.

It was moved by Hein, and seconded, to adopt Ordinance 24-001 Public Right of Way Vacation Request for 600 NW 18th Loop for the benefit of 1804 NW Edgehill Drive and publish according to law. The motion carried unanimously.

23. Goodwin & 28th Annexation – 60% Annexation Petition Public Hearing
Presenter: Robert Maul, Planning Manager
Time Estimate: 20 Minutes

Mayor Hogan opened the public hearing at 7:55 p.m. The following residents provided testimony:

Von Freeze
Jim Gruher

The public hearing closed at 7:58 p.m.

It was moved by Nohr, and seconded, to approve the proposed NE Goodwin Road and NE 28th Street Annexation and direct the City Attorney to prepare an adoptive ordinance for the February 20, 2024 Council Meeting. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 8:03 p.m.



Staff Report

February 5, 2024 Council Workshop Meeting

PSA for Boulder Creek Intake Maintenance Improvements

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: Boulder Creek has an intake which supplies water to the City's Water Treatment Plant located north of the city. Both Jones Creek and Boulder Creek provide water to the plant which provides seasonal water supply to Camas. Over time, the Boulder Creek intake has shown reduced capacity due to buildup of material around the intake. In addition, the creek has had washouts over the years which have eroded the bank and access maintenance road which staff uses to maintain the intake. Shell Engineering has previously worked on assisting the city with a condition assessment and repair concepts plan for the intake in the amount of \$23,893.

SUMMARY: To fully utilize the capacity of the intake, creek bed material will need to be pulled from the stream channel around the intake. This material can then be used to stabilize the creek bank and also be used to reconstruct the eroding maintenance road. Shell Engineering is proposing to coordinate with multiple agencies for permitting requirements to maintain this intake. In addition, a survey of the area will be completed to confirm the quantity of material which will be dredged from the creek. When plans and specifications are completed, the project will be bid and the low bid award will be brought back to council. The work window in the stream is limited to the month of August.

- ① Concrete dam tied-in to bedrock channel.
- ② 3" x 10" timber flashboard set atop dam.
- ③ Drain intake leading to 10" pipe
- ④ Chain link screen surrounding intake
- ⑤ Sediment deposits upstream of dam
- ⑥ Access platform
- ⑦ Metal guardrail in channel downstream of dam, presumed from eroded bank.



Figure 1: Photo of existing dam and intake structure from downstream of dam looking upstream

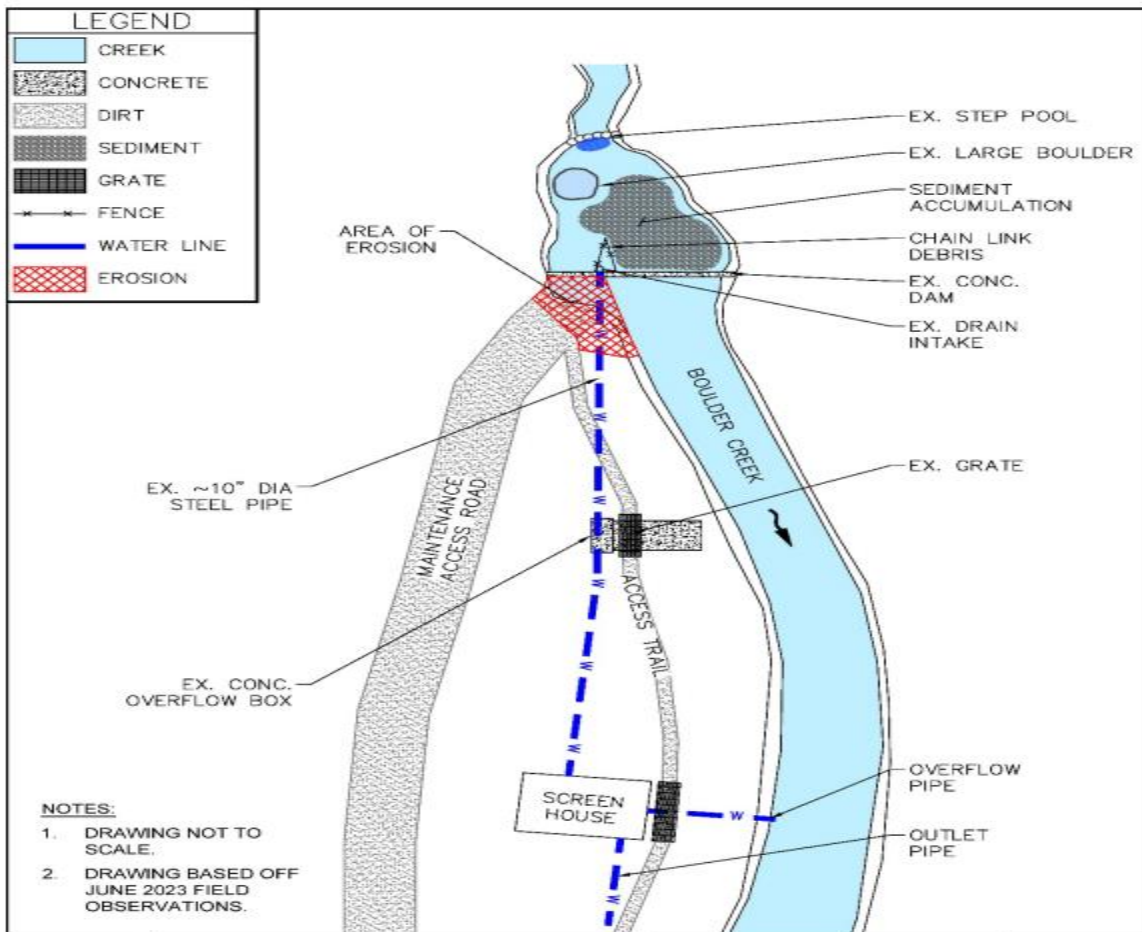


Figure 2: Vicinity map of Boulder Creek water intake structure



Figure 3: Existing bank erosion along right bank of Boulder Creek looking downstream in intake structure.

BENEFITS TO THE COMMUNITY: Full utilization of the City's Water Treatment Plant and the ability to turn off some wells during the winter months when the plant is operating.

POTENTIAL CHALLENGES: During agency consultations for permit requirements, there may be permitting requirements placed upon the maintenance work that are unexpected.

BUDGET IMPACT: The cost for the design and permitting portion of this project is \$69,425.

RECOMMENDATION: Staff recommends this item be placed on the February 20, 2024 Council Regular Meeting Consent Agenda for Council's consideration.

EXHIBIT 'A'

SCOPE OF WORK FOR BOULDER CREEK WATER INTAKE MAINTENANCE IMPROVEMENTS AMENDMENT NO. 1 PERMITTING, DESIGN AND CONSTRUCTION PHASE SERVICES

January 24, 2024

Project Description

The City of Camas (City) desires to amend its contract with Shell Engineering and Consulting LLC (Shell) to provide additional consulting services for the Boulder Creek Water Intake.

The streambed surrounding the water intake behind the concrete dam has accumulated gravel and the bank along the maintenance access road has been eroded by stream flows. Under the initial contract for this project Shell provided a technical memorandum that included concept-level repair alternatives for maintaining the intake structure and repairing the maintenance access road to the intake. In addition, Shell provided preliminary consultations with regulatory/permitting agencies, including the U.S. Army Corps of Engineers (ACOE) and the Washington State Department of Wildlife (WDFW). Shell was unable to obtain preliminary consultations with Clark County Community Development (County) and the Washington State Department of Ecology (DOE).

The City now desires to proceed with permitting, design and construction phase services.

Project Assumptions:

1. This project will include excavation of up to 50 cubic yards of accumulated gravel from the streambed behind the dam and placement of up to 50 cubic yards of rock revetment and road fill for streambank restoration and repair of the maintenance access road.
2. The City will renew their Hydraulic Project Approval (HPA) for the Boulder Creek Intake with WDFW. The renewed HPA will allow excavation of up to 50 cubic yards of accumulated gravel from behind the dam.
3. Removal of sediment, repair of the eroded maintenance road and construction of a rock revetment for bank stabilization will be considered utility maintenance by applicable regulatory agencies.
4. Bio-engineering design is not included.
5. This project will be bid as a small works project.
6. Construction will occur during the in-water work window (the month of August) of 2024.

7. Biological studies have not been prepared. The in-stream work areas will need to be surveyed to determine if either freshwater mussels or lamprey are present. If found to be present, they will need to be removed prior to construction.
8. Preparation of a SEPA checklist will be required.
9. All permit fees, including a Clark County Pre-Application meeting and SEPA Checklist fee, will be paid by the City.
10. The DOE and ACOE may require a wetland delineation.
11. The ACOE will authorize work under a Nationwide Permit.

Scope of Work

The scope of work for this project includes the following:

- Project management, scope of work development, invoicing, and management of subconsultants.
- Meetings with the City to review plans and discuss project objectives.
- A pre-application conference with the County, including preparation of an application, responding to County requests for additional information, and attendance at a virtual pre-application conference meeting.
- A Pre-Filing Meeting with the DOE (required for DOE Water Quality Certification).
- Preparation of a SEPA checklist.
- Preparation of a JARPA permit application.
- Preparation of an ACOE Pre Construction Notification.
- A wetland delineation, if required by the DOE and/or ACOE.
- Coordination with regulatory agencies including the County, ACOE, DOE, and WDFW.
- A site topographic survey to supplement existing surveys, map the area of the eroded bank and existing streambed around the water intake, and tie into control points from the Jacobs topographic survey.
- Resolution of survey datum differences between the existing topographic surveys.
- Design of maintenance access road repairs and rock revetment to stabilize the bank.
- Development of plans, specifications and estimated construction cost.
- One site visit for final design review.
- An aquatic survey to determine if freshwater mussels or lamprey are present at the site.
- Fish and/or freshwater mussel salvage prior to construction if found to be present.
- Site visits during bidding (if needed) and construction.

Scope of Work Assumptions:

1. Construction contract administration and construction inspection are not included.
2. A Cultural Resources Survey was prepared in 2016 for the Camas Pipeline Project and the Area of Potential Effects included this project site. An Archaeological Predetermination will not be required for this project.
3. City review of plans, specifications and estimate will occur at 90% and Final stages of project development.
4. Front end construction contract documents will be provided by the City.

5. Water intake structure maintenance will be limited to removal of gravel from behind the dam.
6. Evaluation of the dam is not included.
7. A maximum of 24 hours for regulatory agency coordination is included.
8. A maximum of 2 site visits during construction is included.
9. A maximum of 1 day of fish salvage is included.

Deliverables:

- Application material for a Clark County Pre-Application Conference, DOE Pre-Filing application, ACOE Pre Construction Notification, JARPA application and SEPA checklist.
- Updated site survey and ACAD base map.
- Plans, specifications and estimates at 90% and final stages of development (cost estimate at final only).
- Wetland delineation report (if needed).
- Memo summarizing results of the aquatic survey.

Anticipated Schedule:

- Notice to proceed: February 15, 2024
- 90% PS&E: March 31, 2024
- Final PS&E: April 30, 2024
- Project Bidding: May 2024
- Project Construction: August 2024

**EXHIBIT 'B'****Fee Estimate**

City of Camas
 Boulder Creek Water Intake Maintenance Improvements
 Permitting, Design and Construction Phase Services
 Jan-24

Task	Description	Shell				Subconsultants			Total Cost
		Hours	Labor Cost	Expenses		ELS	Rivero	KCD	
1	PROJECT MANAGEMENT								
	PM, Scope Development, Invoicing	12	\$ 2,220		\$ 2,220				\$2,220
	Client meetings	8	\$ 1,480		\$ 1,480				\$1,480
2	PERMITTING								
	Clark County Pre-App	8	\$ 1,480	\$ 55	\$ 1,535				\$1,535
	WQ Certification Pre-Filing Meeting	4	\$ 740		\$ 740				\$740
	JARPA Application	4	\$ 740		\$ 740				\$740
	SEPA checklist	8	\$ 1,480		\$ 1,480				\$1,480
	ACOE Pre Construction Notification	4	\$ 740		\$ 740				\$740
	Agency/Permit Coordination	28	\$ 5,180		\$ 5,180	\$2,750			\$7,930
	Wetland Delineation (if required)					\$10,450			\$10,450
	Aquatic Surveys					\$8,360			\$8,360
3	SURVEY AND MAPPING								
	Topographic Survey and Base Map							\$4,180	\$4,180
4	ENGINEERING DESIGN								
	Site visit	4	\$ 740	\$ 75	\$ 815				\$815
	Plans								
	Existing Conditions	2	\$ 370		\$ 370		\$1,650		\$2,020
	Site Improvements, Restoration, Erosion Control	20	\$ 3,700		\$ 3,700		\$3,300		\$7,000
	Details	16	\$ 2,960		\$ 2,960		\$3,300		\$6,260
	Small Works Contract Documents, Special Provisions	6	\$ 1,110		\$ 1,110				\$1,110
	Estimate	3	\$ 555		\$ 555				\$555
5	BID PHASE SERVICES								
	Bidder Questions, Pre-Bid Meeting, Addenda	8	\$ 1,480		\$ 1,480		\$330		\$1,810
6	CONSTRUCTION PHASE								
	Site Visits	12	\$ 2,220	\$ 150	\$ 2,370				\$2,370
	Fish Salvage					\$6,050			\$6,050
	As-Builts	4	\$ 740		\$ 740		\$660		\$1,400
	TOTAL	151	\$ 27,935	\$ 280	\$ 28,215	\$27,610	\$8,580	\$4,180	\$69,245

Houly rate \$185

Subconsultant costs include a 10% markup

Mileage will be billed at federal rate



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. TBD

Citywide Sports Field Assessment

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

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the Citywide Sports Field Assessment.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 31, 2024, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$144,965.00 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "C".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

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

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

12. Confidentiality. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Consultant further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Trang Lam
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7037
 EMAIL: Tlam@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Juanita Rogers
 MacKay Sposito
 18405 SE Mill Plain Boulevard, Suite 100
 Vancouver, WA 98683
 PH: 360-695-3411
 EMAIL: jrogers@mackaysposito.com

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

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is

entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

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

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

MacKay Sposito:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT “A” SCOPE OF SERVICES



Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100 Vancouver, WA 98683
360.695.3411 www.mackaysposito.com

January 12, 2024

Camas Parks & Recreation Department
Attn: Trang Lam
227 NE Lake Road
Camas, WA 98607

Re: Camas Citywide Sports Field Plan and RCO Support - Scope of Work

Dear Trang:

On behalf of the MacKay Sposito team, I thank the City of Camas for this opportunity to provide the following scope and fee for professional services for developing a Citywide Sports Field Assessment Plan and RCO Grant support. For this effort, we have added Erik Sweet, PLA from Second Nature to our team as a subconsultant to provide support in athletic field design and synthetic turf expertise. Together our team brings a deep understanding of facility needs, construction, and management of athletic facilities.

The attached scope of services (Exhibit A) and fees (Exhibit B) identify the scope of work and the associated costs for each task based on anticipated services outlined in the RFQ requirements and the sports court assessment we discussed in our recent scoping meeting. Once you have had an opportunity to review the following proposal, we would like to schedule a review meeting to discuss this proposal to ensure the scope of work aligns with the City's expectations.

Please note the following revisions have been made from the original scope and fee:

- Forest Home Park concept planning will occur under separate contract to support a RCO grant application. Fees under this scope have been reduced to reflect this separate effort.
- Assessment of use capacity and best practices for O&M programming for Forest Home Park will be included under this citywide assessment.
- The Citywide Sports Field Plan will build upon the Forest Home Park Conceptual Master plan and will incorporate recommendations for improvements into this planning document.
- Rates have been updated to reflect 2024.
- RCO Grant Support for Forest Home Park for the Community Outdoor Athletic Facilities (COAF) grant through the Recreation Conservation Office (RCO) grant application.

Again, we appreciate the opportunity to provide this proposal for your consideration. We are very excited to work with you and look forward to developing this plan to help the city assess and improve athletic facilities for the community of Camas. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Juanita Rogers'.

Juanita Rogers, PLA
Landscape Architecture Manager
360.721.6394

Table of Contents

INTRODUCTION

SCOPE OF WORK:

TASK 1: PROJECT MANAGEMENT

- 1.1 Project Administration
- 1.2 Project Status Reports
- 1.3 Invoicing
- 1.4 Project Coordination Meetings
- 1.5 Kickoff Meeting

TASK 2: COMMUNITY ENGAGEMENT

- 2.1 Broader Community Outreach
- 2.2 Stakeholder Meetings
- 2.3 Internal Planning Committee (IPC) Meetings
- 2.4 Park Board and Council Updates

TASK 3: DATA GATHERING AND CONDITION ASSESSMENT

- 3.1 Existing Document Review
- 3.2 Site Visits and Assessment
- 3.3 Demand Analysis
- 3.4 Level of Service and O&M Programs

TASK 4: PLAN DEVELOPMENT

- 4.1 Draft Plan
- 4.2 Final Plan

TASK 5: RCO GRANT SUPPORT

- 5.1 Grant Application
- 5.2 Grant Graphic Development
- 5.3 PowerPoint Presentation & Narratives

TASK 6: SUBCONSULTANT SUPPORT

- 6.1 Second Nature (Sport Field Consultant)

Introduction

GENERAL PROJECT DESCRIPTION/BACKGROUND

The Citywide Sports Field Plan (Plan) is an assessment of the athletic field's capacity and conditions, which include the nine existing city sites with athletic sports fields and courts within the city limits of Camas. Capacity assessment will also include a demand analysis of East County to better understand opportunities for partnerships amongst various jurisdictions to phase in additional capacity. The Plan will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost effectively. The Plan will complete field and court evaluations, assess use capacity, research best practices for service levels, and help identify best practices for the operations and maintenance (O&M) program. The goal is to develop strategies and recommendation plans to optimize existing fields and court use while providing a phased approach to adding capacity.

The consultant team and the City team will meet with stakeholders to quantify current field and court use, identify if there are system gaps, and explore opportunities to continue to build strong partnerships. This effort will include discussions with sports leagues to help support general maintenance and capital improvements. This process will also explore partnership agreements with school districts and other local jurisdictions to use existing fields and courts or interim use of other lands to increase capacity for sports users.

System-wide demand analysis in East County includes the following areas:

- Camas School District
- Washougal School District
- Clark County
- City of Washougal
- City of Vancouver (eastside adjacent to Camas)

The city's existing sports field and court locations include the following nine sites:

- Forest Home Park
- Crown Park
- Prune Hill Sports Park
- Dorothy Fox Field
- Fallen Leaf Park
- Louis Bloch Park
- Goot Park
- Grass Valley Park
- Oak Park

Anticipated stakeholders include:

- Camas Little League
- East County Little League
- Babe Ruth Baseball
- Soccer user group
- Lacrosse user group
- Pickleball/Tennis user groups
- Clark County/Harmony Sports Association

- City of Washougal
- Camas School District
- Clark County Youth Football (CCYF)
- Rugby user group

The city and consultant will identify the final selection of stakeholders at the project's startup phase. Anticipate up to (6) six individual stakeholder and/or small user group meetings.

The RCO grant manual for the COAF grant is anticipated to be published in mid-January 2024 and exact requirements for this new grant is unknown. For scoping purposes, MSi assumed similar grant requirements as for the Washington Wildlife and Recreation Program (WWRP). If there are significant differences with this new grant application, MSi and the City will need to review the Scope and Fee to make sure they are aligned with the grant requirements.

Key target dates for COAF grant application are:

- Pre-Application Due: February 27, 2024.
- Final Application Due: June 20, 2024.
- Technical Completion Deadline: August 15, 2024.
- Project Evaluation: Sept. 3-30, 2024.

Assessment and concept planning for Forest Home Park has been scoped under a separate contract to advance ahead of the Citywide Assessment and help prepare necessary documents to support the anticipated RCO grant application.

GENERAL PROJECT ASSUMPTIONS:

The following are assumed to be included as part of the project:

- Condition Assessment and Recommendations, by priority of improvements
- ADA Compliance Review
- Data Collection for Asset Management
- Recommendations for Future Growth Needs - Level of Service
- System-wide demand analysis in east county
- Stakeholder and Community Engagement
- Strategies and Phased Approach for Improvements
- Cost Model and User Fee Structure
- Operations and Maintenance Needs Assessment and Recommendations
- Rough Order of Magnitude (ROM) Cost Estimates
- Forest Home Park RCO Grant Support

The following elements are "optional" tasks in the project and additional scoping would be required to include:

- Two additional individual stakeholders and/or small user group meetings as needed.
- Development of Conceptual Plans for recommendations.

The following elements are not included in the project scope:

- Site Assessments for non-city sports fields and courts.
- Conceptual plans and ROM costs for athletic facilities outside of the nine city sites.

Scope of Work

(Exhibit "A")
City of Camas Parks and Recreation Department
Citywide Sports Field Plan and RCO Grant Support

1.0 PROJECT MANAGEMENT

The Project Manager will coordinate the Consultant’s team, organize project resources, and monitor and control budget and progress. We anticipate the project's duration to be (8) months from contract approval and Notice to Proceed.

1.1 PROJECT ADMINISTRATION

- Maintain the project schedule as a Gantt chart accessible using Smartsheet, containing task descriptions, start and end dates, completion milestones, and predecessors for each task. Critical path tasks will be identified. The schedule will conform to contract milestones.
- Assumptions:** *The City’s Internal Team will commit to an agreed-upon milestone schedule.*
- Deliverable:** *Project schedule, (2) updates.*

1.2 PROJECT STATUS REPORTS

- Prepare and submit monthly status reports along with invoices. Project status reports will be compared by task, budget status, and progress, including percent completion, and estimate at complete. In addition, status reports shall summarize specific progress, decisions required by the Owner, potential budget or schedule impacts, descriptions of any work required for successful project completion, and any tasks that MSi believes are outside of its agreed-upon scope of services, and other information deemed to be important to project completion.
- Assumptions:** *Assume an 8-month project timeline.*
- Deliverable:** *Monthly Status Report (8) total.*

1.3 INVOICING

- Prepare and submit monthly invoices consistent with the work completed.
- Assumption:** *Invoicing shall be by Task described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, current billing amount, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.*
- Deliverables:** *Monthly Invoices (8) total*

1.4 PROJECT COORDINATION MEETINGS

- Project check-in with MSi and the City Project Manager (Juanita & Trang) will occur bi-weekly by phone.
 - PM check-in - up to 16 meetings, 30 mins each, by phone.
- Schedule and lead recurring project coordination meetings with the consultant team and the City.
 - Recurring coordination meetings - monthly, up to 8 meetings, 1 hour each, virtual.

Deliverables: *Meeting agenda, meeting minutes, and task assignments*

1.5 KICK-OFF MEETING

- Attend a 1.5-hour virtual kick-off meeting with all City departments who will be involved and reviewing the project. This meeting intends to review the project and get input early on from each department. We will also use this meeting to identify key stakeholders.

Assumptions: *The city will provide all contact information and be involved in establishing roles and responsibilities of the Internal Planning Committee (IPC) involved.*

Deliverables: *Meeting agenda, meeting minutes/notes, and task assignments.*

2.0 COMMUNITY ENGAGEMENT

The MSi team will collect and review existing public input collected during the recently adopted PROS plan and other relevant city projects. A Public Participation Plan (PPP) will be created to augment community engagement specific to the needs of this scope and focus. Broader community outreach and stakeholder engagement will have a feedback loop at draft recommendations with at least two touch points.

2.1 BROADER COMMUNITY OUTREACH

- Help prepare for and attend (presentation support as needed) up to two public meetings.
- Develop project materials to promote community outreach, such as postcard mailers, community tabling, surveys, and social media as identified in the PPP.
- Provide presentation materials in PowerPoint, infographics, plans, and cost estimates for the City's use in meetings and distribution to the public.

Assumptions: *The city will distribute meeting notices and arrange any physical or virtual meeting venues and provide up to 44 hours of support.*

Deliverables:

- *Attend and present at (2) two public meetings.*
- *PowerPoint presentations including talking points for the City's use.*
- *Promotion materials for outreach – Items outlined above for the City's use and distribution.*

2.2 STAKEHOLDER MEETINGS

- Develop survey materials to support stakeholder engagement.
- Conduct individual key stakeholder and small user group meetings (up to 6). Meetings will gather information from key stakeholders and will be vetted with the City.
- Meeting agenda and meeting minutes.

Assumptions:

- *The City will contact stakeholders, coordinate schedules, and identify a location for the meeting.*
- *The City will identify stakeholders at the startup phase of the project.*
- *Stakeholder/user group meetings will be up to 1.5 hours each. For scoping purposes, we will assume half will be in-person, and half will be virtual.*
- *Sports leagues and clubs will provide field use numbers based on registration, use hours, and type of play.*
- *Provide up to 42 hours of support.*

Deliverables:

- *Memo of stakeholder engagement.*
- *Summary of sports league and club's current use.*

2.3 INTERNAL PLANNING COMMITTEE (IPC) MEETING

- Workshop with the City's Internal Planning Committee (IPC), including parks, planning, land management, athletic programming, and O&M staff for city input.

Assumptions: *There will be at least two touch points, once at draft recommendations and again at final.*

Deliverables: *Agenda and meeting minutes.*

2.4 PARK BOARD AND COUNCIL UPDATES

- Parks Commission and Council presentations. Attend and provide presentation support for up to (4) four meetings.
- Provide PowerPoint presentation materials and narratives in the form of infographics, plans, and cost estimates.

Assumptions:

- *Anticipate two meetings each - draft and final recommendations.*
- *MSi will develop materials and attend meetings to support the City presentations as needed.*
- *Provide up to 28 hours of support.*

Deliverables:

- *Attend and present at (4) four park board and Council meetings.*
- *PowerPoint presentations including talking points for the City's use.*

3.0 DATA GATHERING AND CONDITION ASSESSMENT

3.1 EXISTING DOCUMENT REVIEW AND SITE VISITS

- Gather and combine relevant information from various plans, reports, studies, and other relevant documents for desktop review, including available GIS data.

3.2 SITE VISITS AND ASSESSMENT SUMMARY

- Site visits to conduct physical site assessment visits documenting data such as safety and risk, field orientation, site drainage, amenities, program type, and capacity, ADA accessibility and compliance, parking and access, overall field condition, and level of service provided with each of the existing fields.
- Identify potential needs for improvement, enhancement, or renovation, along with opportunities to improve operations and maintenance (O&M) to be reviewed and prioritized with the City.

3.3 COST MODEL AND USER FEE STRUCTURE

- Assess and rate conditions of amenities and identify existing deficiencies based on the agreed-upon desired level of service standards established.

3.4 DEMAND ANALYSIS SUMMARY

- Prepare a demand analysis to identify sports programs underserved by the current field availability.
- Research and compare levels of service and O&M practices used by other regional cities to help inform recommendations.

Assumptions:

- *Anticipate a 2 1/2-hour site visit per site to collect data.*
- *Only one site visit will be conducted per site. If site conditions are dry during the visit, the consultant team will rely on input from maintenance and user groups to identify drainage challenges and issues.*
- *Data collected during stakeholder interviews will be used to help complete data forms, per the examples provided to the City before scoping.*
- *Assessment of existing fields/courts in the Camas School District and nearby communities will be looked at a high level and will not include field visits.*
- *Demand Analysis summary is based on data collected from sports associations, City data provided, and other stakeholders.*
- *Development of conceptual site-specific maps for recommended improvements are an “optional task”, additional scoping would be required.*

Deliverables:

- *Data sheets for each City site, including each field/court, will be documented, and outlined in the findings from the visit, desktop review, and stakeholder input.*

- *Summary of the assessment in an easy-to-use matrix, including prioritization of recommended improvements and ROM cost estimate.*
- *Demand Analysis Summary.*
- *Recommendations for level of service and O&M practices.*

4.0 PLAN DEVELOPMENT

The MSi team will develop a draft and final plan that will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost-effectively. This document is intended to be a living document and support the city's efforts in asset management; therefore, it will be important to establish and agree upon the format of documenting the information early in the process of gathering data. Reformatting and redeveloping tools at the end of the process will result in added costs and time in completing the project. Re-evaluation should be conducted every 2-5 years as the community grows and the demands for athletic fields and sports courts change.

Information gathered in all prior tasks will be synthesized into a draft plan and will include the following:

- Summary of the planning process, including existing condition evaluations, assessment use capacity, and needs assessments.
- Document the community engagement process and findings.
- Recommendations and implementation strategies for improvements to existing fields, sports courts, and new facilities to accommodate present and future user demands.
- Research best practices in other Pacific Northwest cities' sports fields and sports courts, levels of service, and O&M programs to identify elements of those programs that meet the needs of Camas.
- Recommendations on funding and partnerships
- O&M program recommendations, including fee model.
- Development of working exhibits for ROM takeoffs.
- ROM cost estimating
- Develop strategies and implementation plans to optimize existing fields and sports court utilization while providing a phased approach to adding capacity.

4.1 DRAFT CITYWIDE SPORTS FIELD PLAN

- Draft narrative and spreadsheets.

Assumptions:

- *Working exhibits for ROM takeoffs will be developed using aerial imagery.*
- *Concept plans for recommended improvements are an optional task.*
- *Draft materials will be used for a second touch point with the stakeholders, city staff, community, and commissions to gain input and consensus before finalizing recommendations in the planning document. This scope assumes one round of review and revision comments.*

Deliverables: Draft assessment report narratives and graphics.

4.2 FINAL CITYWIDE SPORTS FIELD PLAN

- Incorporate review comments from the draft review and finalize the plan.
- Final narrative, maps, spreadsheets, and ROM budget estimates.

Deliverables: Final assessment, including all maps, narratives, spreadsheets, ROM budget estimates, and supporting graphics.

5.0 FOREST HOME PARK RCO GRANT SUPPORT

The City anticipates submitting a Community Outdoor Athletic Facilities (COAF) grant for improvements to Forest Home Park. MSi will provide the following RCO grant support as listed in the following subtasks:

5.1 GRANT APPLICATION

- MSi will coordinate with the City on project intent and prepare the COAF grant application to ensure uses are eligible and compatible with RCO funding.
- MSi will be responsible for providing project metrics such as quantity take-offs, cost estimates, and preparation of project narratives for the grant application.
- The City will be responsible for providing the following legal application materials including, but not limited to: land appraisals, authorizing resolution/application authorization, landowner acknowledgment form, and local jurisdiction review and conferral.
- All additional legal documents identified in the grant application, such as all required studies/investigations will be the responsibility of the City.

Assumptions:

- City will conduct one round of review on each deliverable.
- City to provide legal documentation as identified above.
- City will be responsible for uploading all necessary application materials through RCO's PRISM Online.
- Narratives associated with presentation slides will be prepared under a separate task.

Deliverables: Draft and final application narratives and metrics.

5.2 GRANT GRAPHIC DEVELOPMENT

- Graphics are a large part of successful grant applications. Evaluators are looking for maps, site plans, illustrations, precedent images, aerial views, and ground shot imagery of the site. MSi will provide the following graphic support for the COAF grant application.
- Development of location and vicinity maps, parcel maps, and site photographs (ground and aerial).
- In collaboration with the City and with input from stakeholders, MSi will also develop a concept site plan in Task 2 which will identify recommended improvements and ROM cost estimates.

Assumptions:

- *Site-specific maps will be schematic and developed using approximate site measurements, GIS data, and aerial imagery. City will conduct one round of review on each deliverable, up to 8 maps and renderings.*
- *City to provide all background information available for map development.*
- *Graphics will be provided in PDF and JPEG format*

Deliverables:

- *Draft and final RCO grant graphics (TBD based on grant requirements).*
- *Site photographs (using ground and drone technology)*

5.3 POWERPOINT PRESENTATION

- MSi will prepare a draft and final PowerPoint presentations to be used by the City to participate in technical and final evaluation with the RCO review committee. Graphic materials used in the development of the presentation will be developed during other tasks in this scope of work. Presentations will respond to evaluation criteria questions including, but limited to: project need, project scope, immediacy of threat, community support, cost efficiencies.

Assumptions:

- *City will conduct one round of review on each deliverable.*
- *City will be available to support and coordinate presentation narratives and graphics.*
- *City will be responsible for presentations to the RCO review board.*
- *PowerPoint presentations will be provided in native and PDF format.*
- *Up to 26 hours of support.*

Deliverables:

- *Presentation narratives.*
- *Draft and final Technical PowerPoint presentation*
- *Draft and final Evaluation PowerPoint presentation*

6.0 SUBCONSULTANT SUPPORT

Second Nature will be providing sport field support services throughout the project.

EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES

Fees

(Exhibit "B") Fees
City of Camas Parks and Recreation Department
Citywide Sports Field Plan

Design Services

1.0	Project Management	\$ 15,876.00
2.0	Community Engagement	\$ 24,160.00
3.0	Data Gathering and Condition Assessment	\$ 23,644.00
4.0	Plan Development	\$ 47,536.00
5.0	RCO Grant Support	\$ 14,764.00
6.0	Second Nature (subconsultant)	\$ 17,200.00
	Reimbursable	\$ 1,785.00
Total Fees		\$ 144,965.00

EXHIBIT “C”
BILLING RATES

2024 HOURLY RATE SCHEDULE

Southern Washington

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$346.00	Administrative Assistant	\$106.00
Principal	\$282.00	Clerical	\$94.00
Engineering Manager	\$240.00	Survey Manager	\$220.00
Project Engineer	\$202.00	Project Manager – Survey	\$198.00
Engineer IV	\$186.00	Land Surveyor IV	\$178.00
Engineer III	\$168.00	Land Surveyor III	\$164.00
Engineer II	\$156.00	Land Surveyor II	\$156.00
Engineer I	\$136.00	Land Surveyor I	\$144.00
Project Manager – Design	\$216.00	Survey Technician IV	\$144.00
Project Controls Manager	\$244.00	Survey Technician III	\$126.00
Contract Administrator	\$182.00	Survey Technician II	\$118.00
Project Coordinator II	\$144.00	Survey Technician I	\$106.00
Project Coordinator I	\$132.00	Survey Aid	\$84.00
Design Technician IV	\$160.00	Survey Party Chief	\$156.00
Design Technician III	\$148.00	Survey Party Chief – Out of Town	\$161.00
Design Technician II	\$140.00	Survey Instrument Person	\$110.00
Design Technician I	\$118.00	Survey Instrument Person – Out of Town	\$115.00
Landscape Manager	\$206.00	GIS Mapping Specialist	\$156.00
Project Manager – Landscape	\$178.00	GIS Mapping Specialist II	\$164.00
Landscape Architect II	\$160.00	Public Involvement Associate/Mgr.	\$164.00
Landscape Architect I	\$140.00	Public Involvement Coordinator	\$110.00
Landscape Designer III	\$132.00	Creative Designer	\$106.00
Landscape Designer II	\$122.00	Stormwater Analyst	\$144.00
Landscape Designer I	\$110.00	Environmental Manager II	\$196.00
Land Development Manager	\$252.00	Environmental Manager I	\$174.00
Planning Manager	\$228.00	Environmental Principal	\$155.00
Project Manager – Planning	\$200.00	Environmental Supervisor	\$125.00
Senior Planner	\$182.00	Environmental Stormwater Vac Operator	\$125.00
Planner IV	\$176.00	Environmental Stormwater Vac Crew	\$115.00
Planner III	\$168.00	Environmental Crew Lead	\$105.00
Planner II	\$146.00	Environmental Maintenance Technician	\$95.00
Planner I	\$132.00	Environmental Administrative	\$100.00
Planning Technician	\$126.00	Natural Resource Specialist IV	\$156.00
Land Development Assistant	\$106.00	Natural Resource Specialist III	\$142.00
Accounting Manager	\$216.00	Natural Resource Specialist II	\$126.00
Project Accountant	\$148.00	Natural Resource Specialist I	\$116.00
Administrative Manager	\$148.00	UAV Pilot	\$160.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.



HOURLY RATE SHEET & EXPENSES

AS OF 01/01/2023

(Rates subject to change without notice)

LABOR

PRINCIPAL LANDSCAPE ARCHITECT	\$175.00/HR
SENIOR LANDSCAPE ARCHITECT	\$150.00/HR
LANDSCAPE DESIGNER	\$115.00/HR
GRAPHIC DESIGNER	\$95.00/HR
ADMINISTRATIVE	\$85.00/HR

COPIES AND PRINTS

	<u>8 1/2 x 11</u>	<u>11 x 17</u>	<u>LARGE FORMAT</u>
BLACK & WHITE COPIES/PRINTS	\$ 0.15	\$ 0.30	COST + 10%
COLOR PRINTS	\$ 0.50	\$ 1.00	COST + 10%

EXPENSES

VEHICLE MILEAGE CURRENT IRS RATE

AUTO RENTAL, SHIPPING CHARGES, PHOTOGRAPHY, LODGING, AIRFARE, PER DIEM,
SUB-CONSULTANTS AND MISC. EXPENSES: COST PLUS 10%

EXHIBIT “D” TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

2024 Citizen Appointment

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Planning Commission	3 Years	Paul Anderson	Appointment	12/31/2026
Salary Commission	4 Years	Kristin Yoshimura	Appointment	12/31/2027
	4 Years	Lisa Briand	Appointment	12/31/2027
Parking Commission	4 Years	Kristin Yoshimura	Appointment	12/31/2027
		Kelsi Morris	Appointment	12/31/2027



Staff Report – Ordinance

February 20th, 2024 Council Regular Meeting

Ordinance No. 24-002 – Goodwin Road / 28th Street Annexation

Presenter: Robert Maul, Planning Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7254	rmaul@cityofcamas.us

BACKGROUND: The City of Camas received a petition from Monica Gruher, requesting annexation of 9 properties totaling approximately 40 acres into the City by the 60% petition annexation method (RCW 35A.14.120). Council held a public hearing and voted to approve the annexation on February 5th, 2024.

SUMMARY: The proposed ordinance will enact the annexation approved by Council on February 5th, 2024.

BENEFITS TO THE COMMUNITY: The proposed annexation would help implement the Camas 2035 Comprehensive Plan by bringing lands within the City's Urban Growth Area into Camas City Limits. The City would benefit from additional residential lands.

BUDGET IMPACT: The City will be responsible to provide services to the annexed area, however; additional property tax revenues would be anticipated if the properties are further developed. There are no capital facilities projects planned in the project boundaries, so public improvements in the annexed area would need to be built by the developer at their own cost.

RECOMMENDATION: Staff recommends Council adopt Ordinance 24-002.

ORDINANCE NO. 24-002

AN ORDINANCE annexing real property to the City of Camas.

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

Section I

The Council of the City of Camas finds that the following steps have been taken with respect to annexation of the hereinafter described unincorporated area to the City of Camas:

A. On July 31, 2023, a Notice of Intention to petition for annexation of the subject real property by the direct petition method provided for in Chapter 35A.14, Revised Code of Washington, was filed with the City of Camas.

B. The City Council of the City of Camas set September 18, 2023, as the time for a meeting with the annexation proponents to determine whether the City would accept, reject, or geographically modify the proposed annexation, whether it would require the simultaneous adoption of a proposed zoning regulation, and whether it would require the assumption of existing indebtedness.

C. On September 18, 2023, the City Council conducted a meeting at which it accepted the geographical boundaries of the annexation area as proposed, required the assumption of all existing indebtedness, and required the adoption of a proposed zoning regulation.

D. On November 7, 2023, the City received a petition for annexation signed by the owners of not less than sixty percent (60%) in value, according to the assessed valuation for general taxation of the property proposed to be annexed.

E. On February 5, 2024, the City Council conducted a public hearing to consider the annexation proposal.

Section II

Pursuant to the direct petition method provided for in Chapter 35A.14 Revised Code of Washington, the real property described in Exhibit “A”, attached hereto and by this reference incorporated herein, being a portion of Clark County not heretofore incorporated as a city or town, and further being within the urban growth area for the City of Camas, is hereby annexed to the City of Camas and made a part thereof.

Section III

All property within the area hereby annexed shall be assessed and taxed to pay for the outstanding general obligation indebtedness of the City of Camas existing as of the effective date of said annexation.

Section IV

The real property hereby annexed to the City of Camas is zoned as set forth in the attached Exhibit B. The City Community Development Director is hereby authorized and instructed to alter the district boundary lines of “The Map(s) of the Zoning Ordinance of the City of Camas,” established pursuant to Chapter 18.05 of the Camas Municipal Code, to include the property described in Section I hereof with such zoning classification.

Section V

The City Clerk is hereby directed to file with the Board of Clark County Councilors of Clark County, Washington, a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A.14.700 within thirty (30) days of the effective date of this annexation. The City Clerk is further directed to take all other steps and to inform all other agencies of said annexation as may be necessary

Ordinance No. 24-002

Page - 3

and proper.

Section VI

This ordinance shall take force and be in effect five (5) days from and after its publication according to law. The annexation of the aforescribed real property shall be effective as of the effective date of this ordinance, subject to such notices as may otherwise be required by law.

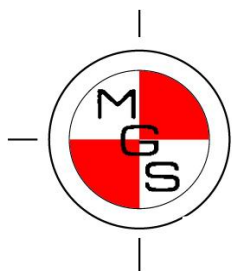
PASSED by the Council and APPROVED by the Mayor this _____ day of _____, 2024.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

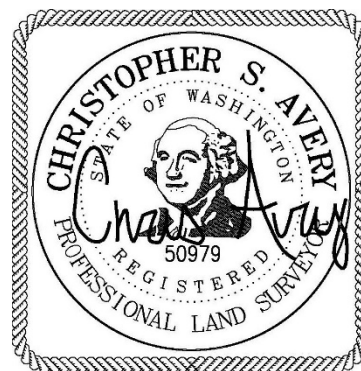
APPROVED as to form:

City Attorney



MINISTER-GLAESER SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX



Signed: 11/06/23

EXHIBIT "A"

GOODWIN 28TH ST ANNEXATION AREA DESCRIPTION:

An area of land located in a portion of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 21, Township 2 North, Range 3 East of the Willamette Meridian, and in a portion of the Thomas J. Fletcher Donation Land Claim, in Clark County, Washington, more particularly described as follows;

COMMENCING at the Center of said Section 21, according to Survey Book 69, Page 129, records of Clark County Surveyor (ROS 69-129);

Thence North $88^{\circ}42'39''$ West, along the North line of the Southwest quarter of said Section 21, for a distance of 492.64 feet, to the Northeast corner of the West half of the West half of the East half of the Northeast quarter of said Southwest quarter;

Thence South $01^{\circ}24'59''$ West, along the East line thereof, for a distance of 30.00 feet to the South right-of-way line of NE 28th Street and the **TRUE POINT OF BEGINNING**;

Thence South $01^{\circ}24'59''$ West, continuing along said East line, for a distance of 1289.34 feet, to the Southeast corner of said West half;

Thence North $88^{\circ}36'41''$ West, along the South line of the North half of said Southwest quarter of Section 21, for a distance of 1298.70 feet, to a point on the East line of the Thomas J. Fletcher Donation Land Claim (DLC);

Thence North $01^{\circ}13'48''$ East, along the East line of said DLC, for a distance of 272.07 feet;

Thence North $65^{\circ}33'34''$ West, along the West line of the Thad & Sally Freese tract according to Deed in Auditors File Number 5821320 and ROS 69-129, for a distance of 180.00 feet, to an angle point;

Thence North $32^{\circ}24'28''$ West, along the West line of said Freese Tract, for a distance of 385.14 feet, to the South right-of-way line of NE Godwin Road, according to Clark County Road Bin Project 365-A Sheet 3;

Thence the following courses and distances along the South right-of-way line of said NE Godwin Road which transitions to said NE 28th Street;

Thence North $43^{\circ}44'21''$ East, for a distance of 261.33 feet;

Thence along the arc of a tangent 925.00 foot radius curve to the right, the long chord of which bears North $56^{\circ}44'51''$ East, with a chord distance of 416.42 feet through a central angle of $26^{\circ}01'00''$, for an arc distance of 420.02 feet;

Thence North $69^{\circ}45'21''$ East, for a distance of 355.00 feet;

Thence along the arc of a tangent 925.00 foot radius curve to the right, the long chord of which bears North $80^{\circ}31'21''$ East, with a chord distance of 345.60 feet through a central angle of $21^{\circ}32'00''$, for an arc distance of 347.64 feet;

Thence South $88^{\circ}42'39''$ East, for a distance of 491.90 feet to the **TRUE POINT OF BEGINNING**.

CONTAINING: 40.43 acres of land.

BASIS OF BEARINGS: Survey Book 69, Page 129, records of Clark County Surveyor. Right-of-way determined from modeling Road Bin Project 365-A Sheet 3, and rotating the centerline of the road at the Center of Section 21, onto the North line of the Southwest quarter of Section 21 according to said ROS 69-129.



Goodwin Road / 28th Street Annexation

Item 13.



Legend

 Taxlots

Goodwin Road / 28th Street Zoning

R-7.5 Zoning

Camp
Cume
Park

1: 4,514



752.3 0 376.17 752.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere
Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

Notes:

Adoptive Zoning Map for Goodwin Road
Annexation
R-7.5



Staff Report

February 20, 2024 Council Meeting

Resolution No. 24-003 Providing for submission to the voters a proposition authorizing the City to continue the existing EMS Property Tax Levy for six years

Presenter: Cathy Huber Nickerson, Finance Director

Time Estimate: 10 minutes

Phone	Email
360.817.1537	chuber@cityofcamas.us

BACKGROUND: This resolution directs the County Auditor to call an election to renew the City of Camas Emergency Medical Services Levy for 6 more years with tax levy at a rate of \$0.46 per one thousand dollars of assessed value. The date of the special election shall be 23rd day of April 2024.

SUMMARY: Property taxes are the primary revenue source of funding for emergency medical services for the City of Camas. By law, the City residents consider a renewal of the EMS levy every 6 years. In this ballot measure, the voters consider the levy rate and the duration not to exceed 6 years. In 2019, the renewed levy was \$0.46 per thousand of assessed valuation of such property. The most the City could request from the voters would be \$0.50 per thousand as prescribed by law.

The EMS levy once established by the voters is complicated with different limitations with one limit which requires City Council's annual consideration is the Levy Increase Limit. In Washington State, property taxes increases are not based on the increasing value of properties but rather on the amount of property taxes that are assessed from the prior year. Each year's levy may be increased by no more than 1% or the Implicit Price Deflator (IPD) whichever is less. The IPD is the percentage change in the implicit price deflator for personal consumption as published by the Bureau of Economic Analysis by September 25th. The IPD for the 2023 property tax levy is 6.457%. Therefore, the lawful highest levy would be 1% increase.

The levy will increase or decrease each year with assessed valuation changes and will fluctuate. As the City grows and/or property values increase, the levy rate will decrease and if the property values decrease, the levy rate could increase but not more than \$0.46 per thousand.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The intent of the presentation is to provide information for a resolution to call an election to consider an EMS property tax levy renewal for 6 years.

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

How have communities been engaged? Are there opportunities to expand engagement? The election will provide the community an opportunity to weigh in on the renewal of the EMS property tax levy. The voter's pamphlet will describe the ballot decision along with a pro comment and possibly a con comment. Staff intends to provide additional factual information on the property tax levy and what it funds.

Who will benefit from, or be burdened by this agenda item? All property owners in the City of Camas will be impacted by this agenda item.

What are the strategies to mitigate any unintended consequences? If the Council does not approve the call to election, staff could bring it back to Council for a later election.

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. The Clark County Assessor's Office can provide exemptions for homeowners who are within certain age and income groups as well as homeowners who may be disabled.

Will this agenda item improve ADA accessibilities for people with disabilities? This levy helps fund services to help people with disabilities receive medical attention.

What potential hurdles exist in implementing this proposal (including 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? This item contributes to ensuring sufficient revenue to meet the City's desired level of service.

BUDGET IMPACT: The CWFD depends upon this funding from this levy to support an essential level of service for its EMS and transport program.

RECOMMENDATION: Staff recommends move to approve Resolution 24-003.

RESOLUTION NO. 24-003

A RESOLUTION providing for the submission to the voters of the City of Camas a proposition authorizing the City to continue the existing Emergency Medical Services Program with an EMS Regular Property Tax Levy at the rate of \$0.46 per one thousand dollars of assessed valuation for six years (2025 through 2030).

WHEREAS, for the last approximately forty years, Camas voters have authorized an EMS Regular Property Tax Levy for the purpose of funding an Emergency Medical Services Program, most recently at a rate of \$0.46 per one thousand dollars of assessed value for the years 2019 through 2024; and

WHEREAS, RCW 84.52.069(5) authorizes an EMS Regular Property Tax Levy to be "used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services"; and

WHEREAS, RCW 84.52.069(2) authorizes an EMS Regular Property Tax Levy of up to \$0.50 per one thousand dollars of assessed value, for duration of six years, ten years, or permanently; and

WHEREAS, the Council has determined that an EMS Regular Property Tax Levy at \$0.46 per one thousand dollars of assessed value for six years is necessary to provide a safe work environment for on-duty personnel, and to provide needed emergency medical response personnel on-scene for any medical emergency the City of Camas may have; and

WHEREAS, the prior six-year EMS Regular Property Tax Levy will expire on December 31, 2024; and

WHEREAS, to continue adequate funding for the Emergency Medical Services program, a six-year EMS Regular Property Tax Levy at \$0.46 per one thousand dollars of assessed value must be approved by Camas voters; and

WHEREAS, the Council has determined that this EMS Regular Property Tax Levy proposition should be considered by Camas voters at a special election held on the date of the 2024 special election on the 23rd day of April 2024.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Camas:

I

The City Council hereby declares the need to call an election by the County Auditor of Clark County, Ex-officio Supervisor for Elections for said County. The City of Camas hereby requests said Auditor to call and conduct a special election in the City of Camas in the manner provided for by the law for the purpose of submitting to the electors of the City of Camas for their approval or rejection, a question of whether regular property levies as authorized by RCW 84.52.069 should be made for all the taxable property within the City limits of the City of Camas at the rate of \$0.46 per one thousand dollars of assessed valuation for a period of six years, to be collected beginning in 2025. The date of the special election shall be the 23rd day of April 2024.

II

The ballot title of the aforesaid proposition shall be as follows:

Will the City of Camas, Washington be authorized to impose regular property tax levies of \$0.46 or less per \$1,000 of assessed valuation for each of six consecutive years beginning in 2025 to replace an expired Emergency Medical Services property tax levy as authorized by RCW 84.52.069?

YES

NO

III

The City Clerk is hereby authorized and directed to certify said proposition to the Supervisor of Elections for Clark County, Washington, forthwith as provided by law.

IV

The County Supervisor of Elections and/or the City Clerk is hereby authorized, directed, and empowered to cause notices of such election to be given for the time and in the manner and form required by the laws of the State of Washington and to take all steps necessary to bring about and carry out such election.

V

This resolution shall take effect after its passage.

ADOPTED by the Council of the City of Camas and approved by the Mayor this 20th day of February, 2024.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report – Public Hearing for Ordinance

February 20, 2024 Council Regular Meeting

Public Hearing - Ordinance No. 24-003 Franchise Agreement with Comcast Cable Communications Management, LLC

Presenter: Steve Wall, Public Works Director

Time Estimate: 10 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

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

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

The approval process for the Franchise Agreement includes the need to hold a public hearing to receive public testimony regarding the agreement. Following the public hearing and at Council's direction, an Ordinance would be presented to City Council for consideration for adoption.

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

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

RECOMMENDATION: Staff recommends the City Council hold a public hearing, take public testimony, then direct staff to place the Ordinance on the March 4, 2024 Regular Meeting Agenda for adoption.

ORDINANCE NO. 24-003

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

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

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

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

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

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

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

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

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

Section I

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

Section II

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

DRAFT

Section III

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

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

SIGNED: _____

Mayor

ATTEST: _____

Clerk

APPROVED as to form:

City Attorney

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

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

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

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

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

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

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

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

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

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

DRAFT

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

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

1.1 Intentionally left blank.

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

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

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

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

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

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

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

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

1.10 Intentionally left blank.

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

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

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

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

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

1.15 Intentionally left blank.

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

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

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

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

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

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

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

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

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

1.16.9 Sales of capital assets or sales of surplus equipment;

1.16.10 Program launch fees;

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

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

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

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

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

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

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

1.22 Intentionally left blank.

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

1.24 Intentionally left blank.

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

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

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

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

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

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

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

1.32 *Transfer of the Franchise*:

1.32.1 Any transaction in which:

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

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

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

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

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

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

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

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

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

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

2.5 *No Waiver:*

2.5.1 The failure of LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act or any other applicable State or Federal law shall not be deemed to constitute a waiver of such right or a

waiver of compliance or performance by the LFA, nor to excuse Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

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

2.6 *Construction of Agreement:*

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

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

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

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

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

3. **PROVISION OF CABLE SERVICE**

3.1 *Service Area:*

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

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

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

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

3.3 *Cable Service to Public Buildings:* The parties acknowledge that as of the Effective Date of this Franchise Agreement, Franchisee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Franchise Area, as set forth in Attachment "A". In the event Franchisee elects, to the extent permitted by Applicable

Laws, to invoice the LFA for Complimentary Services, Franchisee agrees that it will do so only after providing LFA, and other entities receiving complimentary connections, with one hundred twenty (120) days' prior written notice.

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

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

4. SYSTEM OPERATION

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

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

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

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

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

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

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

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

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

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

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

4.8 *Restoration of Public Rights of Way.* If in connection with permits or approvals from the LFA, or in connection with the construction, operation, maintenance, or repair of the Cable System, the Franchisee disturbs, alters, or damages any Public Right of Way, the Franchisee agrees that it shall at its own cost and expense replace and restore any such Public Right of Way in accordance with any applicable permits or approvals by the LFA. Any such

restorations shall, at a minimum, follow the street surface restoration provisions of the Camas Design Standards Manual or permit issued for the work, provided that all users of the LFA's Public Rights of Way are subject to the same provisions, and the LFA provides Franchisee copies of any applicable updates of the Camas Design Standards Manual.

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

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

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

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

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

5. SYSTEM FACILITIES

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

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

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

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

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

6. TECHNOLOGICAL DEVELOPMENT REVIEW

Within sixty (60) days of the fifth anniversary of the effective date of this Franchise, the LFA may, but is not required to, conduct a limited review of the Franchise. The purpose of this public review shall be to ensure, with the benefit of full opportunity for public comment, that the Grantee continues to effectively serve the public in light of new developments in cable technology together with related developments in cable law and regulation, and

community needs and interests, with consideration of all financial, technological, and operational impacts that may affect the Grantee. Both the LFA and Grantee agree to make a full and good faith effort to participate in the review.

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

7. FRANCHISE FEES

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

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

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

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

7.4 Audit of Franchise Fee Payments:

7.4.1 LFA, or its designee, may conduct an audit in relation to payments made by Franchisee no more than once every three (3) years during the Term. The audit period shall not include the year in which the audit commenced. As a part of the audit process, LFA or LFA's designee may inspect Franchisee's books of accounts relative to LFA at any time during regular business hours and after thirty (30) calendar days prior written notice.

7.4.2 All records deemed by LFA or LFA's designee to be reasonably necessary for such audit shall be made available by Franchisee in a mutually agreeable format

and location. Franchisee agrees to give its full cooperation in any audit and shall provide responses to inquiries within thirty (30) calendar days of a written request. Franchisee may provide such responses within a reasonable time after the expiration of the response period above so long as Franchisee has made a good faith effort to procure any such tardy response.

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

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

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

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

7.6 *Total Payment Obligation:* In addition to the franchise fee, or as an alternative to all or any part of the Franchise Fee, the City may impose a utility tax, business and occupation tax or other tax on the Grantee's Gross Revenues and there shall be no offset against Franchise Fees subject to applicable law. In such event, the City agrees that Grantee's total annual payment obligation to the City shall not exceed nine percent (9%) of Grantee's Gross Revenues during the initial Ten (10) year Term of this Agreement. After the initial Term of this agreement, the City may change the Total Payment Obligation requirement to any amount statutorily authorized with 180 days notice to Franchisee.

8. CUSTOMER SERVICE

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

9. **REPORTS AND RECORDS**

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

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

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

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

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

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

extended.

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10. INSURANCE AND INDEMNIFICATION

10.1 Insurance:

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

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

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

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

10.1.1.4 Employers' Liability Insurance in the following amounts:

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

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

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

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

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

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

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

10.2 Indemnification:

10.2.1 Franchisee agrees to indemnify, save and hold harmless, and

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

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

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

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

11. TRANSFER OF FRANCHISE

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably withheld, delayed or conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or otherwise for transactions otherwise excluded under Section 1.32 above.

12. RENEWAL OF FRANCHISE

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

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

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

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

13. ENFORCEMENT AND TERMINATION OF FRANCHISE

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

13.1.1 Subject to the provisions below of written notice to Franchisee, a thirty (30) day right to cure period, the LFA may assess against Franchisee liquidated damages at a minimum of two-hundred fifty dollars (\$250.00) per day and a maximum of five hundred dollars (\$500) per day for any material breach of the Franchise, not to exceed a period of 120-days. In the case of breaches of requirements measured on a monthly, quarterly or longer period (such as customer service standards), Grantee's cure period shall be no less than one such period. Liquidated damages, once they have been paid, shall be the exclusive and sole remedy of the LFA

13.1.2 The LFA shall provide Franchisee a reasonable extension of the thirty (30) day right to cure period described in Section 13.4 of this Franchise if Franchisee, in the sole discretion of the LFA taking into account the materiality of the breach, has commenced work to cure

the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. MISCELLANEOUS PROVISIONS

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

conditioned.

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

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

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

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

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

Notices to Franchisee shall be mailed to: Comcast Cable

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

Notices to the LFA shall be mailed to:

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

14.6 *Entire Agreement:* This Franchise and the Attachments hereto constitute the

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

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

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

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

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

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

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

14.13 *Competitive Equity*

14.13.1 The Grantee acknowledges and agrees that the LFA reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Service Area; provided, the LFA agrees that, within ninety (90) days of the Grantee's request, it shall amend this Franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees; insurance; System build-out requirements; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial

burdens on each entity are materially equivalent. Video Programming services delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

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

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

**Comcast Cable Communications
Management, LLC**

City of Camas
a Washington Municipal Corporation

By: _____

Steven C. Hogan, Mayor

Printed Name: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENTS

Attachment A: Cable Service to Public Buildings

Attachment B: Customer Service Standards

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Attachment A

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

CAMAS CITY HALL
 CAMAS ANNEX BUILDING
 CAMAS FIRE DEPT 42
 CAMAS FIRE DEPT 41
 CAMAS LIBRARY
 CAMAS POLICE DEPARTMENT
 CAMAS OPERATIONS CENTER
 CAMAS LACAMAS LAKE LODGE

616 NE 4TH AVE
 528 NE 4TH AVE
 4321 NW PARKER ST
 323 NE FRANKLIN ST
 625 NE 4TH AVE
 2100 NE 3RD AVE
 1620 SE 8TH AVE
 227 NE LAKE ROAD

PRUNE HILL ELEMENTARY (CAMAS SD)
 DOROTHY FOX ELEMENTARY (CAMAS SD)
 JD ZELLERBACH ADMIN (CAMAS SD)
 LIFE SKILLS CENTER (CAMAS SD)
 LACAMAS LAKE ELEMENTARY (CAMAS SD)
 HELEN BALLER ELEMENTARY (CAMAS SD)
 HAYES FREEDOM HIGH SCHOOL (CAMAS SD)
 CAMAS HIGH SCHOOL (CAMAS SD)
 GRASS VALLEY ELEMENTARY (CAMAS SD)
 WOODBURN ELEMENTARY (CAMAS SD)
 SKYRIDGE MIDDLE SCHOOL (CAMAS SD)
 ODYSSEY MIDDLE SCHOOL (CAMAS SD)
 LIBERTY MIDDLE SCHOOL (CAMAS SD)
 DISCOVERY HIGH SCHOOL (CAMAS SD)

1601 NW TIDLAND ST
 2623 NW SIERRA ST
 841 NE 22ND AVE
 612 NE 2ND AVE
 4600 NE GARFIELD ST
 1950 NE GARFIELD ST
 1612 NE GARFIELD ST
 26900 SE 15TH ST
 3000 NW GRASS VALLEY DR
 2400 NE WOODBURN DR
 5220 NW PARKER ST
 5001 NW NAN HENRIKSEN WAY
 1612 NE GARFIELD ST
 5125 NW NAN HENRIKSEN WAY

Attachment B

CUSTOMER SERVICE STANDARDS

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

SECTION 1: DEFINITIONS

- A. Respond: Franchisee's investigation of a Service Interruption by receiving a Subscriber call and opening a trouble ticket, if required.
- B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.
- C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.
- D. Standard Installation: Installations where the subscriber is within one hundred twenty five (125) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

- A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Franchise Area and/or residents regarding Cable Service. Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must be available to receive reports of Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty-five (45) hours per week. Franchisee representatives shall identify themselves by name when answering this number.
- B. Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first-tier menu of English options. After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

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

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

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

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

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

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

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

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

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

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

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

B. The Franchisee shall exercise commercially reasonable efforts to limit any

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

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

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

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

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

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

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

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

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

H. Under Normal Operating Conditions, if a Significant Outage affects all Video

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

SECTION 5: CUSTOMER COMPLAINTS

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

SECTION 6: BILLING

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

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

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

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

- (1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

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

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

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

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

SECTION 7: DEPOSITS, REFUNDS AND CREDITS

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

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

C. Under Normal Operating Conditions, refund checks or credits will be issued

within the next available billing cycle following the resolution of the event giving rise to the refund or credit, (e.g. equipment return and final bill payment).

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

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

SECTION 8: RATES, FEES AND CHARGES

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

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

SECTION 9: DISCONNECTION /DENIAL OF SERVICE

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

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

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

SECTION 10: COMMUNICATIONS WITH SUBSCRIBERS

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

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

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

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

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

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

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

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

information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

- (4) Channel positions of Cable Services offered on the Cable System;
- (5) Complaint procedures, including the name, address and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;
- (6) Procedures for requesting Cable Service credit;
- (7) The availability of a parental control device;
- (8) Franchisee practices and procedures for protecting against invasion of privacy; and
- (9) The address and telephone number of the Franchisee's office to which complaints may be reported.

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

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

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

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