



**City Council Regular Meeting Agenda - AMENDED**  
**Monday, March 21, 2022, 7:00 PM**  
**Council Chambers 616 NE 4th Avenue**

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

**To Participate Remotely:**

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

Use Zoom app and Meeting ID – 918 5251 6301 or click <https://zoom.us/j/91852516301>

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

By phone: 877-853-5257, Meeting ID - 918 5251 6301

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

Go to [www.cityofcamas.us/meetings](http://www.cityofcamas.us/meetings) and click "Watch Livestream *(left on page)*

**For Public Comment:**

In Zoom app click Raise Hand icon or by phone, hit \*9 to "raise hand"

Or, email to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) (400 word limit); routes to Council

***If you have difficulty accessing the meeting, please call 360-817-7901 for assistance.***

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PUBLIC COMMENTS**

**CONSENT AGENDA**

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

1. [February 25, 2022 Camas City Council Special Meeting and March 7, 2022 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$26,415 MacKay Sposito, Recreation & Conservation Office Grant Applications Professional Service Agreement \(Submitted by Trang K. Lam\)](#)

4. [TCF Architecture Professional Services Agreement Amendment No. 2 \(Submitted by Steve Wall, Public Works Director\)](#)
5. [Key Code Media Inc. Council Chamber Equipment Upgrade Quote #220173 \(Submitted by Jennifer Gorsuch, Administrative Services Director\)](#)

#### **NON-AGENDA ITEMS**

6. Staff
7. Council

#### **MAYOR**

8. Mayor Announcements
9. Council Member Greg Anderson 25-Years of Service Recognition
10. ["No Smoking" Parks Signs – Recognition of Student Artist Winners](#)  
[Presenter: Steve Hogan, Mayor](#)

#### **MEETING ITEMS**

11. [2022-2024 Collective Bargaining Agreement between City of Camas and Camas Police Officers' Association](#)  
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)  
[Time Estimate: 5 minutes](#)

#### **PUBLIC COMMENTS**

#### **ADJOURNMENT**



**City Council Special Meeting Minutes - Draft  
Annual Planning Conference Day 3  
Friday, February 25, 2022, 9:00 AM  
REMOTE MEETING PARTICIPATION**

*NOTE: There are no associated attachments for the meeting items.*

**CALL TO ORDER**

Mayor Steve Hogan called the meeting to order at 9:00 a.m.

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, and Leslie Lewallen

Excused: Shannon Roberts

Staff: Bernie Bacon, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

**PLANNING CONFERENCE TOPICS**

1. Introduction and Review  
Presenter: Jeff Swanson, Interim City Administrator  
Time Estimate: 30 minutes

Swanson provided an overview of the current status of planning conference topics.

2. City Issues and Priorities Discussion  
Presenter: Jeff Swanson, Interim City Administrator  
Time Estimate: 135 minutes

Various staff provided status details about their department-specific items within the issues and priorities list.

The meeting recessed at 10:30 a.m.  
The meeting resumed at 10:41 a.m.

The meeting recessed at 12:07 p.m.  
The meeting resumed at 12:15 p.m.

3. Priority Setting and Session 4 Agenda  
Presenter: Jeff Swanson, Interim City Administrator  
Time Estimate: 75 minutes

The next session will be scheduled at a future date.

## **ADJOURNMENT**

The meeting adjourned at 1:03 p.m.



**City Council Workshop Minutes - Draft**  
**Monday, March 07, 2022, 4:30 PM**  
**REMOTE MEETING PARTICIPATION**

*NOTE: Please see the published agenda packet for all item attachments.*

**CALL TO ORDER**

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

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney (joined at 4:32 p.m.), Tim Hein, Leslie Lewallen and Shannon Roberts

Staff: Bernie Bacon, Debra Brooks, James Carothers, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Rebel Martin, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

John Ley, Camas, commented about the City of Camas Parks, Recreation and Open Space (PROS) Plan.

Additional public comments received via [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) were distributed to all Council Members.

**WORKSHOP TOPICS**

1. Recognition of 25-Year Anniversary for Rebel Martin, Library Associate  
 Presenter: Connie Urquhart, Library Director

Urquhart recognized Martin for his 25 years of service highlighting several of his contributions.

2. Public Works Operations Center Analysis Presentation  
 Presenter: Steve Wall, Public Works Director

Wall reviewed the Public Works Operations Center presentation. Discussion ensued.

3. City of Camas 2023-2024 Budget Preparation – Data Program Relaunch  
 Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

Brooks reviewed the Data Program Relaunch presentation. Discussion ensued.

4. American Rescue Plan Act (ARPA) Status Presentation  
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson reviewed the ARPA presentation. Discussion ensued.

5. Camas Ward Boundary Updates  
Presenters: Jeff Swanson, Interim City Administrator and Shawn MacPherson, City Attorney

Swanson reviewed the current ward boundaries and update requirements.

6. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator

Maul commented about the North Shore open house and public outreach.

Wall commented about the Lake Management Plan. Discussion ensued.

Lam commented about a change to the City of Camas PROS Plan agenda item on the March 7, 2022 Regular Meeting.

## **COUNCIL COMMENTS AND REPORTS**

Boerke attended a Camas School District (CSD) equity forum and the City/Schools meeting.

Roberts attended a Veterans of Foreign Wars (VFW) meeting, a Parks and Recreation Commission meeting, a Camas-Washougal Rotary meeting, a Growing SW Washington seminar and met with a citizen.

Anderson attended a Joint Policy Advisory Committee (JPAC) meeting and will attend meetings for the C-TRAN Board and the Finance Committee.

Chaney commented about the Russia-Ukraine war.

Hein attended the Parks and Recreation Commission, the Downtown Camas Association (DCA) Orientation, a Municipal Research and Services Center (MRSC) webinar, the Council Planning Conference Day 3, and several citizen meetings.

Carter attended a JPAC meeting, the CSD equity forum, and the Council Planning Conference Day 3.

Lewallen attended a MRSC webinar, the Council Planning Conference Day 3, a women's empowerment seminar, a Regional Transportation Commission (RTC) meeting, the DCA Orientation, the Camas Brewing Company ribbon cutting, and a tour of Vancouver homeless areas.

Mayor Hogan attended the Camas Brewing Company ribbon cutting, the CSD equity forum, and the Clark County Mayor's meeting. Mayor announced a donation opportunity for assisting Ukrainian refugees through the Camas Sister City Organization and stated he will be visiting the Polish Sister Cities later this year.

## **PUBLIC COMMENTS**

John Ley, Camas, commented about the Lacamas Lake water quality.

**ADJOURNMENT**

The meeting adjourned at 6:34 p.m.



**City Council Regular Meeting Minutes - Draft**  
**Monday, March 07, 2022, 7:00 PM**  
**REMOTE MEETING PARTICIPATION**

*NOTE: Please see the published agenda packet for all item attachments*

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Staff: Bernie Bacon, James Carothers, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record (joined at 7:03 p.m.)

**PUBLIC COMMENTS**

Dave Lattanzi, Camas, commented about the City of Camas Parks, Recreation an Open Spaces (PROS) Plan.

Mayor Hogan announced a change to the agenda. The City of Camas Pros Plan meeting item will not include a resolution for Council's consideration.

Randy Curtis, Camas, commented about the City of Camas PROS Plan.

John Ley, Camas, commented about the Interstate Replacement Bridge agenda item.

**CONSENT AGENDA**

1. February 11, 2022 Camas City Council Special, and February 22, 2022 Workshop and Regular Meeting Minutes
2. \$633,377.03 Automated Clearing House and Claim Checks Numbered 150182 to 150313; \$2,540,881.41 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7932 to 7933 and Payroll Accounts Payable Checks Numbered 150174 through 150181
3. \$272,774.36 for 2015-2018 Emergency Medical Services (EMS) Final Write-off Billings (Submitted by Cathy Huber Nickerson, Finance Director)



**It was moved by Council Member Roberts, and seconded, to approve the Consent Agenda. The motion carried unanimously.**

#### **NON-AGENDA ITEMS**

4. Staff

There were no updates from staff.

5. Council

There were no updates from Council.

#### **MAYOR**

6. Mayor Announcements

Mayor Hogan announced a donation opportunity for assisting Ukrainian refugees through the Camas Sister City Organization.

7. Appointment of Interim Fire Chief

**It was moved by Council Member Roberts, and seconded, to confirm the Mayor's appointment of Cliff Free as the Interim Fire Chief. The motion carried unanimously.**

8. Red Cross Month Proclamation

Mayor Hogan Proclaimed March 2022 as Red Cross Month in the City of Camas.

#### **MEETING ITEMS**

9. Interstate Bridge Project Presentation

Presenters: Greg Johnson, Program Administrator and Shawn Donaghy, C-TRAN CEO

Johnson and Donaghy reviewed the Interstate Bridge presentation. Discussion ensued.

10. Approving the City of Camas Parks, Recreation and Open Space Plan (PROS Plan)  
Presenter: Trang K. Lam, Parks & Recreation Director

Lam reviewed the PROS Plan presentation. Discussion ensued.

**It was moved by Council Member Lewallen, and seconded, to approve the City of Camas 2022 Parks, Recreation, and Open Space (PROS) Plan as presented for the express, limited and sole purpose of allowing timely application for potential 2022 grant funding through the Washington State Recreation and Conservation Office and to comply with their requirements thereto, reserving all rights to add to, remove, or otherwise amend the 2022 PROS Plan as appropriate and prudent including but not limited to removing the Pool, community center, and sport complex and associated estimated cost thereof of \$73,000,000 as well as adopt through the public vote of Council, all capital**

facilities elements of the plan which shall be considered through a public hearing process as required by law and further to provide that approval of the 2022 PROS Plan as presented shall not be construed, interpreted or otherwise used as an approval of or supporting guidance for the stated “Current Costs” projections set forth in the 2022 Capital Project List of the 2022 PROS Plan. The motion carried unanimously.

11. Resolution No. 22-004 Regarding NE Sumner Street Parking  
Presenter: James Carothers, Engineering Manager

**It was moved by Council Member Carter, and seconded, that Resolution No. 22-004 be read by title only. The motion carried unanimously.**

**It was moved by Council Member Carter, and seconded, that Resolution No. 22-004 be adopted. The motion carried unanimously.**

## **PUBLIC COMMENTS**

John Ley, Camas, commented about the Interstate Bridge Replacement, the PROS Plan, and the Lacamas Lake water quality.

## **ADJOURNMENT**

The meeting adjourned at 9:04 p.m.



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

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

Project No. N/A

**2022 Recreation Conservation Office (RCO) Grant Application Assistance**

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 **2022 Recreation Conservation Office (RCO) Grant Application Assistance.**
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 **October 31, 2022**, 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 **\$26,415**, under this agreement as follows 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. Consultant billing rates are provided in **Exhibit "B"**.
  - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
  - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. 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 indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

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

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

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

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—  
Primary and Lower Tier Covered Transactions.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and

holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:  
 Trang Lam  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7037  
 EMAIL: [tlam@cityofcamas.us](mailto: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: 360-823-1331  
 EMAIL: [jrogers@mackaysposito.com](mailto: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 herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator’s decision shall be final and legally binding and judgment be entered thereon.

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

MACKAY SPOSITO:  
*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

March 10, 2022

Trang Lam  
Parks & Recreation Director  
City of Camas  
616 NE 4th Avenue  
Camas, WA 98607

Re: RCO Grant Support Services, City of Camas

Dear Trang,

Mackay and Sposito is pleased to submit the following fee proposal to the City of Camas (City) to provide Recreation Conservation Office (RCO) grant support services for the following grant applications:

- **Green Mountain Acquisition** - Land and Water Conservation Fund (LCWF)
- **Crown Park Development** - Washington Wildlife Recreation Program (WWRP) Local Parks
- **Lacamas Trailhead Development** - Washington Wildlife Recreation Program (WWRP) Trails

Each grant is split out separately in the following scope of work to allow the City to choose one or more grants to move forward with based on how many grant applications the City anticipates to submit.

The proposal includes our scope of work, Exhibit A, and our fees, Exhibit B. Each task has been broken out with identified assumptions and deliverables for your review and approval. If additional coordination is needed or extensive revisions are necessary after draft review with RCO, Mackay Sposito and the City might need to negotiate additional scope and fees.

We look forward to the opportunity to assist the City of Camas and please feel free to call me if you have any questions.

Sincerely,



Juanita Rogers, PLA  
Landscape Architecture Manager

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# Scope of Work

---

**(Exhibit "A")  
City of Camas  
RCO Grant Support Related Services**

**1.0 PROJECT MANAGEMENT**

**1.1 INVOICING**

Prepare and submit monthly invoices consistent with the work completed.

Invoicing shall be by Task as described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, amount of current billing, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.

**Assumptions:** The project completion date is anticipated in August 2022.

**Deliverables:** Monthly Invoices (6) total

**1.2 KICK-OFF MEETING**

Mackay Sposito will prepare for and participate in one kick-off meeting with City staff and design team consultants to discuss the proposed grant applications.

**Assumptions:** City will coordinate schedule with design team consultants

**Deliverables:** Draft and final agenda and meeting notes.

**2.0 RCO LWCF GRANT SUPPORT - GREEN MOUNTAIN ACQUISITION**

The City anticipates submitting a Land and Water Conservation Fund (LWCF) grant for Green Mountain property acquisition.

Key target dates for LWCF grant application schedule:

- Plan Due: March 1, 2022 (extension request has been expected by RCO)
- Application Due: May 3, 2022
- Technical Review: June 8-10, 2022 (varies slightly from WWRP grant)
- Technical Completing Deadline: July 19, 2022
- Project Evaluation Presentation: August 24-26, 2022 (varies slightly from WWRP grant)

Mackay Sposito will provide the following RCO grant support as listed in the following subtasks

## 2.1 GRANT APPLICATION

---

Mackay Sposito will coordinate with the City on project intent for the property and prepare the LWCF grant application. Responsibilities include project narratives and metrics to clearly identify the intended use of the property to ensure uses are eligible and compatible with RCO funding.

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, community support documentation, and 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
- Cost estimate for schematic concept site plan is not a required metric for acquisition and is excluded
- Narratives associated with presentation slides will be prepared under a separate task

### Deliverables:

- Draft and final application narratives and metrics

## 2.2 GRAPHIC DEVELOPMENT

---

Graphics are a large part of successful grant applications. Evaluators are looking for maps, site plans, aerial views, and ground shot imagery of the site. Mackay Sposito will provide the following graphic support for the LWCF grant application for the Green Mountain property acquisition.

- Development of location and vicinity maps, parcel map, and site photographs (ground and aerial)
- In collaboration with the City, Mackay Sposito will also develop a schematic concept site plan identifying opportunities for future development.

### Assumptions:

- City will conduct one round of review on each deliverable
- City to provide all background information available for map development.
- Alternatives for concept site plan development are not anticipated
- Concept Site Plan will be schematic in nature to provide flexibility in future
- Graphics will be provided in PDF and JPEG format

### Deliverables:

- Up to three (3) hours of coordination support with City staff
- Draft and final site location map
- Draft and final vicinity map
- Draft and final parcel map
- Site photographs (using ground and drone technology)
- Draft and final schematic concept site plan

## 2.3 POWERPOINT PRESENTATION

---

Mackay Sposito 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 RCO
- PowerPoint presentation will be provided in native and PDF format

**Deliverables:**

- Up to three (3) hours of coordination support
- Draft and final Technical PowerPoint presentation
- Draft and final Evaluation PowerPoint presentation

## 3.0 RCO WWRP GRANT SUPPORT - CROWN PARK DEVELOPMENT

The City is currently working with design consultant, Greenworks, for 30-percent design work on Crown Park Master Plan. Major features include an interactive splash pad water feature, ADA accessible pathways, inclusive playground, a sports court, improvements to the pavilion, and a new restroom building. The City anticipates submitting a Washington Wildlife Recreation Program (WWRP) grant for Crown Park development.

Key target dates for WWRP (Local Parks) grant application schedule:

- Plan Due: March 1, 2022 (extension request has been expected by RCO)
- Application Due: May 2, 2022
- Technical Review: June 6-10, 2022 (varies slightly from LWCF grant)
- Technical Completing Deadline: July 19, 2022
- Project Evaluation Presentation: August 22-26, 2022 (varies slightly from LWCF grant)

Mackay Sposito will provide the following RCO grant support as listed in the following subtasks:

### 3.1 GRANT APPLICATION

---

Mackay Sposito will coordinate with the city to gather information on the project scope and prepare the WWRP grant application. Responsibilities include project narratives and metrics which identify clearly the intended use of the property to ensure uses are eligible and compatible with RCO funding.

- The City's design team will be responsible to provide project metrics such as quantity take-offs and cost estimates.
- All legal documentation, cultural and environmental assessments, and other documentation required for compliance with grant application will be the responsibility of the City.
- Mackay Sposito will be responsible for the preparation of project narratives for the grant application

**Assumptions:**

- City will conduct one round of review on each deliverable
- City to provide all required legal documentation
- Project metrics, quantity takeoffs, and cost estimates will be provided by the City's design team
- City will coordinate and request all materials from design team
- Narratives associated with presentation slides will be prepared under a separate task

**Deliverables:**

- Draft and final application narrative

### 3.2 GRAPHIC DEVELOPMENT

---

Graphics are a large part of successful grant applications. Evaluators are looking for maps, site plans, aerial views, and ground shot imagery of the site. Mackay Sposito will be responsible for developing the following graphic support for the WWRP grant application for Crown Park development grant:

- Development of location and vicinity maps, a boundary map, area of potential impact (APE) map, and site photographs (ground and aerial)
- The City's design consultant will be responsible to provide all required graphics to support project intent and proposed site features including approved master plan, perspective renderings, phasing diagrams, building concepts, site furnishings, material types, play features, etc

**Assumptions:**

- City will coordinate and request all materials from design team
- City will conduct one review cycle for all deliverables
- Graphics will be provided in PDF and JPEG format

**Deliverables:**

- Up to three (3) hours of coordination support with City
- Draft and final Site Location and Vicinity Map
- Draft and final APE map and Boundary Map
- Site photographs (using ground and drone technology)

### 3.3 POWERPOINT PRESENTATION

---

Mackay Sposito will prepare the 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 or provided by the design team. Presentations will respond to evaluation criteria questions including, but limited to: project need, project scope, the 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 RCO
- PowerPoint presentation will be provided in native and PDF format

**Deliverables:**

- Up to three (3) hours of coordination support
- Draft and final Technical PowerPoint presentation
- Draft and final Evaluation PowerPoint presentation

## 4.0 RCO WWRP GRANT SUPPORT - LACAMAS TRAILHEAD DEVELOPMENT

The City is currently working with design consultant, Greenworks, for 90-percent design work for Lacamas Trailhead. Major features include signage, paved parking, and a restroom facility. The City anticipates submitting a Washington Wildlife and Recreation Program (WWRP) grant for the Lacamas Trailhead.

Key target dates for WWRP (Trails) grant application schedule:

- Plan Due: March 1, 2022 (extension request has been expected by RCO)
- Application Due: May 2, 2022
- Technical Review: June 6-8, 2022 (same as the LWCF grant application)
- Technical Completing Deadline: July 19, 2022
- Project Evaluation Presentation: August 22-24, 2022 (same as the LWCF grant application)

Mackay Sposito will provide the following RCO grant support as listed in the following subtasks:



#### 4.1 GRANT APPLICATION

---

Mackay Sposito will coordinate with the City and design team to gather information on the project scope and prepare the WWRP grant application. Responsibilities include project narratives and metrics which identify clearly the intended use of the property to ensure uses are eligible and compatible with RCO funding.

- The City's design team will be responsible to provide project metrics such as quantity take-offs and cost estimates.
- All legal documentation, cultural and environmental assessments, and other documentation required for compliance with grant application will be the responsibility of the City.
- Mackay Sposito will be responsible for the preparation of project narratives for the grant application

**Assumptions:**

- City will conduct one round of review on each deliverable
- City to provide all required legal documentation
- Project metrics, quantity takeoffs, and cost estimates will be provided by the City's design team
- City will coordinate and request all materials from design team
- Narratives associated with presentation slides will be prepared under a separate task

**Deliverables:**

- Draft and final narrative and grant application

#### 4.2 GRAPHIC DEVELOPMENT

---

Graphics are a large part of successful grant applications. Evaluators are looking for maps, site plans, aerial views, and ground shot imagery of the site. Mackay Sposito will be responsible for developing the following graphic support for the WWRP grant application for the Lacamas Trailhead development grant:

- Development of location and vicinity maps, a boundary map, area of potential impact (APE) map, and site photographs (ground and aerial)
- The City's design consultant will be responsible to provide all graphics supporting project intent and proposed site features including conceptual master plan, perspective renderings, restroom building concepts, etc.

**Assumptions:**

- City will coordinate and request all materials from design team
- City will conduct one review cycle for all deliverables
- City and design consultant to provide design graphics to support the grant application.
- Graphics will be provided in PDF and JPEG format

**Deliverables:**

- Up to three (3) hours of coordination support with City
- Draft and final site location and vicinity map
- Draft and final APE map and Boundary Map
- Site photographs (using ground and drone technology)

### 4.3 POWERPOINT PRESENTATION

---

Mackay Sposito will prepare the 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 or provided by the design team. Presentations will respond to evaluation criteria questions including, but limited to: project need, project scope, the 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 RCO
- PowerPoint presentation will be provided in native and PDF format

**Deliverables:**

- Up to three (3) hours of coordination support
- Draft and final Technical PowerPoint presentation
- Draft and final Evaluation PowerPoint presentation

**EXHIBIT "B"**  
**COSTS FOR SCOPE OF SERVICES**

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## Fees

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(Exhibit "B") Fees  
City of Camas  
Grant Support Related Services

**RCO Grant Services**

1.0	Project Management	\$1,666
2.0	RCO Grant Support - Green Mountain Acquisition	\$9,171
3.0	RCO Grant Support - Crown Park Development	\$7,789
4.0	RCO Grant Support - Lacamas Trailhead Development	\$7,789
<hr/>		
	<b>Total Costs</b>	<b>\$26,415</b>



Project Name: RCO Grant Support Services Project Manager: Juanita Rogers MSi Job No.: 22-125 Client Job No.: Date: 03/10/2022		MacKay Sposito, Inc.							
		ESTIMATED HOURS AND EXPENSES							
		Administrative Assistant	Landscape Manager	Project Manager Landscape	Technical Editor	UAV Pilot	GIS Mapping Specialist II	Landscape Designer II	Total
1.0 - Project Management	1.1 - Invoicing	6.00	3.00						\$1,032.00
	1.2 - Kick-off Meeting		2.00	2.00					\$634.00
	<b>1.0 - Project Management Subtotal</b>								<b>\$1,666.00</b>
2.0 - RCO LWCF Grant Support - Green Mountain	2.1 - Grant Application			8.00	1.00				\$1,294.00
	2.2 - Graphic Development		3.00	11.00		4.00	8.00	6.00	\$4,311.00
	2.3 - Powerpoint Presentation		4.00	18.00	2.00				\$3,566.00
	<b>2.0 - RCO LWCF Grant Support - Green Mountain Subtotal</b>								<b>\$9,171.00</b>
3.0 - RCO WWRP Grant Support - Crown Park Development	3.1 - Grant Application		1.00	8.00	1.00				\$1,466.00
	3.2 - Graphic Development		1.00	6.00		2.00	6.00	5.00	\$2,612.00
	3.3 - Powerpoint Presentation		4.00	19.00	2.00				\$3,711.00
	<b>3.0 - RCO WWRP Grant Support - Crown Park Development Subtotal</b>								<b>\$7,789.00</b>
4.0 - RCO Grant Support - Lacamas Trailhead	4.1 - Grant Application		1.00	8.00	1.00				\$1,466.00
	4.2 - Graphic Development		1.00	6.00		2.00	6.00	5.00	\$2,612.00
	4.3 - Powerpoint Presentation		4.00	19.00	2.00				\$3,711.00
	<b>4.0 - RCO Grant Support - Lacamas Trailhead Subtotal</b>								<b>\$7,789.00</b>

<b>TOTAL HOURS</b>	6.00	24.00	105.00	9.00	8.00	20.00	16.00	
<b>RATE</b>	86.00	172.00	145.00	134.00	130.00	135.00	100.00	
<b>TOTAL DOLLARS</b>	\$516.00	\$4,128.00	\$15,225.00	\$1,206.00	\$1,040.00	\$2,700.00	\$1,600.00	\$26,415.00

**EXHIBIT “C”  
TITLE VI ASSURANCES**

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

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

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

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

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

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

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



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

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

**Pertinent Non-Discrimination Authorities:**

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

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



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 2

616 NE 4th Avenue
Camas, WA 98607

Project No. G1023

2021 PUBLIC WORKS OPERATIONS FACILITY SITE
AND SPACE NEEDS ANALYSIS

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of

The \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and TCF ARCHITECTURE hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated September 21, 2021, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

- 1. Scope of Services. Consultant agrees to perform additional services as identified on Exhibit "A" (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
2. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. [X] Extended to December 31, 2022.
b. [ ] Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_

Unless an additional 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 the Original Agreement.

- 3. Payment. Based on the Scope of Services and assumptions noted in Exhibit "A", Consultant proposes to be compensated on a time and material basis per Exhibit "A.1" (Costs for Scope of Services) with a total estimated not to exceed fee of:

- a. Previous not to exceed fee: \$81,770
b. Amendment No. 2: \$112,265
c. Total: \$194,035
d. Consultant billing rates:
[X] Modification to Consultant Billing Rates per Exhibit "B" attached herein
[ ] Unchanged from Original Contract

4. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF CAMAS:

TCF ARCHITECTURE:  
*Authorized Representative*

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

February 14, 2022

**EXHIBIT A**

Mr. Steve Wall  
Public Works Director  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**RE: CITY OF CAMAS PUBLIC WORKS OPERATIONS FACILITY SITE & SPACE NEEDS ANALYSIS  
TCF Project No. 2021-013  
SCOPE & FEE PROPOSAL FOR PROFESSIONAL SERVICES – PART 2 - SITE ALTERNATIVES ASSESSMENT**

Dear Steve:

On behalf of TCF Architecture (hereafter “TCF”) and our design team, we want to thank you and the City of Camas (hereafter “City”) for the opportunity and privilege to provide you with professional planning and design services to complete the next step in Operations Facility Site & Space Needs Analysis Study, Part 2 Site Alternatives Assessment, (hereafter “the Work”). This letter provides descriptions of our proposed work tasks and deliverables.

Exhibit A.1, attached to this letter, provides the Master Fee Schedule for the Scope of Services, itemizing all fee budgets associated with each task for each team member. TCF will contract with various specialty consultants in the development of this planning work. All work will be performed on an hourly basis for this Study.

**CONSULTING TEAM MEMBERS**

The firms listed below will be under direct contract to TCF and will each have specific roles and responsibilities for the delivery of work scope under this proposal package. The term “Design Team” may be used occasionally in this document, referring to the full team.

- Civil Engineering: KPF
- Equipment / Operations: Facility Planning Services
- Cost Estimating: RC Cost Group
- Others: Not included under this Scope of Services

**SCOPE OF SERVICES**

The following Scope of Services defines TCF’s tasks, deliverables, and the basis for the hours and fee compensation amounts provided in Exhibit A.1.

**Task 1 – Project Administration**

**1.01**

**Project Administration**

TCF will provide contract management, consultant management & coordination, schedule development and management, and manage day to day communication (phone and e-mail), and other general correspondence. The City will identify a “Core Advisory Team” (AKA “Steering Committee”) that will periodically meet with TCF to review progress and provide on-going guidance and feedback.

Deliverables:

- Executed contract amendment with scope of services and associated fee budgets. (TCF will execute separate consultant agreements with each sub-consultant contracted under TCF.)
- Project Schedule (In Smartsheet)
- Correspondence and management of documents through Smartsheet.

## Task 2 – Site Alternatives Evaluation

TCF will explore and evaluate alternative sites throughout the City of Camas for the potential to accommodate the Operations facilities program needs as a consolidated facility, including consideration of different scenarios for phased development or potentially split facilities development on more than one site. The goal of the work is to provide the City with a comparative analysis offering optional approaches for the City’s decision-making process regarding the future of Operation facilities. The City will provide TCF with the site candidates to be studied and evaluated, as noted below.

### 2.01

#### Activities

#### Site

#### Alternatives

#### Evaluation:

#### Step 1:

#### Site

#### Identification and Criteria

The TCF Team will perform the following activities:

- Confirm with the City, evaluation categories and criteria to be used in the process of evaluating and comparing each site alternative. Anticipated categories include site location, site size and shape, access, grading/topography, zoning, environmental sensitivity, easements and encumbrances, major site development costs, site acquisition or assembly costs and considerations, tax-base considerations, neighborhood compatibility, and public relations/perception. Other potential categories and sub-categories will be discussed and confirmed.
- Prepare an evaluation and scoring matrix template (Excel-based) incorporating the identified categories, and confirm with the City, the specific criteria and the scoring and weighting factors to be used in evaluating the site candidates.

#### Information Needed from City

- Potential Site Candidates: The City will provide TCF with a list of sites to be evaluated. The list will include address and a graphic identification using satellite aerial views (such as GIS or Google Maps), noting the extent of property boundaries to be included for each site.

#### Deliverables:

- TCF will facilitate a video conference with the Core Advisory Team to review the site candidates, discuss a draft version of the evaluation matrix, and confirm the categories, evaluation criteria, and scoring and weighting factors to be used. This meeting will also offer an initial opportunity to discuss each site candidate for general criteria such as location, neighborhood compatibility, and access.

### 2.02

#### Site

#### Alternatives

#### Evaluation -

#### Step 2:

#### Research and

#### Documentation

TCF will prepare a draft version of the Evaluation Matrix to facilitate the process of reviewing the various Scenarios with the Core Advisory Team in Workshop 2. Depending on the number of site candidates and Scenarios at this stage, this step in the process may either: A) further refine multiple options to two or three primary Scenarios or B) already be refined from task 4.01 to two of three Scenarios and be ready for comparative cost analysis. (See Task 5 for cost estimating and comparative NPV cost analysis).

#### Deliverables:

- Based on the programmatic information developed under the Part 1 work, explore the site candidates for development potential including general layout for accommodation of the program, major site infrastructure considerations (grading, utilities, stormwater), site access considerations, and potential off-site development considerations.
- Preliminary site plan concepts showing possible alternative site usage layouts responding to the program criteria and City’s goals & objectives.
- Preliminary building layout concepts showing approaches for addressing program needs, integrated with the site layouts.
- Summary of Facility Scenario scope elements.
- Preliminary Evaluation Matrix Criteria for review with the Core Advisory Team in Workshop 2.

**2.03** Conduct a video-conference workshop with the Core Advisory Team to review the preliminary site development Scenarios and facilitate an evaluation review using the Scenario Evaluation Matrix. Workshop 2 should be attended by the Core Advisory Team and potentially others from the City as determined.

**Site Alternatives Evaluation: Step 3:**

Deliverables:

- Preparation for and conducting of the site candidates evaluation video-conference meeting
- Completed Scenario Evaluation Matrix with scoring and preliminary identification of Preferred Scenario.

**2.04** Based on the outcome of Workshop 2 noted under Task 2.03, TCF will further research and refine the preferred Scenario such as additional conceptual site and building layouts. If it is determined that environmental or geotechnical data is required to better understand potential development challenges and costs, TCF will inform the City and a determination will be made as to how such additional services may be procured. (Note: TCF prefers that the City procure such services separately but can bring them on under TCF as necessary).

**Site Alternatives Evaluation: Step 4:**

Deliverables:

- Updated conceptual site and building plan drawings further illustrating the preferred Scenario development for use in more detailed cost estimating. (See Task 5.02).
- Determination of additional services for environmental and geotechnical engineering services and the method of procurement.

**Task 3 – Economics**

As part of the work described under Task 2.02, the TCF Team will develop budgetary cost estimates for the various site Alternatives under each Scenario as part of the larger effort to analyze and compare long-term financial models using a 50-year Net-Present-Value modeling process.

**3.01** TCF’s civil consultant (KPF) and Cost Estimator (RCCG) will prepare budgetary cost estimates for the short-listed sites identified under Task 4.02 for the purpose of comparative analysis between site alternatives. This cost information will be part of the Scenario Evaluation scoring in Workshop 2.

**Preliminary Site Cost Estimating**

Work under this task will also include preliminary estimating for expansion and renovation of the existing Operations Facility and unique costs that may be associated with building development of any of the short-listed sites for use in comparative analysis between Scenarios under Task 4.03.

Deliverables:

- Order of Magnitude cost estimating for major site development at each of the short-listed sites and unique building costs not common to each site for comparative purposes.
- Preliminary budget estimating for redevelopment and expansion of the existing Operations Facility.

**3.02** Once a preferred Conceptual Alternative and overall development Scenario is identified through the comparative analysis process, it will become the preferred Draft Master Plan approach. TCF will prepare a more detailed Predesign Level cost estimate for the Draft Master Plan organized to reflect site costs (demolition, grading, storm water management, utilities, surfacing, landscaping, etc), buildings, furnishings-fixtures & equipment, (FF&E), soft costs,

**Preferred Alternative/Draft Master Plan Cost Estimating**

contingencies, and escalation and multiple year phasing.

Deliverables

- For each Conceptual Alternative, provide budgetary cost estimates in sufficient detail to identify anticipated “hard” construction costs, soft costs (sales tax, professional services, permitting, general administration, construction administration, etc.), FF&E, contingencies, and escalation factors tied to multiple year phasing models.
- Conceptual phasing analysis exploring the potential for full build-out conducted over multiple years.

**Task 4 – Report of Findings**

TCF will prepare a Report of Findings, organizing and summarizing the comparative information, conclusions, and recommendations resulting from the work tasks. A draft report will be produced for City review and comment, followed by a final report incorporating City review comments.

**4.01** TCF will prepare a draft report summarizing all information noted under Tasks 1-3 above into a complete package. The deliverable will be organized in a tabbed .PDF electronic format. TCF will present the draft document to the Core Advisory Team and solicit feedback and comment.  
**Draft Report**

Deliverables:

- Draft Report

**4.02** TCF will incorporate the City’s review comments regarding the Draft Report and prepare a final version of the document for publishing and distribution.  
**Final Report Document**

Deliverables:

- Final Report

**4.03** TCF will develop a Power Point presentation summarizing and illustrating all planning and analysis information for use in presenting to the City Council.  
**Power Point Presentation(s)**

Deliverables:

- Power Point and presentation assistance to the City Council

**Contract Amendment**

If the above scope of services and associated fee budgets identified in Exhibit A.1 are acceptable, please execute an amendment to the Professional Services Agreement.

Sincerely,



Randy Cook, AIA, LEED AP  
Principal-in-Charge

Attachments:

- Exhibit A.1: Master Fee Schedule
- Exhibit B: TCF 2022 Schedule of Rates and Charges
- Exhibit C: KPFF Scope of Services and Fee Proposal

**CITY OF CAMAS**  
**Public Works Operations Facility Site and Space Needs Analysis**

EXHIBIT "A" Item 4.  
**MASTER FEE SCHEDULE**  
**PART 2 WORKSCOPE**

TASK NO.	PROJECT TASKS	TCF Architecture Architecture / Planning Project Management							Other Team Members (Contracted under TCF) (See Separate Proposals)						TOTALS	
		Mg. Principal (Randy)	Principal	Designer/ Arch 5 (Amy G)	Designer/ Arch 3 (Coreen)	Designer/ Arch 2 (TBD)	Project Coord. (Teta)	Admin Support (TBD)	KPFF (Civil)	FPS (Equip/Ops)		RCCG (Cost Est)	BCE (MEP)	AHBL (Structural)		
<b>TASK 1 - PROJECT ADMINISTRATION</b>																
1.01	<b>Project Administration:</b>	20					6									
	ESTIMATED HOURS OR FEES	20	0	0	0	0	6	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
	HOURLY RATE	\$295.00	\$245.00	\$145.00	\$125.00	\$115.00	\$115.00	\$95.00	See Consultant Letters							
	ESTIMATED FEES	\$5,900	\$0	\$0	\$0	\$0	\$690	\$0							\$0	
	<b>SUBTOTAL</b>				<b>\$6,590</b>				<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$6,590</b>
<b>TASK 2 - SITE ALTERNATIVES EVALUATION</b>																
2.01	<b>Site Identification Criteria</b>	8			12											
2.02	<b>Research &amp; Documentation</b>	20			60				\$26,000	\$2,000						
2.03	<b>Alternatives Review - Meeting</b>	8			12											
2.04	<b>Research &amp; Follow-up</b>	16			40											
	ESTIMATED HOURS OR FEES	52	0	0	124	0	0	0	\$26,000	\$2,000	\$0	\$0	\$0	\$0	\$0	
	HOURLY RATE	\$295.00	\$245.00	\$145.00	\$125.00	\$115.00	\$115.00	\$95.00	See Consultant Letters							
	ESTIMATED FEES	\$15,340	\$0	\$0	\$15,500	\$0	\$0	\$0							\$0	
	<b>SUBTOTAL</b>				<b>\$30,840</b>				<b>\$26,000</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$58,840</b>
<b>TASK 3 - ECONOMICS</b>																
3.01	<b>Preliminary Alternatives Estimating</b>	4			8				\$16,000	\$2,000		\$6,000				
3.02	<b>Preferred Alternative Estimating - Follow-up</b>	4			12											
	ESTIMATED HOURS OR FEES	8	0	0	20	0	0	0	\$16,000	\$2,000	\$0	\$6,000	\$0	\$0	\$0	
	HOURLY RATE	\$295.00	\$245.00	\$145.00	\$125.00	\$115.00	\$115.00	\$95.00	See Consultant Letters							
	ESTIMATED FEES	\$2,360	\$0	\$0	\$2,500	\$0	\$0	\$0							\$0	
	<b>SUBTOTAL</b>				<b>\$4,860</b>				<b>\$16,000</b>	<b>\$2,000</b>	<b>\$0</b>	<b>\$6,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,860</b>
<b>TASK 4 - REPORT OF FINDINGS</b>																
4.01	<b>Draft Report Preparation</b>	8			20											
4.02	<b>Final Report</b>	4			8				\$1,000							
4.03	<b>Power Point Prep and Presentation Assistance</b>	8			8											
	ESTIMATED HOURS OR FEES	20	0	0	36	0	0	0	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	
	HOURLY RATE	\$295.00	\$245.00	\$145.00	\$125.00	\$115.00	\$115.00	\$95.00	See Consultant Letters							
	ESTIMATED FEES	\$5,900	\$0	\$0	\$4,500	\$0	\$0	\$0							\$0	
	<b>SUBTOTAL</b>				<b>\$10,400</b>				<b>\$1,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$11,400</b>
	<b>SUBTOTAL PER TEAM MEMBER - ALL TASKS</b>				<b>\$52,690</b>				<b>\$43,000</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$6,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$105,690</b>
	<b>REIMBURSABLE EXPENSE BUDGETS</b>				<b>\$1,000</b>				<b>\$250</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,250</b>
	<b>SUB CONSULTANT SUBTOTALS</b>								<b>\$43,250</b>	<b>\$4,000</b>	<b>\$0</b>	<b>\$6,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$53,250</b>
	<b>TCFA MARKUP ON CONSULTANT SERVICES (10%)</b>				<b>N/A</b>				<b>\$4,325</b>	<b>\$400</b>	<b>\$0</b>	<b>\$600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,325</b>
	<b>TOTAL PER TEAM MEMBER - ALL TASKS (Incl. Mark-ups)</b>				<b>\$53,690</b>				<b>\$47,575</b>	<b>\$4,400</b>	<b>\$0</b>	<b>\$6,600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$112,265</b>
	<b>TOTAL ESTIMATED HOURLY FEE BUDGETS and REIMBURSABLE EXPENSES</b>															<b>\$112,265</b>



**2022 Hourly Rate and Reimbursable Expense Schedule**

Effective: January 1, 2022

<b>Description</b>	<b>Rates</b>
<b>TCF Personnel:</b>	
Principal-In-Charge / Managing Principal	\$295.00 / hour
Principal	\$245.00 / hour
Interior Design Director	\$205.00 / hour
Designer / Architect 9	\$185.00 / hour
Designer / Architect 8	\$175.00 / hour
Designer / Architect 7	\$165.00 / hour
Designer / Architect 6	\$155.00 / hour
Designer / Architect 5	\$145.00 / hour
Designer / Architect 4	\$135.00 / hour
Designer / Architect 3	\$125.00 / hour
Designer / Architect 2	\$115.00 / hour
Designer / Architect 1	\$110.00 / hour
Project Coordinator	\$115.00 / hour
Administrative Support	\$95.00 / hour
<b>Subconsultant Services:</b>	
Subconsultant Services Contracted Through TCF	Direct Cost plus 10%
<b>Reimbursable Expenses:</b>	
Mileage	Current Federal Rate
Other Expenses: (Meals, air travel, per diem, reproductions, shipping, postage, etc.)	Direct Cost plus 10%

**Notes:**

1. TCF Personnel Categories: Categories are based on experience and job responsibilities. Not all personnel are licensed architects.
2. Rate may be adjusted at the beginning of each calendar year. Rates will not be increased by more than 10% for any one category for a year for any project under contract.
3. Billing rates may, on occasion, be blended to approximately reflect specific personnel as well as specific tasks and services rendered.



## SCOPE OF SERVICES AND FEE

### **City of Camas – Public Works Operation Facility Site and Space Needs Analysis**

#### **A. TASK BREAKDOWN**

##### **Task 2: Site Alternatives Evaluation**

TCF will work with a real estate professional to generate a list of sites for evaluation. A simple matrix scoring tool will be developed to review the list of sites and narrow them down to 3-5 sites that warrant further investigation. Once the “short list” of sites is generated, KPFF’s role for this task will be to assist TCF in the evaluation of alternative sites where the Operations Facility can be centrally located on one site or a combination of two or more sites. This site evaluation will feed into the Evaluation Matrix which will be used to score the various site options as part of Workshop 2. As part of Workshop 2, a preferred scenario will be selected and we will do a deeper dive into the preferred scenario with respect to civil-related development needs. KPFF will:

- Evaluate up to five sites, 10- to 15-acres in size for potential development. *Includes site access considerations, utility availability, terrain, potential environmental considerations, required public improvements, and other feasibility factors.*
- Assist in preliminary test fits for each of the sites studied.
- Provide civil-related input into the Evaluation Matrix for consideration in Workshop 2.
- Attend Workshop 2, assume one (1) day.
- Further develop preferred scenarios to fine-tune site elements and costs.
- Attend design and coordination meetings.
- Coordinate our work with TCF and the other design team members.
- Assist in determining the need for additional studies at each site such as fire flow test, sewer system modeling, stormwater downstream analysis, geotechnical investigation, environmental investigation, traffic analysis, boundary, and topographic survey, etc.

##### **Task 3: Economics**

Our role for this work will be similar in nature to what was completed in Phase I of the project. We will support TCF in providing rough order of magnitude on civil-related development costs for the short list of sites identified in Task 4. Once a preferred site is selected, this will become the Draft Master Plan and we will further develop the cost estimate for this site with the detail provided in the analysis of the preferred alternative. KPFF will:

- Provide order of magnitude cost estimating for up to five (5) sites as described above.
- Work with TCF and RC Cost Group to refine cost estimates for the preferred site configuration.

##### **Task 4: Report of Findings**

Our involvement in this task is anticipated to include review and comment on the civil-related items of the draft report.

SCOPE OF SERVICES AND FEE

RE: City of Camas – Public Works Operation Facility Site and Space Needs Analysis

February 14, 2022

Page 2

**B. ASSUMPTIONS & CLARIFICATIONS**

- KPFF’s role in these tasks is in support of TCF and the RC Cost Group. KPFF will provide recommendations and cost estimating related to the civil portion of the work.
- Floodplain, wetland, or environmental work is not included in this proposal.

**C. OPTIONAL SERVICES**

Should any of these services be required for this project, a mutually agreed upon scope and fee will be negotiated at such time.

- Preparation of special studies (i.e., water system modeling, storm drain system modeling outside our scope of work, detailed downstream analysis, traffic impact analysis, etc.).
- Intensive research and testing to determine conditions of existing site utilities (i.e., potholing, smoke testing, dye testing, pressure testing, fire flow testing, videotaping, etc.).
- Assistance in determining System Development Charges (SDCs) and utility connection fees.

**D. PROPOSED FEES**

Our lump sum fee for this project is outlined below based on the attached Scope of Services and Project Limits. We will bill for our work monthly based on the percentage of our effort completed. Expenses will be billed as a part of our lump sum fee.

Site Improvements	
Task 2: Site Alternatives Evaluation	\$26,000
Task 3: Economics	16,000
Task 4: Report of Findings	1,000
<b>Total Lump Sum Fee Including Reimbursables</b>	<b>\$43,000</b>

Should additional services, including site visits, beyond those noted in the above Scope of Services become necessary, the scope and fee will be negotiated as part of an Additional Service Request (ASR).

2100471-pm

**Key Code Media, Inc. - Washington**

6632 S 191st Pl.  
Suite E102  
Kent, WA 98032  
206-870-0244  
www.keycodemedia.com

Item 5.



## Council Chamber Upgrade

Quote # 220173 Version 4

Prepared for:  
**City of Camas**

Prepared by:  
**Mark Siegel**

**Video System**

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
1	TCM4KUHDB	NEWTEK	TriCaster TC Mini 4K Bundle - includes TriCaster TC Mini 4K, TC Mini Control Surface, two Spark Plus 4K IO Converters and NewTek custom travel case	1	\$10,995.00	\$10,995.00
2	NPSubA	NEWTEK	NewTek Premium Access Subscription 1 Year	1	\$2,299.00	\$2,299.00
3	RemoteTrng	NEWTEK	Newtek Remote Training, per day  One-day (8 hours) operator training for NewTek products that are installed at the facility. Training to be completed by a NewTek Authorized Trainer according to a predetermined training plan. Maximum of 3 trainees. End User information (including email address) and tentative dates required.	1	\$1,995.00	\$1,995.00
4	PTUTCMASDI	NEWTEK	ProTek Ultra for TriCaster Mini Advanced HD-4 sdi	1	\$1,065.88	\$1,065.88
5	KY-PZ200NWU	Victor Company of Japan, Limited	JVC KY-PZ200N 2.1 Megapixel Full HD Network Camera - Color - 1 Pack - H.265, H.264, MJPEG - 1920 x 1080 - 4.42 mm- 88.50 mm Zoom Lens - 20x Optical - CMOS - HDMI	4	\$1,849.00	\$7,396.00
6	RM-LP100U	Victor Company of Japan, Limited	JVC Remote Camera Controller - Zoom, Pan, Tilt, Focus Control - 7" Touchscreen Display  up to 100 cameras â€¢ Tally input (d-sub) â€¢ Connect via LAN/WAN. No serial control possible.	1	\$1,995.00	\$1,995.00
7	VA2719-2K-SMHD	Viewsonic Corporation	Viewsonic 27" WQHD WLED LCD Monitor - 16:9 - Black - 27" Class - In-plane Switching (IPS) Technology - 2560 x 1440 - 1.07 Billion Colors - 300 Nit - 5 ms - HDMI - DisplayPort - Speaker	2	\$289.00	\$578.00
8	87-80000290	KRAMER	VIA-CAMPUS2-PLUS  Wireless Presentation and Collaboration Device	1	\$2,346.89	\$2,346.89
9	VIA-PAD	KRAMER	Kramer Electronics VIA Step-in Touch Pad	2	\$160.00	\$320.00
10	PX-1X4		1x4 HDMI Extender Splitter 4 Port 196Ft/60m Over CAT5e/CAT6/CAT7 with 1080P 3D Dual IREDID One Power Supply(1 in 4 Out)	1	\$268.75	\$268.75
11	86UP8770PUA	LG	86" Class UP8770 Series LED 4K UHD Smart webOS TV	2	\$1,998.82	\$3,997.64
12	INT-MAT		Integration Materials	1	\$1,900.00	\$1,900.00

**Subtotal: \$35,157.16**

**Audio**

No.	Part #	Manufacturer	Description	Qty	Price	Ext. Price
DICENTIS Wireless						
13	DCNM-WD	BOSCH	Bosch Wireless Discussion Device - 1	10	\$769.00	\$7,690.00
14	DCNM-WDE	Bosch	Bosch Wireless Discussion with Touchscreen - 1	2	\$1,027.00	\$2,054.00
15	DCNM-WAP	BOSCH	Bosch DICENTIS IEEE 802.11n Wireless Access Point - 5 GHz, 2.40 GHz - 1 x Network (RJ-45) - Ethernet, Fast Ethernet, Gigabit Ethernet - Ceiling Mountable, Wall Mountable - 1 Pack	1	\$2,704.00	\$2,704.00
16	DCNM-MICS	BOSCH	Bosch Wireless Microphone - Traffic Black - 125 Hz to 15 kHz - Uni-directional	12	\$137.00	\$1,644.00
17	DCNM-WLIION	BOSCH	Bosch Battery Pack For DCNM-WD - For Conferencing System - Battery Rechargeable - 12800 mAh - 7.5 V DC - 1	13	\$271.00	\$3,523.00
18	DCNM-WCH05	BOSCH	Bosch Charger for 5x Battery Packs - 1 - 120 V AC, 230 V AC Input - 5	3	\$898.00	\$2,694.00
19	508270	Sennheiser	Wireless dual vocal set. Includes (2) SKM 835-XSW handheld transmitters with mute switch and e 835 capsules (cardioid, dynamic), (1) EM-XSW 1 DUAL stationary receiver with internal antennas, (2) MZQ 1 microphone clips, (1) NT 12-5 CW power supply and (2)	1	\$583.75	\$583.75
20	80-0115	SYMETRIX	Symetrix Prism 8x8 8 in, 8 out DSP, 64x64 Dante	1	\$2,198.75	\$2,198.75
21	SL CEILING MIC 2	SENNHEISER	Sennheiser TeamConnect SL Ceiling 2 Microphone Array	1	\$3,509.33	\$3,509.33
22	ADP-USB-AU-2X2	AUDINATE	Audinate USB to Dante Dongle	1	\$129.41	\$129.41

**Subtotal: \$26,730.24**

**Clear Touch**

No.	Part #	Description	Qty	Price	Ext. Price
23	CTI-6075K+UH20	75" 6000K+ Series Interactive Panel with USB HID / AGG / 20 Points of Touch - Ultra HD. Includes wall mount and Android wireless module	1	\$3,374.38	\$3,374.38
24	CTI-EXWTY-6075-2Y	Extended Limited Warranty for 6000 Series 75" Interac?ve Panels; Total of 5 Years	1	\$299.25	\$299.25
25	CTI-PCMODPC55-STW	PC Module - Intel i5 Six Core / 8GB DDR4 / 256GB SSD / Ultra HD (with Microso	1	\$1,217.81	\$1,217.81



**Council Chamber Upgrade  
Prepared for: City of Camas**

**Clear Touch**

No.	Part #	Description	Qty	Price	Ext. Price
26	CTI-STAND-FIXM-V3	Clear Touch Fixed Mobile Stand, C-Shaped Open Base with Manual Adjustment	1	\$529.00	\$529.00
27	CTS-WC110-UHHD	Web Camera - High Definition / Auto Focus / USB 2.0	1	\$148.99	\$148.99
28	Freight		1	\$570.00	\$570.00

**Subtotal:** **\$6,139.43**

**Professional Services**

No.	Part #	Description	Qty	Price	Ext. Price
29	SYSTEMINTEGRATION	System Integration	1	\$11,100.00	\$11,100.00

**Subtotal:** **\$11,100.00**

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## Key Code Total Care

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### 30 Day Key Code Total Care Bronze

Thank you for choosing Key Code Media, this quote is covered under a 30-day remote support plan. The equipment is covered under manufacturing warranty and the labor is covered by Key Code Support.

Key Code support hosts its own secure remote access support system. This system is much like a TeamViewer remote access, with the exception that it's hosted by Key Code Media and sits behind our firewall. As part of Change Me and Key Code Media support agreement, we can install this lightweight utility on all purchased computers at the discretion of facility staff. This will allow a support engineer to log in and see what the operator is seeing in real time.

### Service Expectations

This support proposal includes the following Service Level agreements:

1. Provide normal business hours support
  - a. Access to M-F 9am EST - 6pm PST support line
  - b. Includes emergency and non-emergency call for:
    - i. Software Issues and Version Upgrades
    - ii. Hardware support for purchased equipment
    - iii. Remote support
  - c. Major Holidays are not included in coverage
    - i. Christmas Day
    - ii. July 4<sup>th</sup>
    - iii. Thanksgiving +1
    - iv. New Year's Day
    - v. Memorial Day
    - vi. Labor Day
2. Contract Includes Costs for Mileage Associated with support visits
  - a. Does not include for Airfare, Hotel, Rental Car, or Per-Diem
  - b. Does not include Travel Costs associated with other quotes
  - c. All Non-Covered T&E will be invoiced at actual cost

### Warranty Terms

The warranty begins upon completion of install and lasts for 30 days.

#### Support Contract Information

Service Hotline: 818-303-3980

Email Support: [Support@keycodemedia.com](mailto:Support@keycodemedia.com) (Email is monitored from 9a – 6p)

#### Call Back Response Time

9am – 6pm response time 5 – 30 minutes

#### Keycode Total Care - Bronze





**Council Chamber Upgrade  
Prepared for: City of Camas**

**Sales Quotation**

Quote # Item 5. 4  
Mar 8, 2022

## Council Chamber Upgrade



**Prepared by:**

**Key Code Media, Inc. - Washington**

Mark Siegel  
206-890-2598  
msiegel@keycodemedia.com

**Bill To:**

**City of Camas**

616 NE 4th Avenue  
Camas, WA 98607  
Tony Collver  
360-216-5016  
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**Ship To:**

**City of Camas**

616 NE 4th Avenue  
Camas, WA 98607  
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**Quote Information:**

**Quote #: 220173**

Version: 4  
Delivery Date: 03/08/2022  
Expiration Date: 03/17/2022  
Terms: 50% Down, 50% COD


## Quote Summary

Description	Amount
Video System	\$35,157.16
Audio	\$26,730.24
Clear Touch	\$6,139.43
Professional Services	\$11,100.00
<b>Subtotal:</b>	<b>\$79,126.83</b>
<b>Shipping:</b>	<b>\$600.00</b>
<b>Estimated Tax:</b>	<b>\$5,833.29</b>
<b>Total:</b>	<b>\$85,560.12</b>

This Sales Quote ("SO") incorporates the Terms and Conditions found at <http://www.keycodemedia.com/terms/salesorder> ("T&C") and constitutes an offer or counter-offer, as applicable, by Key Code Media, Inc. or Burst Communications ("Seller"). This SO, including the T&C incorporated therein, shall become binding on the buyer listed herein ("Buyer") on the earliest of Buyer's: (i) acknowledgement hereof; or (ii) receipt of any goods and/or services ordered hereunder. No Buyer acknowledgement form, purchase order, or other document shall modify the SO or the T&C.

**Key Code Media, Inc. - Washington**

**City of Camas**

Signature:   
 Name: Mark Siegel  
 Title: VP Business Development  
 Date: 03/08/2022

Signature: \_\_\_\_\_  
 Name: Tony Collver  
 Date: \_\_\_\_\_



# “NO SMOKING” PARKS SIGNS 2022 ART WINNERS



**Emily Sue Gay**



**Mason Acda**



**Timmy Xiao**



**Emily Liu**

**AGREEMENT**

**by and between**

**CITY OF CAMAS**

**and**

**CAMAS POLICE OFFICERS' ASSOCIATION**

**January 1, 2022 – December 31, 2024**

**TABLE OF CONTENTS**

ARTICLE 1 RECOGNITION..... 1

ARTICLE 2 ASSOCIATION MEMBERSHIP ..... 1

ARTICLE 3 CHECK-OFF OF DUES ..... 2

ARTICLE 4 WORK SCHEDULE ..... 2

ARTICLE 5 OVERTIME..... 4

ARTICLE 6 HOLIDAYS ..... 7

ARTICLE 7 VACATIONS..... 8

ARTICLE 8 SICK LEAVE ..... 10

ARTICLE 9 BEREAVEMENT LEAVE ..... 13

ARTICLE 10 JURY DUTY ..... 13

ARTICLE 11 OTHER LEAVES..... 13

ARTICLE 12 SENIORITY ..... 15

ARTICLE 13 PROMOTIONS, DEMOTIONS AND TRANSFERS ..... 15

ARTICLE 14 LAYOFFS AND RECALL ..... 15

ARTICLE 15 HEALTH AND WELFARE ..... 15

ARTICLE 16 DISCIPLINARY PROCEDURES..... 17

ARTICLE 17 UNIFORMS, WEAPONS AND EQUIPMENT..... 19

ARTICLE 18 GREIVANCE PROCEDURE..... 20

ARTICLE 19 NON-REDUCTION OF WAGES AND WORKING  
CONDITIONS..... 23

ARTICLE 20 STRIKES AND LOCKOUTS..... 23

ARTICLE 21 ASSOCIATION REPRESENTATION ..... 23

ARTICLE 22 COMMUNICATION OF ASSOCIATION BUSINESS..... 24

ARTICLE 23 NON-DISCRIMINATION ..... 24

ARTICLE 24 WAGES, CLASSIFICATIONS AND PAY PLANS..... 24

ARTICLE 25 SEPARABILITY ..... 26

ARTICLE 26 MILEAGE ALLOWANCE ..... 27

ARTICLE 27 DEPARTMENT RULES AND REGULATIONS..... 27

ARTICLE 28 JOB DESCRIPTIONS AND RECLASSIFICATION ..... 27

ARTICLE 29 CONFLICT OF CONTRACT AND ORDINACE ..... 27

ARTICLE 30 MANAGEMENT RIGHTS ..... 27

ARTICLE 31 BILL OF RIGHTS..... 28

ARTICLE 32 LIABILITY INSURANCE ..... 30

ARTICLE 33 DRUG AND ALCOHOL POLICY AND PROCEDURES ..... 30

ARTICLE 34 SCHOOL RESOURCE OFFICER..... 30

ARTICLE 35 TERMINATION AND RENEWAL ..... 30

APPENDIX A ..... 32

APPENDIX B ..... 33

**AGREEMENT BETWEEN  
CITY OF CAMAS  
And  
CAMAS POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT is made and entered into this 17th day of November 2020, by and between the City of Camas, hereinafter referred to as the "Employer," and the Camas Police Officers Association, hereinafter referred to as the "Association."

**PREAMBLE**

WHEREAS, it is the purpose of this agreement to achieve and maintain a high level of performance in the operation of the Camas City government, together with promoting efficiency, productive initiative, and harmonious relations between the Employer and the Association, and to provide for the rights, wellbeing, and security of the parties involved, and

WHEREAS, the parties have agreed to certain terms and conditions of wages, hours, and conditions of employment for employees of the Employer as listed herein and wish to reduce the agreement to writing.

NOW, THEREFORE, BE IT MUTUALLY AGREED TO AS FOLLOWS:

**ARTICLE 1 - RECOGNITION**

The Employer agrees to recognize the Association as the sole collective bargaining agent for all regular full time, regular part time and provisional part time employees of the Police Department in the following classifications:

- Police Sergeant
- Corporal
- Police Officer

**ARTICLE 2 - ASSOCIATION MEMBERSHIP**

- 2.1 The Employer will furnish the Association on a current basis notice of all permanent and permanent part time employees as defined in Article 1 who have been hired, rehired, transferred, laid off or terminated.
- 2.2 Nothing in this article will interfere with the employee's rights under RCW 41.56.122 of the Public Employee's Collective Bargaining Act.
- 2.3 The Association agrees to indemnify and save the Employer harmless against any liability, which may arise by reason of any action taken by the Employer to comply with the provisions of this Article, including reimbursement for any

legal fees or expenses incurred in connection with such action. The Employer will promptly notify the Associate in writing of any claim, demand, suit or other form of liability asserted against it related to its implementation of this Article.

**ARTICLE 3 - CHECK-OFF OF DUES**

- 3.1 The Employer agrees to deduct Association dues from the wages of each employee that authorizes such in writing. The Employer agrees to forward such dues to the account of the Association monthly.
- 3.2 An employee may revoke said authorization for payroll deduction of payments to the Union by written notice to the Association and the Employer. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the Employer’s receipt of the employee’s written notice.

**ARTICLE 4 - WORK SCHEDULE**

- 4.1 The normal work day for Patrol Officers and Sergeants shall consist of the “5/4” work schedule: a work day shall consist of a ten and six-tenths (10.6) hour work day including time for lunch. The normal Assigned work week shall be five consecutive work days followed by four days of rest, five consecutive work days followed by four days of rest and five consecutive work days followed by five days of rest. The work week shall not exceed fifty-three (53) hours except as provided below.
- 4.2 The normal workday for Detectives will consist of the “4/10” work schedule: A work day shall consist of ten (10) consecutive hours including time for lunch. The Normal assigned work week shall be four (4) consecutive days of works followed by three consecutive days of rest, not to exceed forty (40) hours except as provided below.
- 4.3 The normal work day for the Administrative Sergeant will consist of eight (8) consecutive hours including time for lunch. The normal assigned work week shall be five (5) consecutive days, followed by two (2) days of rest, not to exceed forty (40) hours except as provided below, provided that the Administrative Sergeant may work the “4/10” work schedule as described in Section 4.2 above.
- 4.3 The parties may, upon mutual consent, meet and discuss alternative work shifts.
- 4.4 There shall be three patrol schedules in a calendar year in blocks of four months each:

- Schedule “1” is from January through April;
- Schedule “2” is from May through August;
- Schedule “3” is from September through December.

Prior to December 1st of each year, all patrol employees will bid first for squad / shift assignment for the succeeding year. These bids will be based on seniority, with the provisions that squad assignment will last for the entire year. Employees will be allowed to work the same shift assignment for three consecutive periods, subject to availability. Employees will then bid for vacation within each squad as defined by the current labor agreement.

Probationary employees will not be eligible for bidding, including those persons whose probation ends at any time during the succeeding year. Probationary employees will be scheduled by management and may be assigned and rotated to any shift schedule.

The Association recognizes that employee performance is of concern to management. As such, management retains the right to move an employee to a different squad and/or shift when it has reasonable cause to do so for training, supervision, and/or employee development. In such cases where another employee is displaced, this move will affect the least senior employee whenever possible.

The Association also recognizes that with current staffing levels it is necessary to move employees to different shifts to facilitate vacation coverage, training, and other time off. Under the 5/4 work schedule this movement will be confined within the same squad as the person taking the time off, and such moves shall be made so as to minimize the change in shift starting times.

Both parties acknowledge that a balance of experience on the respective squads can be critical to the Police Department’s overall efficiency. It is agreed that management, after reviewing the bids, has the right to make adjustments to the squad staffing, by reverse seniority, to achieve experiential balance.

The above applies except in the following cases, for which management retains full authority and rights for assignment:

- Special assignments (which currently includes, but is not limited to, detectives, SRO, crime prevention);
- Hardships to any officer;
- During times of emergency (as defined in section 30.6 of the current labor agreement).



If, at any time during the year, an employee is moved from a non-patrol assignment, then that person shall be assigned to the squad/shift vacated by the employee's replacement for the remainder of that year.

If it is necessary for management to adjust the shift staffing levels or fill long term vacancies, other than those created by regular time off or reassignment of an employee, management shall fill those vacancies as follows:

- Management shall ask for volunteers to fill the vacancies and award same based on seniority, except as noted above with regard to time limits for working the same shift and the status of probationary employees;
- If volunteers are not available, management shall make the changes it deems necessary to assure adequate coverage for all shifts. In making such changes, management shall affect the least senior employee(s) whenever possible.

Employees may be allowed to voluntarily exchange shift assignments up to one work week during any one scheduling period, as long as overtime is not incurred by the affected employees and subject to the approval of a supervisor. Employees may be allowed to exchange shift assignments for longer periods of time as determined by and subject to approval of the Chief of Police or designee.

4.5 Two (2) rest periods of fifteen (15) minutes each shall be allowed employees when conditions permit.

**ARTICLE 5 - OVERTIME**

5.1 Overtime shall be defined as all hours worked outside of an employee's regularly scheduled shift, with permission of the supervisor. There shall be no pyramiding of overtime. Overtime compensation can only be received when the employee is not in another form of paid status

As an example, while on vacation and called back into work an employee cannot be paid for both vacation + overtime. In this situation, the employee would receive overtime for all hours worked but would not charge/utilize vacation hours for the same time period. Also, while on paid Labor and Industries leave, an employee cannot put in for overtime for going to court.

5.2 The overtime rate of pay is one and one-half (1.5) times the regular rate of pay as defined by the Fair Labor Standards Act.

5.3 Employees called back to work on a scheduled work day or to appear in court shall be compensated at a minimum of two (2) hours at the overtime rate of pay for each call back, in addition to overtime pay for actual time/hours

worked.

“Call Back” shall mean that an employee is required to physically return to work outside their regular scheduled work hours and that the employee was unaware of the work assignment at the end of the employee’s previous shift.

Also for purposes of this section “outside of an employee’s regular work hours” means the employee’s scheduled days off, any paid leave which has been pre-approved and also means the time when an employee has left work on a regularly scheduled work day to the time the employee is due to return to work for the employee’s regularly scheduled shift.

- 5.4 Officers not notified of a cancellation of a scheduled court appearance within twelve (12) hours of the scheduled appearance shall receive three (3) hours of compensation at the overtime rate of pay. Officers are responsible for checking in with their supervisor on the case status no later than twenty-four (24) hours prior to the scheduled court date.
- 5.5 Employees who are required to standby shall receive compensatory time off at one-half (0.5) time.
- 5.6 Any employee may elect to accrue compensatory time off at the rate of time and one-half (1.5) in lieu of overtime payments up to a maximum accumulation of one hundred thirty (130) hours. Requests to utilize accrued compensatory time off of eight (8) hours or more shall be made to the Chief or his designee with three (3) days’ notice unless to do so would unduly disrupt the operations of the Department. Such requests shall be granted in accordance with the Fair Labor Standards Act.
- 5.7 Anytime an overtime slip is denied, the employee shall receive written notification of the denial.
- 5.8 An employee, with consent of the Employer in advance, may be allowed to “flex” their work day by leaving work prior to completion of the full normally scheduled work day and may return to work at a later time, on the same day, to complete their scheduled work shift. In limited situations, and with the approval of the Chief, Captain or designee, the employee may be allowed to complete their work shift on the following day. When this happens, no overtime compensation in any form will be paid to the employee. Provided, should the employee actually work more hours than they were regularly scheduled for, standard overtime rules would apply. Specifically, there is no “call back” penalty when an employee flexes their work shift. Flex time will only be allowed with advance approval and upon consent of the employee.
- 5.9 Sergeants Receiving Work Telephone Calls While Off Duty: A commissioned Sergeant who is called during non-working hours to perform official duties and

who is not required to report to a work site shall be compensated for thirty (30) minutes of pay at the applicable overtime rate for all calls lasting five (5) minutes or longer. Additional telephone calls occurring within the same thirty (30) minute time frame shall not require additional compensation.

If the call results in the Sergeant reporting to the work site, Article 5.3 will apply and the employee is not eligible for the thirty (30) minutes of compensation outlined in this section, assuming the phone call occurred within 30 minutes of physical response.

5.10 Officers Receiving Work Telephone Calls While Off Duty: Officers who are called via telephone while off duty shall be compensated as follows:

- Telephone call must be more than 5 minutes in duration.
- Telephone call must have been directed by the Police Captain employee level or above.
- Compensation will be fifteen (15) minutes of pay at the standard overtime rate (1 ½ times hourly rate).
- This is not intended to compensate officer to officer or Sergeant to officer initiated phone calls.

5.11 Overtime opportunities for standard patrol overtime shall be offered to all eligible CPOA members based upon a seniority schedule, with those most senior being given preference. Overtime opportunities for approved extra duty overtime shall be offered to all eligible CPOA members based upon a rotational schedule. In both instances, there will be no preference given for rank, unless the opportunity is restricted to a supervisor.

An employee is not eligible for the provisions of this Article where work schedules, known commitments, or other policies and/or procedures would disqualify them from being able to work the opportunity. Certain CPOA members in a probationary status may be restricted from these opportunities if in the opinion of the Chief, the probationary employee is not yet qualified to fill the opening.

CPOA will provide the City a list, in order of seniority, indicating a single telephone contact number at which the employee may be reached for the purpose of filling available overtime opportunities. This list may be updated by CPOA at any time, as needed. If the employee cannot be reached at the number provided, the Department shall not be required to try any other telephone number and may move on to the next person on the list. If no employees accept the overtime opportunity, the Department will mandate, in reverse order of seniority, the most junior member that is able to be contacted to take the overtime duty.

When multiple overtime opportunities are available, and are being filled at the same time, employees are limited to selecting one (1) date/time only until the

complete seniority list or rotational list has been exhausted. The intent of this provision is to distribute the limited overtime opportunities as equitably as practical, between all members of CPOA.

Provided, at certain times the employer, for valid reasons of “business necessity” or “emergency” may elect to not follow these processes. Any overtime opportunity that is brought to the attention of the department with less than 48 hours to fill said opening shall be deemed to be an “emergency.” In addition, certain overtime opportunities are restricted based upon a “business necessity” which means only certain individuals have the qualifications and skills needed for a specific assignment or function.

This provision will not apply to standard patrol overtime opportunities of three (3) hour blocks or less.

Should the employer fail to follow the above outlined process and end up skipping past a member or members who were eligible to work an overtime opportunity, the department shall be responsible to award the same amount of overtime to those affected, to be split equally. In no event will the penalty under this clause be more time than the original overtime that was wrongfully awarded. Overtime awarded to members under this article will be rounded up to the nearest quarter hour.

In the case mentioned above, the word “skipping” is defined as no attempt was made to contact the eligible member.

**ARTICLE 6 – HOLIDAYS**

- 6.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 11.5 hours per month for the remainder of the calendar year within which they were hired. With the subsequent calendar year, Article 6.2 will apply. See accrual maximum in Article 7.1.
- 6.2 Members will be granted one hundred forty-eight (148) hours of annual holiday time each year in lieu of holidays.
- 6.3 Employees can, at specified times during the year, buy back portions of their accrued holiday time in blocks of at least ten (10) hours. The Employee must notify Finance before the payroll cut-off date to receive holiday buy back in that pay period. The employee may buy holiday time any individual month except in December or January.
- 6.3(b) Employees also have the option of converting their holiday time to regular monthly pay by notifying Administrative Services during open enrollment each year, prior to December 1. Employees opting for this will be allowed to add 11.5 hours of holiday pay each month of the year to their regular pay. This option

will apply equally to all 12 months of the year and will be paid at the regular rate of pay.

- 6.4 When an employee gives notice of separation from employment for any reason other than retirement or is on an unpaid leave of absence, the amount of holiday pay shall be prorated at the rate of eleven and one-half (11.5 hours) per month until the final date of separation. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday pay prior to separation, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the final paycheck.
- 6.5 Each year, any holiday time not used by the end of the December pay period shall be added to the employee’s vacation bank. See Article 7.1 for maximum annual carry over limits.

**ARTICLE 7 - VACATIONS**

- 7.1 Paid annual vacation shall be considered as regular employment with accrual beginning at the date of hire. Thereafter vacation accrual may be taken as earned according to the following schedule:

<u>Years of Law Enforcement Service*</u>	<u>Hours per Year</u>	<u>Hours per Month</u>
0 - 4yrs	96	8
5 - 9	144	12
10 - 14	168	14
15- 19	192	16
20 and over	240	20

\*Commissioned years of service only.

Maximum vacation hours to carry over: Accrued leave time (vacations, holidays) shall not exceed 400 hours on December 31.

Effective upon ratification, employees may cash out up to forty (40) hours of vacation provided the request is submitted prior to the monthly payroll cutoff date. Vacation cash out requests will be honored on a first come first served basis and are subject to a total annual departmental budgetary maximum of \$50,000. No requests will be granted once the departmental budgetary maximum has been met.

- 7.2 All part time employees shall accrue vacation at the same rate as regular full time employees but in proportion to the number of hours worked.

7.3 Vacation Bid Process: Employees shall choose vacation by seniority and may schedule their vacation any time upon approval of their supervisor or department head, with certain restrictions listed below dealing with short notice time off requests.

- **First**, the patrol sergeants bid their vacations. Once approved their vacations are posted on the upcoming year's schedule.
  - Sergeants on the same squad are not allowed to take *pre-scheduled bid vacations* off at the same time. This would leave the squad without adequate supervision that period.
- **Next**, bid sheets for patrol officers are posted for each side. Officers are allowed to bid for up to two weeks of vacation by seniority each round. There are three rounds of vacation bidding. The second and third rounds begin after the previous rounds have been posted to the schedule.
  - No more than two members of a squad will be scheduled off at one time on *pre-scheduled bid vacations*.

Following the completion of the full week bid cycles, rounds 1, 2, and 3, patrol sergeants and patrol officers will be allowed to bid for partial weeks, or individual days off, in vacation bid rounds 4, 5, and 6. The order of selection will be made following the same criteria used for full week vacations, listed above. Each employee can request up to two such partial weeks or two individual days off, each round. A partial week is considered to be consecutively scheduled work days.

- **Then**, after the bidding process is complete and through the rest of the year, employees may bid for vacation slots on a 'first come, first served' basis.
  - Supervisors should make certain the request form reflects date and time the request was made to avoid conflicts or challenges.
- **Finally**, additional vacation for a third person off may be requested but not approved until thirty (30) days prior to the requested date.
- **Supervisors** have the primary responsibility of assuring their squads have sufficient staffing. When considering a short term request for vacation or comp-time days off Supervisors should consider impacts of particular events and or holidays when considering the request.
  - Some examples include but are not limited to; Camas Days, Fourth of July, New Year's Eve/Day, Halloween, Super Bowl Sunday, labor unrest/strikes, harsh weather events, disasters, etc... Overtime will only be used to backfill unanticipated or 'special circumstances' squad shortages.

The Chief and Captain will meet with the Sergeants prior to releasing the bid shift notice to discuss blackout dates. Both parties will work to minimize denial

of leave requests through collaboration. However, the Chief has final discretion on staffing levels for all days.

This procedure is intended to provide acceptable guidelines for vacation bids. Exceptions to the procedure may be granted on approval of the Chief of Police or designee. Typically, exceptions will be considered on the basis of special, unusual or unexpected circumstances. In any case, approved exceptions to this procedure will not establish precedence for future application.

- 7.4 Employees shall receive all accrued vacation at the time of termination including that earned during the year of termination.
- 7.5 The application of Article 7.5 is based on the 2015 patrol staffing levels of 10 officers per squad. During the annual vacation bid process, the Department may place restrictions on the number of employees who may take time off on certain days based on anticipated need for police services. These days are communicated in writing, in advance, and require staffing above established minimum staffing levels. Examples are Camas Days, Fourth of July, Halloween, Super Bowl Sunday, New Year’s Eve, or other events where it would be reasonable to expect a need for added police services. These dates have been referred to as “blackout dates.”

If a member has submitted a request for vacation leave on one of these “blackout dates” and would have normally been granted the leave absent the “blackout date” declaration, then the member shall be compensated at the over-time rate (1.5), instead of the straight time rate, for all hours actually worked on said date. To qualify for this premium, the member must have been denied the time off solely due to the “blackout” date declaration. Time off denials for all other reasons do not fall under this clause. In addition, the member must have been eligible and qualified to take the leave time. Should the department’s needs change, and the “blackout date” is canceled, the members who submitted leave requests that were denied will be notified and will be granted the leave. In that case, no extra compensation shall be granted.

**ARTICLE 8 - SICK LEAVE**

- 8.1 Employees of the police department shall accrue sick leave at the rate of ten (10) hours per month with a maximum accrual of one thousand forty (1040) hours allowed to be carried over each January 1.
- 8.2 Sickness or disability shall be reported to the department head or the immediate supervisor at least four (4) hours prior to commencement of the employee's workday, or as soon thereafter as practicable. The employee may be required to provide a note of verification as permitted by law.

8.3 Employees are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, and any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, sibling, or any person living in the immediate household, requiring the employee's attendance and/or care. Emergency and last minute appointments shall be approved by the immediate supervisor, Captain, or Police Chief.

Sick leave may also be used for parents, including “step” and “in-law” relationships, as well as foster, legal guardian, in loco parentis and de facto situation.

8.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.

8.5 Eight (8), ten (10) or ten point six (10.6) hours sick leave will be charged for each working day off duty, in accordance with the employees scheduled work hours for that day.

8.6 Time off for medical purposes shall be charged against sick leave for actual time used only.

8.7 Any employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out at straight time, thirty-three percent (33%) of all hours that would have been accrued over the maximum allowed.

8.8 If an employee retires from the City, meeting LEOFF plan requirements providing less than six (6) months’ notice, that employee is eligible to cash out twenty-five (25%) percent of their sick leave balance at their current straight time rate.

If an employee retires from the City, meeting LEOFF plan requirements, providing at least six (6) months’ notice of separation, that employee is eligible to cash out all sick leave hours up to 550 at thirty-three (33%) of their current straight time rate. All hours beyond 550 will be cashed out at 50% of their current straight time rate.

This notice cannot be rescinded after such time as an offer of employment has been made to a replacement.

8.9 Federal Family Medical Leave

Employees who work for the Employer for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of



paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” for purposes of Family Medical Leave is defined as an employee’s spouse, domestic partner, child, parents, or any member of the immediate household. The Employer may expand the definition of immediate family under special circumstances. A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The Employer may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

Employees must provide the Employer with at least thirty (30) days’ notice if possible before taking such leave, or notify the Employer as soon as practicable. Before going on unpaid leave status for the birth, adoption, or foster care of a child or the serious health condition of the employee’s spouse, parents or children requiring in-patient care or continuing treatment, an employee is required to use all accrued unused compensatory or personal days and all accrued unused vacation leave. Before going on unpaid leave status for the serious health condition of the employee or the employee’s minor child requiring in-patient or continuing treatment, an employee is required to use all unused sick leave, personal leave, compensatory leave, compensatory time off and vacation leave.

As required by law, the Employer shall maintain the employee’s health benefits during the FMLA leave to a maximum of twelve (12) weeks. In the event an employee does not return to Employer employment after taking leave under this section, the Employer may recapture the cost of any health insurance premiums paid by the Employer during the unpaid portion of the leave. Upon return from such leave, the employee will be reinstated to the employee’s former or equivalent position.

Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities. (RCW 49.12.265)

Washington State Paid Family Medical Leave

Eligibility for leave and benefits is established by Washington law and is therefore independent of this Agreement.

Premiums for benefits are established by law and the parties agree that employees will pay the full portion of the employer premiums even if such premiums change over time due to legislative action.

**ARTICLE 9 - BEREAVEMENT LEAVE**

- 9.1 A maximum of three (3) paid working days (consecutive or non-consecutive) bereavement leave shall be allowed when there is a death in the employee’s immediate family. “Immediate family” shall be defined as: the employee’s spouse, domestic partner or significant other, child, parents, sibling, grandparents and grandchildren, or any member of the immediate household. This will also include “step” and “in-law” relationships.
- 9.2 Recognizing the need for family support, a maximum of two (2) days bereavement leave shall be allowed to attend the funeral or memorial service of aunts, uncles, nieces or nephews of the first generation..
- 9.3 Bereavement leave of more than three (3) working days may be taken subject to the approval of the department head. Bereavement leave in excess of three (3) working days will be charged to sick leave, vacation leave, or leave without pay.
- 9.4 Employees may be excused by the Employer to attend the funeral of deceased fellow employees as leave with pay.
- 9.5 Administrative Services will administer article 9 for consistency in unique circumstances as they arise.

**ARTICLE 10 - JURY DUTY**

- 10.1 An employee serving on a jury of a federal or state court shall be granted leave from City employment to the extent required by such service, and shall be paid during such leave the difference between the employee’s regular salary and the amount paid by the Court for such duty. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing date and time served and the amount of jury pay received. The employee shall submit money received for such services to the City performed during City time.

## ARTICLE 11 - OTHER LEAVES

- 11.1 In the event of a military leave, the Employer abides by the provisions of the State of Washington RCW 38.40.060 which stipulates that employees who are members of the National Guard or Federal Reserve military units are entitled to be absent from their duties up to twenty-one (21) days each year (October - September) with pay while engaged in the performance of ordered military duty and while going to or from such duty.

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to fifteen (15) days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of twenty (20) hours per week to be eligible for this family military leave.

An employee who seeks to take family military leave must provide the City with notice of the employee's intent to take leave within five (5) business days of receiving official notice that the employee's spouse will be on leave or of an impending call to active duty. The employee may substitute any available accrued leave for any part of this family military leave.

- 11.2 The Employer may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the Employer, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement. The Employer may, in exceptional circumstances, extend leave beyond ninety (90) days but reinstatement cannot be guaranteed.
- 11.3 Upon written request from the Association, an Association officer or steward may be granted time off without pay or any cost to the employer to conduct bona fide business of the Association.

11.4 The City and the Association agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.

11.5 Workers' Compensation (Labor and Industries) Leave

Employees on leave under an approved Department of Labor and Industries claim, due to an on the job injury/illness, shall be subject to no reduction in wage or benefit. The employee shall endorse over to the City any time loss checks received by the State to offset the Labor and Industries leave used by the employee.

**ARTICLE 12 - SENIORITY**

12.1 Seniority is the length of continuous employment of an employee with the Employer within rank, in the police department.

12.2 Seniority shall be broken only by resignation, discharge, retirement, layoff of more than six (6) months, or failure to return in accordance with the terms of a leave of absence or when recalled from layoff.

**ARTICLE 13 - PROMOTIONS, DEMOTIONS AND TRANSFERS**

13.1 Promotions, demotions and transfers will be carried out in accordance with Civil Service Commission rules, regulations and statutes.

13.2 For the position of Police Sergeant, the Civil Service Commission will submit to the Chief the list of the highest three (3) scores on the promotional list for Sergeant. The Chief may select any of the three (3) candidates for a promotional opportunity.

**ARTICLE 14 - LAYOFFS AND RECALL**

14.1 Layoffs will be conducted in reverse order of seniority by rank. Recall from lay-off shall be done in order of seniority with the most senior employee being recalled first. Seniority shall be defined as the total length of service with the Department. Failure of such employee to report for reinstatement within 10 days of notification of job availability shall result in loss of seniority.

**ARTICLE 15 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE**

15.1 The Employer shall offer at least two (2) hospital-medical plans for employees and their dependents.

15.2 The Employer shall provide post-retirement medical insurance from

retirement to age sixty-five (65) for the employee only, provided the employee has been employed by the City for a total of ten (10) years and is retiring from the City under the provisions of the applicable LEOFF retirement plan. The post-retirement medical plan benefits will be the same plan as the active members, if available, or the plans with the closest benefit levels. In the event the plan with the closest benefit levels is no longer available, the City may move the retiree to the plan with the next best benefit level. In the event that the insurance plan is subject to an additional tax or surcharge required under State or Federal Law, the parties agree to meet and negotiate a change in plans to avoid the payment of said fee. If the retiree opts to upgrade to other plans available through the provider, the difference in premium is the retiree's responsibility. Coverage for a spouse/domestic partner may be paid for by the employee in accordance with the requirements of the applicable plan. Employees hired after July 31, 2001 as described above shall not be eligible for employer paid post-retirement medical insurance, but may participate for themselves and spouse/domestic partner at their own expense for the employee and spouse/domestic partner, consistent with plan requirements.

15.3 The Employer shall provide a term life insurance policy for all employees working twenty (20) hours a week or more. The amount of the policy shall be equal to the nearest thousand dollars of the employee's normal yearly salary exclusive of overtime but not to exceed a maximum of fifty thousand dollars (\$50,000.00).

15.4 Health Insurance  
AWC HealthFirst 250 and Kaiser Plan \$250 – 10%/E114: The employer will pay medical coverage premiums for employees and dependents as follows:

Employee only coverage: one hundred (100%) percent  
Dependent(s) coverage: ninety (90%) percent. Employees shall pay, through pre-tax payroll deduction, ten (10%) percent of total premium cost.

The employer shall inform the association of the upcoming year's premium rates as soon as possible; the group may choose to move to other health plans offered by AWC and Kaiser with at least thirty (30) days' notice and any additional requirements of carrier.

15.5 For the term of this agreement, the employer agrees to pay the premiums for Washington Dental Service (WDS) -Plan F, Willamette Dental \$15 co-pay plan and VSP vision coverage for the employee and their dependents. The Employer will pay the premiums for a life insurance plan for the employee consistent with the plan offered by the employer. The employer will continue prescription drug coverage through the medical plan, consistent with the provisions of the medical plan.

15.6 In the event insurance companies, brokers and/or administrators of the

existing health and welfare plans notify the Employer of changes in the premium structure and/or benefit structure, then and in that event, the Employer will notify the Association and employees of said changes. The parties will negotiate those changes and thereafter the Employer will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium structure.

- 15.7 The Association and/or the employee will indemnify and hold the Employer harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverage.
- 15.8 Any and all disputes or disagreements and/or claims involving coverage of employees between the insurance company and the employee are not grievable under this contract.
- 15.9 If a change in dependent coverage is not reported in a timely manner, the employee will be responsible for reimbursing the Employer for benefit premiums paid on their behalf.
- 15.10 The Employer shall make pension contributions required by statute to the State of Washington, Department of Retirement Systems under the Law Enforcement and Firefighters (LEOFF) Plan.
- 15.11 The City shall maintain a Section 125 plan for medical expenses and dependent care.

**ARTICLE 16 - DISCIPLINARY PROCEDURES**

- 16.1 The Employer may discipline or discharge an employee for just cause inclusive of those causes set forth in the Civil Service Rules and Regulations but not necessarily limited thereto.
- 16.2 Disciplinary action or measures shall include only the following:
  - (a) Verbal Warning
  - (b) Written reprimand
  - (c) Suspension without pay
  - (d) Demotion
  - (e) Discharge
- 16.3 The parties agree that progressive and escalating levels of discipline are preferable to allow an employee proper notice of misconduct and the opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on an employee's prior record of service, length of service, severity of offenses and prior record of discipline.
- 16.4 When the Employer determines the circumstances are such that retention of

the employee will likely result in the disruption of Employer services, damage to or loss of Employer property or be injurious to the employee, fellow employees or the services provided by the Employer, the Employer may immediately suspend with pay, depending on the circumstances. In such cases the facts supporting the circumstances will be made available to the employee by the Employer not later than three (3) working days after the action became effective.

- 16.5 The provisions of this article shall not apply to newly hired employees serving a probationary period. Consistent with Civil Service rules, the probationary period shall be 12 (twelve) months from police academy graduation date, not in any case to exceed 18 (eighteen) months from date of hire. Probationary employees shall work under the provisions of this agreement but shall be only on a trial basis during which period they may be discharged without cause and without any recourse. Employees on probationary status shall be eligible for the six (6) month step increase under conditions cited in Article XXIV, Section 24.2 of this agreement.
- 16.6 The employee and the employee's Association representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No written reprimand or greater disciplinary document may be placed in the personnel file without the employee having been first notified of said complaint and given a copy. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 16.7 Records of disciplinary action shall be considered stale for the purpose of progressive discipline in accordance with the following retention schedule:
  - 1. Verbal Warning - Written records of a verbal warning or counseling after twelve (12) month without a reoccurrence of similar conduct which gave rise to the warning or counseling.
  - 2. Written Reprimand - Written reprimands after eighteen (18) months without reoccurrence of the same conduct which gave rise to the reprimand.
  - 3. Suspensions - Written records of suspensions after sixty (60) months without a reoccurrence of similar conduct which gave rise to the suspension.

It is not the intent of the City to rely on discipline noted in the evaluations beyond the retention schedule for progressive discipline purposes.

For promotion purposes, the documentation set forth in paragraph a above will be shared as additional consideration for promotional candidates.

- 16.8 It is the Employer's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.

**ARTICLE 17 - UNIFORMS WEAPONS AND EQUIPMENT**

- 17.1 The Employer will furnish three (3) sets of standard approved uniforms to new employees.
- 17.2 Uniforms shall be cleaned and maintained under a quartermaster system as determined by the Chief or designee. The Employer shall pay for the cleaning of up to six (6) uniforms and one (1) jacket per month, on average, for each employee. Employees who have been assigned to a detective assignment shall have the same cleaning allowance as those in the patrol division. The Employer shall pay for the cleaning of up to six (6) civilian shirts and pants, on the average, for each month, provided those items are used in connection to the job.
- 17.3 The Employer shall purchase a standard service sidearm and a standard set of handcuffs, holster and duty gear as required which the employee will maintain and return to the Employer upon the termination of service. The Employer shall determine the standard service sidearm and handcuffs to be purchased.
- 17.4 The employer has the sole discretion as to the type and style of uniforms and equipment provided to the employee.
- 17.5 For each year of this contract, seven hundred and fifty (\$750) dollars will be provided to those employees with the assignment of Detective. This will be paid to the employee in their January paycheck. The purpose of the clothing allowance is to replace, clean and maintain the detective's non-uniform clothing worn for work purposes. The clothing allowance shall be prorated for employees coming into the position after January. If an employee requests to leave the detective assignment within the year they were provided this benefit, a pro-rated amount will be deducted from the employee's paycheck following their last day in the assignment.

**ARTICLE 18 - GRIEVANCE PROCEDURE**

- 18.1 The parties hereto recognize the need for fairness and justice in the adjudication of employee grievances and enter into this Agreement in a cooperative spirit to adjust such actions promptly and fairly. If a grievance cannot be resolved through informal means, the grievance will be settled as



hereinafter provided.

- 18.2 A grievance is defined as a dispute involving the interpretation, application or alleged violation of any specific provision of this Agreement.
- 18.3 Any party who believes they have a grievance arising out of the terms of this Agreement may, except for arbitration, personally or through a representative, apply for relief under the provisions of this Article.
- 18.4 The parties agree that the time limitations provided are essential to the prompt and orderly resolution of any grievance, and that each will abide by the time limitations, unless waived or extended by mutual agreement of the parties to the grievance.
- 18.5 If any party fails to file a grievance within ten (10) working days from the date of the occurrence or knowledge of the occurrence, then said party forever waives and forfeits the grievance as well as any and all rights and remedies relating to said grievance. Failure to pursue a grievance to the next step renders final and conclusive, the last determination and response. If an employee wishes to have those matters currently addressed under Civil Service Rules and Regulations, inclusive of promotions, demotions, transfers, layoffs, recall and discipline, but not limited thereto, the employee must file a request for an investigative hearing within ten (10) calendar days of the occurrence. Regarding disciplinary actions, the employee may elect to have disciplinary action reviewed by the Civil Service Commission. If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigative hearing must be filed with the Commission within ten (10) calendar days from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 18.6 The formal grievance procedure shall be as follows:

Step 1:

In order to protect all parties, and provide for clear documentation, all grievances shall be in writing. To allow for grievances to be settled at the lowest possible level, each grievance shall be presented in writing by the member, or by the Association on behalf of the member, to the involved member's immediate supervisor within ten (10) working days from the occurrence or knowledge of the occurrence. The employee shall have the option of being accompanied by an Association representative. The immediate supervisor shall respond within three (3) working days. If the matter is not

satisfactorily resolved, then the grievant may move to Step 2 in accordance with the provisions herein below.

Step 2:

The grievance shall be presented in written form, stating the specific provision of this Agreement allegedly violated, to the Chief within ten (10) working days from its occurrence or knowledge thereof. Thereafter, the Chief shall respond in writing to the aggrieved employee within ten (10) working days after receipt of the grievance. The grievance will be considered “received” using the date the email was opened (if submitted electronically) or date written grievance was opened by the Chief. If the employee elects to have applicable matters reviewed by Civil Service then the employee will need to comply with the provisions set forth in Section 18.5 above.

Step 3:

If the grievance is not resolved to the satisfaction of the concerned parties at Step 2, then within ten (10) working days of the response in Step 2 above, the grievance shall be presented to the Mayor or designee in writing. The Mayor or designee shall schedule a meeting with the employee within fifteen (15) working days from the date of submission (date stamp on document provided by City Hall) and respond within seven (7) working days (days City Hall is open) of the meeting to the employee and Association. The employee has the right to be represented by an Association representative and the department head has the right to be represented by an Employer representative.

Step 4:

(a) Final and Binding Arbitration and/or Mediation:

If the grievance has not been resolved at Step 3, the Association may refer the unsettled grievances to mediation and/or final and binding arbitration. If the parties refer the matter to mediation then the timelines for final and binding arbitration shall be extended to accommodate the mediation process.

(b) Notice - Time Limitations: The Association shall notify the other party in writing of submission to mediation or arbitration within twenty (20) working days after receipt of the Step 3 response.

(c) Mediation: Mediation is provided as a free service by PERC. The Employer and the Association shall each pay for their own fees or costs associated with mediation.

(d) Arbitrator - Selection: After timely notice, the parties shall establish who the arbitrator will be in the following manner:

- (i) After timely notice, the parties shall select an impartial arbitrator within thirty (30) days, if possible, after the request is made to arbitrate.
- (ii) If the parties cannot mutually agree on an impartial arbitrator who is able and willing to serve on a timely basis, they will request a list of nine (9) arbitrators who are willing to abide by time limitations. A list of impartial arbitrators shall be furnished by the Public Employment Relations Commission (PERC). The parties shall flip a coin to determine who will strike the first name, following which each will alternately strike one of the names submitted until one (1) name remains. This person will serve as the sole arbitrator subject to the following provisions.
- (iii) The arbitrator selection process for disciplinary cases will be in accordance with state law.
- (d) Decision - Time Limit: The arbitrator will meet and hear the matter at the earliest possible date after the selection of said arbitrator. After completion of the hearing, a decision shall be entered within thirty (30) working days or as soon as possible thereafter, unless an extension of time is agreed upon as provided for herein.
- (e) Limitations - Scope - Power of Arbitrator:
  - (i) The arbitrator shall not have the authority to add to, subtract from, alter, change or modify the provisions of this Agreement.
  - (ii) The arbitrator shall only have the power to interpret and apply the specific terms of the Agreement and/or determine whether there has been a violation of the terms of this Agreement.
  - (iii) The arbitrator shall also have the authority to receive evidence and question witnesses.
  - (iv) The arbitrator shall not have the authority to review or consider appeals carried out pursuant to Civil Service Commission Rules

and Regulations.

(f) Arbitration Award - Damages - Expenses:

(i) Each party hereto shall pay the expenses of their own attorneys, representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

(ii) The arbitrator's written award shall be final and binding on all parties.

**ARTICLE 19 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

The parties hereto agree that the wages and working conditions specified by the Employer ordinances and resolutions now in force shall be maintained consistent with this agreement for its term.

**ARTICLE 20 - STRIKES AND LOCKOUTS**

The employer and the Association recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Association nor the Employer shall cause, engage in, or sanction any work stoppage, slowdown, or other interference with City functions. Employees who engage in any of the foregoing actions may be subject to disciplinary action including suspension or discharge. No individual shall receive any portion of the employee's salary or benefits as provided by the employer, and in accordance with applicable law, while engaging in activities in violation of this Article. Nothing herein shall be deemed to prohibit the Association or any individual employee from participating in any lawful activity.

**ARTICLE 21 - ASSOCIATION REPRESENTATION**

An authorized representative of the Association shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the Employer to do so and without interfering with the progress of work. The Association shall advise the Employer, in writing, of the names of their authorized representatives and stewards.

**ARTICLE 22 - COMMUNICATION OF ASSOCIATION BUSINESS**

The Association may use the department’s mail box system and the City’s e-mail system to communicate with their members on Association business. All notices shall be signed by a representative of the Association who is authorized by the Association to approve Association notices. The Association agrees to abide by all City policies in connection to the use of the City e-mail system and is aware of the laws regarding document retention and public disclosure.

**ARTICLE 23 - NON-DISCRIMINATION**

- 23.1 The Employer agrees that they will not discriminate against any employee because of lawful Association activity.
- 23.2 Neither the Association nor the Employer, in carrying out their obligation under this agreement, shall not unlawfully discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender, age, marital status, disability or religion.

**ARTICLE 24 - WAGES CLASSIFICATIONS AND PAY PLAN**

- 24.1 The applicable pay plan is attached hereto and incorporated herein by reference as Appendix A to this contract.
- 24.2 An employee may be granted a step increase subject to satisfactory progress while on probation as determined by the department head and/or after having served six (6) months at step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in step 2 of the pay plan subject to a satisfactory performance review by the department head. Thereafter, step increases will occur after an employee has spent at least twelve (12) months in each step and subject to satisfactory performance evaluations by the department head. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the department head.

Probation for Police Sergeants shall be one (1) year. Probationary Sergeants will receive a step upon promotion and a second step at six (6) months upon satisfactory review by the Police Chief or designee. Upon satisfactory completion of the probationary period, the employee’s ‘anniversary date’ for future pay action shall be established by the date of the previous six-month step increase. If a probationary Sergeant is sick, injured, or is absent from the job for any reason for a period of six (6) consecutive calendar weeks or more, that length of time shall be added to their probationary time and any potential step increases shall similarly be extended.

24.3 Effective January 1, 2022, employees in the bargaining unit will receive a wage increase of four- and one-half percent (4.5%), an additional market adjustment of one percent (1%) and an additional wage increase of one percent (1%) for the implementation of body worn cameras, resulting in a total wage increase for 2022 of six- and one-half percent (6.5%).

Effective January 1, 2023, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2021-July 2022, with a minimum of 2% and maximum of 4.5%, plus a market adjustment of one percent (1%).

Effective January 1, 2024, employees in the bargaining unit will receive a wage increase equivalent to 100% of the change in the BLS West Region CPI-W from July 2022 – July 2023, with a minimum of 2% and a maximum of 4.5%.

See Appendix A for wage scales.

- 24.4 If an existing employee is promoted to a higher job classification then the employee will receive pay at a step, which results in an increase and shall progress through the applicable steps subject to the provisions of Section 24.2 above. The promoted employee will receive a new anniversary date as of the date of promotion and will follow the pay plan procedures set forth in Section 24.2 above. Promoted employees will receive the step in the new pay plan which results in an increase in pay of at least three (3%) percent.
- 24.5 All bargaining unit employees shall receive an education incentive premium added to the base pay equal to one (1%) percent for an Associate Arts Degree or three (3%) percent for a Bachelor Degree from an accredited college or university.
- 24.6 Employees assigned by the chief to act as a Field Training Officer shall be paid a premium of five percent (5%) of the base rate of pay for time actually spent in performing such duties.
- 24.7 In recognition of the achievement of the Department in obtaining and maintaining State Accreditation, all employees in the bargaining unit shall receive a 1% accreditation premium each month added to their base pay.
- 24.8 Sworn officers (includes sergeants) who meet the following qualifications are eligible for the assignment as an MPO:
- Completed six (6) years as a sworn officer – years must be continuous service
  - Completed Camas probation period
  - No disciplinary action (written reprimand or above) for the prior twelve (12) months as defined below
  - Maintain all required certifications and CJTC requirements

If discipline occurs involving suspension, demotion or receiving two (2) or more written reprimands in a twelve (12) month period, MPO status is immediately suspended for a minimum time of six (6) months. After the six (6) months has passed, the employee may petition the Chief for reinstatement. Each case shall be considered on its own merits. After one year, the employee shall be reinstated to the status of MPO if no further discipline has occurred and the Officer has otherwise met the criteria listed above.

The premium pay shall be as outlined below:

<b>In year of service</b>	<b>Monthly premium as %age of base wage</b>
7-10	4.5%
11-15	5.5%
16+	6.5%

24.9 Specialty Assignment Premiums: Employees who are assigned to and who are performing the functions of SRO, Defensive Tactics Instructor, Firearms Instructor, TASER Instructor, PIO, SWAT or Less Lethal (40mm launcher) Instructor, EVOC Instructor, Use of Force Instructor and Simunitions Instructor shall receive an additional monthly premium of one point five percent (1.5%) of their base pay. Instructors shall be certified.

Employees assigned to the Detective Unit will receive an additional monthly premium of five percent (5%). This shall include any employees serving in the Detective or Detective-Sergeant positions.

Employees are eligible for the premium only when formally assigned the position by the Chief and only while in the assignment period. No employee may earn more than one assignment premium regardless of assignments.

Specialty assignments shall be made at the discretion of the Chief as outlined in Camas Police Department policy 02.25 (Specialized Units). The selection process will include a posting for the open position to all eligible employees. The posting will be open for a minimum of fourteen (14) days to allow all interested employees the opportunity to apply.

The Chief shall determine the selection process to be used for each assignment and the minimum requirements for application and shall include that information in the posting. The length of assignment, once the appointment is made, is at the Chief's discretion.

Effective with the signing of this contract, the currently assigned members shall be grandfathered into their assignments and will receive the premium.

24.10 Deferred Compensation: Effective upon ratification, the City shall contribute

a dollar-for-dollar match of up to two percent (2%) of the employees' base salary per month into the deferred compensation plan of their choice provided by the City.

Effective January 1, 2023, the City shall contribute a dollar-for-dollar match of up three percent (3%) of the employees' base salary per month into the deferred compensation plan of their choice provided by the City.

Employees may elect to defer additional compensation to the extent permitted by law, but additional employee contributions will not result in additional contributions by the City.

**ARTICLE 25 - SEPARABILITY**

In the event that any provision of this agreement shall at any time be declared invalid by a final judgment of any court of competent jurisdiction, or through a final decree of a government, state or local body, such decision shall not invalidate the entire agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provision of this agreement shall be modified through negotiations to comply with the existing regulations or laws.

**ARTICLE 26 - MILEAGE ALLOWANCE**

All employees required by the Chief or their designee to use their private cars for official departmental business, shall be compensated at the standard IRS mileage rate.

**ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS**

The Association agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The Employer agrees that new departmental rules and regulations affecting mandatory subjects of bargaining shall be reviewed with the Association and agreed upon prior to implementation. Nothing in this Article shall prevent the Employer from voluntarily collaborating with the Association on potential new rules and regulations that do not involve mandatory subjects of bargaining.

**ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATION**

When work operations involving new or substantially changed requirements are established as determined by the Employer, and such requirements are not



adequate or properly prescribed in any existing position, the Employer will revise the position or establish a new position classification consulting with the Association committee beforehand.

**ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE**

The rules and regulation of the Camas Civil Service Commission shall govern unless specifically superseded by the terms and conditions of the Agreement.

**ARTICLE 30 - MANAGEMENT RIGHTS**

The Association recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities, lawful powers and legal authority. Management's affairs and prerogatives which the parties have agreed do not constitute negotiable matters relating to wages, hours and working conditions are inclusive of, but not limited to, the following:

- 30.1 The right to institute, from time to time, work rules applicable to bargaining unit employees.
- 30.2 The right to determine work schedules, overtime and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by at least three (3) work days of personal notice of the change, except in the event of an emergency, in which case no notice or discussion is required. For purposes of clarification, three work days notice is equivalent to seventy-two (72) hours before the start of the next scheduled shift. The remedy for shift change occurring in less than seventy-two (72) hours will result in compensation to the affected employee(s) of an additional three (3) hours of penalty pay at the rate of one and one-half (1.5) times the regular rate of pay. Because this extra three (3) hours is a penalty for the late notice, it does not conflict with the Article 5.1.
- 30.3 The right to hire, promote, demote, transfer, assign and/or retain employees in positions within the employer.
- 30.4 The right to discipline employees for just cause.
- 30.5 The right to lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the employer.
- 30.6 The right to take whatever actions the Employer deems necessary to carry out services in an emergency. The term "emergency" is defined as unforeseen occurrences or conditions, complications of circumstances, sudden or unexpected occasion for action.
- 30.7 The right to determine the methods and processes means and personnel by

which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.

30.8 Provided nothing contained in this article shall be deemed as a waiver of the Association’s right to bargain changes in mandatory subject of bargaining.

**ARTICLE 31 - BILL OF RIGHTS**

31.1 Subject to the provisions of this contract and except as otherwise provided, employees have the right to use the grievance procedure contained herein to protect their rights as set forth in this Agreement.

31.2 All employees within the bargaining unit shall be covered by the following rules and regulations. The powers and duties of law enforcement officers involve them in many contacts with members of the public and questions are bound to arise as to the nature of such contacts, which questions require immediate investigation by superior officers who have been authorized to make such investigations by the Chief of Police.

Such investigations shall be conducted under the following general guidelines:

- When a permanent, non-probationary employee is the subject of a formal internal investigation by the Camas Police Department, prior to any interview of the employee, the employee shall be advised of the specific nature of the inquiry of and whether the employee is suspected of (1) committing a criminal offense; (2) misconduct that would be grounds for termination, demotion, suspension, or other disciplinary actions; (3) that the employee may not be qualified for continued employment with the Department. All interviews shall be conducted in a manner consistent with due process rights granted by law. The officer shall not thereafter contact the citizen or witnesses without prior permission of the Chief of Police.
- If the Chief of Police determines that the officer should be questioned about the allegation, such questioning shall be done as soon as practicable. Unless an emergency is thought by the Chief of Police to exist, such questioning shall be while the member is on duty and during the daytime, if possible.
- Questioning of the officer shall be with full regard to the officer’s constitutional rights. If the allegations amount to a charge that the officer is guilty of a crime, the officer shall be fully advised of rights under the Miranda decision. The employee shall have the right to retain an attorney of the employee’s own choosing, (at no expense to the City of Camas). Such attorney (and/or a representative of the Association) shall have the right to be present during any questioning.
- Questioning of an employee accused of misconduct shall not be overly long, and

the employee shall be entitled to reasonable intermission for personal necessities, meals, telephone calls, and rest periods. Providing both parties agree, the Employer or the employee may provide for the mechanical, electronic, or stenographic recording of any formal employee interview which could likely lead to criminal charges being filed against the employee or which could result in discipline of the employee by the Department. Whenever such a recording is made by one party, the other party shall have the right to make a copy of the recording. An employee who is the subject for a formal investigation shall have a right to make copies of any statement the employee has signed pertaining to the investigation.

- It is understood that under state law, no officer may be required to take any lie detector test as a condition of continued employment, though the officer may request a polygraph test. If one is requested by the employee, it shall be taken by an independent agency mutually agreed upon by the Association and the Chief of Police at the Employer’s expense.

**ARTICLE 32 - LIABILITY INSURANCE**

The Employer agrees to either provide insurance coverage on behalf of the employees or provide liability defense for employees or a combination thereof in order to reasonably protect and indemnify employees from liability to third parties resulting from employees negligently performing duties within the scope of employment provided, however, such coverage will not protect the employee from their intentional and/or malicious tortious acts or assaults. Subject to the provisions of this Article, the coverage will include reasonable attorney’s fees and reasonable costs connected with lawsuits.

**ARTICLE 33 - DRUG AND ALCOHOL POLICY AND PROCEDURES**

The Drug and Alcohol Policy and procedures mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement. Said policies and procedures are a part of this Agreement.

**ARTICLE 34 - SCHOOL RESOURCE OFFICER**

The School Resource Officer assignment which was mutually agreed upon by the parties is hereby incorporated into this agreement as an appendix.

**ARTICLE 35 - TERMINATION AND RENEWAL**

This agreement shall be in full force and effect from January 1, 2022, except as otherwise indicated, until December 31, 2024.

CITY OF CAMAS, WASHINGTON

CAMAS POLICE OFFICERS' ASSOCIATION

By: \_\_\_\_\_  
Steve Hogan, Mayor

By: Brian Salwasser  
Brian Salwasser, Association President

Date: \_\_\_\_\_

Date: 3/17/2022

By: \_\_\_\_\_  
Jeff Swanson, Interim City Administrator

Date: \_\_\_\_\_

**APPENDIX A**

**Effective January 1, 2022**

<b>Position</b>							
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Police Officer	6724	6927	7135	7348	7569	7797	8029
Police Sergeant	7957	8191	8437	8688	8952	9220	9494

**APPENDIX B****SCHOOL RESOURCE OFFICER ASSIGNMENT**

1. The Employer and the CPOA agree that the normal assigned work week for the SRO during the school calendar year shall be day shift, Monday through Friday, based on a 5/2 work schedule, not to exceed nine (9) hours per day, inclusive of a one-half (.5) hour paid lunch. The normal shift starting time for the SRO shall be 0730 hours (7:30AM). The normal shift ending time shall be 1630 hours (4:30PM).
2. The SRO work schedule results in the SRO working one (1) hour of overtime each scheduled school work day, in excess of the normal eight (8) hour shift limit of the 5/2 work schedule. This results in the accrual of two hundred and seventy (270) overtime hours (1 hr. X 180 school days X 1.5OT) for the SRO over the course of the school calendar year. This calculation is based on the SRO working all scheduled days without using other paid leave (sick, vacation, bereavement, training, compensatory time, administrative leave, etc. Should the SRO miss a scheduled day of work (school day) no overtime accrual would be credited for that day. The Employer and the CPOA agree that overtime accrued by the SRO as listed above (Article 2) may not be submitted by the employee for cash payment.
3. The overtime hours as noted in Section 2 above shall be compensated by twenty-six (26) compensatory days off, coinciding with the number of full-day holiday/student non-attendance days (numbering 26) in the school calendar year as published by the Camas School District in its student attendance calendar. Twenty-six (26) days off would result in the use of two hundred and eight (208) compensatory hours (26 X 8 hrs.). School days involving late start or early dismissal times will be worked as a normal full shift by SRO, who shall report to the patrol sergeant for assignment of duties.
4. The accumulation of compensatory time pursuant to this MOU is agreed to as an exception to Article 5.7 of the collective bargaining agreement which limits the accumulation of compensatory time to a maximum of one hundred and two (102) hours. The Employer and the CPOA agree that it will be necessary to establish a separate tracking in the payroll system for compensatory hours earned by the SRO under this agreement, and the SRO will be able to maintain a secondary compensatory time account. The secondary compensatory time account, including the accrual and use thereof, will be guided by Article 5.7 of the CBA. The CPOA agree that all compensatory time accrued pursuant to this agreement, and Article 2 above, shall be used prior to the beginning of the next school year. The SRO shall not be allowed to carry-over compensatory hours earned in one school year to the next school year. This can be

accomplished by the SRO using the remainder of the compensatory hours earned during the summer months.

5. For purposes of calculating paid and compensatory time-off, the SRO work shift will be based on an eight (8) hour day. (e.g., vacation, sick, compensatory time, bereavement leave). Hours worked beyond the normal SRO work schedule will be compensated as standard overtime, guided by Article 5 over the collective bargaining agreement. Extra-duty assignments shall be handled pursuant to the existing extra-duty policy.
6. Compensatory time accrued pursuant to this MOU will be applied to the twenty-six (26) holiday/student non-attendance days for each school calendar year, or the number of scheduled school holidays / non-attendance days, should that number change. The 2007-2008 Camas School District calendar indicated twenty-six (26) school non-attendance days.
7. Vacation and compensatory time off outside of the twenty-six (26) scheduled holidays during the school calendar year will be subject to the pre-approval of the sergeant assigned as the supervisor for the SRO. The SRO may schedule vacation time off at any time, including during the school year. However, the Employer and the CPOA agree that the desired intent is to have the SRO available on school days. To that extent, the SRO is strongly encouraged to take vacation after the end of the school year and before the beginning of the next school year (Summer non-attendance period).
8. Officers assigned as SRO shall be allowed to bid for and obtain vacation during the summer months when school is not in session without having to compete against any other officers. The SRO will bid said vacation during the normal vacation bid process, conducted once each year for all CPOA members. Vacation requests submitted by the SRO after the vacation bid process is closed are handled the same as other patrol officers, on a "first come, first served" basis.
9. During the summer break when school is not in session, the SRO will be reassigned to the Patrol Division (day-shift hours), side A or B, or other assignment as mutually agreed upon. Day shift hours are established as either the 6:00AM shift or the 10:00AM shift. The Employer agrees to establish one or the other as the primary shift for the SRO and will make every attempt to reduce the movement between the two throughout the summer months to the degree possible. The CPOA recognize the needs of the Employer to cover vacant shifts caused by other member's absences. Both parties agree that by allowing the SRO only day shift assignments it may force another CPOA employee to be bumped in the work schedule, which may cause a violation of standardized procedure found in Article 4.4. Due to this MOU, a person with more seniority may be moved to another shift to facilitate leaving the SRO on one of the two listed day shifts.

10. Selection of the SRO shall be guided by Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
11. This memorandum of understanding shall be considered an addendum to the current CBA, and is entered into pursuant to Chapter 41.56 RCW. Any dispute between the Employer and the CPOA or an employee concerning the interpretation, application, or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Articles 18 of the parties' CBA.
12. The normal FLSA work period for the SRO, during the school year, shall be seven (7) days as outlined in the Employee handbook, beginning at 12:01a.m. Monday and ending at 12:00 midnight Sunday of each week. For the period during the summer months when the SRO is assigned back to the 5/4-5/4-5/5 patrol schedule, there shall be a FLSA 28 day work period. A work day is defined as the twenty-four hour period beginning with the start of the employee's shift.
13. Each year, at the conclusion of the school year, the SRO assignment will be reviewed by the Chief of Police. The Chief of Police will consult with the person assigned as the SRO the previous school year to find out if that individual wishes to remain in the assignment another school year. Each year, selection of the SRO is ultimately based on Camas Police Department policy 2.25.030 and Article 4.4 of the current CBA.
14. The Employer and the CPOA recognize that certain extra-curricular events during the school year require the attendance of the SRO, such as football games, basketball games, dances, etc. These events usually take place on times outside of the normal daily work schedule, which is defined above in Article 1. Both parties agree that the SRO daily work schedule may be adjusted for up to 10 work days each school year to account for said events, provided that:
  - a. The events must be established in advance, giving reasonable notice to the SRO of the intended work schedule for the school year. The deadline for establishing the ten (10) event days shall be September 10<sup>th</sup> of each year. Changes to the ten (10) days of pre-established extra-curricular events, after Sept. 10<sup>th</sup>, may only be made by mutual agreement. Should an event be cancelled, the SRO will report to the patrol sergeant for duties that would fulfill the remainder of the normal nine (9) hour day.
  - b. The SRO shift start and ending times for extra-curricular events may be either 11:00AM until 8:00PM, 1:00PM to 10:00PM, or 2:00PM to 11:00PM. Shift start and ending times other than listed here will be only by mutual agreement.