



City Council Regular Meeting Agenda Monday, May 17, 2021, 7:00 PM REMOTE MEETING PARTICIPATION

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

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us
 - Download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 973 6721 9225
2. Or, from any device click <https://zoom.us/j/97367219225>
3. Follow the prompts and wait for host to start meeting

OPTION 2 - Join by phone (audio only):

1. Dial 877-853-5257
2. Enter meeting ID #973 6721 9225, and then ##

For Public Comment:

1. Click the raise hand icon in the app
 - By phone, hit *9 to "raise your hand"
2. Or, email to publiccomments@cityofcamas.us (400 word limit)

Emails received by one hour before the start of the meeting are emailed to Council. During public comment, the clerk will read each email's submitter name, subject, and date/time received. Emails received up to one hour after the meeting are emailed to Council and attached to meeting minutes.

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. [May 3, 2021 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee

3. [\\$91,673.84 April 2021 Emergency Medical Services \(EMS\) Write-off Billings; \\$81,246.20 Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \\$10,427.64 Ground Emergency Medical Transport funding \(Submitted by Cathy Huber Nickerson, Finance Director\)](#)
4. [Aeration Basin #3 Cleaning Project \(Submitted by Sam Adams, Utilities Manager\)](#)
5. [NW 38th Avenue \(Ph 2\) Wetland Monitoring Professional Services Amendment 1 \(Submitted by James Carothers, Engineering Manager\)](#)
6. [GEM Interlocal Agreement Extension \(Submitted by Denis Ryan, Public Works Operations Supervisor\)](#)
7. [Interlocal agreement renewal with East County Fire and Rescue \(Submitted by Nick Swinhart, Fire Chief\)](#)

NON-AGENDA ITEMS

8. Staff
9. Council

MAYOR

10. Mayor Announcements
11. [Taiwanese American Heritage Week Proclamation](#)

MEETING ITEMS

12. [Professional Services Agreement with Merina +CO](#)
Presenter: Nick Swinhart, Fire Chief
[Time Estimate: 10 minutes](#)
13. [American Rescue Plan Act Funding](#)
Presenter: Cathy Huber Nickerson, Finance Director
[Time Estimate: 15 minutes](#)
14. [Nonprofit Funding Process Proposal](#)
Presenter: Cathy Huber Nickerson, Finance Director
[Time Estimate: 15 minutes](#)
15. [City of Camas Proclamation of Civil Emergency COVID-19](#)
Presenter: Jamal Fox, City Administrator
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

EXECUTIVE SESSION

16. Executive Session – Topic: Potential Litigation (RCW 42.30.110)

ADJOURNMENT



City Council Workshop Minutes - Draft
Monday, May 03, 2021, 4:30 PM
REMOTE MEETING PARTICIPATION

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

SPECIAL MEETING

CALL TO ORDER

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

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith and Shannon Roberts

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

Press: No one from the press was present

PUBLIC COMMENTS

Carrie Schulstad, Downtown Camas Association (DCA), Camas, commented about the Trails to Table Challenge and First Friday.

WORKSHOP TOPICS

1. Lower Prune Hill Booster Pump Station and Reservoir Presentation
Presenter: James Carothers, Engineering Manager

Carothers reviewed the Booster Pump Station and Reservoir Reconstruction presentation. Discussion ensued.

2. Shoreline Master Program Periodic Review
Presenter: Phil Bourquin, Community Development Director

Bourquin provided an overview of the Shoreline Master Program recommendations from the Department of Ecology.

3. Enterprise Resource Planning Presentation
Presenter: Jamal Fox, City Administrator and Cathy Huber Nickerson, Finance Director

Fox and Huber Nickerson provided an overview of the Enterprise Resource Planning. Discussion ensued.

4. City of Camas First Quarter 2021 Financial Performance Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided a financial performance overview of the first quarter 2021. Discussion ensued.

5. Staff Miscellaneous Updates
Presenter: Jamal Fox, City Administrator

There were no updates from staff.

COUNCIL COMMENTS AND REPORTS

Smith announced that she will not seek re-election for City Council.

Burton, Chaney and Carter attended the Department of Ecology meeting regarding Georgia-Pacific.

Burton attended the Columbia River Economic Development Council (CREDC) spring luncheon and the Parks and Recreation Commission meeting.

Burton and Chaney attended the City/Schools meeting.

Chaney commented about the Conditional Use Permit (CUP) Decision and requested a review of City zoning codes. Discussion ensued. By a consensus of Council, City zoning will be placed on a future agenda.

Anderson will attend meetings of the Joint Policy Advisory Committee (JPAC) and C-TRAN. He attended an equity listening session and stated that another session is being planned.

Hogan commented about the Lacamas Watershed Committee.

Roberts commented about the CUP process, attended the Planning Commission meeting, and inquired about in-person meetings. Fox responded to Roberts' inquiry.

Carter attended the Southwest Washington restaurant owners meeting.

Mayor attended the Clark County Mayor's dinner and commented about future community development projects, police reform, and a community art advisory board.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 6:21 p.m.



City Council Regular Meeting Minutes - Draft
Monday, May 03, 2021, 7:00 PM
REMOTE MEETING PARTICIPATION

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

SPECIAL MEETING

CALL TO ORDER

Mayor Barry McDonnell called the meeting order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Melissa Smith and Shannon Roberts

Staff: Bernie Bacon, Phil Bourquin, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

Mayor provided a point of information that the 2021-2023 International Association of Fire Fighters (IAFF), Local #2444 Collective Bargaining Agreement was not ready to act upon during the meeting and would be placed on a future agenda.

PUBLIC COMMENTS

Heather Gulling, 1745 NW 29th Circle, Camas, commented about a Hearings Examiner decision.

CONSENT AGENDA

1. April 19, 2021 Camas City Council Workshop and Regular Meeting Minutes
2. \$600,731.56 Automated Clearing House and Claim Checks Numbered 147346 to 147449; \$2,321,396.13 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7907 to 7909 and Payroll Accounts Payable Checks Numbered 147339 to 147345
3. Memorandum of Understanding Camas School District Latecomer Agreement (Submitted by Steve Wall, Public Works Director)
4. Behavior Change Program on Pet Waste Interlocal Agreement (Submitted by Steve Wall, Public Works Director)

5. Final Plat Green Mtn. PRD Phase 2A (Submitted by Robert Maul, Planning Manager)
6. Change Order No. 1 2020 ADA Improvements
(Submitted by James Carothers, Engineering Manager)

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

NON-AGENDA ITEMS's

7. Staff

Fox provided updates about the Library's Read for Change program, kayak and paddleboard rentals at Lacamas Lake, and the results of the state legislative session. He commented about the status of the state's re-opening phases, public service recognition week, and the Engage Camas platform.

8. Council

Hogan commented about the Downtown Camas Association's (DCA) First Friday events.

Chaney commented about the departure of Dr. Jeff Snell as the Camas School District Superintendent.

MAYOR

Mayor commented about the fall elections and candidate submission deadlines.

9. Dementia Friends Month Proclamation

Mayor proclaimed May 2021, as Dementia Friends Month in Camas.

10. Public Service Recognition Week Proclamation

Mayor proclaimed May 2-8, 2021, as Public Service Recognition Week in Camas.

MEETING ITEMS

11. City of Camas Proclamation of Civil Emergency COVID-19
Presenter: Jamal Fox, City Administrator

It was moved by Hogan, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 16, 2020, be reaffirmed. The motion carried unanimously.

ITEMS REMOVED FROM THE AGENDA

12. 2021-2023 International Association of Fire Fighters (IAFF), Local #2444 Collective Bargaining Agreement
Presenter: Jennifer Gorsuch, Administrative Services Director

This item will be placed on a future regular meeting agenda.

PUBLIC COMMENTS

Terri Brandley, 2824 SW 6th Avenue, Camas, commented about Dementia Friends.

Christine Maxwell, 2225 NW Sierra Way, Camas, commented about the conditional use permit process.

ADJOURNMENT

The meeting adjourned at 7:21 p.m.

Write-Off EMS Consent (Verbiage Only)

\$91,673.84 April 2021 Emergency Medical Services (EMS) Write-off Billings; \$81,246.20 Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$10,427.64 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)

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



Staff Report – Consent Agenda

Aeration Basin #3 Cleaning Project (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.1563	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: Aeration Basin #3 Cleaning Project Completion Acceptance

Recommendation/Recommended Action/Action Requested: Accept the Aeration Basin #3 Cleaning Project as complete. Authorize staff to make final pay estimate to Cowlitz Clean Sweep Company.



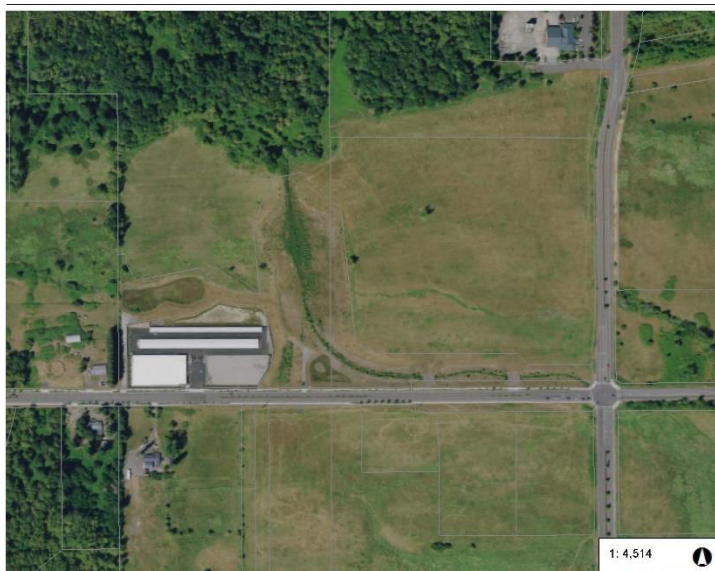
Staff Report – Consent Agenda

May 17, 2021 Council Regular Meeting

NW 38th Avenue (Ph 2) Wetland Monitoring Professional Services Amendment 1
(James Carothers, Engineering Manager)

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: This agenda item is to approve the amendment to the current professional services agreement for wetland mitigation monitoring and maintenance, in the amount of \$41,000.00, to Environmental Land Services (ELS). The wetland mitigation maintenance is a requirement of the City’s 20-year US Army Corps of Engineers permit (NWS 2013-746), which was issued as a requisite for the construction of Phase 2 of the NW 38th Avenue Roadway Improvement project. The original contract covered the first five years (2016-2020) of maintenance and monitoring. This amendment provides for next three years (2021-2023) of maintenance and monitoring.



**Figure: NW 38th Avenue Ph. 2 Road Improvement Project
Wetland Mitigation Site**

EQUITY CONSIDERATIONS:

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

Final approval from the US Army Corps of Engineers (Corps) of the mitigation site.

What is the data? What does the data tell us?

Per the yearly monitoring reports, which are based in part on the maintenance activities, the site is forecast to meet the Corps permit requirements.

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

N/A

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

N/A

What are the strategies to mitigate any unintended consequences?

N/A

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

No.

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

N/A

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

None.

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

Monitoring and maintenance reports are required to be submitted to the Corps and to the City for review. Any discrepancies are noted in the reports and maintenance activities are altered as required.

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

NA

BUDGET IMPACT: These three-year services will be covered by the Stormwater Fund .

RECOMMENDATION: Approve the amendment in the amount of \$41,000.00 to Environmental Land Services (ELS).



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 1__

616 NE 4th Avenue
Camas, WA 98607

Project No. SS-565C

NW 38th Avenue – Phase 2

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the ___ day of ___, 20___, by and between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Environmental Land Services (ELS), hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may herinafter be refered to collectively as the "Parties."

The Parties entered into an Original Agreement dated March 21, 2016, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Oriiginal 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, 2023
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 "B" (Costs for Scope of Services) with a total estimated not to exceed fee of:
a. Previous not to exceed fee: \$ 75,500.00 (not including sales tax)
b. Amendment No. 1 : \$41,000.00 (not including sales tax)
c. Total: \$ 116,500.00 (not including sales tax)
d. Consultant billing rates:
[X] Modification to Consultant Billing Rates per Exhibit "C" 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 _____, 20__.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____



March 24, 2021

Services Requested By:

City of Camas
Anita Ashton, Project Manager-Engineering
616 NE 4th Avenue
Camas, Washington 98607

Corps of Engineers Permit No. NWS 2013-746

Phone: (360) 817-7231

Fax: (360) 834-1535

E-mail: aashton@cityofcamas.us

Project Name — SS-565C NW 38TH Avenue Phase 2

Addendum number 1 to the Original City of Camas SS-565C NW 38TH Avenue Phase 2, Original Contract, Dated February 10, 2016

_____ Initial I understand the **Project Assumptions, Exhibit A.**

_____ Initial I understand the **Terms of Agreement, Exhibit B.**

_____ Initial ELS will bill on a time and materials basis for in-scope work completed under this agreement up to, but not exceeding the total estimate amount. Rate schedule is provided in **Exhibit C.**

_____ Initial I understand the **Plant/Large Woody Material Replacement Clause, Exhibit D.**

_____ Initial This estimate is valid for *30 days* from the date of this letter.

_____ Initial My correct contact and billing information have been provided above.

_____ Initial Prevailing wages **do not** apply to this project.

Acceptance and Agreement

I hereby authorize Ecological Land Services, Inc. to perform work as described in the Description of Services and Estimated Costs, with a Not-To-Exceed total of **\$41,000**. I accept the terms as stated in this Cost Proposal and Agreement and Exhibits, dated this _____ day of _____.

Signature
City of Camas



Michele McGraw
Ecological Land Services, Inc.

Printed Name, Title
City of Camas

EXHIBIT "A"
AMENDED SCOPE OF SERVICES

On-going services to include the following tasks:

Provide monitoring and maintenance activities for Years 6, 7, and 8 (2021, 2022, and 2023) of the required 10-year duration for Phase 2 of the NW 38th Avenue widening project, within parcel number 986033686 and 986033867.

Task 7a: Year 6 Monitoring (2021) no monitoring report required, off year.

Includes the following:

- Site visit and coordination with field crew to provide letter to City regarding status of the mitigation site

Estimate: \$4,000

Task 7b: Year 6 Maintenance (2021)

Includes the following:

- Focus maintenance and herbicide activities onsite following the “Target Weed Management Map”
- Mowing with weed eater around base of native plants installed within reed canarygrass field
- Coordinate with ELS Biologist as needed

Estimate: \$7,000

Task 8a: Year 7 Monitoring (2022)

Includes the following:

- Collect Year 7 monitoring data
- Collect invasive vegetation data
- Provide Year 7 draft Monitoring Report to City for review and submit final to agencies
- Coordinate with field crew as needed

Estimate: \$6,000

Task 8b: Year 7 Maintenance (2022)

Includes the following:

- Focus maintenance and herbicide activities onsite following the “Target Weed Management Map”
- Mowing with weed eater around base of native plants installed within reed canarygrass field
- Coordinate with ELS Biologist as needed

Estimate \$6,500

Task 9a: Year 8 Monitoring (2023) no monitoring report required, off year.

Includes the following:

- Site visit and coordination with field crew to provide letter to City regarding status of the mitigation site

Estimate: \$4,000

Task 9b: Year 8 Maintenance (2023)

Includes the following:

- Focus maintenance and herbicide activities onsite following the “Target Weed Management Map”
- Mowing with weed eater around base of native plants installed within reed canarygrass field
- Coordinate with ELS Biologist as needed

Estimate: \$6,500

Task 10: Project Contingency Fund

Includes the following:

- Provide additional services, on an as-needed basis, when approved and authorized by City. This amount shall not be exceeded without prior authorization from City. Authorization shall be in writing from City, which may be as an email notification.

Estimate: \$7,000

Task 7: 2021	\$ 11,000
Task 8: 2022	\$ 12,500
Task 9: 2023	\$ 10,500
Task 10: Contingency	\$ 7,000

Total Not-To-Exceed Estimate: \$ 41,000

* The above Not-To-Exceed Estimate is informational and for client budgeting purposes. ELS will invoice according to the NTE total, not the individual task amounts.

Account Balance: If at any time the **account balance for this project is beyond 30 days past due** work will cease until payment is received. **Current balance must be satisfied prior to final report being released to client.**

If payment of project invoices requires special arrangements, additional administrative costs may be incurred.

Important: The estimated cost proposal is based upon ELS's understanding of the scope of the project at the time of this estimate. If the work required to complete the project expands, due to unforeseen difficulties which are outside of ELS's control, billing will be adjusted in accordance with the additional work required. For any such expansion of work requested by client, ELS shall bill on a time and materials basis (see hourly rates, Exhibit C), materials or outside services needed to complete such work will be billed at cost with a handling fee (Item #4, Terms of Agreement, Exhibit B).

Not included in Estimate: application fees and costs, meetings and site visits beyond those specified within the estimate including those required by any regulatory agency, revisions requested by the client or regulatory agencies, post-application revisions or additions outside of the work quoted on the estimate, additional time and revisions related to changes required by regulatory agencies, additional time and reports related to opposition to the project and other time and expenses not specified within the estimate.

Project Assumptions

This Cost Proposal offered by ELS, Inc. is based upon the following standard assumptions. Should one or more of these assumptions be incorrect, change or otherwise be altered costs and time for completion of the project may be impacted.

Universal Project Assumptions:

1. No violations exist for the subject property.
2. Unless stated elsewhere within the proposal, no more than one field visit will be required by ELS, Inc. or its agents.
3. Site conditions during project work will not differ significantly from the conditions ELS, Inc. observed or assumed when creating this proposal. These observations or assumptions are based upon one or more of the following: a pre-proposal site visit, correspondence with the client, or information derived from aerial photography.
4. The client has the right to access the subject property and will grant ELS, Inc. and its agents right of entry as needed to perform any and all tasks requested or listed within the Cost Proposal and Agreement.
5. All portions of the subject property are easily accessible with minimal clearing required to access and navigate the site. No hazardous conditions or livestock will be present on the subject property at the time of any site visit.
6. Property information provided for the project is accurate and subject property boundaries are clearly marked and/or understandable.
7. ELS, Inc. will flag independently and leave flags onsite. Flags will remain in place and undisturbed for the duration of the project.

EXHIBIT "B"
AMENDED COSTS FOR SCOPE OF SERVICES

Terms of Agreement for Professional Services Provided by ELS

1. The client orders the professional services of ELS Said professional services may include jurisdictional wetland delineation, environmental report preparation, environmental permit applications, and other environmental related and consulting services.
2. ELS agrees to furnish and perform the professional services described herein in accordance with accepted professional standards. ELS agrees to perform said work in a timely manner, provided that ELS shall not be responsible for delays in completing said work that cannot reasonably be foreseen on date hereof, for delays which are caused by factors beyond their control, delays resulting from the action or inaction of any government agency or subcontractor not hired by ELS, or for delays resulting from the action or inaction of the client.
3. ELS makes no warranty, expressed or implied, as to their findings, recommendations, plans and specifications, or professional advice except that they were made or prepared in accordance with generally accepted practices. It is agreed that the professional services described herein shall be performed for the client's account. All past due accounts will be charged one percent per month or 12% per annum.
4. In the event that a subcontractor is needed for a project and the client wishes to have the subcontractor bill ELS directly, a 10% handling fee will be added to client invoice for this. In the event that permit costs are needed for a portion of a project and the client wishes to have ELS pay costs at time of request, a 10% handling fee will be added to client invoice for this service. Other project expenses paid in advance by ELS, a 10% handling fee will be added to client invoice for such costs. These costs can include; but not limited to: aerial photos, specialty maps, government documentation, color copies, oversized copies, film development and some field related supplies.
5. Sales tax will be applied to any project that includes: planting/installation and/or maintenance. The sales tax rate will be based on the site location of project. Sales tax will be applied to in-house copies, statement to be provided by ELS, when applicable.
6. The client and ELS each bind themselves, their partners, successors, executors, and assignees to the other party of this agreement and to the partners, successors, executors, and assigns of such other party in respect to this agreement.
7. By mutual agreement of the parties hereto, the client hereby agrees to indemnify, defend and hold harmless ELS from damages or liability of any character, including in part, personal injury, property damage, costs, expenses and attorney fees arising out of any negligent act, error or omission of the client, or any person or organization for whom client may be responsible.
8. The client shall be responsible for payment of all costs and expenses incurred by ELS for client's account; including any such moneys that ELS may advance for the client's account for any reasonable project related purpose.
9. Both the client and ELS have the right to terminate this agreement at any time by giving the other party three (3) days written notice thereof. In such case, ELS shall be paid in full for all services performed to the date of termination. Said charges shall be based on the percentage of project completion as of the termination date unless other arrangements have been made.
10. ELS reserves the right to withdraw this proposal if not accepted within 30 days.
11. If the client fails to pay as agreed and collection or other remedies are necessary, ELS shall be entitled to collect all costs of collection, including reasonable attorney's fees, costs and pre-judgment interest as allowed by contract.
12. In executing the Cost Proposal and Agreement, an electronic, facsimile, or other authorized reproduced or stamped signature may be used to sign and execute the agreement and shall have the same force and effect as a written signature.
13. All project-related written materials are created using best available science and professional judgment. Any content-related changes to project documentation that are requested by the client may result in additional fees billed on a time and materials basis. Any such changes are made at the client's own risk. Changes made by ELS at the request of the client may not stand up to agency scrutiny or review, may be rejected by regulatory agencies and may result in additional costs or delays.
14. This Agreement shall be governed by and construed in accordance with the laws of the borough, county, or province of the State of Washington in which the project is located. Any dispute which arises from this agreement shall be litigated within the borough, county, or province of the State of Washington in which the project is located.
15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

**EXHIBIT “C”
AMENDED CONSULTANT BILLING RATES**

Exhibit C

Standard Billing Rates 2021

The cost estimates presented in this proposal are based on the following standard billing rate of ELS:

\$ 197.00/hr.	President	\$ 83.00/hr.	Graphics Technician II
\$ 165.00/hr.	Professional	\$ 72.00/hr.	Graphics Technician I
\$ 124.00/hr.	Operations Coordinator	\$ 98.00/hr.	Field Operations Director
\$ 142.00/hr.	Biologist/Environmental Scientist V	\$ 61.00/hr.	Field/Forestry Supervisor
\$ 127.00/hr.	Biologist/Environmental Scientist IV	\$ 57.00/hr.	Field/Forestry Tech IV
\$ 103.00/hr.	Biologist/Environmental Scientist III	\$ 55.00/hr.	Field/Forestry Tech III
\$ 93.00/hr.	Biologist/Environmental Scientist II	\$ 50.00/hr.	Field/Forestry Tech II
\$ 83.00/hr.	Biologist/Environmental Scientist I	\$ 47.00/hr.	Field/Forestry Tech I
\$ 73.00/hr.	Biologist/Environmental Scientist	\$ 83.00/hr.	Project Coordinator III
\$ 109.00/hr.	Graphics Technician V	\$ 62.00/hr.	Project Coordinator II
\$ 103.00/hr.	Graphics Technician IV	\$ 52.00/hr.	Project Coordinator I
\$ 93.00/hr.	Graphics Technician III		
\$ 0.70/mile	Standard Mileage rate (travel to and from project site)		
Current Rate	Government Mileage rate (travel to and from project site)		
	Double the hourly rate Expert Witness Testimony/Litigation/Arbitration Support		

ELS rates are subject to change at the start of each calendar year.

Plant Replacement Clause

Within the first calendar year after planting, ELS will provide replacement for plant mortality due to planting error or non-viable plant stock if the planting areas meet all the criteria specified in the mitigation plan for site preparation including, but not limited to topsoil replacement, soil amendments, mulch application, and irrigation source(s). ELS will not provide replacement for plant mortality due to any other factors including, but not limited to vandalism, willful damage or destruction, animal interference, natural disasters, unsuitable soil conditions, inadequate third-party irrigation, or drought, flooding, extreme freezing, or other extreme weather conditions. ELS will not provide replacement for plant mortality after the first calendar year after planting. ELS shall be provided with written notice of any plant mortality for which it is responsible for replacing and shall be given reasonable opportunity to replace same prior to owner or primary contractor engaging any third party to replace any such plantings. ELS shall not be responsible for any costs whatsoever that may be associated with third parties replacing plants or irrigating for which ELS is responsible under this paragraph unless and until ELS has been provided with such reasonable opportunity to replace plantings and has failed to do so in a timely manner.

Large Woody Material Replacement Clause

ELS will not provide replacement for destruction or removal of large woody material due to factors including, but not limited to, vandalism and removal for firewood use by residents or non-residents.

To be posted on CITY of Vancouver website

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance (“GEM”) Services
1/1/2011 – 12/31/2015

This Agreement is made and entered into effective January 1, 2011, by and between the undersigned parties under virtue of Titles 39.34 and 47.28 RCW and ORS 190.007.

WHEREAS, the parties hereto are charged with the responsibility of constructing and maintaining their facilities, streets, roads, and highways and maintaining staff, equipment and materials to perform the necessary work; and

WHEREAS, a number of the parties to this Agreement have had in place since 2005 an Interlocal Agreement for the sharing of equipment and labor for services, roadway construction, roadway maintenance and facilities support, (filed under Clark County Auditor’s File No. 4391926IA); and

WHEREAS, the parties and public have benefited from the earlier Interlocal Agreement through greater efficiencies and economies of scale; and

WHEREAS, such interlocal cooperative effort has commonly been known as the “GEM” Agreement, which stands for grounds, equipment and maintenance; and

WHEREAS, this successor Interlocal Agreement is formed to be consistent with the provisions and term of the “Interlocal Cooperation Act” pursuant to Chapter 39.34 RCW, the provisions of the “Highways and Transportation Improvements Cooperative Agreements Act” pursuant to RCW 47.28.140, and with the provisions of ORS 190.007, Intergovernmental Cooperation; and

WHEREAS, it is believed that the need today for efficiencies and economies of scale for public agencies is greater than ever.

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached and incorporated and made part hereof,

//

//

//

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES

It is the purpose of this Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate by furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This will be done with the understanding that the work of the owner of the requested resources takes first priority.

2. PARTICIPATION

The initial parties to this Agreement are:

- Washington State, by and through the Washington State Department of Transportation (hereinafter referred to as “WASHDOT”)
- City of Vancouver, Washington (hereinafter referred to as “Vancouver”)
- Clark County, by and through its Public Works Department (hereinafter referred to as “Clark County”)
- City of Camas, Washington (hereinafter referred to as “Camas”)
- City of Battle Ground, Washington (hereinafter referred to as “Battle Ground”)
- City of Washougal, Washington (hereinafter referred to as “Washougal”), a municipal corporation organized under the laws of the state of Washington
- City of Ridgefield, Washington (hereinafter referred to as “Ridgefield”)
- City of Woodland, Washington (hereinafter referred to as “Woodland”)
- Town of Yacolt, Washington (hereinafter referred to as “Yacolt”)
- City of La Center, Washington (hereinafter referred to as “La Center”)
- City of Gresham, Oregon
- City of Portland, Oregon
- Clark County Fire District No. 5
- Clark County Fire District No. 6
- Port of Camas/Washougal
- Port of Vancouver
- Clark Public Utilities
- Clark Regional Transportation Agency (hereinafter known as “C-Tran”)
- Clark Regional Wastewater District (formerly known as the Hazel Dell Sewer District)
- Vancouver Public Schools
- Camas School District #117
- Battle Ground School District #119
- Evergreen School District #114
- Educational School District #112 (hereinafter known as “ESD 112”)
- Clark Regional Emergency Services Agency (hereinafter referred to as “CRESA”)

General purpose governmental jurisdictions and public service providers may in the future join in this agreement by executing a signature page pursuant to Section 21 of this Agreement.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may also be allowed to participate in similar or identical, but separate, service agreements.

3. TERM OF AGREEMENT

The term of this Agreement is for the period from January 1, 2011, through December 31, 2015. Such term may be extended in accordance with Section 4 of this Agreement. This Agreement supersedes the Interlocal Agreement dated December 19, 2005, filed under Clark County Auditor's File No. 4391926IA.

4. EXTENSIONS

The term of this Agreement may be extended in five-year increments from the date that this Agreement was initially executed by mutual written agreement of one or more of the parties. The extension agreements shall be executed at least fifteen (15) days prior to the expiration of the Agreement. If such Agreement is extended, then there will be a review of the cost of services provided under this Agreement. If such review(s) result in a finding of increased costs, then such increased costs will be available upon request. The Administrator for each respective party is authorized to approve and execute such five-year extensions without further authorization from the legislative or governing body of the respective governmental parties.

5. REQUEST FOR SERVICES

Each request for service shall be in writing and shall specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within forty eight (48) hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider" herein. The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User" herein.

6. PAYMENT

The parties to this Agreement agree that the User under this Agreement shall reimburse, upon request, the Provider for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between two separate parties may be waived by virtue of a written separate reciprocal agreement between the parties. Users will pay Provider's invoices in full within thirty (30) days of billing.

The maximum amount payable for work performed under this Agreement is fifty thousand dollars (\$50,000) per calendar year by each party to the Agreement.

7. RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this Agreement, in accordance with an accounting system as prescribed and approved by the Washington State Auditors Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for six (6) years after payment of the requested service.

8. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, that the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider shall be deemed an independent contractor and Provider's employees shall not be deemed employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

9. RIGHT OF ENTRY

The parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the parties have an interest, within or adjacent to the right of way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The respective parties to this Agreement shall select one Administrator per governmental entity. The Administrator will be specifically appointed by the legislative and/or governing body of the governmental entity/organization, and shall have full powers to act on behalf of his or her respective governmental entity/organization. The Administrator may appoint another person to act in his or her capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

In the event that a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either Agency. The dispute resolution hearing shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute.

In the event that any Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction in Clark County, Washington. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

A. Usage of Equipment. When using Provider equipment only, the User will protect, save and hold harmless and indemnify the Provider and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Provider or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the User's use of the Provider's equipment. In such cases, the User further agrees to defend the Provider and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Provider or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

B. Usage of Both Equipment and Labor. When the Provider provides both equipment and labor, the Provider will protect save and hold harmless and indemnify the User and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Provider's equipment and labor. In such cases, the Provider further agrees to defend the User and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the User or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

C. Waiver of Worker's Compensation Immunity. This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is thus otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Ch 656 ORS.

D. Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Provider and their agents or employees, and the User, its agents or employees, and involves those actions covered by RCW 4.24.115, both the Provider and the User shall be liable only to the proportional extent of their respective negligence.

13. CIVIL RIGHTS ACT

A. Nondiscrimination --Title VI of the Civil Rights Act. All participants agree to comply, and assure the compliance of each third party contractor and each sub-recipient at any tier of the Project, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

B. Equal Employment Opportunity – Title VII of the Civil Rights Act. All participants agree to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier

of the Project, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

14. FRAUD OR FALSE STATEMENTS

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, pertaining to use of any C-Tran / Federal Transit Agency (“FTA”) funded or assisted equipment used pursuant to this Agreement .

Each party also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the Federal Government under a contract that is financed in whole, or in part, by Federal assistance, the Government reserves the right to impose the penalties of 18 USC sec 1001 and 49 USC sec 5307 to the extent the Federal Government deems appropriate.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including those listed by reference in the Agreement between C-TRAN and the FTA, as they may be amended or promulgated from time to time during the term of this Agreement at any tier of the project. The party’s failure to do so shall constitute a material breach of this contract.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the contracting agency shall agree to participate in a drug and alcohol program established in compliance with the federal Department of Transportation 49 CFR 653 and 654. Employees who perform “safety-sensitive” functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by the following personnel who:

- 1) operate revenue service vehicles including when not in revenue service,
- 2) operate non-revenue service vehicles that require drivers to hold commercial driver’s licenses (CDLs),
- 3) dispatch or control revenue service vehicles,
- 4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies,
- 5) provide security and carry a firearm.

The FTA has also determined that regulations apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories included supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency’s Drug and Alcohol Policy from their respective Human Resources Departments.

17. ACCESS TO RECORDS

All participating agencies agree to maintain records and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the participating agency, the FTA, or the Comptroller General have disposed of all litigations, appeals or claims related to this cooperative activity.

18. INCORPORATION OF FTA TERMS AND CONDITIONS

The preceding provisions include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as “DOT”) whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT as set forth in the FTA Circular 4220.1F, dated November 1, 2008 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency’s requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

19. TERMINATION OF AGREEMENT

The right is reserved by the parties to this Agreement to terminate the agreement at any time by giving thirty (30) days written notice to the other party or parties.

20. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 and Chapter 47.28 RCW and pursuant to ORS 190.007, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 18. Its manner of financing and of establishing and maintaining a budget therefore is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

21. DOCUMENT EXECUTION AND POSTING

The parties agree that this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of an original of this Agreement, and posting of a copy of a party’s executed signature page on the City of Vancouver’s website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

The parties agree that subsequent parties may also sign original signature pages to this Agreement that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of such

signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding up such subsequent parties.

22. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

23. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

24. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS

City of Vancouver
City Clerk’s Office
PO Box 1995
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance (“GEM”) Services
1/1/2011 – 12/31/2015
(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services (“GEM” Interlocal) - 1/1/2011 – 12/31/2015, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

(Signature)

(Printed Name/ Title)

(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for _____

EXHIBIT B – SIGNATURE PAGE – EXTENSION

To be posted on City of Vancouver website

RETURN
ADDRESS City of
Vancouver City
Clerk’s Office PO
Box 1995
Vancouver, WA 98668-1995

**Pacific Northwest Interagency Cooperative
Extension of
Intergovernmental Agreement For
Grounds Equipment and Maintenance (“GEM”) Services
1/1/2021 – 12/31/2025
(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to extend and abide by the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services (“GEM” Interlocal – 1/1/2011 to 12/31/2015) from 1/1/2021 – 12/31/2025, the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

City of Camas

(Signature)

(Printed Name/ Title)

(Date)

Attested to:

(Signature)

(Printed Name/ Title)

By: _____

Approved as to Form:

(Signature)

(Printed Name/ Title)

Attorney for



Staff Report

February 16, 2021 Council Workshop

Interlocal agreement renewal with East County Fire and Rescue

Presenter: Nick Swinhart, Fire Chief

Phone	Email
360.817.1532	nswinhart@cityofcamas.us

BACKGROUND: Since 1978, CWFD has provided ambulance response and transport to the residents of East County Fire and Rescue through an interlocal agreement (ILA). The most recent iteration of this agreement expired in 2020. Council and ECFR Board agreed to extend the contract for 1-year, to allow more time for evaluating needed changes to a long-term ILA renewal.

SUMMARY: CWFD staff met with ECFR Board members and the fire chief and employed financial consultant Paul Lewis for assistance in reviewing the agreement. The attached ILA ultimately had no substantive changes outside of some language cleanup and updated term. The ECFR Board has approved of the new ILA and the City Attorney has reviewed as to form. Washougal City Manager David Scott has also been updated and expressed no issues with the new ILA.

EQUITY CONSIDERATIONS:

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

Council discussion of this ILA at workshop and subsequent approval of the renewal on the regular meeting consent agenda of the May 17 meeting.

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

The data demonstrates that it is beneficial to both ECFR and the City of Camas to have this new ILA approved.

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

There has been no specific community outreach on this topic outside of discussion in open public meetings at previous Council workshops and ECFR Board meetings.

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

The citizens of both Camas and ECFR will benefit from this continued service, which provides for ambulance response and transport to rural ECFR residents. There is no anticipated burden from this ILA.

What are the strategies to mitigate any unintended consequences?

The continuation of this ILA will be evaluated on an on-going basis by the East County Ambulance Advisory Board, which meets quarterly.

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

The renewal of this ILA would have no known differential impact on underserved populations. If the ILA were not renewed, citizens of ECFR would be disproportionately impacted as they would lose ambulance response and transport coverage.

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

Renewal of this ILA will not directly impact ADA accessibility.

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

Elected officials in both Camas and ECFR have previously expressed interest in renewing this ILA, so there should be no political hurdles. Operations will not be impacted as it will be a continuation of current practices.

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

The East County Ambulance Advisory Board meets quarterly and will provide ongoing supervision and continual review of this agreement.

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

N/A

BUDGET IMPACT: There will be no negative budgetary impact by approval of this ILA.

RECOMMENDATION: Discussion at workshop and Council approval of this item on the May 17 regular meeting consent agenda.

EMERGENCY MEDICAL SERVICES AGREEMENT

AGREEMENT made this day by and between EAST COUNTY FIRE and RESCUE "ECFR," and the CITY OF CAMAS "City", hereinafter referred to as "Parties" or "Taxing Districts."

RECITALS

1. The City has provided ECFR with Emergency Medical Services including Advanced Life Support (ALS) and Emergency Medical Transport Services within ECFR by contract since 2006, and
2. The Parties desire to continue to operate an Emergency Medical Services program including Advanced Life Support (ALS) and Emergency Medical Transport Services within their respective Taxing Districts, and
3. The City also provides Emergency Medical Services including Advanced Life Support (ALS) Emergency Medical Transport Services within the City of Washougal, and
4. Each Party has obtained funding for such a program by means of an Emergency Medical Services Property Tax Levy as provided for by RCW 84.52.069 "EMS Levy", and
5. The City renewed its EMS Levy in 2018 for the levy year 2019 at the new rate of forty-six cents (\$.46) per one thousand dollars (\$1,000.00) of the assessed valuation of property, and
6. ECFR renewed its EMS Levy in 2020 at a rate of thirty-five cents (\$.35)) per one thousand dollars (\$1,000.00) of the assessed valuation of property, and
7. The Parties desire to enter into this Agreement to replace all prior Emergency Medical Services Agreements, and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **EMERGENCY MEDICAL SERVICE.** On and after January 1, 2021 through December 31, 2026 the City of Camas shall furnish Emergency Medical Services including Advanced Life Support (ALS) and Emergency Medical Transport Services to each Party within the boundaries of the parties to this Agreement. The City of Camas shall administer this contract, including employment of personnel required to perform such ALS Emergency Medical Transport Services and provide the transportation equipment; provide EMS training, Ongoing Training and Evaluation Program (OTEP) as required by Washington Department of Health; provide enhanced EMS training each year of the agreement and make Paramedic Continuing Education Program (PCEP) available in electronic format on-line ; and provide all supplies required for such emergency services. No new separate legal or administrative entity shall be created to administer the provisions of this agreement.

2. **ADVISORY BOARD.** An Advisory Board is hereby created in which the City of Camas the City of Washougal, and ECFR shall each be represented by two (2) members consisting of one (1) member of its legislative body, and its fire chief or other person as may be designated by its chief executive officer. The Board shall adopt by-laws for the administration of said body, and a written copy thereof shall be provided to each Taxing District. Unless otherwise designated, all meetings of the board shall be held at the City of Camas. Regular meetings shall be held four times per year. Special meetings may be requested by any Taxing District upon timely notice to the Camas Fire Chief specifying the requested meeting date and the intended agenda for the meeting. Said Advisory Board shall recommend and formulate written guidelines regarding fee rates, level of ambulance services, support of Taxing District medical first response programs, and for improving and coordinating said service throughout the respective districts.
3. **CONTRIBUTED FUNDS.**
- 3.1. In consideration of the services to be rendered by the City of Camas pursuant to this Service Agreement, ECFR shall pay to the City of Camas each year during the term of this service Agreement all of its EMS property tax levy as collected and as limited by Chapter 84.55, RCW (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions). In no event shall ECFR levy at a rate less than authorized by chapter 84.55 RCW without the advance written consent of the City.
- 3.2. The City of Camas shall contribute all of its EMS property tax levy as collected and as limited by Chapter 84.55, Revised Code of Washington (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions).
- 3.3. The obligation of each Taxing District is contingent on the other Taxing Districts' obtaining all necessary voter approvals for their contributions
- 3.4. ECFR shall make such arrangement and do such other things as may be necessary so that the Clark County Treasurer's office shall remit all ECFR Emergency Medical Services levy funds directly to the City of Camas.
- 3.5. The City of Camas agrees that all funds received pursuant to this Service Agreement shall be deposited in the City of Camas Emergency Rescue Fund and shall be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, administrative costs, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical service.
4. **OWNERSHIP OF PROPERTY.** All equipment and supplies purchased by the City of Camas for purposes of performing its obligations under this agreement shall be owned by the City of Camas. Upon termination of this agreement by either Party, however, such equipment and supplies held by the terminating Party shall be the property of and remain with the terminating Party at the time of termination. In the event of dissolution of the emergency medical rescue and licensed ALS ambulance transport service created by this

agreement, assets purchased by the City of Camas with Emergency Rescue funds, shall be distributed consistent with a process decided by the Advisory Board and approved by the legislative bodies of each Party at the time of dissolution.

5. **RATES.** Notwithstanding the provisions in Section 3 hereof requiring financial contributions from ECFR, the City of Camas shall be allowed to charge for services to be rendered hereunder as per the prevailing rates established by resolution adopted by the Camas City Council from time to time. Any increases or adjustments to said rates shall be reviewed and approved by a majority of the members of the Advisory Board for consistency with established rate guidelines prior to adoption by Camas City Council resolution.
6. **HOLD HARMLESS AND INSURANCE.** The City of Camas shall defend, indemnify and hold ECFR, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or wrongful conduct of the Taxing Districts. The City of Camas further agrees to maintain during the term of this agreement liability insurance in an amount as provided for in the WCIA Joint Protection Program protecting itself, its officers and employees, and the Taxing Districts, their officers and employees, from claims of all persons for damages arising out of negligence or wrongful conduct by the City of Camas, its officers and employees, in the providing of emergency medical services pursuant to this agreement.
7. **TERM:** Unless earlier terminated pursuant to Section 9, this agreement shall commence on January 1, 2021, and terminated on December 31, 2026. The parties agree, no later than March 1 of 2026 to meet and negotiate in good faith the levy rates for each parties EMS levy measure for the following six years. In the event this agreement is not renewed all obligations of all parties to this agreement shall cease. All funds remaining in the City of Camas Emergency Rescue Fund as of December 31, 2020 shall be expended for ambulance and emergency aid services.
8. **SEVERABILITY.** If any section or part of this Service Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Service Agreement.
9. **TERMINATION.** Either Party to this Service Agreement may terminate their participation in the Service Agreement by delivering a written notice of termination not less than six (6) months in advance of the desired termination date and by specifying in that notice both the facts of and the reason for that termination. The Party terminating its contractual relationship shall continue to contribute funds in accordance with Section 3 of this agreement until the desired termination date. All funds so contributed shall be expended only for the ambulance and emergency aid services. This Service Agreement may be terminated at any time upon unanimous written agreement of all parties to this agreement.
10. **AGREEMENT ON FILE.** This Agreement shall either be filed with the County Auditor or listed on each Party's website in compliance with RCW 39.34.040. The failure to correctly list this Agreement shall not nullify any term of this Agreement.

DATED: _____, 2021

DATED: _____, 2021

CITY OF CAMAS

EAST COUNTY FIRE and RESCE

By : _____
Mayor

By : _____
Chair of the Board

Attest:

City Clerk

~ PROCLAMATION ~

WHEREAS, America has been continually renewed and enriched by the many different people who choose to come here and become our fellow citizens; and

WHEREAS, each brings a part of his or her own heritage, which over time becomes part of our common heritage; and

WHEREAS, generations of Asian Americans have helped make America what it is today; and

WHEREAS, there are more than 500,000 Taiwanese Americans in the United States, with a significant Taiwanese American population in Camas, WA; and

WHEREAS, Taiwanese Americans have made enormous contributions to the diversity and prosperity of American society as successful and notable artists, Nobel Laureate scientists, researchers, human rights activists, and business leaders; and

WHEREAS, Taiwanese Americans are proud of their roots and of their vital role in the continued growth of our nation; and

WHEREAS, during the current corona virus pandemic, the country of Taiwan and Taiwanese Americans have donated millions of masks and Personal Protective Equipment to hospitals and organizations in the U.S. and around the world, representing the spirit of generosity that the Taiwanese people and Taiwanese Americans are known for; and

WHEREAS, during this special week, Taiwanese Americans are able to embrace America's diversity and celebrate the spirit of community that binds us together as one nation;

NOW THEREFORE, I, Ellen Burton, Mayor Pro Tem of the City of Camas, do hereby proclaim May 16 - 22, 2021, as:

"Taiwanese American Heritage Week"

in Camas, Washington and encourage all citizens to join in this observance.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 17th day of May, 2021.

Ellen Burton, Mayor Pro Tem



Staff Report

May 17, 2021 Council Workshop

Professional Services Agreement with Merina +CO

Presenter: Nick Swinhart, Fire Chief

Phone	Email
360.817.1532	nswinhart@cityofcamas.us

BACKGROUND: Since 2014, CWFD has been in a functional consolidation that brought together CFD and WFD in to one organization. The financial cost-sharing agreement that comprises the merger ILA has led to difficulties in the ability of both cities to fund the growing needs of the fire department. Updating/changing the cost-share formula was identified in the organizational scan conducted by the Novak Group. At the 2/16/21 workshop, Council gave direction to begin an RFP process to solicit assistant from a consulting group to conduct a facilitated review of the merger.

SUMMARY: The cost sharing formula that forms the basis of the CWFD merger has created friction in the partnership, and has at times, threatened the continuance of it. Both cities have expressed frustration at their inabilities to fund the necessary growth of the fire department. Councils in both cities have expressed interest in having a facilitated review of the merger completed in 2021. Three proposals were received and administration from both cities has selected Merina +CO as the most qualified to conduct this assessment. Merina +CO will make a short presentation and will be available for Council questions.

EQUITY CONSIDERATIONS:

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

Council discussion of the proposed vendor contract with Merina +CO. The contract will be placed on the regular council agenda for May 17.

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

The data shows that both cities are having difficulty funding the department with the current cost-share agreement and that the department needs assistance in reviewing the partnership by an outside neutral vendor.

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

There has been no community outreach on this topic at this time, but Council and the public will be involved and afforded the opportunity for discussion on any proposed changes to the merger ILA.

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

The fire department will benefit from a stabilized funding mechanism that this assessment may provide. The fire department budget will be negatively burdened by approval of this item, but there are adequate reserves available to fund the contract.

What are the strategies to mitigate any unintended consequences?

There will be discussion with council and the public to ensure that any potential increase in the cost-share formula, or in the partnership, are supported by the facts and the data.

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

Changing the cost-share formula or the partnership structure itself, such that it becomes desirable to both communities, would benefit underserved populations. If the CWFD merger were to end, response times would increase. This would negatively impact underserved populations and people living with disabilities, as they tend to be more frequent users of the EMS system.

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

This item will not directly impact ADA accessibility.

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

Council has given direction that a facilitated review of the partnership is needed, so there should be no political challenges. There will be no operations challenges posed by this contract.

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

The vendor chosen to conduct the facilitated review of the merger will be monitored closely for results. City administration member, elected officials, and fire department officials, will be closely involved in this process.

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

Changing or modifying the cost-share formula of our service merger was recommended in the organizational scan conducted by the Novak Group.

BUDGET IMPACT: Hiring Merina +CO to conduct the facilitated review will have a budgetary impact that can be accommodated by CWFD reserves. Changes in the cost-share formula could have future budgetary impacts in both cities.

RECOMMENDATION: Discussion with staff and representatives from Merina +CO. This contract will be on the May 17 regular council agenda for approval.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. ____.

JOINT FIRE AND EMS SERVICE REVIEW

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Merina+Co 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 Joint Fire and EMS Service Review.
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 February 1, 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 under this agreement as follows:
a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" 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 attached as Exhibit "A".
b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant 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 defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. 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 "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** 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:

City Administrator
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-834-6864
 EMAIL: jfox@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Rob Moody, Partner
 Merina+Co
 7624 SW Mohawk Street
 Tualatin, OR 97062
 ADDRESS
 PH: 503-730-2243
 EMAIL: rmoody@merina.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 arbitator'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 _____, 2021.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

EXHIBIT "A"

**SCOPE OF SERVICES / COSTS FOR SCOPE OF SERVICES / CONSULTANT
BILLING RATES**

EXHIBIT “B”
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.

April 21, 2021

Nick Swinhart, EFO, CFO, MIFireE
Fire Chief
Camas Washougal Fire Department
616 NE 4th Avenue, Camas, WA 98607

We are pleased to confirm our understanding of the services we are to provide for the Camas-Washougal Fire Department (Department). This letter will serve as the formal arrangement letter for the services you have requested our firm to perform and the terms for the engagement. We encourage you to read this letter carefully as it includes important information regarding the services to be performed. If there are any questions on the content of the letter, or the services we will be providing, we welcome the opportunity to meet with you to discuss this information.

Services to Be Performed

At your request and under your direction, we will perform a facilitated analysis of the existing partnership between the Cities of Camas and Washougal, Washington for joint Fire and EMS services. Our work will include the following tasks:

Phase 1: Project Initiation

1. Task 1: Project Management and Kick-Off: Merina+Co (MCO) to provide ongoing project management and communication throughout the term of the project.
2. Task 2: Information Gathering: MCO to conduct a thorough information gathering stage including requesting and reviewing various documentation and conducting stakeholder interviews.

Phase 2: Partnership Review and Analysis

3. Task 3: Define Success and Evaluation Criteria: MCO to facilitate a collaborative and inclusive discussion with key stakeholders from each organization to establish and define key drivers of success. Includes up to three (3) facilitated work sessions with key stakeholders from the City of Camas, the City of Washougal, and a combined stakeholder group to establish success criteria.
4. Task 4: Existing Partnership Analysis: MCO to conduct a detailed and thorough evaluation of the existing partnership's strengths and weaknesses through the lenses of each City and the combined community. Analysis will include an evaluation of the current agreement between ECFR and the City of Camas. Includes up to one (1) work session with key stakeholders to validate results of the analysis and establish a go/no-go decision for including ECFR in the alternatives analysis moving forward.
5. Task 5: Alternatives Analysis: MCO will generate a comprehensive and broad list of alternatives based on benchmarking against peer organizations and other inter-agency partnership models.

Alternatives will be evaluated against established success criteria. Includes up to one (1) work session with key stakeholders to review alternatives analysis.

Phase 3: Reporting:

- 6. Task 6: Recommendations: MCO to prepare a draft report summarizing the results of the evaluation and outlining recommendations for the preferred future of Fire and EMS services for review. A final report and presentations/public testimony will be provided, as required.

MCO will not assume management responsibilities on behalf of the Department, the City of Camas, or the City of Washougal. However, we will provide advice and recommendations to assist management in assuming its responsibilities.

City’s Responsibilities for This Engagement

As a client of MCO, the Department and Cities of Camas and Washougal assume the following responsibilities in connection with our provision of the services identified above:

- 1. Assumption of all management responsibilities.
- 2. Designation of an individual who possesses suitable skills, knowledge, and/or experience to oversee the services. That individual is identified as Nick Swinhart, Fire Chief.
- 3. Evaluate the adequacy and results of the services provided.
- 4. Acceptance and responsibility for the results of services.

MCO’s Responsibilities for This Engagement

We will perform the identified services in accordance with the applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. We may advise you on certain matters related to the services provided, but you must make all management decisions regarding those matters.

Fees/Time/Withdrawal

Due to the nature of this project, our firm will progress bill based on work completed at the end of each month. Our fees for the services outlined above are not expected to exceed **\$94,770**. Services will be billed up to the not-to-exceed amount at our standard hourly rates as follows:

Partner	\$225/\$112.50 for travel
Senior Consultant	\$150/\$75.00 for travel
Consultant	\$135/\$67.50 for travel

All out of pocket expenses incurred will be billed at actual cost and supported with receipts. You agree that if you fail to pay for services rendered or expenses incurred for this engagement we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten (10) days after the mailing of written notice to you at the same address to which invoices are sent. You recognize that any discontinuance of work or withdrawal by us could seriously

Camas Washougal Fire Department
April 21, 2021
Page 3

harm your interests, but nevertheless specifically give your consent to do so and to any court of law, arbitrator, or other form to allow us to withdraw if we choose to withdraw from this engagement for any reason at our sole discretion.

Mediation/Arbitration

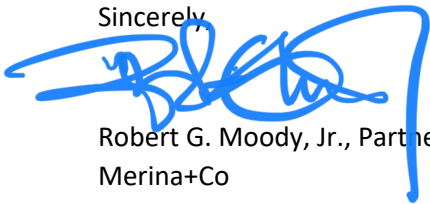
If any dispute arises amongst the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Cost of any mediation proceeding shall be shared equally by all parties.

The Department and MCO both agree that any dispute over fees charged by MCO to the Department will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by MCO, each of us is giving up the right to have the dispute decide in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Conclusion

This letter sets forth the entire agreement relating to our consulting services. This letter supersedes any prior agreements discussions, or undertakings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement.

Sincerely,



Robert G. Moody, Jr., Partner
Merina+Co

The above letter confirms our understanding of the services to be performed and limitations of those services.

Camas Washougal Fire Department

Printed Name: _____

Title: _____

Signature: _____

Date: _____



Staff Report

May 17, 2021 Council Workshop

American Rescue Plan Act Funding

Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

BACKGROUND: This presentation is to review the American Rescue Plan Act funding and begin the discussion of potential uses for the funds.

SUMMARY: The United States Congress approved the American Rescue Plan Act (ARPA) on March 11, 2021 to provide a \$1.9 trillion package to provide direct relief to states, counties, cities and towns as well as public utilities, libraries and transit agencies. As a community of 50,000 or less, the City of Camas will receive a distribution of these funds over four years from the Washington State Department of Commerce. It is currently estimated Camas may receive approximately \$5 million.

The funds can be used for:

- To respond to public health emergency caused by COVID-19,
- To provide assistance to households, small businesses, and nonprofits related to the negative economic impacts of COVID-19,
- To aid impacted industries such as tourism, travel and hospitality,
- For premium pay (hazard pay) up to \$13/hour, not to exceed \$25,000 to any individual employee, to eligible government essential workers,
- For grants to eligible private employers to provide hazard pay to essential workers,
- To provide government services to the extent of the reduction in revenue of such cities/counties due to COVID-19 relative to revenues collected in the most recent full fiscal year prior to the emergency (for cities in Washington, the baseline would be the calendar year 2019 budget),
- To make necessary investments in water, sewer, or broadband infrastructure.

Staff will provide a presentation updating Council on the most recent information regarding ARPA.

EQUITY CONSIDERATIONS: What are the desired results and outcomes for this agenda item? The intent of the presentation is to provide City Council on ARPA status and uses.

What’s the data? What does the data tell us? The US Treasury has provided high level guidance. As the City receives information, staff will update Council.

How have communities been engaged? Are there opportunities to expand engagement? Not at this point, since the information is not defined enough but the intention of staff is to develop a public engagement component to the allocation of funds.

Who will benefit from, or be burdened by this agenda item? This agenda item is intended to benefit citizens and the community to offset the negative impact the pandemic has had the economy.

What are the strategies to mitigate any unintended consequences? Staff is monitoring for updates on ARPA daily and will plan accordingly.

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

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

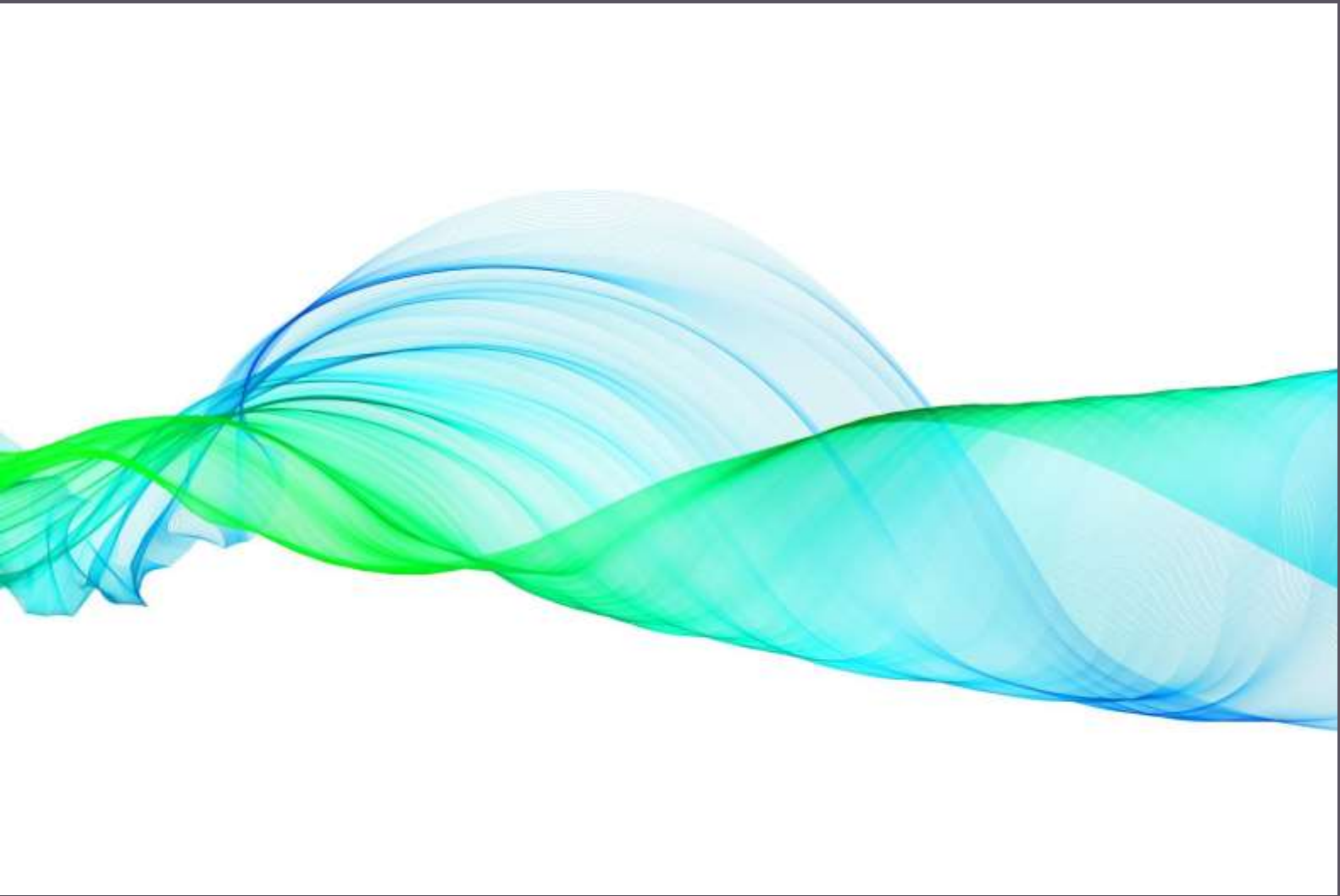
What potential hurdles exists in implementing this proposal (include both operational and political)? As will any funding, it is difficult to ensure all needs are met and as a result some prioritization will need to occur.

How will you ensure accountabilities, communicate, and evaluate results? The Finance Department will provide updates of the ARPA to City Council.

How does this item support a comprehensive plan goal, policy, or other adopted resolution? This item is intended to bridge financial gaps due to loss revenue during the pandemic which impact ability to maintain service levels.

BUDGET IMPACT: The estimated revenue to the City is approximately \$5.3 million over two years and to be spent in four.

RECOMMENDATION: This item is for Council information only.



AMERICAN RESCUE PLAN ACT (ARPA)

City of Camas

What is ARPA?

ARPA was signed into law on March 11, 2021

Provides direct relief to all municipalities with \$350 billion for the Coronavirus State and Local Fiscal Recovery Funds.

What are the components of ARPA?



What type of grant is the CLFRF grants?

Formula grants – under the formula every municipal government is entitled to receive a calculated share of the \$65.1 billion for cities, towns and villages.

How will Camas receive the CLFRF funds? And how much?

Through the State of Washington but unlike CRF funds, the aid to Camas is protected from state or county interference by statutes and penalties

Camas as a City of a population below 50,000 will be allocated per capita calculation with a cap of 75% the City's most recent budget as of 1/27/20. Early estimate was \$5,317,633

What is Camas responsible to do?

**Report to the US Department of Treasury
how the funds were spent (more direction
is coming)**

**Expect Single Audits through fiscal year
2024**

When will Camas receive the funds? And the deadline to spend the funds?



What can the funds be used for?

Responding	Responding to the COVID-19 pandemic
Covering	Covering costs incurred from the public health emergency
Replacing	Replacing lost, delayed or decreased revenues due to COVID-19
Addressing	Addressing the negative economic impacts on local businesses and nonprofits
Making	Making necessary investments in water, sewer, and broadband infrastructure

QUESTIONS



Staff Report

May 17, 2021 Council Workshop

Nonprofit Funding Process Proposal

Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

BACKGROUND: This presentation is to review the new Nonprofit Funding Process proposal.

SUMMARY: This presentation will introduce the new Local Nonprofit Organizations Requesting Funding Process. The presentation will provide the purpose, the intent of the new process, the application criteria and how the process will be incorporated into the City’s budget process.

EQUITY CONSIDERATIONS: What are the desired results and outcomes for this agenda item? The intent of the presentation is to provide City Council an overview of the new funding model available to nonprofits.

What is the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? This is a first touch to introduce the process to the community. Interested parties can provide comments for staff’s consideration.

Who will benefit from, or be burdened by this agenda item? The intent of the process is to provide a transparent and equitable process for nonprofits in the City to receive funding to provide gaps in community needs. In addition, it will provide better documentation for the City in the State audit process.

What are the strategies to mitigate any unintended consequences? The City can adjust the process when unintended consequences arise.

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. This agenda item should provide opportunities for the City to serve gaps in service coverage.

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

What potential hurdles exists in implementing this proposal (include both operational and political)? City staff will work to automate the process as much as possible.

How will you ensure accountabilities, communicate, and evaluate results? The Finance Department will provide annual updates of the program to City Council.

How does this item support a comprehensive plan goal, policy, or other adopted resolution? This item should address prior audit concerns regarding funding entities outside the City.

BUDGET IMPACT: The cost of the program would depend upon participation and Council will control the impact through the budget process.

RECOMMENDATION: This item is for Council information only.

City of Camas

New Nonprofit Funding Process

Purpose



Policy Statement

City has no statutory requirements to fund local nonprofits

City may elect to provide funding to carry out programs that serve to :

- Fill in a critical gap that may exist between govt services and community needs
- Provide more cost effective or operationally expedient services than the City
- Complement or enhance a vital City service at a reduced cost

City will set aside funding and a process with involve:

- Funding as recommended by the Mayor or City Administrator and with consultation with Finance Director
- City Council will consider:
 - Each Application
 - Mayor's Community Advisory Committee (MCAC) recommendations
 - Urgency of the need
 - Value to the Camas

Eligibility

501c3 designation

Purpose to promote, provide or support important services of the community

Conduct activities or programs in the City limits

Able to provide documentation of ongoing services

Governed by volunteer board of directors (no compensation)

Financial management is subject to independent audit/review at year-end

Application Packet

- Application Packet due to City Finance Department
 - Local Nonprofit Program Funding Application
 - Copy of the proposed program budget
 - List of board members (name, address term and office)
 - Equity Statement
 - Non-discrimination statement consistent with Federal and State laws
 - Conflict of Interest Statement
 - IRS tax exemption documentation
 - Most current IRS Form 990 or 990EZ
 - Audited, reviewed or compiled financial statements for most current 2 fiscal years.

Application Criteria

The City funded programs must be equally available to all members of the Camas community

Nonprofit can demonstrate its ability to provide the proposed program

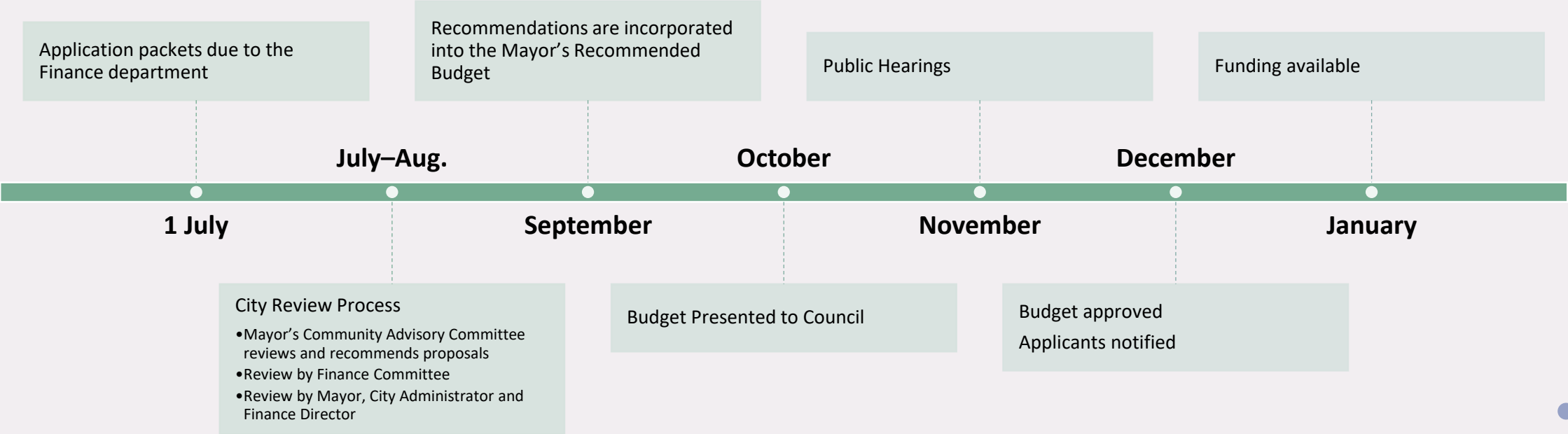
Clearly demonstrates the need for funding the proposed program

Identifies the number of Camas residents impacted by the program

Renewal requests shall indicate the actual number of Camas residents served during the funded period

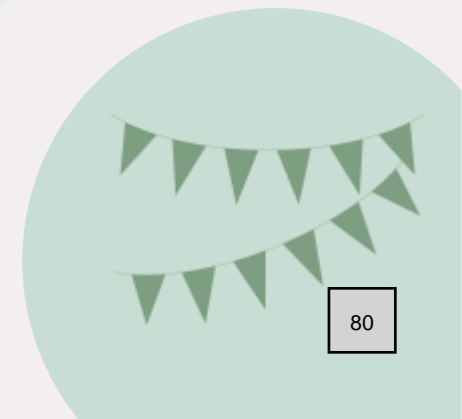
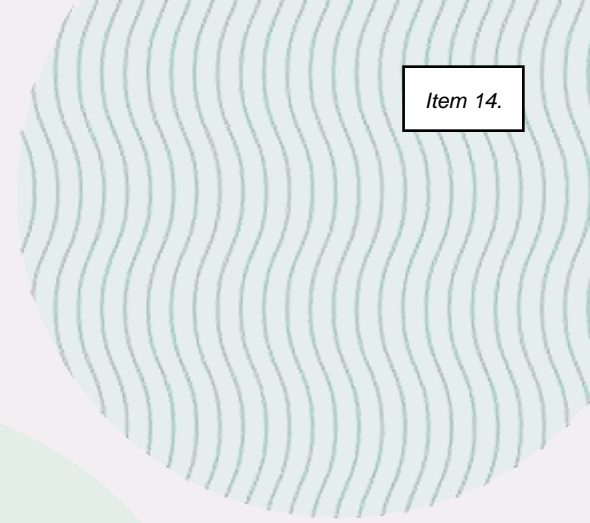
If the proposal requests funds that replicate services already provided by the City, the proposal must demonstrate an unmet service demand or will deliver comparable services at significantly lower cost than the current services by the City

Timeline tied to City Budget Process



Questions

Item 14.



PROCLAMATION OF CIVIL EMERGENCY

CITY OF CAMAS, WASHINGTON

Whereas, Camas Municipal Code Section 2.48.020 provides that in the event an emergency occurs which causes or is tending to cause danger or injury to persons or damage to property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare then the Mayor may proclaim a civil emergency to exist; and

Whereas, in the interest of public safety and welfare, Washington state law under Chapter 38.52 RCW sets forth certain powers exercisable by municipalities in the event of emergencies; and

Whereas, Camas Municipal Code Chapter 8.56 sets forth additional procedures and powers related to Emergency Management; and

Whereas, on February 29, 2020, Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the coronavirus 2019 (hereafter COVID-19); and

Whereas, on March 13, 2020, the Clark County Council announced a state of emergency resolution for Clark County regarding COVID-19. Similar emergency declarations have been issued in Washington, Multnomah, and Clackamas counties in the Portland metropolitan area; and

Whereas, on March 13, 2020, Governor Inslee ordered all K-12 public and private schools in Washington State to close by no later than March 17, 2020 and remained closed through April 24, 2020, further ordering on March 16, 2020 a statewide emergency proclamation to temporarily shut down restaurants, bars and entertainment and recreational facilities and ban all gatherings with over 50 participants, with all gatherings under 50 participants to be prohibited unless previously announced criteria for public health and social distancing are met; and

Whereas, on March 13, 2020, President Donald Trump declared a national emergency in the United States of America related to the COVID-19 outbreak; and

Whereas, as of March 14, 2020, the Washington State Department of Health reported a total of 642 confirmed cases of COVID-19 with 40 resulting deaths. As of March 14, 2020, at least 3 confirmed cases of COVID-19 have been reported in Clark County; and

Whereas, as reported by the Washington State Department of Health:

Public health experts agree that the true number of people who have been infected with COVID-19 in Washington greatly exceeds the number of COVID-19 infections that have been laboratory-confirmed. It is very difficult to know exactly how many people in Washington have been infected to date since most people with COVID-19 experience mild illness and the ability to get tested is still not widely available; and

Whereas, as Mayor of the City of Camas I have determined that it is necessary to proclaim the existence of a civil emergency and to take such actions as may be required to effectively utilize city resources in the protection of the public health, safety and welfare;

NOW, THEREFORE I, Barry McDonnell, Mayor of the City of Camas, Proclaim as follows:

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2.48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18th DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell

SUPPLEMENT TO PROCLAMATION OF CIVIL EMERGENCY
ISSUED MARCH 18, 2020
CITY OF CAMAS, WASHINGTON

The recitals as set forth in the Proclamation of Civil Emergency, City of Camas, Washington issued March 18, 2020 are hereby adopted by reference.

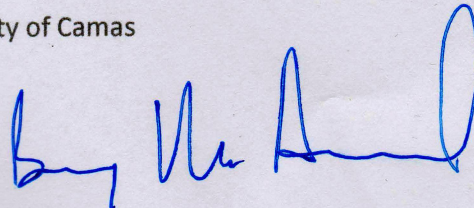
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

1. The City hereby implements a moratorium on the hiring of new employees with exceptions to be granted on a case-by-case basis by the Mayor.
2. City employee accrual of overtime shall be limited to emergency and unavoidable circumstances.
3. The City hereby implements a moratorium on the hiring of any seasonal staff with exceptions to be granted by the Mayor.
4. No employee or elected official business travel, conference attendance, or training shall be occur except as required by law, with limited exceptions as may be otherwise approved in advance.
5. All City departments shall maintain their ongoing strict adherence to established budgets.
6. City capital projects deemed non-essential will be placed on hold.

This Supplement to Proclamation of Civil Emergency shall take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code 2.48.040.

DATED AND SIGNED THIS 15TH DAY OF APRIL, 2020

City of Camas



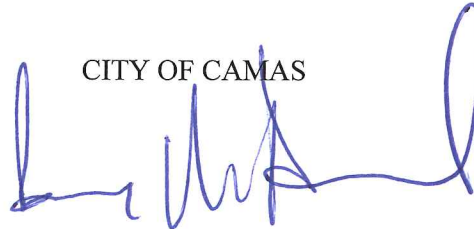
Mayor Barry McDonnell

FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

Pursuant to Camas Municipal Code Section 2.48.040, the Supplement to Proclamation of Civil Emergency issued April 15, 2020 is amended to strike section 6 thereof.

DATED AND SIGNED THIS 16TH DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell