



City Council Regular Meeting Agenda

Monday, April 19, 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 so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1.).

How to join meeting:

OPTION 1 -

1. Go to www.zoom.us to download the app
 - Or, click "Join A Meeting" and paste Meeting ID – 999 4190 6233
2. Or, from any device click <https://zoom.us/j/99941906233>
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 # 999 4190 6233, 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.

SPECIAL MEETING

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. [April 5, 2021 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

3. \$119,684.00 March 2021 Emergency Medical Services (EMS) Write-off Billings; \$110,749.13 Monthly Uncollectable Balance of Medicare and Medicaid Accounts; \$8,934.87 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
4. [Approve NE 3rd Avenue Bridge Memorandum of Understanding with Washougal \(Submitted by James Carothers, Engineering Manager\)](#)
5. [2021 Equipment Surplus \(Submitted by Denis Ryan, Public Works Operations Supervisor\)](#)
6. [Professional Services Risk and Reliance Planning \(submitted by Sam Adams, Utilities Manager\)](#)

NON-AGENDA ITEMS

7. Staff
8. Council

MAYOR

9. Recognition of Sherry Coulter, Information Technology Director

MEETING ITEMS

10. [Public Hearing and Consideration for Ordinance 21-007 Amending the 2021 Budget](#)
Presenter: [Cathy Huber Nickerson, Finance Director](#)
11. [Council Direction for Resolution No. 16-009](#)
Presenter: [Jamal Fox, City Administrator and Cathy Huber Nickerson, Finance Director](#)
12. [City of Camas Proclamation of Civil Emergency COVID-19](#)
Presenter: [Jamal Fox, City Administrator](#)

PUBLIC COMMENTS

ADJOURNMENT



City Council Workshop Minutes - Draft
Monday, April 05, 2021, 4:30 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

Mayor Pro Tem Ellen Burton called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Steve Hogan and Shannon Roberts

Excused: Council Members Don Chaney and Melissa Smith

Staff: Sam Adams, Bernie Bacon, James Carothers, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Jim Hodges, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Matt Harding, 602 NW 18th Loop, Camas, commented about the Ostenson Canyon agenda item and NW 18th Loop.

WORKSHOP TOPICS

1. Water System Risk and Resilience Planning
Presenter: Sam Adams, Utilities Manager

This item will be placed on the April 19, 2021 Consent Agenda for Council's consideration.

2. NE 3rd Ave Bridge Seismic Retro-Fit Washougal Memorandum of Understanding
Presenter: James Carothers, Engineering Manager

This item will be placed on the April 19, 2021 Consent Agenda for Council's consideration.

3. Ostenson Canyon Storm and Road Repair Update
Presenters: James Carothers, Engineering Manager; Jim Hodges, Project Manager; and Steve Wall Public Works Director

Carothers, Hodges and Wall provided an update about the proposed Ostenson Canyon Repairs. Discussion ensued.

4. Brady Road Improvements Overview
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the Brady Road Improvements. Discussion ensued.

5. City Contract Discussion (Resolution No 16-009)
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the City's current contract practices. Discussion ensued. With consensus, this item will be placed on the April 19, 2021 Regular Meeting Agenda.

6. Camas Assistance Program (CAP) Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the proposed utility assistance program. Discussion ensued. A resolution will be placed on a future agenda for Council's consideration.

7. Staff Miscellaneous and Updates
This is a placeholder for miscellaneous or emergent items.
Presenter: Jamal Fox, City Administrator

Fox received consensus to place the topic of parking fines on a future workshop agenda.

Fox reminded Council that future agenda topics can be submitted to the City Clerk's office.

Fox responded to Anderson's inquiry about the public engagement process and the timing for a future Workshop discussion about fireworks.

COUNCIL COMMENTS AND REPORTS

Hogan attended the Columbia River Economic Development Council (CREDC) and the Lacamas Creek Watershed Committee meetings and commented about Georgia-Pacific.

Anderson will attend the next C-TRAN meeting.

Carter attended webinars regarding affordable housing. She will attend the Finance Committee meeting.

Burton attended the City/Schools meeting, a seminar about housing, and the Parks and Recreation Commission meeting. She will attend the Downtown Camas Association (DCA) meeting.

Roberts deferred her comments to the April 5, 2021 Regular Meeting.

PUBLIC COMMENTS

No one from the public wished to speak.

Emailed comments received via publiccomments@cityofcamas.us are attached to these minutes.

ADJOURNMENT

The meeting adjourned at 6:20 p.m.

From: [Douglas Strabel](#)
To: [Public Comments](#)
Subject: THREE (3) ITEMS FOR THE 04/05/2021 CITY COUNCIL MEETING
Date: Monday, April 5, 2021 4:52:30 PM

WARNING: This message originated outside the City of Camas Mail system. **DO NOT CLICK** on links or open attachments unless you recognize the sender and are expecting the content. If you are unsure, click the Phish Alert button to redirect the email for ITD review.

1. Resolution #1252 dtd 02/2020 - Modify or Repeal Sec III Note E to thereby allow Conversation, Debate or Q&A.

2. Why do Comments/Questions to the City Council not get answered or even posted into the PUBLIC COMMENTS FOLLOW UP section of the City Website?

There has been zero activity since April/May 2020.

Maybe you should ask the question of yourselves on why the participation by the citizens in the Council Meetings has dropped off.

3. NW Lake Road and NW Sierra Street Traffic Signal:

This item was listed as a \$2.5M line item as part of the \$78M in the Failed Prop 2 in the 2019 Election.

This item is now listed as #8 on the City of Camas 2020-2025 Six Year Street Priorities.

Steve Wall said earlier this year that it was considered a "Priority Project".

It is not listed in the 2021/2022 Capital Decision Package.

We all understand the budgeting process and that if you don't ask for it and put the line item in the 2021/2022 Capital Decision Package then it will not happen in the next 2 years minimum.

You have to ask for it to get it approved.

Douglas Strabel

4307 NW Oregon St.

Camas, WA



City Council Regular Meeting Minutes - Draft
Monday, April 05, 2021, 7:00 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

Mayor Pro Tem Ellen Burton called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Steve Hogan and Shannon Roberts

Excused: Council Members Don Chaney and Melissa Smith

Staff: Bernie Bacon, James Carothers, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Robert Maul, Bryan Rachal, Heather Rowley, Madeline Sutherland, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Randal Friedman, 1187 Northwest 10th Avenue, Camas, commented about ivy removal and Georgia-Pacific.

CONSENT AGENDA

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

1. \$862,191.85 Automated Clearing House and Claim Checks Numbered 147072 to 147198; \$2,262,817.27 Automated Clearing House, Direct Deposit and Payroll Checks Numbered 7904 to 7906 and Payroll Accounts Payable Checks Numbered 147062 through 147069
2. Parks, Recreation and Open Space Comprehensive Plan (PROS) Update – Consultant Contract (Submitted by Trang K. Lam, Parks & Recreation Director)
3. Haven Heights Final Plat Approval (Submitted by Robert Maul, Planning Manager)

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

4. Approve Citywide Traffic Signal Controller Upgrades Inter-Agency Agreement (Submitted by James Carothers, Engineering Manager)

It was moved by Anderson, and seconded, to approve the Consent Agenda with the removal of the March 15, 2021 Camas City Council Workshop and Regular Meeting Minutes for separate action. The motion carried unanimously.

NON-AGENDA ITEMS

6. Staff

Fox commented about COVID vaccination eligibility, the federal tax deadline extension to May 17, 2021, City operations under the current re-opening phase 3. He announced the launch of the City's redesigned website, which features a State of the City Address from Mayor McDonnell and Engage Camas.

7. Council

Roberts commented about child abuse awareness and prevention.

MAYOR

8. Mayor Pro Tem Alternate Appointment

It was moved by Roberts, and seconded, to appoint Carter as the Mayor Pro Tem Alternate for 2021. The motion carried unanimously.

9. Community Development Block Grant Week Proclamation

Mayor Pro Tem proclaimed April 5-9, 2021 as Community Development Block Grant Week in Camas.

10. Child Abuse Prevention Month Proclamation

Mayor Pro Tem proclaimed April 2021 as Child Abuse Prevention Month in Camas.

11. National Poetry Month Proclamation

Mayor Pro Tem proclaimed April 2021 as National Poetry Month in Camas.

MEETING ITEMS

12. McNeley Annexation – 10% Notice of Intent
Presenter: Madeline Sutherland, Assistant Planner

It was moved by Hogan, and seconded, to move to accept the boundary of the proposed McNeley Annexation as legally described, require the adoption of a subsequent zoning designation upon determination pursuant to RCW

35A.14.340, and require the assumption of all existing City indebtedness by this area to be annexed. The motion carried unanimously.

13. Public Hearing - Ordinance No. 21-007 Amending the 2021 Budget
Presenter: Cathy Huber Nickerson, Finance Director

Cathy provided an overview of the 2021 Budget Amendment.

Mayor Pro Tem opened the public hearing at 7:36 p.m.

No one from the public wished to speak.

The hearing will remain open until the April 19, 2021 Regular Meeting.

14. 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 CONSENT AGENDA

15. March 15, 2021 Camas City Council Workshop and Regular Meeting Minutes

It was moved by, Anderson, and seconded to approve the March 15, 2021 Camas City Council Workshop Minutes as amended to reflect the outcome of Item 6. and the Regular Minutes as written. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 7:42 p.m.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF WASHOUGAL, WA

AND

THE CITY OF CAMAS, WA

The Cities acknowledge the following understanding regarding construction of the 3rd Avenue Bridge Water Line

As the City of Camas is in the process of upgrading the NE 3rd Avenue Bridge over the Washougal River, the City of Washougal would like to prepare for a future water line installation which crosses this bridge, shown on Exhibit A, attached.

Preparation for the future water line requires that openings are installed at the west and east end of the bridge abutments. The cost for this work will be \$4,968.00, including construction administration fees, as set forth in Exhibit "B". This cost will be paid by the City of Washougal, within 45 days upon receipt of an invoice from the City of Camas. If estimated costs exceed this amount, this MOU will be brought back to both cities for approval with the modified amount.

Camas has reviewed and determined that the space on the bridge is not currently needed for Camas planned improvements. Both parties agree that a future MOU or Franchise Agreement shall be negotiated and executed prior to commencing any related construction activity. All engineering plans, specifications, and construction activity within Camas are subject to review and approval by the City of Camas.

Washougal City Manager

Date

Camas Mayor

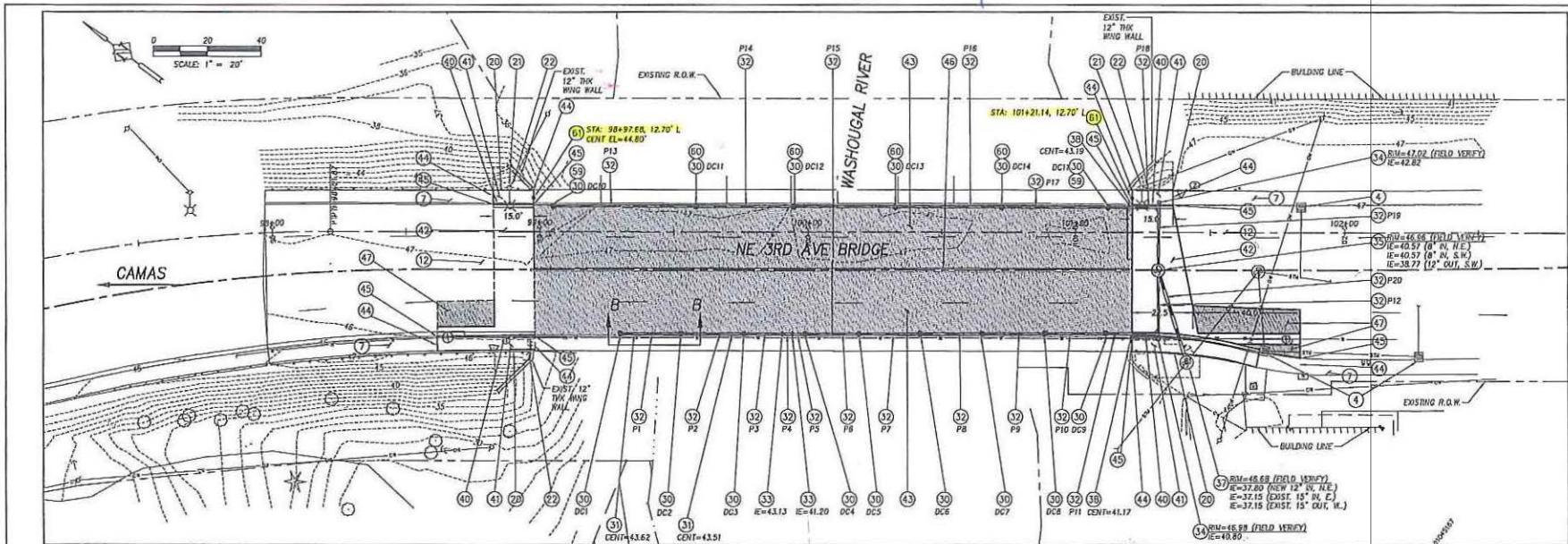
Date

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney for Washougal

Shawn MacPherson, City Attorney for Camas

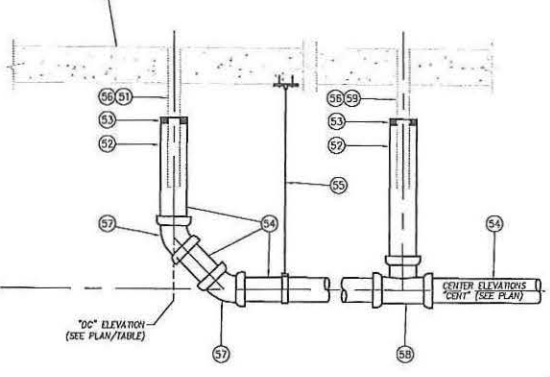
1/2



CONSTRUCTION NOTES:

- 4) INSTALL INLET PROTECTION PER DETAIL, SHEET C8.
- 7) PROTECT EXISTING CURB AND SIDEWALK.
- 7) PROTECT EXISTING PAVEMENT.
- 20) REMOVE AND RESET BEAM GUARDRAIL AS REQUIRED FOR BRIDGE FOUNDATION AND DRAINAGE WORK. SEE SHEET C11 FOR GUARDRAIL DETAILS.
- 21) REMOVE, RESET, AND STABILIZE STREETLIGHT POLE AS REQUIRED FOR BRIDGE FOUNDATION WORK.
- 22) REMOVE AND RESET SIGN AS REQUIRED FOR BRIDGE FOUNDATION WORK.
- 10) CONNECT TO EXISTING BRIDGE STORM DOWNSPOUT PER DETAIL ON SHEET C6. SEE PLAN FOR INVERT ELEVATION.
- 31) CORE EXISTING INTERIOR DIAPHRAGM TO 10" DIAMETER. SEE PLAN FOR LOCATION AND CORE CENTER ELEVATION. SEE STRUCTURAL PLANS FOR CORING REQUIREMENTS AND DETAILS.
- 32) INSTALL STORM PIPE. SEE PLAN FOR SIZE, TYPE, AND SLOPE. SEE STRUCTURAL PLANS FOR PIPE HANGER LOCATIONS AND DETAILS. SEE CITY STANDARD DETAIL G2 ON SHEET C9 FOR TRENCH DETAILS.
- 33) INSTALL 8" STORM 22.5' VERTICAL BEND. SEE PLAN FOR INVERT ELEVATION.
- 34) INSTALL 90° STORM INLET WITH CLEANOUT PER DETAIL ON SHEET C10. LOCATE CLEANOUT BEHIND NEW CURB IN NEW SIDEWALK. SEE PLAN FOR RM AND INVERT ELEVATIONS.
- 35) INSTALL 80° STORMWATER TREATMENT MANHOLE WITH 4 LOW DROP CARTRIDGES. BASIS OF DESIGN IS CONVENT STORM FILTER (SPINNO) PER DETAIL, SHEET C10.
- 37) CONNECT TO EXISTING 15" CONCRETE STORM PIPE WITH 48" MANHOLE PER DETAIL ON SHEET C10. SEE PLAN FOR RM AND INVERT ELEVATIONS.
- 38) CORE EXISTING ABUTMENT TO 10" DIAMETER. SEE PLAN FOR LOCATION AND CORE CENTER ELEVATION (CE/C). SEE STRUCTURAL PLANS FOR CORING REQUIREMENTS AND DETAILS.
- 40) REMOVE AND CONSTRUCT CEMENT CONCRETE CURB AND OUTER PER DETAIL S17, SHEET C9.
- 41) REMOVE AND CONSTRUCT CEMENT CONCRETE SIDEWALK PER DETAIL S18, SHEET C9.
- 42) REMOVE AND CONSTRUCT HMA PER SECTIONS, SHEET C9.
- 43) PLANE AND REMOVE EXISTING ASPHALT PAVEMENT TO EXISTING CONCRETE DECKING. PAVE WITH 020' HMA. SEE SHEET C2 FOR EXISTING ASPHALT DEPTHS.
- 44) MATCH NEW SIDEWALK TO EXISTING SIDEWALK.
- 45) MATCH NEW CURB TO EXISTING CURB.
- 46) SEE STRUCTURAL PLANS FOR LONGITUDINAL JOINT CONSTRUCTION.
- 47) PLANE AND INLAY EXISTING ASPHALT PER CITY STANDARD DRAWING C2A.
- 48) EXISTING CONCRETE BRIDGE DECK.
- 51) EXISTING 4" VERTICAL DRAIN PIPE.
- 52) INSTALL 8" O.D. PIPE. LENGTH AS REQUIRED.
- 53) INSTALL FLEXIBLE PIPE COMPRESSION JOINT SEALER (DOWTY)
- 54) 8" O.D. MECHANICAL JOINT PIPE (RESTRAIN ALL JOINTS)

- 55) INSTALL PIPE HANGERS PER STRUCTURAL DRAWINGS. (SHEET BR15)
- 56) ADJUST LENGTH OF EXISTING 4" DRAIN PIPE AS REQUIRED.
- 57) INSTALL 8" O.D. 45° M.J. BEND. (RESTRAIN ALL JOINTS)
- 58) INSTALL 8" O.D. M.J. TEE. (RESTRAIN ALL JOINTS)
- 59) EXISTING 4" VERTICAL DRAIN PIPE.
- 60) NEW DRAIN AND VERTICAL DRAIN PIPE. SEE STRUCTURAL PLANS FOR BRIDGE DECK CORING AND INSTALLATION OF NEW BRASS PIPE. CONTRACTOR TO COORDINATE WITH STRUCTURAL PLANS AND VERIFY LOCATION PRIOR TO CONSTRUCTION.
- 61) PROVIDE 18" DIA BLOCK OUT FOR WATERMANN. SEE PLAN FOR LOCATION AND CENTER ELEVATION. CONTRACTOR TO COORDINATE WITH STRUCTURAL PLANS AND VERIFY LOCATION PRIOR TO CONSTRUCTION.



SECTION B-B BRIDGE DOWNSPOUT CONNECTIONS (TYP)
N.T.S.

ABBREVIATIONS

- CMP = CORRUGATED METAL PIPE
- CONG = CONCRETE PIPE
- CPP = CORRUGATED PLASTIC PIPE
- FD = FLOOD
- E = INVERT ELEVATION
- P = HIGH PIPE
- R = HIGH ROAD
- MAG = MAGNOLIA
- DNM = DOWN
- PPC = RED PLASTIC CAP
- VPC = YELLOW PLASTIC CAP
- CP = CONTROL POINT

LEGEND

- FLOW LINE
- STORM SEWER LINE
- BUILDING LINE
- WATER LINE
- PROPOSED WATER LINE
- TRAFFIC SIGNAL LINE
- OVERHEAD WIRE
- CENTERLINE RIGHT-OF-WAY
- GUARD RAIL
- MAJOR CONTIGUOUS - 5' INTERVALS
- MAJOR CONTIGUOUS - 1' INTERVALS
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- STORM SEWER MANHOLE
- AREA DRAIN
- CATCH BASIN
- ROOF DRAIN DOWN SPOUT
- UNKNOWN UTILITY VAULT
- POWER METER
- TELEPHONE RISER
- HPR SURVEY CONTROL POINT
- FOUND MONUMENT
- EXIST ASPHALT TO BE REMOVED AND REPLACED.
- DESPOUSURE TREE (APPROPRIATE CLEARANCE BREAST HIGH AS NOTED)
- CONIFEROUS TREE (APPROPRIATE DIAMETER BREAST HIGH AS NOTED)

DOWNSPOUT CONNECTION TABLE*

NUMBER	INVERT ELEV.
DC1	43.31
DC2	43.24
DC3	43.17
DC4	41.19
DC5	41.13
DC6	41.06
DC7	41.00
DC8	40.93
DC9	40.86
DC10	43.50
DC11	43.34
DC12	43.23
DC13	43.12
DC14	43.00
DC15	42.88

* INVERTS, PIPES LENGTHS, AND SLOPES TO BE VERIFIED IN THE FIELD.

PIPE TABLE*

PIPE NO.	SIZE	MATERIAL	APPROX LENGTH	SLOPE
P1	8"	Ductile Iron	22.7 L.F.	0.30%
P2	8"	Ductile Iron	23.1 L.F.	0.30%
P3	8"	Ductile Iron	14.7 L.F.	0.30%
P4	8"	Ductile Iron	3.8 L.F.	50.00%
P5	8"	Ductile Iron	4.5 L.F.	0.30%
P6	8"	Ductile Iron	20.2 L.F.	0.30%
P7	8"	Ductile Iron	22.9 L.F.	0.30%
P8	8"	Ductile Iron	23.1 L.F.	0.30%
P9	8"	Ductile Iron	23.6 L.F.	0.30%
P10	8"	Ductile Iron	22.8 L.F.	0.30%
P11	8"	Ductile Iron	19.5 L.F.	0.30%
P12	8"	PVC	23.3 L.F.	1.00%
P13	8"	Ductile Iron	53.4 L.F.	0.30%
P14	8"	Ductile Iron	36.6 L.F.	0.30%
P15	8"	Ductile Iron	37.7 L.F.	0.30%
P16	8"	Ductile Iron	40.1 L.F.	0.30%
P17	8"	Ductile Iron	39.6 L.F.	0.30%
P18	8"	Ductile Iron	16.7 L.F.	0.30%
P19	8"	PVC	23.3 L.F.	9.65%
P20	12"	PVC	35.6 L.F.	2.73%

ROAD AND DRAINAGE PLAN
NE 3RD AVE. BRIDGE SEISMIC RETROFIT
CAMAS, WASHINGTON

Harper
Houf Peterson
Righellis Inc.



DESIGNED	CHISEN	DRAWN	JOB-SUN	CHECKED	CUH	DATE	12/1/2020
REVISIONS							
NO.	DATE	BY	DESCRIPTION				
SHEET NO. C6							
JOB NO. CAM-14							

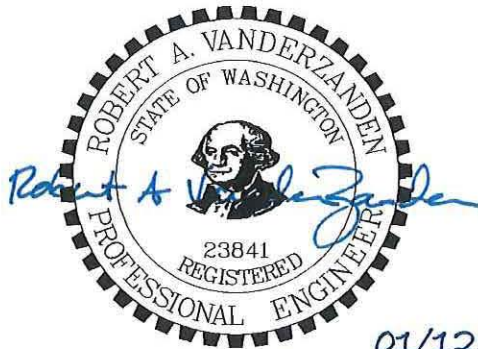
Exhibit B

3rd Avenue Bridge - Seismic Retrofit
Washougal Watermain Blockouts at End Walls
Engineers Estimate
January 12, 2021



Description	Unit	Unit Price	Total Price
Materials, including additional rebar, pipe for blockout, and foam plug.	EA Blockout	\$600	\$1,200
Labor - Insert pipe, additional rebar tying, adjustments to forming, fill blockout with foam.	EA Blockout	\$1,200	\$2,400
Overhead, mobilization etc. @ 20%			\$720
Construction Cost - 2 blockouts			\$4,320
Inspection / Admin at 15%			\$648
Total Cost - 2 blockouts			\$4,968

HHPR // DOWL
RAV



01/12/2021

Equipment Listing Report

\City of Camas\Surplus\Surplus (5)

Equipment	Make, Model	Odometer	Unit #	Serial #	Code - Category	License	Operator
277 - 2000 Case Backhoe	2000 Case 580 Super L	3,586	277	JJG0276727	"C" Tractor/Backhoe 20yr	28864D	,
389 - 2012 Chevrolet Impala	2012 Chevrolet Impala	86,563	389	2G1WD5E3XC1156174	"U" Police Non-Patrol 7yr	50772D	,
394 - 2012 Ford Interceptor Sedan	2012 Ford Interceptor Sedan	72,635	394	1FAHP2MT0DG124769	"O" General Use Auto 8yr	55209D	,
445 - 2015 Ford Interceptor Utility	2015 Ford Interceptor Utility	95,753	445	1FM5K8AT5FGC41748	"Z" Police Sgt. & Swat 5yr	57288D	,
451 - 2016 Ford Interceptor Utility	2016 Ford Interceptor Utility	122,003	451	1FM5K8ATXGGD05820	"Z" Police Sgt. & Swat 5yr	62248D	,

Total equipment listed = 5

RE: AMERICA’S WATER INFRASTRUCTURE ACT WATER SYSTEM RISK AND RESILIENCY ASSESSMENT AND EMERGENCY RESPONSE PLAN SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Camas is undertaking a water system risk and resilience assessment (RRA) and Emergency Response Plan Update (ERP) of its physical operational assets and cyber networks in compliance with the America’s Water Infrastructure Act (AWIA). The assessment is designed to determine the water system’s vulnerabilities to malevolent acts, natural hazard, and proximity and dependency risks.

The objective is the development of an RRA that meets all AWIA requirements and provides the City of Camas with the documentation to develop the required emergency response plan internally. Tetra Tech proposes to perform the RRA in conformance with the methodology presented in Risk Analysis and Management for Critical Asset Management Protection (RAMCAP); Standard for Risk and Resilience Management of Water and Wastewater Systems (ANSI/AWWA, 2010) as described in the AWWA J100 standard (Figure 1).

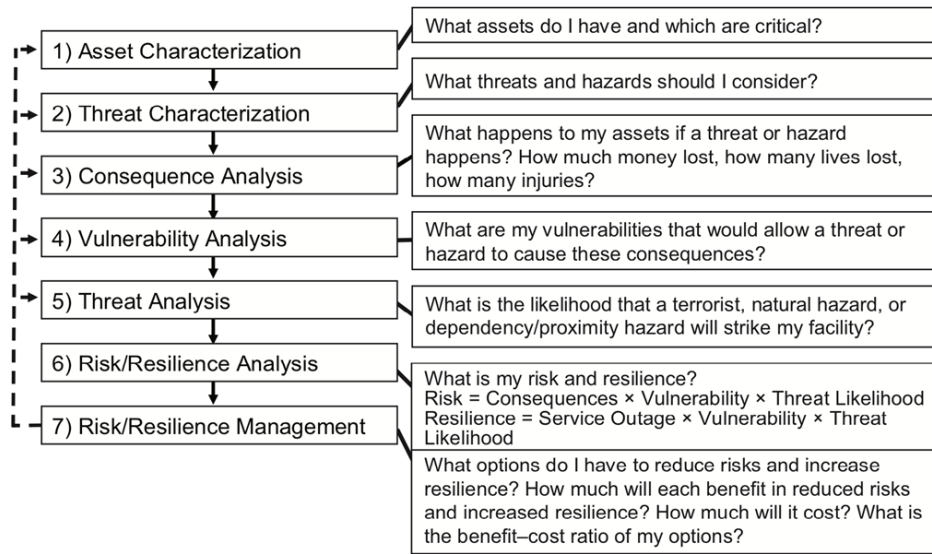


Figure 1. AWWA J100 Standard for Risk and Resilience Management of Water and Wastewater Systems

Tetra Tech will conduct the RRA for water system mission critical cyber and physical assets including its administrative and operations facilities. AWIA requirements emphasize cybersecurity threats in light of the increasing occurrences of system intrusions, data base hacks, and ransomware attacks. The RRA will consider the systems cyber assets – computers, networks, data and communications systems, and billing systems – critical to the safe production of drinking water and business operations. These consist of both information technology (IT) and operational technology (OT) systems, including:

- Industrial control systems (ICS)
- Supervisory control and data acquisition (SCADA) systems.
- Supporting network and computer infrastructure
- Business applications supporting utility operations

The cyber-asset assessment will closely mirror the physical RAMCAP assessment tasks but involve a different City of Camas team with knowledge of computerized systems from both IT and SCADA perspectives. This assessment will evaluate the risks to critical systems and the City of Camas's ability to quickly and effectively recover from disruptions of these systems.

SCOPE OF SERVICES

Task 1 Project Administration

Tetra Tech will provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

Tetra Tech will be responsible for management of all Tetra Tech team activities, including any subconsultants. Tetra Tech will manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project.

Tetra Tech will provide full coordination with City of Camas staff and be responsive to any communications. Tetra Tech will be in contact with the City frequently enough to ensure a timely City review of deliverables. Tetra Tech will work with all stakeholders in a responsible manner and as directed by the City of Camas's Project Manager.

Tetra Tech will prepare all project-related agendas and meeting minutes. Agendas and the supporting information will be distributed via emails to the City of Camas's Project Manager at least one business day prior to any meetings, except draft reports, which shall be submitted at least three business days ahead of the meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five business days of the meeting date. Tetra Tech will submit a summary report of work completed by sub-tasks with each invoice.

Tetra Tech will conduct internal quality assurance and quality control meetings and follow-up with technical experts as necessary throughout the course of the project. The duration of this project will not exceed December 31, 2021.

Task 2 Kickoff Meeting and Data Review

Tetra Tech will conduct a project planning meeting with the Project Manager from the City of Camas. The objectives of this meeting will be to confirm the project timeline, confirm agencies participating in the project, and coordinate compilation of the necessary documents to conduct the plan reviews. The critical path item in developing a plan of this nature is data collection. We will address this need immediately. Using the AWIA requirements as a minimum baseline, we will develop a data needs list, data needs submission log, and draft data collection plan. The data collection schedule will be finalized at the kickoff meeting.

During the meeting, Tetra Tech will confirm the overall project, scope, project plan, and schedule.

Assumptions: The kickoff meeting will be conducted by Microsoft Teams conference call.

Task 3 Data Collection and Review

Data gathering, through existing documentation and field assessment will address the following elements:

- Malevolent acts (physical and cyber intrusion by internal/external perpetrators) and natural hazards (for the City of Camas, it is assumed that the list of natural hazards can be limited to earthquakes, fires, floods and storm events)
- System resilience
- Monitoring practices
- Financial network infrastructure
- Operation and maintenance
- Network diagrams addressing schemes and system descriptions
- Drawings showing the relationship of each system to the treatment process (i.e., process flow diagrams, record drawings and O&M manuals).
- City of Camas records of previous malevolent acts, natural events, service outages due to utility or external factors

The focus of data collection will be identifying the status of existing systems and analyzing existing systems and deficits per the EPA guidelines and City of Camas’s objectives.

Additional technical documentation that may be requested if available includes:

- Latest version of all security policies and procedures
- Any contract/asset access service agreements
- Security documentation such as post orders, recent calls for service, and security organization chart.
- Electronic engineering files of the administration and operations building utilities, communications and security systems
- Available O&M manuals
- Most recent emergency management plan

This assessment will include the following system elements:

<ul style="list-style-type: none"> • Source of supply • Transmission pipelines • Pump stations • Storage reservoirs \ • Critical PRVs 	<ul style="list-style-type: none"> • Security systems and practices • Operations center • Maintenance yard • IT and OT cyber networks
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Task 4 Asset and Threat Characterization and Consequence Analysis – Workshop #1

Asset-Threat Pair Determination

Tetra Tech will prepare for, and facilitate, Workshop #1 with the City of Camas to introduce the RAMCAP assessment approach and develop the physical and cyber asset characterization. The workshop will be attended by Tetra Tech’s project manager, project engineer, cybersecurity specialist, and physical security specialist.

Tetra Tech will review the major cyber assets associated with each facility and their criticality to the City of Camas's mission. Tetra Tech will facilitate a discussion with City staff to define their mission, followed by a discussion of how each facility is critical to this mission.

A threat characterization will be conducted, to assess malevolent acts and natural hazards, including threats that can impact off-site assets controlled by others (e.g., utilities and chemical suppliers). The workshop will identify reasonable, worst-case threats using the RAMCAP table of potential hazards and threat scenarios. These are based on leading physical and cybersecurity guidance identified as AWIA consensus standards for water utilities, including the following:

- AWWA J100 Standard
- AWWA Cyber Security Guidance & Tool
- National Institute of Standards and Technology Cybersecurity Framework
- ISA/IEC-62443 (Formerly ISA-99) Industrial Automation and Control Systems Security
- National Institute of Standards and Technology SP800-82 Rev. 1 Guide to Industrial Control Systems Security

Tetra Tech will prepare for, and facilitate, the threat characterization process at the workshop. This part of the workshop will identify threats and narrow the focus of threats that represent real, physically possible threats to critical assets identified during the asset characterization.

Tetra Tech will prepare an Asset Classification and Threat Characterization Technical Memorandum summarizing the key assets and associated criticality identified during the workshops.

Field Investigations

Tetra Tech will conduct field-data collection regarding water assets identified as critical and conduct interviews with key staff.

In conjunction with fieldwork, Tetra Tech's cybersecurity lead, will spend time with the City of Camas's IT and SCADA staff reviewing the networks. Tetra Tech will request information from the City to identify the key components of the network and cyber infrastructure. This will allow Tetra Tech to become familiar with the critical automated systems prior to the onset of project work.

Tetra Tech's field investigations will determine the ability of current protection systems to withstand each identified threat. Each site will be classified based on the criticality of its cyber assets as defined in the RAMCAP methodology. Tetra Tech will begin with threat analysis assumptions identified during the asset/threat characterization workshop to estimate the likelihood of a malevolent act or natural hazard based on relative alternative targets and historical records, respectively.

Consequence Analysis

Tetra Tech will reconvene with City of Camas staff to identify the types of consequences to be evaluated and quantify those consequences. This information will be used in the PARRE Software Tool to assign scores to calculate consequence of loss for each asset-threat pair. We will confirm or revise the consequence analysis to rank asset-threat pairs according to the magnitude of resulting consequences, using a consequence scale provided in the RAMCAP methodology. Consequences will be estimated, at a minimum, in terms of loss of life and serious injury; financial losses; duration and severity of service denial; and economic losses to the utility. This analysis will be used as the basis for the vulnerability and threat analysis workshop to follow.

Deliverable: Facilitated Workshop #1

Assumptions

- This assessment will be conducted in a manner and develop results to meet the needs of the AWIA RRA requirements.
- The RRA will fully evaluate a maximum of twenty (20) water system Asset-Threat pairs.
- The workshop and field analysis will be conducted by MS Teams video conference

Task 5 Vulnerability and Threat Analysis – Workshop #2

Based on the findings of Workshop #1, Tetra Tech will use the consequence analysis to identify a natural breakpoint in the quantification of consequence to identify approximately the top twenty critical assets in the water system. This approach, as recommended by the J100 guidance is simply to ascertain a manageable number of assets to be addressed.

With a focused list of assets Tetra Tech will prepare a vulnerability analysis to identify, within the security framework, the vulnerabilities to threats and/or hazards that could potentially occur.

Tetra Tech will then conduct a threat analysis using data from City records, law enforcement, and Emergency Planning and Community Right to Know Act (EPRCA Tier II) databases to identify the likelihood of that a natural hazard, dependency or proximity hazard or malevolent threat would take place at their facility.

Tetra Tech will facilitate Workshop #2 with City staff to review and revise the vulnerability and threat likelihood analysis.

Deliverables: Facilitated Workshop #2

Assumptions

- The workshop will be conducted by MS Teams video conference

Task 6 Risk and Resilience Analysis

Tetra Tech will assess the risk and resilience to the previously identified Asset-Threat pairs according to the malevolent acts and natural events (including earthquakes) as outlined by the AWWA J100 methodology. Tetra Tech will compile all information and scores gathered in the preceding tasks to calculate risk and resilience for each asset-threat pair. Risk is calculated as the product of the Consequence (expressed as a scored value), Vulnerability (expressed as a probability), and Threat Likelihood (expressed as a probability):

$$\text{RISK} = \text{Consequence} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Resilience will be calculated as the product of the Service Outage (expressed as a scored value in terms of duration and severity), Vulnerability, and Threat Likelihood.

$$\text{RESILIENCE} = \text{Duration} \times \text{Severity} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Tetra Tech will prepare a risk and resilience analysis technical memorandum compiling the results of the analysis. We will then facilitate a conference call to discuss the results to ensure that all City participants agree with the outcome and determine which risks warrant mitigation. The call will define what level of risk and

resilience is acceptable. For asset-threat pairs with an unacceptable level of risk and resilience, the following process will be pursued:

- Define mitigation and resilience options as countermeasures to the threats.
- Estimate the capital and operating costs for each option.
- Identify options that apply to multiple asset-threat pairs.
- Calculate the net benefits and benefit-cost ratio to estimate total value and risk-reduction efficiency of each option.
- Determine the resources needed to operate the selected options.
- Identify mitigation options for the selected asset-threat pairs.

Task 7 Risk and Resilience Management - Workshop #3

Following the calculation of risk and resilience, Tetra Tech will facilitate Workshop #3. The Risk and Resilience Management workshop will evaluate and select what, if any, actions are needed to enhance all-hazards security or resilience are needed. If actions are needed then selecting the portfolio of actions to be taken including improving security, improving consequence mitigation, developing redundancy, entering into mutual aid agreements, developing emergency response plans, reducing or eliminating dependency/proximity threats, etc.

These decisions will be subjective and dependent upon City staff participants. Therefore, the recording or the reasoning process and justification for each decision will be important for future groups when the RRA is updated.

Tetra Tech will prepare recommended risk and resilience management options for the City of Camas's consideration and submit the recommendations one week in advance of the workshop. Tetra Tech will develop the necessary spreadsheets and analytical tools for evaluating and selecting the recommendations.

Deliverable: Facilitated Workshop #3

Assumptions

- The workshop and field analysis will be conducted by MS Teams video conference

Task 8 Draft Final and Final RRA

Following completion of the workshops, Tetra Tech will prepare a Draft Final RRA compiling and summarizing the process, results, recommendations, decisions, and action items that will provide the City with Risk and Resilience Action Plan for review. Following review, Tetra Tech will conduct a meeting with the City project manager to review comments and revisions. Tetra Tech will prepare a Final RRA Action Plan for the City of Camas's records. Tetra Tech will also prepare the required RRA document and post it to the project secure Sharepoint site for downloading. Tetra Tech will provide the link to the online certification letter for the City's completion and submission.

Deliverables:

- Draft Final RRA
- Final RRA

Assumptions:

- The City of Camas will provide a single set of reviewed and resolved comments on the Draft Final RRA.
- Following project completion all project files will be deleted from Tetra Tech servers and the Sharepoint site deleted for security purposes.

Task 9 Emergency Response Plan (ERP) Initiation

Concurrent with the submission of the final RRA, Tetra Tech will initiate the process of developing the ERP. Tetra Tech will conduct a 2-hour on-site ERP project kickoff meeting with the City's project manager and key personnel. The Tetra Tech project manager will facilitate the meeting. Tetra Tech will provide printed meeting materials for up to 10 participants.

Tetra Tech will conduct the on-site ERP kickoff meeting with key stakeholders pre-selected and notified by the City, who will serve as members of a Working Group. The objectives of this meeting will be to initiate their involvement in the ERP development, finalize the project timeline, and discuss the communication plan. Meeting objectives will also include obtaining commitment and buy-in to the planning process, as well as setting expectations and confirming responsibilities of the Working Group members. In addition, Tetra Tech will identify and discuss the planning requirements for this project and review applicable local, state, and federal guidelines.

Deliverable: Facilitated ERP kick-off.

Task 10 Plan Review, Gap Analysis, and ERP Outline

Tetra Tech will conduct a comprehensive review of the existing emergency response documentation and guidance and determine their suitability for meeting requirements for AWIA compliance. A gap analysis will assist Tetra Tech in guiding a discussion with the City regarding the update's overall vision and end state.

After discussing the gap analysis and reviewing revisions needed to meet the AWIA compliance, Tetra Tech will develop an ERP outline that is consistent with both the City's vision and AWIA requirements.

Tetra Tech will submit a data request for ERP documents to the City's project manager and assess those provided. Tetra Tech will then develop a gap analysis summary that highlights current capabilities and areas for further development.

Task 11 Stakeholder Workshop

A collaborative plan revision process that combines iterative draft plan development with Working Group participation is the key to building ownership in the plan. Through a series of targeted interviews and meetings, Tetra Tech will gather the data needed to begin the planning process. Tetra Tech will facilitate the stakeholder engagement process and provide advice and guidance based on best practices, as appropriate.

During this task, Tetra Tech will conduct an on-site planning meeting and up to four stakeholder interviews with departments that have critical ERP responsibilities. The meeting and interviews are designed to gather the necessary information to revise the plan as well as discuss key planning assumptions and the outline and format of the updated ERP. Tetra Tech will provide printed meeting materials for each interview.

After the stakeholder outreach, Tetra Tech will develop recommendations detailing the findings and proposed comprehensive plan outline and scope of content. The recommendations will be used as a tool to guide updates for the ERP as required by AWIA.

Deliverable: Facilitated ERP workshop

Task 12 Preliminary, Draft Final, and Final ERP Development and Review

Tetra Tech will develop a preliminary draft ERP and submit it to the City one week prior to a document-review workshop with the City's ERP Working Group. The workshop objective is for stakeholders to provide review, input, and direction and for the Tetra Tech team to gather feedback and guidance on missing information. Tetra Tech will provide printed meeting materials for up to 10 participants. The workshop will be scheduled for two hours.

Following the workshop, Tetra Tech will prepare a draft final ERP for City review. The City will provide a final review of the ERP. Tetra Tech will conduct a conference call with the City project manager to review comments and revisions. Following the conference, call Tetra Tech will prepare a final ERP for the City's records. Tetra Tech will also prepare the required ERP compliance letter for the City's submission to the EPA.

Deliverables:

- Preliminary draft ERP via Sharepoint site
- Final ERP via Sharepoint site

Assumptions:

The City will provide a single set of reviewed and resolved comments.



Staff Report

April 19, 2021 Council Regular Meeting

Professional Services Risk and Reliance Planning (submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

BACKGROUND: The City of Camas as a provider of drinking water to a population under 50,000, the City of Camas is required under America’s Water Infrastructure Act (AWIA) to complete a water system risk and resilience assessment (RRA), and an emergency response plan (ERP) by June 30th and December 31st respectively. The RRA has seven components that need to be addressed, Asset Characterization, Threat Characterization, Consequence Analysis, Vulnerability Analysis, Threat Analysis, Risk/Resilience Analysis and Risk/Resilience Management. From there, the ERP is developed for strategies and resources to improve the resilience, plans and procedures and equipment to respond, actions to lessen impacts and strategies for the detection of events.

SUMMARY: Staff has selected Tetra Tech from the consultant teams that submitted proposals through our Request for Qualifications process to help with development of both the RRA and ERP for the submittal to the Environmental Protection Agency.

EQUITY CONSIDERATIONS:

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

- Staff is asking Council, to authorize the Mayor to sign a Professional Services Agreement with Tetra Tech for the development of the RRA and ERP.

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

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

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

- The City and residents will benefit from this project through the safety analysis of our drinking water system.

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

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

Will this agenda item improve ADA accessibilities for people with disabilities? No

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

- Time is of the essence given the June 30, 2021 deadline to complete the Risk and Resiliency portion of the scope of work. Staff and the consultant have already been closely coordinating to ensure the timeframes are met.

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

- The Scope of Work included with this consent agenda includes a process for the City and consultant to ensure compliance with the America Water Infrastructure Act.

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

BUDGET IMPACT: This professional services agreement is for \$132,320. The Water Fund has budget available to complete this project. However, it is noted that staff may need to request additional funding in the Fall Omnibus to support other professional services need. Staff will track expenditures and will work with Finance as needed during the Fall Omnibus.

RECOMMENDATION: Staff is recommending that Council authorize the Mayor to sign a professional services agreement with Tetra Tech.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. W1032

Resilience Assessment and Emergency Response

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Tetra Tech** 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 **Resilience Assessment and Emergency Response.**
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 **June 30th, 2021 for the Assement and December 31st, 2021 for the Emergency Response**, 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 "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses.
 - 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. Consultant shall not be held liable for reuse of documents or modifications thereof by the City or its representative for any purpose other than the original intent of this Agreement, without written authorization of Consultant.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, caused by the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages to the extent 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.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent

contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

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

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

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

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. 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. The Consultant may terminate services on the Project upon ten (10) written notice without cause or in the event of substantial failure by the City to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the City shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The City may withhold an amount for services that may be in dispute provided that the City furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Sam Adams, Utilities Manager
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-801-7003
 EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Brian Murphy, Project Manager
 Tetra Tech
 15350 SW Sequoia Parkway, Suite 220
 Portland, OR 97224
 PH: 503-684-9097
 FX: 503-598-0583

EMAIL: Brain.Murphy@tetrattech.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. The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party’s written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay ofr such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/ or limitation shall commence not later than the date of substantial completion.

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.
- 27. Limitation of Liability. In recognition of the relative risks and benefits of the project to both the City and Consultant, the risks have been allocated such that the City agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the City and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the City for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

DATED this _____ day of _____, 2021.

CITY OF CAMAS:

CONSULTANT:

Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

EXHIBIT “A” SCOPE OF SERVICES

Re: America’s Water Infrastructure Act Water System Risk and Resiliency Assessment and Emergency Response Plan Scope of Work

PROJECT UNDERSTANDING

The City of Camas is undertaking a water system risk and resilience assessment (RRA) and Emergency Response Plan Update (ERP) of its physical operational assets and cyber networks in compliance with the America’s Water Infrastructure Act (AWIA). The assessment is designed to determine the water system’s vulnerabilities to malevolent acts, natural hazard, and proximity and dependency risks.

The objective is the development of an RRA that meets all AWIA requirements and provides the City of Camas with the documentation to develop the required emergency response plan internally. Tetra Tech proposes to perform the RRA in conformance with the methodology presented in Risk Analysis and Management for Critical Asset Management Protection (RAMCAP); Standard for Risk and Resilience Management of Water and Wastewater Systems (ANSI/AWWA, 2010) as described in the AWWA J100 standard (Figure 1).

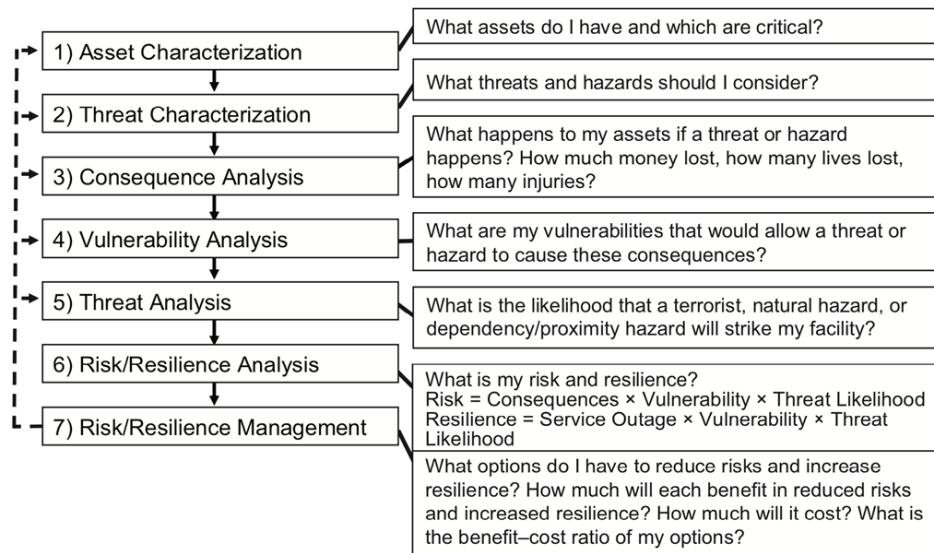


Figure 1.

J100 Standard for Risk and Resilience Management of Water and Wastewater Systems

AWWA

Tetra Tech will conduct the RRA for water system mission critical cyber and physical assets including its administrative and operations facilities. AWIA requirements emphasize cybersecurity threats in light of the increasing occurrences of system intrusions, data base hacks, and ransomware attacks. The RRA will consider the systems cyber assets – computers, networks, data and communications systems, and billing systems – critical to the safe production of drinking water and business operations. These consist of both information technology (IT) and operational technology (OT) systems, including:

- Industrial control systems (ICS)
- Supporting network and computer infrastructure
- Supervisory control and data acquisition (SCADA) systems.
- Business applications supporting utility operations

The cyber-asset assessment will closely mirror the physical RAMCAP assessment tasks but involve a different City of Camas team with knowledge of computerized systems from both IT and SCADA perspectives. This assessment will evaluate the risks to critical systems and the City of Camas's ability to quickly and effectively recover from disruptions of these systems.

SCOPE OF SERVICES

Task 1 Project Administration

Tetra Tech will provide a Project Administration Plan to direct, coordinate, and monitor the activities of the project with respect to budget, schedule, and contractual obligations.

Tetra Tech will be responsible for management of all Tetra Tech team activities, including any subconsultants. Tetra Tech will manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule and budget and ensure timely completion of the Project.

Tetra Tech will provide full coordination with City of Camas staff and be responsive to any communications. Tetra Tech will be in contact with the City frequently enough to ensure a timely City review of deliverables. Tetra Tech will work with all stakeholders in a responsible manner and as directed by the City of Camas's Project Manager.

Tetra Tech will prepare all project-related agendas and meeting minutes. Agendas and the supporting information will be distributed via emails to the City of Camas's Project Manager at least one business day prior to any meetings, except draft reports, which shall be submitted at least three business days ahead of the meetings. Meeting minutes shall be distributed to all attendees and any other identified parties within five business days of the meeting date.

Tetra Tech will submit a summary report of work completed by sub-tasks with each invoice.

Tetra Tech will conduct internal quality assurance and quality control meetings and follow-up with technical experts as necessary throughout the course of the project. The duration of this project will not exceed December 31, 2021.

Task 2 Kickoff Meeting and Data Review

Tetra Tech will conduct a project planning meeting with the Project Manager from the City of Camas. The objectives of this meeting will be to confirm the project timeline, confirm agencies participating in the project, and coordinate compilation of the necessary documents to conduct the plan reviews. The critical path item in developing a plan of this nature is data collection. We will address this need immediately. Using the AWIA requirements as a minimum baseline, we will develop a data needs list, data needs submission log, and draft data collection plan. The data collection schedule will be finalized at the kickoff meeting.

During the meeting, Tetra Tech will confirm the overall project, scope, project plan, and schedule.

Assumptions: The kickoff meeting will be conducted by Microsoft Teams conference call.

Task 3 Data Collection and Review

Data gathering, through existing documentation and field assessment will address the following elements:

- Malevolent acts (physical and cyber intrusion by internal/external perpetrators) and natural hazards (for the City of Camas, it is assumed that the list of natural hazards can be limited to earthquakes, fires, floods and storm events)
- System resilience
- Monitoring practices
- Financial network infrastructure
- Operation and maintenance
- Network diagrams addressing schemes and system descriptions
- Drawings showing the relationship of each system to the treatment process (i.e., process flow diagrams, record drawings and O&M manuals).
- City of Camas records of previous malevolent acts, natural events, service outages due to utility or external factors

The focus of data collection will be identifying the status of existing systems and analyzing existing systems and deficits per the EPA guidelines and City of Camas’s objectives.

Additional technical documentation that may be requested if available includes:

- Latest version of all security policies and procedures
- Any contract/asset access service agreements
- Security documentation such as post orders, recent calls for service, and security organization chart.
- Electronic engineering files of the administration and operations building utilities, communications and security systems
- Available O&M manuals
- Most recent emergency management plan

This assessment will include the following system elements:

<ul style="list-style-type: none"> • Source of supply • Transmission pipelines • Pump stations • Storage reservoirs \ • Critical PRVs 	<ul style="list-style-type: none"> • Security systems and practices • Operations center • Maintenance yard • IT and OT cyber networks
--	---

Task 4 Asset and Threat Characterization and Consequence Analysis – Workshop #1

Asset-Threat Pair Determination

Tetra Tech will prepare for, and facilitate, Workshop #1 with the City of Camas to introduce the RAMCAP assessment approach and develop the physical and cyber asset characterization. The workshop will be attended by Tetra Tech’s project manager, project engineer, cybersecurity specialist, and physical security specialist.

Tetra Tech will review the major cyber assets associated with each facility and their criticality to the City of Camas’s mission. Tetra Tech will facilitate a discussion with City staff to define their mission, followed by a discussion of how each facility is critical to this mission.

A threat characterization will be conducted, to assess malevolent acts and natural hazards, including threats that can impact off-site assets controlled by others (e.g., utilities and chemical suppliers). The workshop will identify reasonable, worst-case threats using the RAMCAP table of potential hazards and threat scenarios. These are based on leading physical and cybersecurity guidance identified as AWIA consensus standards for water utilities, including the following:

- AWWA J100 Standard
- AWWA Cyber Security Guidance & Tool
- National Institute of Standards and Technology Cybersecurity Framework
- ISA/IEC-62443 (Formerly ISA-99) Industrial Automation and Control Systems Security
- National Institute of Standards and Technology SP800-82 Rev. 1 Guide to Industrial Control Systems Security

Tetra Tech will prepare for, and facilitate, the threat characterization process at the workshop. This part of the workshop will identify threats and narrow the focus of threats that represent real, physically possible threats to critical assets identified during the asset characterization.

Tetra Tech will prepare an Asset Classification and Threat Characterization Technical Memorandum summarizing the key assets and associated criticality identified during the workshops.

Field Investigations

Tetra Tech will conduct field-data collection regarding water assets identified as critical and conduct interviews with key staff.

In conjunction with fieldwork, Tetra Tech’s cybersecurity lead, will spend time with the City of Camas’s IT and SCADA staff reviewing the networks. Tetra Tech will request information from the City to identify the key

components of the network and cyber infrastructure. This will allow Tetra Tech to become familiar with the critical automated systems prior to the onset of project work.

Tetra Tech's field investigations will determine the ability of current protection systems to withstand each identified threat. Each site will be classified based on the criticality of its cyber assets as defined in the RAMCAP methodology. Tetra Tech will begin with threat analysis assumptions identified during the asset/threat characterization workshop to estimate the likelihood of a malevolent act or natural hazard based on relative alternative targets and historical records, respectively.

Consequence Analysis

Tetra Tech will reconvene with City of Camas staff to identify the types of consequences to be evaluated and quantify those consequences. This information will be used in the PARRE Software Tool to assign scores to calculate consequence of loss for each asset-threat pair. We will confirm or revise the consequence analysis to rank asset-threat pairs according to the magnitude of resulting consequences, using a consequence scale provided in the RAMCAP methodology. Consequences will be estimated, at a minimum, in terms of loss of life and serious injury; financial losses; duration and severity of service denial; and economic losses to the utility. This analysis will be used as the basis for the vulnerability and threat analysis workshop to follow.

Deliverable: Facilitated Workshop #1

Assumptions

- This assessment will be conducted in a manner and develop results to meet the needs of the AWIA RRA requirements.
- The RRA will fully evaluate a maximum of twenty (20) water system Asset-Threat pairs.
- The workshop and field analysis will be conducted by MS Teams video conference

Task 5 Vulnerability and Threat Analysis – Workshop #2

Based on the findings of Workshop #1, Tetra Tech will use the consequence analysis to identify a natural breakpoint in the quantification of consequence to identify approximately the top twenty critical assets in the water system. This approach, as recommended by the J100 guidance is simply to ascertain a manageable number of assets to be addressed.

With a focused list of assets Tetra Tech will prepare a vulnerability analysis to identify, within the security framework, the vulnerabilities to threats and/or hazards that could potentially occur.

Tetra Tech will then conduct a threat analysis using data from City records, law enforcement, and Emergency Planning and Community Right to Know Act (EPRCA Tier II) databases to identify the likelihood of that a natural hazard, dependency or proximity hazard or malevolent threat would take place at their facility.

Tetra Tech will facilitate Workshop #2 with City staff to review and revise the vulnerability and threat likelihood analysis.

Deliverables: Facilitated Workshop #2

Assumptions

- The workshop will be conducted by MS Teams video conference

Task 6 Risk and Resilience Analysis

Tetra Tech will assess the risk and resilience to the previously identified Asset-Threat pairs according to the malevolent acts and natural events (including earthquakes) as outlined by the AWWA J100 methodology. Tetra Tech will compile all information and scores gathered in the preceding tasks to calculate risk and resilience for each asset-threat pair. Risk is calculated as the product of the Consequence (expressed as a scored value), Vulnerability (expressed as a probability), and Threat Likelihood (expressed as a probability):

$$\text{RISK} = \text{Consequence} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Resilience will be calculated as the product of the Service Outage (expressed as a scored value in terms of duration and severity), Vulnerability, and Threat Likelihood.

$$\text{RESILIENCE} = \text{Duration} \times \text{Severity} \times \text{Vulnerability} \times \text{Threat Likelihood}$$

Tetra Tech will prepare a risk and resilience analysis technical memorandum compiling the results of the analysis. We will then facilitate a conference call to discuss the results to ensure that all City participants agree with the outcome and determine which risks warrant mitigation. The call will define what level of risk and resilience is acceptable. For asset-threat pairs with an unacceptable level of risk and resilience, the following process will be pursued:

- Define mitigation and resilience options as countermeasures to the threats.
- Estimate the capital and operating costs for each option.
- Identify options that apply to multiple asset-threat pairs.
- Calculate the net benefits and benefit-cost ratio to estimate total value and risk-reduction efficiency of each option.
- Determine the resources needed to operate the selected options.
- Identify mitigation options for the selected asset-threat pairs.

Task 7 Risk and Resilience Management - Workshop #3

Following the calculation of risk and resilience, Tetra Tech will facilitate Workshop #3. The Risk and Resilience Management workshop will evaluate and select what, if any, actions are needed to enhance all-hazards security or resilience are needed. If actions are needed then selecting the portfolio of actions to be taken including improving security, improving consequence mitigation, developing redundancy, entering into mutual aid agreements, developing emergency response plans, reducing or eliminating dependency/proximity threats, etc.

These decisions will be subjective and dependent upon City staff participants. Therefore, the recording or the reasoning process and justification for each decision will be important for future groups when the RRA is updated.

Tetra Tech will prepare recommended risk and resilience management options for the City of Camas's consideration and submit the recommendations one week in advance of the workshop. Tetra Tech will develop the necessary spreadsheets and analytical tools for evaluating and selecting the recommendations.

Deliverable: Facilitated Workshop #3

Assumptions

- The workshop and field analysis will be conducted by MS Teams video conference

Task 8 Draft Final and Final RRA

Following completion of the workshops, Tetra Tech will prepare a Draft Final RRA compiling and summarizing the process, results, recommendations, decisions, and action items that will provide the City with Risk and Resilience

Action Plan for review. Following review, Tetra Tech will conduct a meeting with the City project manager to review comments and revisions. Tetra Tech will prepare a Final RRA Action Plan for the City of Camas's records. Tetra Tech will also prepare the required RRA document and post it to the project secure Sharepoint site for downloading. Tetra Tech will provide the link to the online certification letter for the City's completion and submission.

Deliverables:

- Draft Final RRA
- Final RRA

Assumptions:

- The City of Camas will provide a single set of reviewed and resolved comments on the Draft Final RRA.
- Following project completion all project files will be deleted from Tetra Tech servers and the Sharepoint site deleted for security purposes.

Task 9 Emergency Response Plan (ERP) Initiation

Concurrent with the submission of the final RRA, Tetra Tech will initiate the process of developing the ERP. Tetra Tech will conduct a 2-hour on-site ERP project kickoff meeting with the City's project manager and key personnel. The Tetra Tech project manager will facilitate the meeting. Tetra Tech will provide printed meeting materials for up to 10 participants.

Tetra Tech will conduct the on-site ERP kickoff meeting with key stakeholders pre-selected and notified by the City, who will serve as members of a Working Group. The objectives of this meeting will be to initiate their involvement in the ERP development, finalize the project timeline, and discuss the communication plan. Meeting objectives will also include obtaining commitment and buy-in to the planning process, as well as setting expectations and confirming responsibilities of the Working Group members. In addition, Tetra Tech will identify and discuss the planning requirements for this project and review applicable local, state, and federal guidelines.

Deliverable: Facilitated ERP kick-off.

Task 10 Plan Review, Gap Analysis, and ERP Outline

Tetra Tech will conduct a comprehensive review of the existing emergency response documentation and guidance and determine their suitability for meeting requirements for AWIA compliance. A gap analysis will assist Tetra Tech in guiding a discussion with the City regarding the update's overall vision and end state.

After discussing the gap analysis and reviewing revisions needed to meet the AWIA compliance, Tetra Tech will develop an ERP outline that is consistent with both the City's vision and AWIA requirements.

Tetra Tech will submit a data request for ERP documents to the City's project manager and assess those provided. Tetra Tech will then develop a gap analysis summary that highlights current capabilities and areas for further development.

Task 11 Stakeholder Workshop

A collaborative plan revision process that combines iterative draft plan development with Working Group participation is the key to building ownership in the plan. Through a series of targeted interviews and meetings, Tetra Tech will gather the data needed to begin the planning process. Tetra Tech will facilitate the stakeholder engagement process and provide advice and guidance based on best practices, as appropriate.

During this task, Tetra Tech will conduct an on-site planning meeting and up to four stakeholder interviews with departments that have critical ERP responsibilities. The meeting and interviews are designed to gather the necessary information to revise the plan as well as discuss key planning assumptions and the outline and format of the updated ERP. Tetra Tech will provide printed meeting materials for each interview.

After the stakeholder outreach, Tetra Tech will develop recommendations detailing the findings and proposed comprehensive plan outline and scope of content. The recommendations will be used as a tool to guide updates for the ERP as required by AWIA.

Deliverable: Facilitated ERP workshop

Task 12 Preliminary, Draft Final, and Final ERP Development and Review

Tetra Tech will develop a preliminary draft ERP and submit it to the City one week prior to a document-review workshop with the City's ERP Working Group. The workshop objective is for stakeholders to provide review, input, and direction and for the Tetra Tech team to gather feedback and guidance on missing information. Tetra Tech will provide printed meeting materials for up to 10 participants. The workshop will be scheduled for two hours. Following the workshop, Tetra Tech will prepare a draft final ERP for City review. The City will provide a final review of the ERP. Tetra Tech will conduct a conference call with the City project manager to review comments and revisions. Following the conference, call Tetra Tech will prepare a final ERP for the City's records. Tetra Tech will also prepare the required ERP compliance letter for the City's submission to the EPA.

Deliverables:

- Preliminary draft ERP via Sharepoint site
- Final ERP via Sharepoint site

Assumptions:

The City will provide a single set of reviewed and resolved comments.

**EXHIBIT “B”
COSTS FOR SCOPE OF SERVICES**

Price Proposal detailing Project Phases, Tasks, and Schedule is attached.

EXHIBIT “C”
TITLE VI ASSURANCES

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

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

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

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

ORDINANCE NO. 21-007

AN ORDINANCE amending the City of Camas' 2021 Budget Ordinance No. 20-011.

WHEREAS, the City Council of the City of Camas approved Ordinance No. 20-011 and adopted a budget for the years 2021-2022; and

WHEREAS, the City Council of the City of Camas desires to effectively utilize and manage the City's financial resources; and,

WHEREAS, the City Council of the City of Camas finds that the proposed adjustments to the Budget for 2021 reflect revenues and expenditures that are intended to ensure the provision of vital municipal services at acceptable levels; and,

WHEREAS, funds received in excess of estimated revenues during the current fiscal year, when authorized by an ordinance amending the original budget, may be included in the expenditure limitation, pursuant to RCW 35A.34.200(1)(d); and

WHEREAS, the City desires to undertake activities, which were not foreseen at the time of adopting the 2021-2022 budget; and

WHEREAS, pursuant to RCW 35A.34.150, the financial activities in the following funds could not have been reasonably foreseen at the time of adopting the 2021-2022 budget, and

WHEREAS, by Ordinance No. 2708, the City of Camas established a Biennial Budget process pursuant to the provisions of RCW 35A.34, including therewith procedures for modification of the Biennial Budget; and

WHEREAS, the proposed budget modifications as set forth herein have been provided to the City Council and to the public; and

WHEREAS, a public hearing as required on the proposed budget modifications has been held as required.

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

Section I

Budget Amendment – Effect on Fund Revenues and Expenses. In summary form, modifications to the totals of estimated revenues and appropriations for each separate fund and the aggregate totals for all such funds combined are as shown on Attachment A for 2021.

ORDINANCE NO. 21-007

Section II

Adoption. The 2021 Amendments to the Budget of the City of Camas are hereby adopted.

Section III

Effective Date. This ordinance shall take force and be in effect five days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this 19th day of April, 2021.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

2021 Budget Amendment - Fund Summary

	Beg Fund Balance	Budget Revenues (1)	Budget Expenses (1)	Estimated End Fund Balance	Budget Amendment Revenues	Budget Amendment Expenses	Amended Fund Balance	Note: Budget Packages
Operating Funds								
General	\$ 9,917,694	\$ 26,479,338	\$ (28,698,907)	\$ 7,698,125		\$ (162,000)	\$ 7,536,125	CF-2,S-1,S-3,S-7
Streets	\$ 1,229,954	\$ 3,606,557	\$ (3,579,630)	\$ 1,256,881	\$ 146,000	\$ (302,000)	\$ 1,100,881	CF-2,CF-12,S-2
Tree Fund	\$ 15,422	\$ 225	\$ -	\$ 15,647			\$ 15,647	
Camas/Washougal Fire & EMS	\$ 2,967,442	\$ 11,193,800	\$ (12,041,102)	\$ 2,120,140		\$ (100,000)	\$ 2,020,140	S-4
Cemetery	\$ 114,450	\$ 265,010	\$ (245,929)	\$ 133,531			\$ 133,531	
Capital/Enterprise Funds								
Unlimited GO Debt Service	\$ 9,226	\$ -	\$ -	\$ 9,226			\$ 9,226	
Limited GO Debt Service	\$ -	\$ 2,449,298	\$ (2,449,298)	\$ -		\$ -	\$ -	
REET	\$ 10,162,097	\$ 5,755,365	\$ (6,182,321)	\$ 9,735,141		\$ (607,000)	\$ 9,128,141	CF-1,CF-3, CF-5
Park Impact Fee	\$ 5,144,594	\$ 2,095,963	\$ (1,253,331)	\$ 5,987,226			\$ 5,987,226	
Transportation Impact Fee	\$ 3,153,085	\$ 2,530,072	\$ (1,171,063)	\$ 4,512,094			\$ 4,512,094	
Fire Impact Fee	\$ 1,080,373	\$ 345,398	\$ -	\$ 1,425,771			\$ 1,425,771	
NW 38th Ave Phase 3	\$ 403,539	\$ 766,000	\$ (766,000)	\$ 403,539			\$ 403,539	
Brady Road Construction	\$ 684,478	\$ -	\$ -	\$ 684,478	\$ 300,000	\$ (300,000)	\$ 684,478	CF-3
Larkspur Construction	\$ -	\$ -	\$ -	\$ -			\$ -	
Legacy Lands	\$ 6,235,093	\$ 20,000	\$ (500,000)	\$ 5,755,093			\$ 5,755,093	
Lake and Everett	\$ 222,245	\$ 100,000	\$ (100,000)	\$ 222,245	\$ 575,000	\$ (575,000)	\$ 222,245	CF-4
Facilities Capital Fund	\$ -	\$ 889,874	\$ (889,874)	\$ -	\$ -	\$ -	\$ -	
Storm Water	\$ 2,772,413	\$ 1,929,186	\$ (2,937,562)	\$ 1,764,037	\$ 118,500	\$ (288,500)	\$ 1,594,037	CF-6,S-6,S-7
Solid Waste	\$ 3,027,046	\$ 3,152,552	\$ (2,958,396)	\$ 3,221,202		\$ (60,000)	\$ 3,161,202	CF-7
Water/Sewer	\$ 6,138,896	\$ 14,505,870	\$ (16,082,691)	\$ 4,562,075		\$ (655,000)	\$ 3,907,075	CF-13,S-2,S-5
W/S Capital Projects	\$ 52,393	\$ 1,040,000	\$ (1,040,000)	\$ 52,393			\$ 52,393	
North Shore Construction Project	\$ 493,499	\$ -	\$ (100,000)	\$ 393,499		\$ (250,000)	\$ 143,499	CF-9
Water Capital Projects	\$ 8,671,632	\$ 925,000	\$ (4,630,000)	\$ 4,966,632		\$ (1,000,000)	\$ 3,966,632	CF-8
WS Capital Reserve	\$ 16,240,620	\$ 8,016,936	\$ (1,365,000)	\$ 22,892,556			\$ 22,892,556	
WS Bond Reserve	\$ 1,715,230	\$ 33,541	\$ -	\$ 1,748,771			\$ 1,748,771	
Reserve Funds								
Lodging Tax	\$ 35,716	\$ 13,214	\$ (10,000)	\$ 38,930			\$ 38,930	
Firemen's Pension	\$ 1,292,940	\$ 36,562	\$ (85,126)	\$ 1,244,376			\$ 1,244,376	
Equipment Rental and Replacement	\$ 2,130,517	\$ 1,771,629	\$ (1,749,584)	\$ 2,152,562		\$ (142,000)	\$ 2,010,562	CF-10,CF-11
Retiree Medical	\$ 53,642	\$ 127,583	\$ (127,583)	\$ 53,642			\$ 53,642	
LEOFF 1 Disability Board	\$ 528,735	\$ 157,124	\$ (157,124)	\$ 528,735			\$ 528,735	
	\$ -	\$ -	\$ -	\$ -			\$ -	
	\$ 84,492,975	\$ 88,206,097	\$ (89,120,521)	\$ 83,578,551	\$ 1,139,500	\$ (4,441,500)	\$ 80,276,551	
				\$ -		\$ (3,302,000)		

(1) Budgeted revenues and expenses reflect the 2020 Adopted Budget

				Carry Forward	\$ 1,021,000	\$ (3,601,000)
Ord Budget	\$ 170,586,145	\$ 170,689,983	Administrative			
2022 Budget	\$ 82,380,048	\$ 81,569,465		\$ -		
			Supplemental	\$ 118,500	\$ (840,500)	
	\$ -	\$ (3)		\$ 1,139,500	\$ (4,441,500)	
				\$ (3,302,000)		
				\$ -		
				\$ -		

Attachment A

Adjustment #	Description	Note	Fund	Current Budget	Proposed Budget	Rev Increase Exp Decrease	Rev Decrease Exp Increase	Impact to Budget
CF-1	Other Improvements ADA Ramps RT1	Carry Forward 2020 Budget	300	\$ 50,000	\$ 132,000	300-00-594-760-63	\$ (82,000)	\$ (82,000)
CF-1	Adjust Fund Balance		300	\$ 9,735,141	\$ 9,653,141	300-00-308-000-00	\$ 82,000	\$ 82,000
CF-2	Transfer Out - Fund 112	Transfer to Streets	001	\$ 2,879,859	\$ 3,025,859	001-00-597-112-00	\$ (146,000)	\$ (146,000)
CF-2	Adjust Fund Balance		001	\$ 7,698,125	\$ 7,552,125	001-00-308-000-00	\$ 146,000	\$ 146,000
CF-2	Transfer In - Fund 001	Transfer from General Fund	112	\$ 879,859	\$ 1,025,859	112-00-397-001-01	\$ 146,000	\$ 146,000
CF-2	Street Preservation	Carry Forward 2020 Budget	112	\$ 879,859	\$ 1,025,859	112-76-595-300-65	\$ (146,000)	\$ (146,000)
CF-3	Transfer Out - Fund 315	Transfer to Brady Road	300	\$ -	\$ 300,000	300-00-597-315-00	\$ (300,000)	\$ (300,000)
CF-3	Adjust Fund Balance		300	\$ 9,735,141	\$ 9,435,141	300-00-308-000-00	\$ 300,000	\$ 300,000
CF-3	Transfer In - Fund 300	Transfer from REET	315	\$ -	\$ 300,000	315-00-397-300-00	\$ 300,000	\$ 300,000
CF-3	Brady Road Construction	Carry Forward 2020 Budget	315	\$ -	\$ 300,000	315-00-595-300-65	\$ (300,000)	\$ (300,000)
CF-4	TIB Funding	Carry Forward 2020 Budget	321	\$ 575,000	\$ -	321-00-334-030-80	\$ 575,000	\$ 575,000
CF-4	Lake and Everett Project Completion	Carry Forward 2020 Budget	321	\$ 100,000	\$ 675,000	321-00-595-300-65	\$ (575,000)	\$ (575,000)
CF-5	Downtown Trail	Carry Forward 2020 Budget	300	\$ -	\$ 225,000	300-00-594-765-63	\$ (225,000)	\$ (225,000)
CF-5	Adjust Fund Balance		300	\$ 9,128,141	\$ 8,903,141	300-00-308-000-00	\$ 225,000	\$ 225,000
CF-6	Parker Estates Storm Facility	Carry Forward 2020 Budget	419	\$ 200,000	\$ 300,000	419-00-594-541-63	\$ (100,000)	\$ (100,000)
CF-6	Adjust Fund Balance		419	\$ 1,764,037	\$ 1,664,037	419-00-308-000-00	\$ 100,000	\$ 100,000
CF-7	Flatbed Truck	Carry Forward 2020 Budget	422	\$ -	\$ 60,000	422-00-594-370-64	\$ (60,000)	\$ (60,000)
CF-7	Adjust Fund Balance		422	\$ 3,221,202	\$ 3,161,202	419-00-308-000-00	\$ 60,000	\$ 60,000
CF-8	544 Reservoir	Carry Forward 2020 Budget	428	\$ -	\$ 1,000,000	428-00-594-342-65	\$ (1,000,000)	\$ (1,000,000)
CF-8	Adjust Fund Balance		428	\$ 4,966,632	\$ 3,966,632	428-00-308-000-00	\$ 1,000,000	\$ 1,000,000
CF-9	Lacamas Creek Pump Station	Carry Forward 2020 Budget	427	\$ 100,000	\$ 350,000	427-00-594-351-65	\$ (250,000)	\$ (250,000)
CF-8	Adjust Fund Balance		427	\$ 393,499	\$ 143,499	427-00-308-000-00	\$ 250,000	\$ 250,000
CF-10	Assetworks (subscription based)	Carry Forward 2020 Budget	523	\$ 252,262	\$ 379,262	523-00-548-690-41	\$ (127,000)	\$ (127,000)
CF-10	Adjust Fund Balance		523	\$ 2,152,562	\$ 2,025,562	523-00-308-000-00	\$ 127,000	\$ 127,000
CF-11	Repairs and Maintenance	Carry Forward 2020 Budget	523	\$ 41,594	\$ 56,594	523-00-548-689-48	\$ (15,000)	\$ (15,000)
CF-11	Adjust Fund Balance		523	\$ 2,152,562	\$ 2,137,562	523-00-308-000-00	\$ 15,000	\$ 15,000
CF-12	Transportation System Plan	Carry Forward 2020 Budget	112	\$ 353,491	\$ 503,491	112-00-543-300-41	\$ (150,000)	\$ (150,000)
CF-12	Adjust Fund Balance		112	\$ 1,256,881	\$ 1,106,881	112-00-308-000-00	\$ 150,000	\$ 150,000
CF-13	General Sewer Plan	Carry Forward 2020 Budget	424	\$ 1,527,192	\$ 1,652,192	424-00-538-100-41	\$ (125,000)	\$ (125,000)
CF-13	Adjust Fund Balance		424	\$ 4,562,075	\$ 4,437,075	424-00-308-000-00	\$ 125,000	\$ 125,000
A-1								\$ -
S-1	Small tools and equipment	Field laptops for Police	001	\$ 59,780	\$ 66,780	001-08-521-220-35	\$ (7,000)	\$ (7,000)
S-1	Adjust Fund Balance	Reduction to Drug Fund	001	\$ 7,698,125	\$ 7,697,125	001-00-308-000-00	\$ 7,000	\$ 7,000
S-2	15th Ave Repair & Replace	Supp-use of preservation	112	\$ -	\$ 300,000		\$ (300,000)	\$ (300,000)
S-2	Street Preservation	To fund 15th R&R	112	\$ 879,859	\$ 579,859	112-76-595-300-65	\$ 300,000	\$ 300,000
S-2	Professional Services	Supp-survey costs	112	\$ 28,415	\$ 34,415	112-00-542-300-41	\$ (6,000)	\$ (6,000)
S-2	Adjust Fund Balance		112	\$ 1,256,881	\$ 950,881	112-00-308-000-00	\$ 6,000	\$ 6,000
S-2	Water Lines Replaced	Supp Water R&R	424	\$ 300,000	\$ 530,000	424-40-594-344-65	\$ (230,000)	\$ (230,000)
S-2	Adjust Fund Balance		424	\$ 4,562,075	\$ 4,332,075	424-00-308-000-00	\$ 230,000	\$ 230,000
S-3	Lifepak AEDs	Supp Police Small Tools	001	\$ 59,780	\$ 68,780	001-08-521-220-35	\$ (9,000)	\$ (9,000)
S-3	Adjust Fund Balance		001	\$ 7,698,125	\$ 7,689,125	001-00-308-000-00	\$ 9,000	\$ 9,000
S-4	Fire CIP & Funding Options Study	Funded by Camas/Wash	115	\$ 678,596	\$ 778,596	115-00-522-710-41	\$ (100,000)	\$ (100,000)
S-4	Adjust Fund Balance		115	\$ 2,120,140	\$ 2,020,140	115-00-308-000-00	\$ 100,000	\$ 100,000
S-5	Water Treatment Plant Controllers	Water Machinery	424	\$ 20,000	\$ 320,000	424-00-534-831-48	\$ (300,000)	\$ (300,000)
S-5	Adjust Fund Balance		424	\$ 4,562,075	\$ 4,262,075	424-00-308-000-00	\$ 300,000	\$ 300,000
S-6	State Grant - DOE	Dept of Ecology Grant	419	\$ -	\$ 118,500	419-00-334-030-11	\$ 118,500	\$ 118,500
S-6	Professional Services	Stormwater Mon Act Plan	419	\$ 100,000	\$ 263,500	419-00-531-700-41	\$ (163,500)	\$ (163,500)
S-6	Adjust Fund Balance		419	\$ 1,764,037	\$ 1,719,037	419-00-308-000-00	\$ 45,000	\$ 45,000
S-7	Professional Services	Haight Reservoir Study	419	\$ 100,000	\$ 125,000	419-00-531-700-41	\$ (25,000)	\$ (25,000)
S-7	Adjust Fund Balance		419	\$ 1,764,037	\$ 1,739,037	419-00-308-000-00	\$ 25,000	\$ 25,000

	\$ 4,741,500	\$ (4,741,500)	\$ -
Net Total	\$ 1,439,500	\$ (4,741,500)	\$ (3,302,000)
		\$ (3,302,000)	\$ (3,302,000)
		\$ -	\$ -
Carry Forward	\$ 1,021,000	\$ (3,601,000)	
Net Balance	\$ (2,580,000)	\$ (2,580,000)	\$ -
Administrative	\$ -	\$ -	\$ -
Net Balance	\$ -	\$ -	\$ -
Supplemental	\$ 418,500	\$ (1,140,500)	
Net Balance	\$ (722,000)	\$ (722,000)	\$ -
		\$ (3,302,000)	

Budget Summary		
Total	\$ 1,439,500	\$ (4,741,500)
		\$ (3,302,000)
		\$ (3,302,000)
		\$ -

**City of Camas
2021 Spring Omnibus Budget Packages**

3/3/2021

Pkg # Carry Forward List

	Department	Description	Amount	Reason
CF 1	Streets/Capital	ADA Access Upgrades	\$ 82,000	COVID-19 delay
CF-2	Streets/Capital	Pavement Management Program	\$ 146,000	COVID-19 delay
CF-3	Streets/Capital	Brady Road	\$ 300,000	Project completion
CF-4	Streets/Capital	Lake and Everett Intersection		Project completion
CF-5	Parks	Downtown Trail	\$ 225,000	Carry Forward 2020
CF-6	Stormwater	Parker Estates Storm Facility Project-Project Mgmt	\$ 100,000	Carry Forward 2020
CF-7	Solid Waste	Flatbed Truck	\$ 60,000	Carry Forward 2020
CF-8	Water	544 Reservoir	\$ 1,000,000	Project completion
CF-9	Sewer	Lacamas Creek Pump Station	\$ 250,000	Carry Forward 2020
CF-10	Public Works	AssetWorks	\$ 127,000	Carry Forward 2020
CF-11	Facilities	Mezzanine for Shops	\$ 15,000	Carry Forward 2020
CF-12	Streets	Transportation System Plan	\$ 150,000	Carry Forward 2020
CF-13	Sewer	General Sewer Plan	\$ 125,000	Carry Forward 2020
	Total		\$ 2,580,000	

Administrative List

Total		\$	-

Supplemental List

	Department	Description	Amount	Reason
S-1	Police	Field Laptops funded with Drug Fund proceeds	\$ 7,000	
S-2	Streets/Capital	NE 15th - Division to Everett	\$ 236,000	\$300k use of preservation
S-3	Police	Lifepak Automatic External Defibrillators	\$ 9,000	
S-4	CWFD	Fire CIP and Funding Model Consultants	\$ 100,000	Washougal will fund 40% of this cost
S-5	Water	Water Treatment Plant Controllers	\$ 300,000	
S-6	Stormwater	Stormwater Monitoring Action Plan	\$ 45,000	Grant funds \$118,500
S-7	Stormwater	Haight Reservoir Study	\$ 25,000	
	Total		\$ 722,000	

Total Spring Omnibus Budget Packages \$ 3,302,000

2021 Spring Omnibus Budget - Fund Balance Impacts

	General Fund	Street Fund	C/W Fire & EMS		REET Projects	Brady Road Construction	Lake and Everett	Storm Water	Solid Waste	Water/Sewer	North Shore Sewer Project	Water Capital Projects	Equipment Rental	Total	Dept.
Beginning Balance	\$ 9,917,694	\$ 1,229,954	\$ 2,967,442	\$ 10,162,097	\$ 684,478	\$ 222,245	\$ 2,772,413	\$ 3,027,046	\$ 6,138,896	\$ 493,499	\$ 8,671,632	\$ 2,130,517			
Revenues	\$ 26,479,338	\$ 3,606,557	\$ 11,193,800	\$ 5,755,365	\$ -	\$ 100,000	\$ 1,929,186	\$ 3,152,552	\$ 14,505,870	\$ -	\$ 925,000	\$ 1,771,629			
Expenditures	\$ (28,698,907)	\$ (3,579,630)	\$ (12,041,102)	\$ (6,182,321)	\$ -	\$ (100,000)	\$ (2,937,562)	\$ (2,958,396)	\$ (16,082,691)	\$ (100,000)	\$ (4,630,000)	\$ (1,749,584)			
Projected Ending Fund Balance	\$ 7,698,125	27% \$ 1,256,881	\$ 2,120,140	\$ 9,735,141	\$ 684,478	\$ 222,245	\$ 1,764,037	\$ 3,221,202	\$ 4,562,075	\$ 393,499	\$ 4,966,632	\$ 2,152,562			
Carry Forward Packages															
CF-1	2020 ADA Projects				\$ (82,000)									\$ (82,000)	Engineering
CF-2	Transfer from GF to Street Fund	\$ (146,000)	\$ 146,000											\$ -	Street
	Street Preservation		\$ (146,000)											\$ (146,000)	Street
CF-3	Transfer from REET to Brady				\$ (300,000)	\$ 300,000								\$ -	Engineering
	Brady Road Improvements					\$ (300,000)								\$ (300,000)	Engineering
CF-4	TIB Grant						\$ 575,000							\$ 575,000	Engineering
	Lake and Evereth Project						\$ (575,000)							\$ (575,000)	Engineering
CF-5	Downtown Trail				\$ (225,000)									\$ (225,000)	Parks & Rec
CF-6	Parker Estates Stormwater Facility Completion							\$ (100,000)						\$ (100,000)	Stormwater
CF-7	Flatbed truck for Solid Waste								\$ (60,000)					\$ (60,000)	Solid Waste
CF-8	544 Reservoir										\$ (1,000,000)			\$ (1,000,000)	Water
CF-9	Lacamas Creek Pump Station									\$ (250,000)				\$ (250,000)	Sewer
CF-10	Assetworks											\$ (127,000)		\$ (127,000)	ERR
CF-11	Mezzanine in Shops												\$ (15,000)	\$ (15,000)	ERR
CF-12	Transportation System Plan		\$ (150,000)											\$ (150,000)	Street
CF-13	General Sewer Plan								\$ (125,000)					\$ (125,000)	Sewer
	Total Carry Forward	\$ (146,000)	\$ (150,000)	\$ -	\$ (607,000)	\$ -	\$ (100,000)	\$ (60,000)	\$ (125,000)	\$ (250,000)	\$ (1,000,000)	\$ (142,000)	\$ (2,580,000)	\$ -	
	Subtotal Fund Balance	\$ 7,552,125	26% \$ 1,106,881	\$ 2,120,140	\$ 9,128,141	\$ 684,478	\$ 222,245	\$ 1,664,037	\$ 3,161,202	\$ 4,437,075	\$ 143,499	\$ 3,966,632	\$ 2,010,562	\$ (2,580,000)	
Administrative Packages															
	Total Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal Fund Balance	\$ 7,552,125	26% \$ 1,106,881	\$ 2,120,140	\$ 9,128,141	\$ 684,478	\$ 222,245	\$ 1,664,037	\$ 3,161,202	\$ 4,437,075	\$ 143,499	\$ 3,966,632	\$ 2,010,562	\$ (2,580,000)	
Supplemental Packages															
S-1	Field laptops funded with Drug Fund Proceeds	\$ (7,000)												\$ (7,000)	Police
S-2	Ne 15th Ave-Division to Everett		\$ (306,000)						\$ (230,000)					\$ (536,000)	Engineering
	Preservation		\$ 300,000											\$ 300,000	Engineering
S-3	Lifepack AEDs for Police Patrol Cars	\$ (9,000)												\$ (9,000)	Police
S-4	CWFD Fire CIP and Funding Options Study			\$ (100,000)										\$ (100,000)	CWFD
S-5	Water Treatment Plant Controllers								\$ (300,000)					\$ (300,000)	Water
S-6	Dept of Ecology Grant						\$ 118,500							\$ 118,500	Stormwater
	Increase in generator budget						\$ (163,500)							\$ (163,500)	Stormwater
S-7	Haight Reservoir Study	\$ -					\$ (25,000)							\$ (25,000)	Parks Maint
	Total Supplemental	\$ (16,000)	\$ (6,000)	\$ (100,000)	\$ -	\$ -	\$ (70,000)	\$ -	\$ (530,000)	\$ -	\$ -	\$ -	\$ -	\$ (722,000)	
	Net Budget Adjustment	\$ (162,000)	\$ (156,000)	\$ (100,000)	\$ (607,000)	\$ -	\$ -	\$ (170,000)	\$ (60,000)	\$ (655,000)	\$ (250,000)	\$ (1,000,000)	\$ (142,000)	\$ (3,302,000)	
	Total Adjusted Fund Balance	\$ 7,536,125	26% \$ 1,100,881	\$ 2,020,140	\$ 9,128,141	\$ 684,478	\$ -	\$ 1,594,037	\$ 3,161,202	\$ 3,907,075	\$ 143,499	\$ -	\$ -	\$ (3,302,000)	



Staff Report

April 19, 2021 Council Regular Meeting

Public Hearing and Consideration for Ordinance 21-007 Amending the 2021 Budget

Presenter: Cathy Huber Nickerson, Finance Director

Phone	Email
360.817.1537	chuber@cityofcamas.us

BACKGROUND: This item is to close a public hearing and to consider Ordinance 21-007 which will amend the 2021 Budget (Spring Omnibus).

SUMMARY: On April 5, 2021, City Council opened a public hearing to consider public comment on Ordinance 21-007 according to state statute. The 2021 Spring Omnibus are items which require “carrying forward” some unspent items of the 2020 Budget into 2021. These items are almost always capital projects which are not complete by the end of the fiscal year end. This Omnibus Budget also includes supplemental budget appropriations for unanticipated items during budget development such as equipment or contracts. Below is a summary of both groups of decision packages:

Package	Title	Description	Fund Impacted	Overall Appropriation
CF-1	2020 ADA Upgrades	Due to COVID-19, the ADA projects scheduled for 2020 are to be carry forward to 2021.	REET	\$ 82,000
CF-2	2020 Street Preservation	Due to COVID-19, street preservation projects were delayed	General Fund/Street	\$ 146,000
CF-3	Brady Road Completion	Carry forward budget unspent and REET funding	Brady Road/REET	\$ 300,000
CF-4	Lake and Everett Completion	Carry forward budget unspent and TIB Funding	Lake and Everett	\$ -
CF-5	Downtown Trail	Carry forward budget to repair the stairs from Downtown to Mill Ditch Trail	REET	\$ 225,000
CF-6	Parker Estates Storm Facility Project	Carry forward budget for project management of the construction of the stormwater facility	Stormwater	\$ 100,000
CF-7	Flatbed Truck	Carry forward a purchase of a flatbed truck to pick up and deliver garbage cans	Solid Waste	\$ 60,000
CF-8	544 Reservoir Completion	Carry forward budget unspent	Water Projects	\$ 1,000,000
CF-9	Lacamas Creek Pump Station	Carry forward budget unspent	Sewer Projects	\$ 250,000
CF-10	Assetworks	Carry forward budget unspent	ERR	\$ 127,000
CF-11	Mezzanine for Shops	Carry forward budget unspent	ERR	\$ 15,000
CF-12	Transportation System Plan	Carry forward budget unspent	Streets	\$ 150,000
CF-13	General Sewer Plan	Carry forward budget unspent	Sewer	\$ 125,000
S-1	Field Computers for Police	3 field laptops purchase with the use of Drug Fund proceeds	General Fund	\$ 7,000
S-2	NE 15th Ave-Division to Everett	Street Repair and replacement project to include water pipes. Project to be funded with Street preservation funds and water utility funds	Street/Water	\$ 236,000
S-3	Lifepak Automatic External Defibrillators	To buy 5 additional AEDs to have one in every patrol car	General Fund	\$ 9,000
S-4	Fire CIP and Funding Options Study	The Fire CIP is needed for future planning of facilities as well as sizing fire impact fees. The Funding Options Study is to determine the best long term funding for the two cities	CWFD	\$ 100,000
S-5	Water Treatment Plan Controllers	Purchase additional controllers for the Water Treatment Plant	Water	\$ 300,000
S-6	Stormwater Monitoring Action Plan	This plan will cost \$163,500 with \$118,500 funded by Department of Ecology grant and the remaining \$45,000 from Stormwater rates	Stormwater	\$ 45,000
S-7	Haight Reservoir	This is a study to determine the amount of water in reservoir	Stormwater	\$ 25,000
			Total	\$ 3,302,000

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? This agenda item is to describe the packages requiring budget adjustments for Council's consideration.

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

How have communities been engaged? Are there opportunities to expand engagement? A public hearing will be opened at the Regular Council Meeting and be held open for three weeks through the December 7th Regular Council Meeting.

Who will benefit from, or be burdened by this agenda item? All City residents will benefit from most of these decision packages.

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

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

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

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

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

How does this item support a comprehensive plan goal, policy or other adopted resolution? These items are in line with the City's Strategic Plan.

BUDGET IMPACT: The impact to the 2021 Budget is \$3,302,000 which is funded with offsetting revenues or fund balance. The presentation and Attachment A provide more detail.

RECOMMENDATION: Staff recommends City Council close the public hearing and consider approval of Ordinance 21-007 Amending the 2021 Budget.

RESOLUTION NO. 21-002

A RESOLUTION amending and replacing Resolution 16-009 by establishing revised thresholds for the delegation of contracting and agreement authority to the Mayor or designee and directing the Finance Director to establish and administer the necessary policies and procedures for contracting, agreements, and purchasing to ensure compliance with state law, municipal code, and any applicable resolutions.

WHEREAS, the legislature has vested the authority to contract and procure with the Council, pursuant to RCW 35A.11.010; and

WHEREAS, the Council exercises general control over the City's contracting and agreement activities through its adoption of the annual budget and through the accounts payable process; and

WHEREAS, the Council recognizes that the scope of contracting and agreement activities at the City is such that a reasonable delegation of contracting and agreement authority to the Mayor or designee is in the best interest of the City by facilitating administrative efficiency; and

WHEREAS, the Finance Director should be directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions;

WHEREAS, the Council has heretofore adopted Resolution 16-009 relating to such delegation of contract and agreement authority and upon review have revised the threshold amounts thereof and made provisions relating to recurring contract and agreement authority;

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

I

The Council hereby establishes the thresholds for the delegation of contract and agreement approval authority to the Mayor or designee as shown in Exhibit A.

II

The Finance Director is directed to establish the necessary administrative policies and procedures to ensure that City contracting, agreements, and procurement activities are in compliance with state law, municipal code, and any applicable resolutions.

III

Resolution 16-009 as adopted by the City Council is hereby superseded and replaced by this Resolution 21-002.

ADOPTED BY THE COUNCIL OF THE CITY OF CAMAS AND APPROVED BY THE MAYOR this 19th day of April, 2021.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

EXHIBIT A

CONTRACT AND AGREEMENT THRESHOLDS

The expenditure of public funds for the purchase of and contracting for goods, services, supplies, and materials and all other contracts and agreements shall comply with all applicable state law requirements set forth in the Revised Code of Washington (RCW) and the Washington Administrative Code (WAC), in addition to any applicable federal laws and regulations.

The City Council authorizes the Mayor, or designee, to enter into and execute on behalf of the City the following contracts and/or agreements without individual approval of each contract and/or agreement by the City Council, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

- A. Professional Service Contracts and Agreements – including, but not limited to contracts and agreements for architectural, engineering, legal, and consulting services involving a cost or fee of less than \$10,000.
- B. Maintenance/Service Contracts – for nonprofessional services involving a cost or fee of less than \$10,000.
- C. Lease Agreements – for materials, supplies, and equipment where the expenditures or fee do not exceed \$10,000 per year.
- D. Public Works Projects – Small Works Roster Projects with a single trade involving expenditures of less than \$50,000 and Small Works Roster Projects with multiple trades involving expenditures of less than \$100,000.
- E. Public Works Projects - Capital and Major Maintenance Projects in excess of the limits set forth in subsection D herein shall proceed to Council for approval. The Mayor or his designee shall have the authority to execute the Change Orders up to 10% of the contract total, provided that the Change Orders are within the limits of the original contract and consistent with the scope and intent of the authorized project.

The breaking down of any purchase contract or agreement into units or phases for the purpose of avoiding the maximum dollar threshold is prohibited.

Following City Council approval of any contract and/or agreement any subsequent annual or recurring renewal thereof may be exercised by the Mayor or designee without additional Council approval, so long as the contract and/or agreement is consistent with the approved budget for the City, and the City's liability under the contract and/or agreement does not exceed available fund balances.

The Mayor, in the Mayor's discretion, may present any contract or agreement to the City Council for prior approval, even if the contract or agreement is allowed to be approved without prior City Council approval.

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.

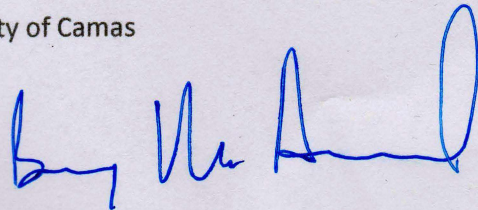
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

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



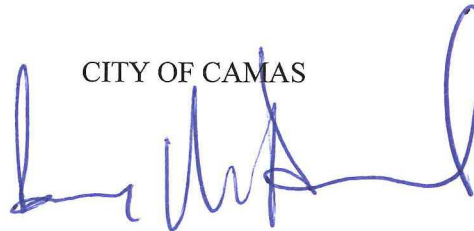
Mayor Barry McDonnell

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