



City Council Regular Meeting Agenda Monday, November 01, 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)

To Participate Remotely:

OPTION 1 -

1. Go to www.zoom.us, download the app or click "Join A Meeting" Meeting ID 984 2266 8255
2. Or, from any device click <https://zoom.us/j/98422668255>

OPTION 2 - Join by phone (audio only): Dial 877-853-5257 and enter meeting ID 984 2266 8255

For Public Comment:

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

To simply observe the meeting, go to the City's Public Meetings page - www.cityofcamas.us/meetings and click the "Watch Livestream" on the left of the page.

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

STAFF PRESENTATION

1. [Lake Management Plan Update and Phase 2B Scope of Work](#)
Presenter: Steve Wall, Public Works Director
Time Estimate: 30 minutes

CONSENT AGENDA

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

2. [October 18, 2021 Camas City Council Workshop and Regular Meeting Minutes, and October 8, 2021 City Council Retreat Meeting Minutes](#)
3. Automated Clearing House and Claim Checks Approved by Finance Committee
4. [2022 Timber Harvest Bid Award \(Submitted by Sam Adams\)](#)

NON-AGENDA ITEMS

5. Staff Updates
6. Council

MAYOR

7. Mayor Announcements
8. [Extra Mile Day Proclamation](#)

MEETING ITEMS

9. [Public Hearing for Ordinance No. 21-014 Authorizing Issuance and Sale of 2021 Limited Tax General Obligations Bonds](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
[Time Estimate: 10 minutes](#)
10. [Public Hearing for Ordinance No. 21-013 Amending the 2021-2022 Budget](#)
[Presenter: Cathy Huber Nickerson, Finance Director](#)
[Time Estimate: 5 minutes](#)
11. [Collective Bargaining Agreement – City of Camas and IAFF 2021-2023](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)
12. [New Position Descriptions for the Administrative Services Department](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

EXECUTIVE SESSION

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

ADJOURNMENT



Staff Report

November 1, 2021 Council Workshop Meeting

Lake Management Plan Update and Phase 2B Scope of Work

Presenter: Steve Wall, Public Works Director

Time Estimate: 30 minutes

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City Council adopted Resolution 20-016 in November 2020 in support of developing strategies to improve water quality within Lacamas, Round and Fallen Leaf Lakes (“lakes”). The City entered into a professional services agreement with Geosyntec Consultants, Inc. in June 2021 to provide support to the City in completing a Lake Management Plan (LMP) for the lakes which will identify short- and long-term strategies to improve water quality. Staff and Geosyntec completed the Phase 1 work in September 2021 which, among other things, included a Workplan to be followed and completed in future phases in order to successfully develop a full LMP.

SUMMARY: Staff has worked with Geosyntec to develop the attached “Phase 2B – Part 2” Scope of Work as part of the overall effort to develop the LMP. This specific scope of work will include support for additional public outreach, implementing short-term wins identified in Phase 1, assistance with funding applications, and overall project management support.

The Scope of Work includes a brief written description of all tasks that we envision will be necessary to complete the LMP. Those tasks that require additional data or information have been identified as being part of a subsequent scope and budget request. As shown in the presentation, we anticipate the LMP will be fully complete in 2023.

Staff will review the attached presentation with Council and provide an opportunity for questions and discussion on both the Phase 2B – Part 2 scope of work, and the overall effort to develop the LMP.

EQUITY CONSIDERATIONS:

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

Provide an update on the first phase of work associated with development of a LMP. Additionally, introduce the Scope of Work for subsequent phases of the LMP development and completion.

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

No new data has been collected to date. Additional scientific data and public engagement will be completed with future phases.

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

Public outreach was completed in Phase 1 and will continue throughout Phase 2 and through completion of the LMP.

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

The citizens, visitors, and businesses will all benefit from management of the lakes within the City limits.

What are the strategies to mitigate any unintended consequences?

An extensive public outreach and education campaign is included as part of the work, including multiple public meetings, Parks Commission and City Council meetings.

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

N/A

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

N/A

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

Cost and support by the majority of the community for development and implementation of management strategies for the lakes could be a hurdle for this proposal, but one that can be overcome through an extensive, transparent process and support from the State and various funding agencies.

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

The final Lake Management Plan will include strategies that will be measurable but will need to be adaptive over time. Public education and outreach will continue to be vital even after the Plan is completed so that management strategies continue to meet the expectations of the community.

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

Multiple policies identified in the City's Comprehensive Plan and in the Parks, Recreation and Open Space Plan (PROS) are supported with this work effort.

BUDGET IMPACT: The estimated cost to complete the work identified in the attached Scope of Work (Phase 2B, Part 2) is \$127,500. As identified in the presentation, funding for the work will come from a combination of an Ecology Freshwater Algae Control Program Grant, a State Budget Proviso, and the City's Stormwater Fund.

RECOMMENDATION: This item is for Council's information only. Staff recommends placing the Consultant Agreement Amendment with Geosyntec Consultants on the November 15, 2021 Consent Agenda.



Lake Management Plan Update

November 1, 2021

City Council Workshop

Big Picture Review

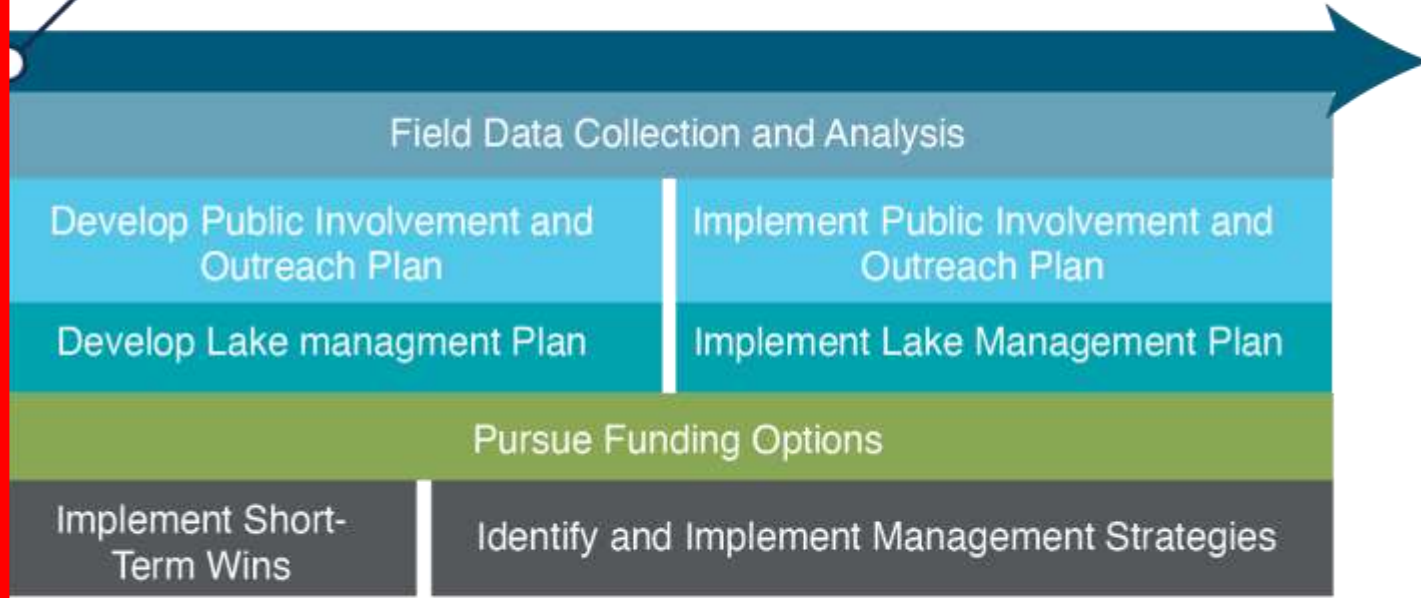


WORK COMPLETED

PHASE 1 | Lake Management Workplan Development (90 days)



PHASE 2 | Lake Management Plan Development and Implementation



Lake Management Plan Phase 1 Summary

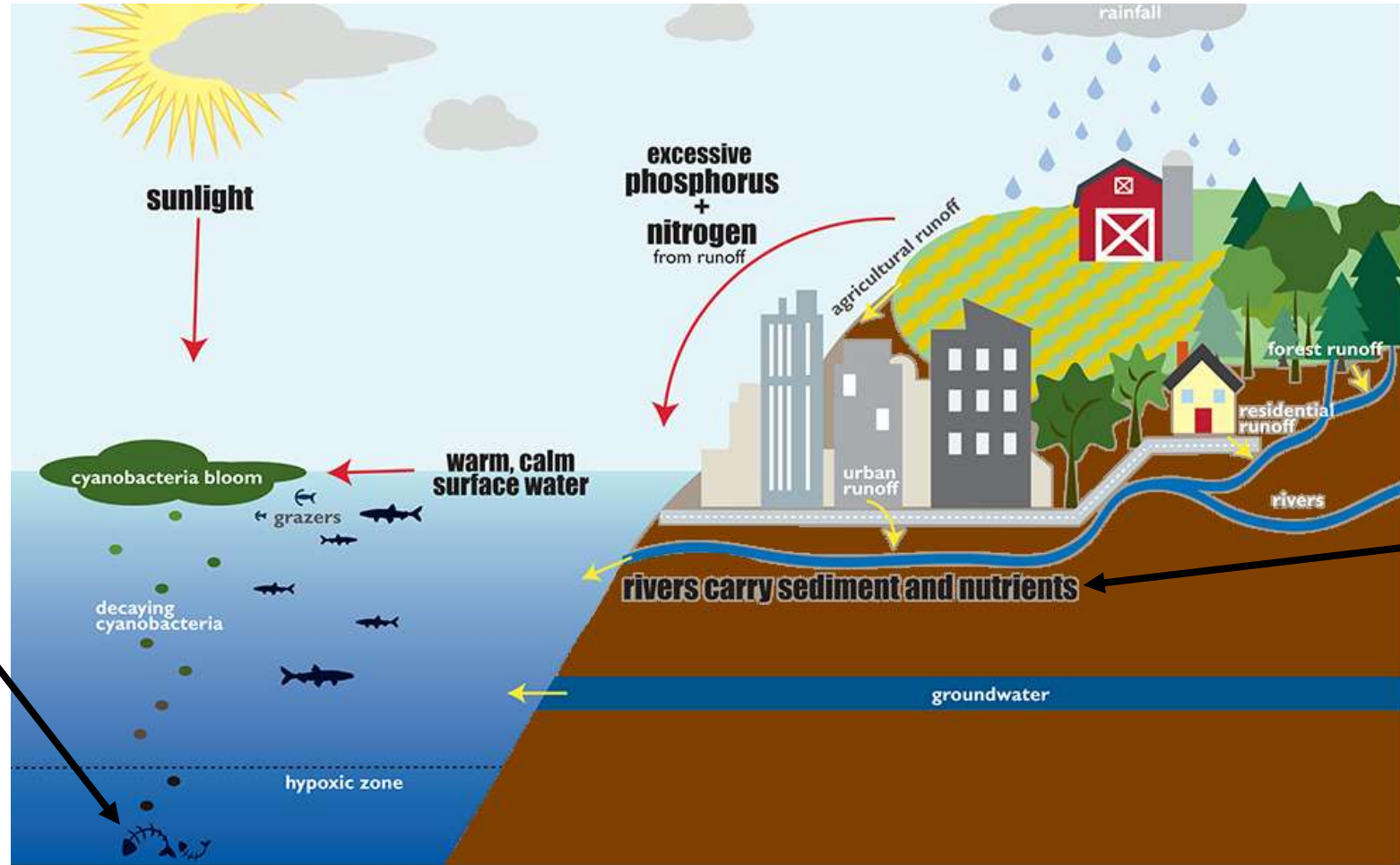


- Data and Background Review
 - Historic data and reports reviewed; Conceptual Site Model developed
 - No significant data collected since Mid-2000's
 - Based on most recent data:
 - Lacamas Creek accounted for majority of flow and phosphorus inflows
 - Conditions favorable for algae blooms
 - Lake is not well mixed
- Need additional data to understand current conditions

Overall Conceptual Site Model



Our studies will quantify the different sources of Phosphorus and Nitrogen and identify actions for mitigation.



Lacamas Creek carries nutrients from watershed

Lacamas Creek water does not mix significantly with hypoxic zone, particularly during summer stratification, meaning dissolved oxygen remains low in the bottom.

Modified From National Science and Technology Council, 2017

Lake Management Plan Phase 1 Summary



- Stakeholder Outreach
 - Frame the issue
 - Initial outreach to key stakeholders
 - Partner Agencies
 - Large landowners
 - Parks Commission
 - Simple Survey
 - What did we learn?
 - People want to recreate without fear of poor water quality
 - Want to improve water quality for recreation, wildlife habitat, and overall environmental benefit
 - Improvements to water quality are sustainable over time

Lake Management Plan Phase 1 Summary



- Funding Opportunities
 - Researched potential options for funding future phases
 - Most likely sources continue to be Dept of Ecology, partnerships with other agencies and assistance from State Legislators
 - Will continue refining through Phase 2
- Volunteer Opportunities
 - Multiple opportunities
 - Will continue refining through Phase 2

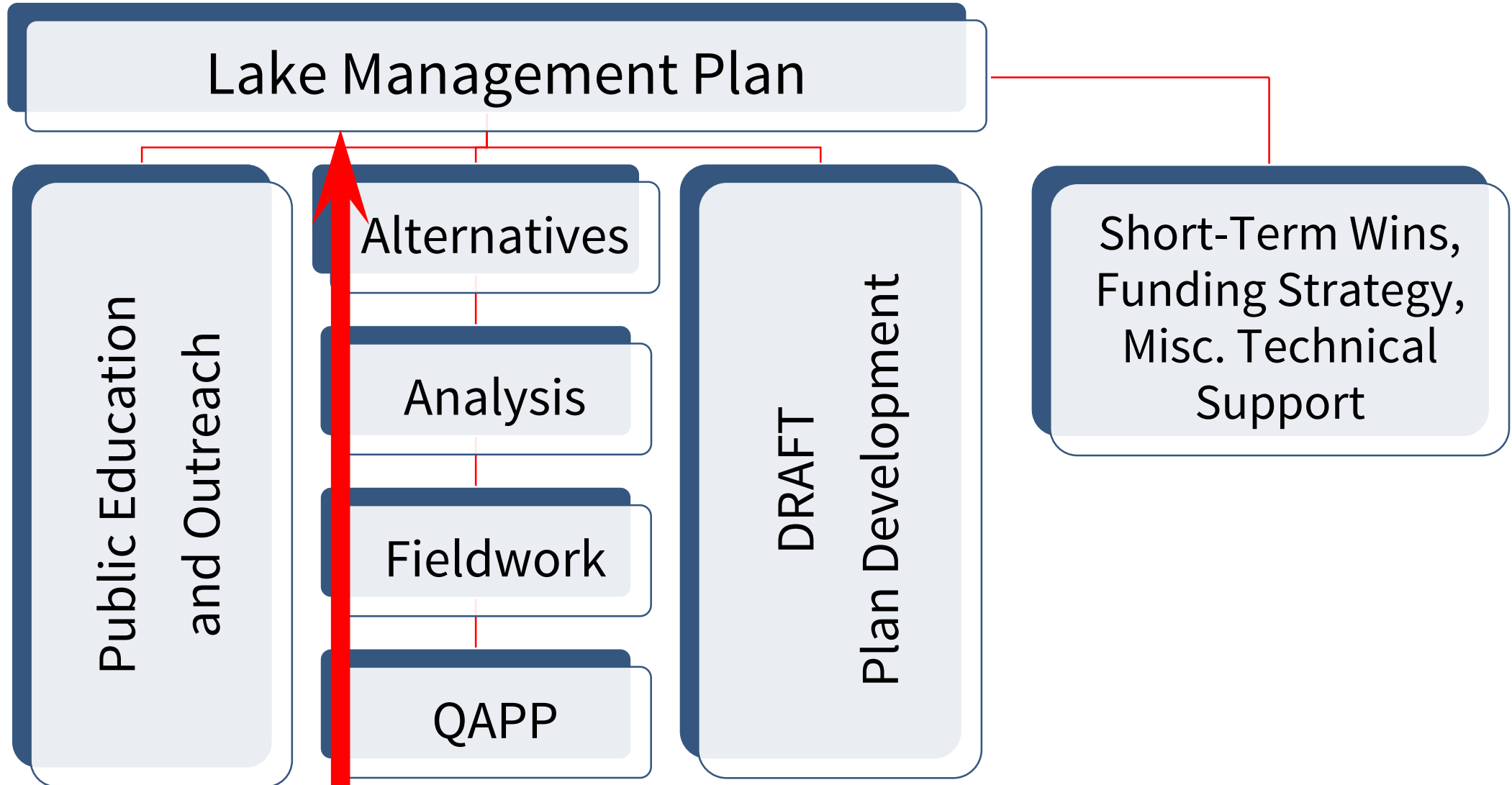
Lake Management Plan Phase 1 Summary



- Short-Term Wins
 - Education and Awareness campaigns
 - Continue partnering with other agencies
 - Clark County and Ecology
 - School District
 - Watershed Alliance of SW Washington
 - Review and optimize maintenance activities
 - Erosion control, restoration, and streambank stabilization projects

Questions on Phase 1?

Lake Management Workplan “Phase 2”



Overall Schedule



Start



2021		2022				2023			
Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Phase 1 - Background and Workplan Development								~ Finish	
	Phase 2A - QAPP								
	Phase 2B (Part 1) - Fieldwork								
	Phase 2B (Part 2) - Outreach, Short-Term Wins, Funding								
			Phase 2B (Part 3) - Alternatives Analysis, Develop LMP						

Phase 2B (Part 2) Summary



- Draft Scope of Work in Agenda Packet:
 - Public Outreach
 - Progress on Short-Term Wins
 - Funding Applications
 - Project Management
- **Total Cost = \$127,500 (est.)**
- **Schedule – Q4 2021 thru Q2 2022**

Phase 2B - Future



- **Phase 2B (Part 1)** – Monitoring and Sampling Fieldwork
 - Begins after completion of QAPP
 - Scope of Work anticipated end of 2021
 - **Schedule – Q1 2022 thru Q1 2023**

- **Phase 2B (Part 3)** - Data Analysis, Alternatives Development, Lake Management Plan Completion
 - After completion of portion of Fieldwork
 - Draft Scope of Work anticipated
 - **Schedule – Q3 2022 thru Q2 2023**



Available Funding

Freshwater Algae Control Program Grant
- \$66,666

State Capital Budget Allocation
- \$155,000

Camas Stormwater Funds
- \$300,000

Total Available (to date) = \$521,666



Expenses To Date

Phase 1 – Background, Outreach and Workplan

- Approx. \$90,000

Phase 2A – Quality Assurance Project Plan

- \$22,700 (est.)

Phase 2B (Part 1) – Sampling and Monitoring Fieldwork

- TBD

Phase 2B (Part 2) – Outreach, Short-Term Wins, Funding

- \$127,500 (est.)

Phase 2B (Part 3)

- TBD

Total Obligated To Date = **\$240,200**

Next Steps



- Propose placing Scope of Work (Phase 2B – Part 2) and Consultant Contract Amendment on November 15th Consent for consideration
- Continue work on QAPP
 - Submit to Ecology for Review/Approval
- Begin Fieldwork

QUESTIONS?



920 SW 6th Ave, Suite 600
Portland, Oregon 97204
PH 503.222.9518
FAX 971.271.5884
www.geosyntec.com

VIA ELECTRONIC MAIL

October 18, 2021

Mr. Steve Wall, P.E.
Public Works Director
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Subject: Phase 2B Draft Workplan, Lake Management Planning, First 6 months

Dear Mr. Wall,

On behalf of Geosyntec Consultants, Inc. (Geosyntec), we are pleased to present you with our draft scope of work for Phase 2B of the Lake Management Planning support to the City of Camas (City). Geosyntec's team with MacKay Sposito and JLA have developed this draft scope of work and budget for Lake Management Planning for Lacamas, Round and Fallen Leaf Lakes.

This workplan does not include conducting the field work, since the QAPP is not completed yet. Once the QAPP is near completion or submitted to Washington Department of Ecology for approval then the field workplan can be developed in detail with an associated cost.

Introduction

This workplan outlines the tasks needed to complete a Lake Management Plan, following the Washington State Department of Ecology (Ecology) Lake Cyanobacteria Management Plan (LCMP) format, for Lacamas, Round and Fallen Leaf Lakes. The workplan is intended to specify the tasks required to understand the issues of algal blooms that have become common within the lakes. Nutrients within the lake have allowed algal blooms to become more common and longer in duration. These algal blooms cause harmful toxins to enter the waterbody resulting in a public health risk for the local community. Current management of the lakes is based on an incomplete understanding of the causes of the blooms. As such, mitigation and prevention of these blooms are difficult unless a full understanding of the nutrient cycles within the lake can be developed, and external loading sources can be identified and determined. Identifying the phosphorus budget and inputs into the watershed are key to understanding and developing a comprehensive management plan for the watershed. This workplan outlines the steps towards development of such a plan.

Phase 2 can be separated into the following distinct parts:

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 2

- Phase 2a. QAPP development, to be completed via separate scope of work and agreement amendment.
- Phase 2b, Part 1: Conduct Field Work, to be developed based on the completed and approved QAPP.
- Phase 2b, Part 2: Task 2.2 (Part 2), Task 2.3, Task 2.4, and Task 2.9 (Part 2). This work would be done based on a funding request in November, 2021 and intended to run through May 2022.
- Phase 2b, Part 3: Task 2.2 (Part 3), Task 2.5, Task 2.6, Task 2.7, Task 2.8, and Task 2.9 (Part 3). This work would be done following completion of some or all of the field work. It is assumed that a funding request would be made in May, 2022, and that this phase would run from June, 2022 through June, 2023.

This workplan presents the tasks required for Phase 2b, Part 2, and Phase 2b, Part 3, but funding is currently being requested only for Phase 2b, Part 2.

Task 2A: QAPP Development

To be completed via separate scope of work agreement amendment.

Task 2.1: Conduct Field Work

To be developed based on the completed and approved QAPP.

Task 2.2 Stakeholder Involvement

Objective

The objective of this task is to conduct education and outreach with the community to generate continued awareness of the LCMP effort, collaborate with and inform key stakeholders and the broader community about the current lake conditions and potential management measures for short and long-term improvement and build consensus and support for sustainable and effective long-term management measures to improve lake water quality.

This task will focus on these three elements of engagement:

1. **Ongoing information and awareness campaign:** The project team will continue general communication with the broader community which will include maintaining the project webpage on Engage Camas, continued social media content and updating the project fact sheet. In addition, the project team will develop an informational “call to action” campaign to generate awareness of short-term management measures to improve water quality in the lakes, such as responsible pet waste practices, alternative fertilizers, etc. This campaign

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 3

could include collateral materials, such as stickers, posters, mailers, flyers and an informational video.

2. **Engage the public, key stakeholder groups and other partners to guide development of effective and sustainable long-term management measures to improve water quality in the lakes:** The project team will work with the City to develop and launch a series of three online open houses to guide the development of effective long-term management measures for the lakes informed by community goals and values. The online open houses will be designed to keep the community apprised of project progress with the field data program, the spectrum of lake management measures available, and be part of vetting and prioritizing appropriate lake management measures that will be acceptable to the community while improving lake water quality.
3. **Development of a community supported, long-term lake management recommended alternative:** In order to develop a lake management alternative (suite of management measures) that is supported by key stakeholders and the broader community, the project team will engage key stakeholder groups. These key stakeholders will include large property owners, state and local agencies, lake user groups, Camas Parks and Recreation Commission, City Council, the Lacamas Creek Watershed Advisory Committee and the broader community. Outreach and engagement will include small group meetings with key stakeholders, online surveys and online open houses to provide input on community goals, values and expectations for a long-term management alternative, these efforts will also provide an opportunity to learn about and provide input on the spectrum of lake management measures.

Activities

Activities within this task will take place in phases in the following phases:

Phase 2.2, Part 2 portion:

- A public involvement kickoff meeting to be held between the Geosyntec team and the City to inform development of the public involvement and communications plan
- Develop the public involvement and communications plan to include key messaging, awareness campaign strategies and outreach to target audiences
- Strategize with the City about how best to reach out to and maintain communication with key project stakeholders, including local and state agencies, large landowners, Camas School District, Camas Parks and Recreation Commission, City Council and lake user groups.
- Continue to update the City's Engage Camas page
- Continue to develop social media content

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 4

- Develop up to one community-wide mailer
- Develop up to one collateral material (sticker or poster)
- Host up to two informational tabling events at high traffic locations in the community
- Develop informational video describing the LMP, timeline and identified long and short-term management measures to improve water quality
- Conduct an online open house to share project progress with the field data program as well as ask questions to better understand the community values and expectations for future lake use and management measures.
- Conduct 2 meetings with key stakeholder groups, to be identified in collaboration with the City

Phase 2.2, Part 3 portion:

- Conduct an online community open house to share the spectrum of lake management measures and gather input on possible management measures for the future
- Conduct an online community open house to vet and prioritize appropriate lake management measures
- Continue to update the City's Engage Camas page for the LCMP
- Continue to develop social media content
- Develop up to one community-wide mailer
- Host up to two informational tabling events at high traffic locations in the community, including the Sept. 25th, 2022 Lake Clean-up Day
- Conduct 2 meetings with key stakeholder groups, to be identified in collaboration with the City

Deliverables

- Agenda and summary of action items from kick off meeting
- Public Involvement and Communications Plan
- Updated fact sheet (1)
- Design for collateral materials (1 sticker and 1 poster for awareness campaign)
- Development and summarizing up to three online open houses
- Coordination, attendance and summary of up to 4 tabling events
- Development of 1 mailer for distribution throughout the community
- Content for up to 12 social media posts
- Production of 1 informational video
- Up to 6 updates to the Engage Camas web page

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 5

- Agendas, discussion questions and summary report of meetings with up to 2 key stakeholder groups or individuals.

Assumptions

- The public involvement plan will undergo one round of review before being finalized
- Recognizing that the current pandemic is a constantly changing situation, the Geosyntec team will work closely with the City to determine the best methods to engage people whether that's online or through safely distanced in-person engagement

Task 2.3 Implement Short-Term Wins and Volunteer Opportunities

Objective

The objective of this task is to assist the City with implementing short-term win ideas prioritized in Phase 1.

Background

During Phase 1, we identified the following short-term wins as the most promising opportunities:

- Collaborate with Clark Conservation District on their workshop programs on watershed processes and water quality issues, and BMP technical assistance to landowners
- Optimization of stormwater operations, including checking catch basin cartridge units
- Evaluate opportunities related to the PROS plan as it is developed, in collaboration with the Camas Parks department. Opportunities may include prioritizing vegetation that exports less Phosphorus, and contributing to updated design standards and maintenance standards for trails to prevent erosion.
- Hotspot erosion control at:
 - East Lake boat ramp
 - Round Lake Parking lot (County owned)
- Screening of properties recently purchased as part of the legacy lands program. We recommend focusing on the Rose and Leadbetter properties.

Activities

- Participate in up to four (2) meetings with Clark Conservation District
- Participate in up to four (2) meetings with the City of Camas, Parks Department
- Conduct two (2) days of field work along with the City to assist with any of the potential following items:

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 6

- Checking catch basin cartridge units,
- Visiting the East Lake boat ramp for scoping erosion control opportunities,
- Visiting the Round Lake Overflow Parking Lot for scoping erosion control opportunities, or
- Screening level assessment of recently purchased properties current erosion state, and opportunities for on the ground restoration or BMP demonstration projects (Rose and Leadbetter properties),

Deliverables

- Meeting agendas and summary notes from the meetings with Clark Conservation District and the Parks Department
- Summary notes from the field activities
- Technical memo suggesting tactics to optimize stormwater operations potentially including construction erosion control inspections, ongoing facility inspection and maintenance, catch basin cleaning frequency and street sweeping.
- Technical memo outlining short term corrective actions to abate erosion.
- Technical memo regarding legacy lands, providing corrective actions to abate active erosion, and an opportunities matrix for potential restoration activities.
- Summaries of work performed

Assumptions

- Field work will be performed by 2 members of the Geosyntec team along with at least 1 City employee
- Additional field work required to complete these tasks is not part of this scope of work
- Existing fieldwork protocols can be used to evaluate recently purchased properties
- The City is able to provide complete information regarding how the stormwater program currently operates

Task 2.4 Funding Strategy and Implementation

Objective

The objective of this task is to utilize the funding strategies identified in Phase 1 to assist the City in applying for grant applications and collaborating with other agencies to pursue joint funding.

Activities

- Conduct a funding strategy Phase 2 kickoff meeting to discuss this approach. This will include discussion of developing inter-agency partnerships to pursue joint funding or

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 7

develop joint programs for project funding and implementation. Partnerships may include:

- Clark Conservation District
- Clark County
- Washington State Department of Ecology
- U.S. Department of Agriculture Natural Resources Conservation Service
- Provide limited support for the City in completing up to grant applications identified in Phase 1 (assume 18 hours of consultant time)
- Being able to identify and implement the most effective and sustainable LCMP for improving the lakes will require collaboration with other agencies and community partners. Therefore, the Geosyntec team will provide limited support, assisting the City in collaborating with local and state agencies to identify opportunities and develop long term partnerships for ongoing coordinated lake management and implementation of the Lake Management Plan (assume 24 hours of consultant time).

Deliverables

- Meeting agendas and summary notes from funding strategy session

Assumptions

- This task includes up to 50 total hours of consultant time from the Geosyntec team

Task 2.5 Field Data Analysis

Objective

The objective of this task is to analyze the field data coming in over the 12-month period to characterize the lake water quality conditions and support development of the LCMP.

Activities

- Analyze the field data and develop appropriate plots and tables and other information summarizing the data and what it tells about lake water quality conditions. This analysis includes:
 - Lake inflows, outflows and lake level
 - In-lake Temperature, Dissolved Oxygen, pH, Conductivity, and Secchi Depth
 - In-lake Phosphorus (Total and Orthophosphate), Nitrogen (Ammonium, Nitrate-Nitrite, and Total Persulfate N), Chlorophyll-a

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 8

- Concentration of Phosphorus (Total and Orthophosphate), Temperature, Dissolved Oxygen, Nitrogen (Ammonium, Nitrate-Nitrite, and Total Persulfate N), pH and Conductivity in the tributaries
- Waterfowl (qualitative)
- Aquatic vegetation
- Shoreline modification
- Lake sediment sampling, including analysis of core samples for Total Phosphorus, Phosphorus fractionation, Iron, Aluminum, Percent Water, Grain Size
- Document the results and findings in a chapter of the LCMP

Deliverables

- A chapter in the LCMP focused on the monitoring results and interpretation

Assumptions

- Completion of this Task is dependent upon an approved QAPP and field workplan and contract for collecting data being executed
- Depending on the results of the Ecology bacteria field sampling and the field sampling conducted under Task 2.4, there may be a need for conducting microbial source tracking, which would provide valuable information on bacteria sources to the lakes. Currently this is not scoped in this workplan

Task 2.6 Develop and Analyze Hydrologic and Nutrient Budget

Objective

The objective of this task is to develop quantitative budgets for water, phosphorus, and nitrogen.

Activities

- Acquire field data from other agencies such as USGS, WA Department of Ecology and others to support develop water and nutrient budgets
- Develop monthly and annual flow budget for each lake using table sand graphics, as needed
- Develop monthly and annual nutrient (total phosphorous, ortho-phosphorous, total nitrogen and nitrate-nitrate) budgets for each lake using table sand graphics, as needed
- Analyze monthly and annual loading from each of the sources, including potential internal loading, and outflows with data or other information

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 9

- Develop an analytical model of the Phosphorus balance in Lacamas/Round Lakes, using a method such as the Vollenweider (1968) model or similar, as a simple tool for predicting response to changes in loading or flow rates
- Calibrate the model by adjusting the rate coefficients to better match measured in-lake Phosphorus data
- Document the results and findings in a chapter of the LCMP

Deliverables

- A chapter in the LCMP focused on hydrologic budget, and a separate chapter on the nutrient budgets

Assumptions

- Completion of this Task is dependent upon an approved QAPP and field workplan and contract for collecting data being executed.
- This task is dependent on successful completion of the field effort

Task 2.7 Identify Management Methods for Cyanobacterial Control and Lake Restoration Planning

Objective

The objective of this task is to develop a recommended lake management plan with actionable steps, to significantly reduce algal blooms and improve overall water quality in Lacamas, Round, and Fallen Leaf Lakes, through lake and watershed management strategies.

Activities

- Develop criteria by which to measure the success of restoration and management activities
- Based on past experience and other LCMPs in WA and OR, develop a list of management measures that could be utilized to address water quality issues in the watershed and lakes. These may include at minimum: dam operations, sediment management, stormwater load reductions, agricultural best management practices, lake treatments, City ordinance changes and more
- Create a management measures matrix to evaluate and rank various measures based on factors such as cost, cost-effectiveness, sustainability, timeline to implement, funding needed, integration with City's existing goals, disruption to recreational uses and other factors

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 10

- Develop a list of potential alternatives (groups of management measures). Each alternative will contain combinations of in-lake techniques and best management practices (BMPs) at both the lake and in the watershed to control bioavailable phosphorus
- Evaluate alternatives concerning the criteria using the nutrient budgets, analytical model, lake history, and conceptual site model developed in Phase 1
- Conduct a series of workshops with the stakeholder working group, and the public at large, from Task 2.2 above to walk through the following:
 - Public Workshop 1
 - Review the past data and current data
 - Review the conceptual site model for the lakes based on the new data
 - Any differences with past conceptual model?
 - What does current conceptual model, water and nutrient budgets, data analysis tells us about the lake?
 - What do we know about sources and sinks to the lake?
 - Public Workshop 2
 - Review the universe of lake management strategies developed above, and describe and define each one of them
 - Based on the results from Phase 1 and Task 2.2 above develop a list of factors the community thinks are important to the long-term improvement of lake water quality
 - Workshop 3
 - Review the lake management measures matrix, including the factors the community thinks are important
 - Go through a charrette process or other format to gather feedback from the working group on how they would rank the various management measures.
- Output from the workshop process should be a prioritized list of management measures with City and community buy in that can be done in the short term (next 12 months) and over the longer term
- Based on the evaluation above, select a recommended alternative of management measures to pursue in the LCMP
- Develop a process for adaptive management to ensure continual improvement of lake quality
 - Measuring progress (e.g., projects on the ground, load reductions, improvements in the water quality of the lakes)
 - Deciding when to shift tactics if desired results are not achieved
 - Describe future monitoring and potential adaptive management activities that will support the recommended alternative

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 11

- Describe the funding and human resources required for the implementation of the recommended alternative

Deliverables

- A suite of community and City supported lake and watershed management measures for inclusion in the Lake Cyanobacteria Management Plan (Recommended Plan)

Assumptions

- Completion of this Task is dependent upon an approved QAPP and field workplan and contract for collecting data being executed
- The activities under this Task will be coordinated with the efforts under Task 2.2 to coordinate efforts with the stakeholder engagement and outreach and the working group to get appropriate engagement and community input for this task

Task 2.8 Develop Lake Management Plan (Lake Cyanobacteria Management Plan)

Objective

The objective of this task is to develop a complete LCMP that follows the Ecology Lake Cyanobacteria Management Plan template.

Activities

- Develop a detailed annotated LCMP outline
- Develop a draft LCMP for review by the City
- Develop PowerPoint slide decks and other material and present interim progress on the LCMP in three (3) stakeholder meetings
- Complete the draft LCMP for submission to Ecology
- Conduct potential conference call(s) with Ecology to seek additional guidance when developing the draft LCMP
- Receive and respond to comments from Ecology on the LCMP in coordination with the City.
- Conduct potential conference call(s) with Ecology to discuss feedback on the LCMP
- Develop and submit a final version to Ecology

Deliverables

- Draft and final versions of the LCMP

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 12

Assumptions

- Completion of this Task is dependent upon an approved QAPP and field workplan and contract for collecting data being executed.
- The draft LCMP will undergo one round of review with the City before being finalized for submission to Ecology
- The revised LCMP (addressing Ecology feedback will undergo one round of review with the City before being finalized for resubmission to Ecology
- There may be up to three (3) conference calls with Ecology to discuss the draft LCMP or discuss Ecology feedback on the LCMP

Task 2.9 Project Management and Progress Update Meetings

Objective

The objectives of this task are the attentive management of a project and ongoing communication with the City. This task is broken up into Task 2.9, Part 2, which covers the first 6 months, and Task 2.9, Part 3, which covers the subsequent work. Since the activities are the same for both parts, they are described here only once.

Activities

- Organize and lead a project team within to complete the tasks described below
- Maintain active communication with the City
- Convene meetings regularly, every three to four weeks, with the City and consultant team to report on:
 - Task progress
 - Problems encountered
 - Progress in reporting
- Manage the project, including scope, schedule and budget and subconsultant fees and expenses
- Prepare monthly invoices

Deliverables

- Presentations describing progress on the Tasks described below
- Monthly consolidated invoices submitted to the City
- Provide updated schedule of tasks

Assumptions

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
November 3, 2021
Page 13

- Regular updates will be provided as agreed upon between the Geosyntec team and the City

BUDGET

As previously discussed, Phase 2, will occur in four distinct pieces:

- Phase 2a. QAPP development, to be completed via separate scope of work and agreement amendment.
- Phase 2b. Part 1: Conduct Field Work, to be developed based on the completed and approved QAPP.
- Phase 2b, Part 2: Task 2.2 (Part 2) Task 2.3, Task 2.4, Task 2.9 (Part 2). This work would be done based on a funding request in November, 2021 and intended to run through May 2022.
- Phase 2b, Part 3: Task 2.2 (Part 3), Task 2.5, Task 2.6, Task 2.7, Task 2.8, and Task 2.9 (Part 3). This work would be done following completion of some or all of the field work. It is assumed that a funding request would be made in May, 2022, and that this phase would run from June, 2022 through June, 2023.

Table 1, below provides the detailed cost estimate for Phase 2b, Part 2 only. The total fee for Phase 2b, Part 2, is \$127,500, on a time and materials basis. This budget estimate includes a 3% communications fee on Geosyntec labor only and a 10% markup on subconsultant labor and any expenses. This is based on the Geosyntec standard rate schedule as provided under the original contracts from June 8, 2021. Labor rates are adjusted to reflect the 2022 rates for each firm since this work will most likely begin in 2022. If we do start in 2021 then 2021 rates will be used for work conducted in 2021.

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
 November 3, 2021
 Page 14

Task	Description	Total Cost
2A	QAPP Development	Approved
2.1	Field Work	Separate Request Coming
2.2, Part 2	Stakeholder Involvement, Next 6 months	\$57,500
2.2, Part 3	Stakeholder Involvement, Subsequent	Part of next funding request
2.3	Implement Short-Term Wins	\$34,000
2.4	Funding Strategy and Implementation	\$9,800
2.5	Field Data Analysis	Part of next funding request
2.6	Develop and Analyze Hydrologic and Nutrient Budget	Part of next funding request
2.7	Identify Management Strategies	Part of next funding request
2.8	Develop LCMP (Lake Cyanobacteria Management Plan)	Part of next funding request
2.9, Part 2	Project Management, Next 6 months	\$24,800
2.9, Part 3	Project Management, Subsequent	Part of next funding request
	Total, Phase 2b, Part 2	\$126,100
	Communications Fee, 3% (on Geosyntec labor only)	\$1,400
	Total, Phase 2b, Part 2, including Communications Fee	\$127,500

CLOSURE

If you have any questions regarding our draft scope of work for Phase 2b, Part 2, please feel free to contact me at (971) 271-5906/(503) 936-0115, or by email at RAnnear@geosyntec.com.

Thank you for the opportunity to submit this draft scope of work for your consideration.

Respectfully,

Robert Annear, Ph.D., P.E. (OR, WA, ID, FL, NC)
 Senior Principal Engineer
 971.271.5906
RAnnear@geosyntec.com
 Geosyntec Consultants

Sean Ragain, RG
 Senior Principal and Vice President
 971.271.5907
SRagain@geosyntec.com
 Geosyntec Consultants

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
November 3, 2021
Page 15

APPENDIX: LAKE CYANOBACTERIA MANAGEMENT PLAN OUTLINE

Title Page with Approvals

Table of Contents

Table of Figures and Tables

Executive Summary

1. Background
 - 1.1. Introduction and problem statement
 - 1.1. Study area
 - 1.1.1. Lake and Watershed
 - 1.1.2. Water Quality History of the study area
 - 1.1.3. Current Conditions
 - 1.1.4. Community Involvement
 - 1.1.5. Summary of previous studies and existing data
 - 1.2. Water quality impairment studies
2. Project Description
 - 2.1. Project goals and objectives
 - 2.2. Information needed and tasks required
 - 2.3. Systematic planning process
3. Monitoring Methods and Results
 - 3.1. Monitoring Methods
QAPP
 - 3.2 Monitoring Results
 - 3.2.1. Lake Level, Inflows and Outflows
 - 3.2.2. Lake water quality monitoring-field measurements
 - 3.2.3. Phytoplankton Sampling
 - 3.2.4. Vegetation Surveys
 - 3.2.5. Shoreline modification survey
 - 3.2.6. Lake sediment sampling

Phase 2B Draft Workplan, Lake Management Planning, Next 6 months
November 3, 2021
Page 16

4. Hydrologic Budget
 - 4.1. Components
 - 4.2. Inflows
 - 4.3. Outflows
5. Nutrient Budget and Phosphorus Model
 - 5.1. External phosphorus loading
 - 5.2. Internal phosphorus loading
 - 5.3. Phosphorus Analytical model
6. Management Methods for Cyanobacteria Control and Lake Restoration
 - 6.1. Direct Algae Control
 - 6.2. Internal Loading Control Methods
 - 6.3. External Loading Control Methods
7. Management Methods Rejected
8. Recommended Management/Lake Restoration Plan
9. Future Monitoring and Adaptive Management
10. Funding Strategy
11. Roles and Responsibilities
12. References



City Council Retreat Meeting Minutes - Draft
Friday, October 08, 2021, 8:00 AM
Council Chambers, 616 NE 4th Avenue

SPECIAL MEETING

CALL TO ORDER

Mayor Ellen Burton called the Retreat to order at 8:05 a.m.

ROLL CALL

Present: Council Members Greg Anderson (remote), Steve Hogan, Shannon Roberts, and Melissa Smith

Excused: Council Members Bonnie Carter and Don Chaney

Staff: Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Robert Maul, Shyla Nelson, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

WORKSHOP TOPIC

1. Council Discussion

Swanson facilitated a discussion with the Council Members. Topics included:

- Review of the September 24, 2021 Council Retreat discussion
- Strategies for addressing major issues
- Departmental goals and considerations
- Prioritizing projects and services going forward

ADJOURNMENT

The meeting adjourned at 12:33 p.m.



City Council Workshop Minutes - Draft
Monday, October 18, 2021, 4:30 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

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

ROLL CALL

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

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

Press: No one from the press was present

PUBLIC COMMENTS

Zach Goodman, 1535 NW 34th Avenue, Camas, commented about the Camas-Washougal Fire Department.

WORKSHOP TOPICS

1. New Position Descriptions for the Administrative Services Department
 Presenter: Jennifer Gorsuch, Administrative Services Director

This item will be placed on the November 1, 2021 Regular Agenda for Council's consideration.

2. 2021 Fall Omnibus Budget Presentation
 Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the Omnibus. Discussion ensued. This public hearing will be placed on November 1, 2021 Regular Meeting Agenda and will remain open through the November 15, 2021 Regular Meeting.

3. 2021 Limited General Obligation Bond Draft Ordinance
 Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the bond ordinance. This public hearing will be placed on the November 1, 2021 Regular Meeting Agenda.

4. 2022 Property Tax Options Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the property tax options. This public hearing will be placed on the November 15, 2021 Regular Meeting Agenda.

5. 2022 Fee Schedule Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the proposed 2022 Fee Schedule changes. This resolution will be placed on the November 15, 2021 Regular Meeting agenda for Council's consideration.

6. 2022 Mayor's Recommended Operating Budget Presentation
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview of the Mayor's 2022 recommended operating budget. This public hearing will be placed on the November 15, 2021 Regular Meeting Agenda.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council comments and reports were provided at the October 18, 2021 Regular Meeting.

PUBLIC COMMENTS

Zack Goodman, 1535 NW 34th Avenue, Camas, commented about the City budget.

Randal Friedman, 1187 NW 10th, Camas, commented about equity, the proposed operating budget and downtown planning.

ADJOURNMENT

The meeting adjourned at 6:30 p.m.



City Council Regular Meeting Minutes - Draft
Monday, October 18, 2021, 7:00 PM
REMOTE MEETING PARTICIPATION

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Staff: Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

No one from the public wished to speak.

CONSENT AGENDA

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

1. October 4, 2021 Camas City Council Workshop and Regular Meeting Minutes, and October 5, 2021 City Council Town Hall Meeting Minutes
2. \$ 698,056.74 Automated Clearing House and Claim Checks Numbered 148868-149018
3. Lacamas Creek Sanitary Sewer Pump Station Improvements, Tapani, Inc. Final Acceptance (Submitted by James Carothers, Engineering Manager)
4. Axon Purchase Agreement Police Department Body Worn Camera System Mayor Signature Authorization (Submitted by Mitch Lackey, Chief of Police)

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

NON-AGENDA ITEMS

5. Staff Updates

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

Swanson introduced the following Directors for their updates:

Director Lam announced the Camas Parks and Recreation October 20 and 21, 2021, Halloween goody bags available at Scout Hall and City Hall, and about the joint December holiday-events calendar for Camas, Washougal, and Port of Camas-Washougal.

Director Urquhart informed Council about the outcome of the joint Camas School District and City Libraries Scary Story Contest, commented about the Haunted Happenings events being at capacity, and announced the upcoming local-author chats, a stream-friendly landscaping presentation, and the gratitude journals event.

Director Maul announced the upcoming work session about Camas Municipal Code revisions to address detox facilities.

6. Council

Smith attended the Chamber of Commerce meeting.

Hogan attended the Camas City Council Retreat, Finance Committee, and the addressing homelessness meetings; and will attend the Columbia River Economic Development Council (CREDC) meeting.

Carter attended the addressing homeless and Finance Committee meetings, commented about the equity commission work, and reminded everyone to vote.

Anderson attended the C-TRAN meeting.

Chaney commented about voting and the C-TRAN meeting, attended the Council Retreat, the Finance Committee and the Clark Regional Emergency Services Associations (CRESA) meetings; and will attend the joint meeting with the Camas School District.

Roberts attended the Council Town Hall meeting, and Council Retreat; will attend meetings with Finance, and the Parks and Recreation Commission meeting. Roberts encouraged residents to meet with staff about any subjects they are hearing about.

MAYOR

7. Mayor Announcements

Mayor Burton commented about the Town Hall, announced that the City of Camas made Money Magazine's Top 50 Best Places to Live, and the Camas-Washougal Post-Record's recent award. Mayor Burton attended the Downtown Camas Association Board (DCA) meeting, the CRESA Covid-19 county-coordination executive update, a Clark County community services meeting, and the CREDC Annual Luncheon.

8. Breast Cancer Awareness Month Proclamation

Mayor Burton declared October as Breast Cancer Awareness month in the City of Camas.

MEETING ITEMS

9. Public Hearing for 2022 Community Block Development Grant (CDBG) Application
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the project options eligible for CDBG funding.

Mayor Ellen Burton opened the public hearing at 7:39 p.m.

The following members of the public spoke:

Anita Wakimoto

Carrie Duffey

The public hearing closed at 7:43 p.m.

It was moved by Carter, and seconded, to direct staff to submit the CDBG project application for option no. 1 for NW 14th Avenue, and to confirm that the matching funds are committed from the associated water fund. The motion carried unanimously.

10. Weakley Annexation – 10% Notice of Intent
Presenter: Robert Maul, Interim Community Development Director

It was moved by Chaney, and seconded, to reject the Weakley annexation request. The motion carried by a majority vote.

11. 28th Street Annexation – 10% Notice of Intent
Presenter: Robert Maul, Interim Community Development Director

It was moved by Carter, and seconded, to reject the 28th Street Annexation request. The motion carried unanimously.

12. Transportation System Plan Update
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the Transportation System Plan. Discussion ensued.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 8:24 p.m.



Staff Report – Consent Agenda

November 1, 2021 Council Regular Meeting

2022 Timber Harvest Bid Award (Submitted by Sam Adams)

Phone	Email
360.817.7003	sadams@cityofcamas.us

BACKGROUND: This is a bid award to High Cascade, Inc for timber harvesting in the Boulder Creek Watershed for 2022.

SUMMARY: This is a continuation of timber harvests in the Boulder and Jones watershed as outlined in the City’s Watershed Management Plan. The City of Camas Boulder Creek and Jones Creek watershed property consists of approximately 1,700 acres of mature forestland that is used by the City to collect water, via water intake facilities, for municipal purposes. In 2012, the City created a forest management plan that outlines timber harvests over the next forty years. This bid award to High Cascade, Inc. follows that plan.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? Continuation of timber harvesting per our watershed plan.

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

How have communities been engaged? Are there opportunities to expand engagement? The Watershed Management Plan adopted by the City in 2012 is available on the City’s website.

Who will benefit from, or be burdened by this agenda item? Water customers will benefit because the harvest will provide revenue to the water utility and maintain a healthy fund balance.

What are the strategies to mitigate any unintended consequences?

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.

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

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

How will you ensure accountabilities, communicate, and evaluate results? Staff will monitor timber payments made to the City by the contractor during harvest operations.

How does this item support a comprehensive plan goal, policy or other adopted resolution? This item follows the 2011 Forest Management Plan.

BUDGET IMPACT: This bid award to High Cascade, Inc. will generate \$1,510,680 in revenue for the Water Fund.

RECOMMENDATION: Staff recommends the bid be awarded to High Cascade, Inc.



I, James E. Carothers, Engineering Manager, hereby certify that these bid tabulations are correct.

James E. Carothers Date: October 15, 2021
 James E. Carothers, Engineering Manager
 (email stating reviewed/approved attached to Original)

PROJECT NO. W1026				Engineer's Estimate: \$1,192,000.00		High Cascade, Inc. PO Box 415 Carson, WA 98610 360-921-1541		Western Forest Products US LLC PO Box 489 Vancouver, WA 98666 360-921-3688		Murphy Company 505 Elma McCleary Road Elma, WA 98541 360-915-2518		Jeffries Construction LLC 18518 NW 41st Ave Ridgefield, WA 98642 360-644-4592	
DESCRIPTION: BOULDER 2022 TIMBER SALE				Entered by: RLS									
DATE OF BID OPENING: October 14, 2021, at 2PM													
ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	ENGRG TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL	UNIT PRICE	CONTRACT TOTAL
1	Douglas-Fir, No. 4 Sawmill and better, Net Scale	MBF	4,000.00	\$298.00	\$1,192,000.00	\$377.67	\$1,510,680.00	\$377.34	\$1,509,360.00	\$365.49	\$1,461,960.00	\$363.00	\$1,452,000.00

SUBTOTAL					\$1,192,000.00		\$1,510,680.00		\$1,509,360.00		\$1,461,960.00		\$1,452,000.00
TOTAL BID PRICE					\$1,192,000.00		\$1,510,680.00		\$1,509,360.00		\$1,461,960.00		\$1,452,000.00

- 1. Irregular Bid: Did not include the signed addendum
- 2. Calculation Error - Contract Total

~ PROCLAMATION ~

WHEREAS, the City of Camas is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the City of Camas is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends and community; and

WHEREAS, the City of Camas is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the City of Camas acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day”;

NOW THEREFORE, I, Ellen Burton, Mayor of the City of Camas, do hereby proclaim November 1, 2021, as:

“Extra Mile Day”

in the City of Camas, and encourage all citizens to take time on this day to not only “go the extra mile” in their own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country or world a better place.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 1st day of November, 2021.

Ellen Burton, Mayor



Staff Report – Public Hearing for Ordinance

November 1, 2021 Council Regular Meeting

Public Hearing for Ordinance No. 21-014 Authorizing Issuance and Sale of 2021 Limited Tax General Obligations Bonds
Presenter: Cathy Huber Nickerson, Finance Director
Time Estimate: 10 minutes

Phone	Email
360.817.1537	chuber@cityofcamas.us

SUMMARY: Council to hear public comments and to consider authorizing the issuance, sale and delivery of limited general obligation bonds for an amount not to exceed \$12.5 million to fund acquiring land, finance capital improvements and refinancing existing debt. The ordinance also appoints the City’s designated representative to approve the final sale of the bonds.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To allow City Council to consider and approve the authorization of issuing bonds not to exceed \$12.5 million of which \$6.5 million is new debt.

What’s the data? What does the data tell us? The data demonstrates the historic low interest rate environment continues which would allow the City to pay low interest and likely receive a premium from the sale.

How have communities been engaged? Are there opportunities to expand engagement? Public comment is available at the City Workshop on October 18, 2021 as well as at the City Council Regular Meeting on November 1, 2021.

Who will benefit from, or be burdened by this agenda item? All Camas citizens will benefit from the financial savings to the City from the refinancing as well as benefits from the park land purchases, improvements to a city street and public buildings.

What are the strategies to mitigate any unintended consequences? Staff will be able to assess the market conditions prior to sale right up to the receiving the bids.

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 accountability, communicate, and evaluate results? Staff will make public the results of the sale of bonds as well as provide continuous disclosure to the investment market through the Electronic Municipal Market Access (EMMA).

How does this item support a comprehensive plan goal, policy or other adopted resolution? The bonds help fund the City's Strategic Plan initiatives.

RECOMMENDATION: Staff recommends City Council open a public hearing to hear public comments, consider Ordinance No. 21-014 and move to approve by a roll call vote.

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 21-014

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$12,500,000 aggregate principal amount of limited tax general obligation bonds to provide funds to acquire land and finance capital improvements, and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

Passed November 1, 2021

This document prepared by:

*Foster Garvey P.C.
1111 Third Avenue, Suite 3000
Seattle, Washington 98101
(206) 447-4400*

TABLE OF CONTENTS*

	<u>Page</u>
Section 1. Definitions.....	1
Section 2. Findings and Determinations	3
Section 3. Authorization of Bonds.....	4
Section 4. Description of Bonds; Appointment of Designated Representative	4
Section 5. Bond Registrar; Registration and Transfer of Bonds.....	5
Section 6. Form and Execution of Bonds	6
Section 7. Payment of Bonds	7
Section 8. Funds and Accounts; Deposit of Proceeds.....	7
Section 9. Redemption Provisions and Purchase of Bonds	8
Section 10. Failure To Pay Bonds.....	9
Section 11. Pledge of Taxes.....	9
Section 12. Tax Covenants	9
Section 13. Refunding or Defeasance of the Bonds	10
Section 14. Sale and Delivery of the Bonds	10
Section 15. Official Statement; Continuing Disclosure.....	11
Section 16. Undertaking to Provide Continuing Disclosure	11
Section 17. Supplemental and Amendatory Ordinances.....	14
Section 18. General Authorization and Ratification	14
Section 19. Severability	14
Section 20. Effective Date of Ordinance	14

**The cover page, table of contents and section headings of this ordinance are for convenience of reference only, and shall not be used to resolve any question of interpretation of this ordinance.*

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 21-014

AN ORDINANCE of the City of Camas, Washington, relating to contracting indebtedness; providing for the issuance, sale and delivery of not to exceed \$12,500,000 aggregate principal amount of limited tax general obligation bonds to provide funds to acquire land and finance capital improvements, and to pay the costs of issuance and sale of the bonds; fixing or setting parameters with respect to certain terms and covenants of the bonds; appointing the City's designated representative to approve the final terms of the sale of the bonds; and providing for other related matters.

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

Section 1. Definitions. As used in this ordinance, the following capitalized terms shall have the following meanings:

- (a) “*Authorized Denomination*” means \$5,000 or any integral multiple thereof within a maturity of a Series.
- (b) “*Beneficial Owner*” means, with respect to a Bond, the owner of any beneficial interest in that Bond.
- (c) “*Bond*” means each bond issued pursuant to and for the purposes provided in this ordinance.
- (d) “*Bond Counsel*” means the firm of Foster Garvey P.C., its successor, or any other attorney or firm of attorneys selected by the City with a nationally recognized standing as bond counsel in the field of municipal finance.
- (e) “*Bond Fund*” means the Limited Tax General Obligation Bond Fund, 2021, of the City created for the payment of the principal of and interest on the Bonds.
- (f) “*Bond Purchase Contract*” means an offer to purchase a Series of the Bonds, setting forth certain terms and conditions of the issuance, sale and delivery of those Bonds, which offer is authorized to be accepted by the Designated Representative on behalf of the City, if consistent with this ordinance.
- (g) “*Bond Register*” means the books or records maintained by the Bond Registrar for the purpose of identifying ownership of each Bond.
- (h) “*Bond Registrar*” means the Fiscal Agent, or any successor bond registrar selected by the City.

(i) “City” means the City of Camas, Washington, a municipal corporation duly organized and existing under the laws of the State.

(j) “City Council” means the legislative authority of the City, as duly and regularly constituted from time to time.

(k) “Code” means the United States Internal Revenue Code of 1986, as amended, and applicable rules and regulations promulgated thereunder.

(l) “DTC” means The Depository Trust Company, New York, New York, or its nominee.

(m) “Designated Representative” means the officer of the City appointed in Section 4 of this ordinance to serve as the City’s designated representative in accordance with RCW 39.46.040(2).

(n) “Final Terms” means the terms and conditions for the sale of a Series of the Bonds including the amount, date or dates, denominations, interest rate or rates (or mechanism for determining interest rate or rates), payment dates, final maturity, redemption rights, price, and other terms or covenants.

(o) “Fiscal Agent” means the fiscal agent of the State, as the same may be designated by the State from time to time.

(p) “Government Obligations” has the meaning given in RCW 39.53.010, as now in effect or as may hereafter be amended.

(q) “Issue Date” means, with respect to a Bond, the date of initial issuance and delivery of that Bond to the Purchaser in exchange for the purchase price of that Bond.

(r) “Letter of Representations” means the Blanket Issuer Letter of Representations between the City and DTC, dated October 12, 1998, as it may be amended from time to time, and any successor or substitute letter relating to the operational procedures of the Securities Depository.

(s) “MSRB” means the Municipal Securities Rulemaking Board.

(t) “Official Statement” means an offering document, disclosure document, private placement memorandum or substantially similar disclosure document provided to purchasers and potential purchasers in connection with the initial offering of a Series of the Bonds in conformance with Rule 15c2-12 or other applicable regulations of the SEC.

(u) “Owner” means, without distinction, the Registered Owner and the Beneficial Owner.

(v) “Project” means the acquisition of land and financing capital purposes, as deemed necessary and advisable by the City. Incidental costs incurred in connection with carrying out

and accomplishing the Project, consistent with RCW 39.46.070, may be included as costs of the Project.

(w) “*Project Fund*” means the fund or account of the City created or continued for the purpose of carrying out the Project.

(x) “*Purchaser*” means KeyBanc Capital Markets Inc., of Seattle, Washington, or such other corporation, firm, association, partnership, trust, bank, financial institution or other legal entity or group of entities selected by the Designated Representative to serve as purchaser in a private placement, or underwriter in a negotiated sale.

(y) “*Rating Agency*” means any nationally recognized rating agency then maintaining a rating on the Bonds at the request of the City.

(z) “*Record Date*” means the Bond Registrar’s close of business on the 15th day of the month preceding an interest payment date. With respect to redemption of a Bond prior to its maturity, the Record Date shall mean the Bond Registrar’s close of business on the date on which the Bond Registrar sends the notice of redemption in accordance with Section 9.

(aa) “*Registered Owner*” means, with respect to a Bond, the person in whose name that Bond is registered on the Bond Register. For so long as the City utilizes the book-entry only system for the Bonds under the Letter of Representations, Registered Owner shall mean the Securities Depository.

(bb) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended.

(cc) “*SEC*” means the United States Securities and Exchange Commission.

(dd) “*Securities Depository*” means DTC, any successor thereto, any substitute securities depository selected by the City that is qualified under applicable laws and regulations to provide the services proposed to be provided by it, or the nominee of any of the foregoing.

(ee) “*Series of the Bonds*” or “*Series*” means a series of the Bonds issued pursuant to this ordinance.

(ff) “*State*” means the State of Washington.

(gg) “*Term Bond*” means each Bond designated as a Term Bond and subject to mandatory redemption in the years and amounts set forth in the Bond Purchase Contract.

(hh) “*Undertaking*” means the undertaking to provide continuing disclosure entered into pursuant to Section 16 of this ordinance.

Section 2. Findings and Determinations. The City takes note of the following facts and makes the following findings and determinations:

(a) *Authority and Description of Project.* The City is in need of acquiring land and financing capital improvements. The City Council therefore finds that it is in the best interests of the City to carry out the Project.

(b) *Plan of Financing.* Pursuant to applicable law, including without limitation chapters 35.37, 35.40, 39.36, 39.44, 39.46 and 39.52 RCW, the City is authorized to issue general obligation bonds for the purpose of financing the Project. The total expected cost of the Project is approximately \$12,000,000, which is expected to be made up of proceeds of the Bonds, grants, and other available money of the City.

(c) *Debt Capacity.* The maximum amount of indebtedness authorized by this ordinance is \$12,500,000. Based on the following facts, this amount is to be issued within the amount permitted to be issued by the City for general municipal purposes without a vote:

- (1) The assessed valuation of the taxable property within the City as ascertained by the last preceding assessment for City purposes for collection in the calendar year 2021 is \$5,293,025,059.
- (2) As of September 30, 2021, the City had limited tax general obligation indebtedness, consisting of bonds, leases and conditional sales contracts outstanding in the principal amount of \$36,495,237, which is incurred within the limit of up to 1½% of the value of the taxable property within the City permitted for general municipal purposes without a vote.
- (3) As of September 30, 2021, the City had no unlimited tax general obligation indebtedness outstanding.

(d) *The Bonds.* For the purpose of providing the funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds, the City Council finds that it is in the best interests of the City and its taxpayers to issue and sell the Bonds to the Purchaser, pursuant to the terms set forth as approved by the City's Designated Representative consistent with this ordinance.

Section 3. Authorization of Bonds. The City is authorized to borrow money on the credit of the City and issue negotiable limited tax general obligation bonds evidencing indebtedness in one or more Series in aggregate principal amount not to exceed \$12,500,000 to provide funds necessary to carry out the Project and to pay the costs of issuance and sale of the Bonds. The proceeds of the Bonds allocated to paying the cost of the Project shall be deposited as set forth in Section 8 of this ordinance and shall be used to carry out the Project, or a portion of the Project, in such order of time as the City determines is advisable and practicable.

Section 4. Description of Bonds; Appointment of Designated Representative. The City's Finance Director, or the City Administrator or Interim City Administrator in her absence, is appointed as the Designated Representative of the City and is authorized and directed to conduct the sale of the Bonds in the manner and upon the terms deemed most advantageous to the City, and to approve the Final Terms of each Series of the Bonds, with such additional terms and covenants as the Designated Representative deems advisable, within the following parameters:

- (a) The Bonds may be issued in one or more Series, and the aggregate principal amount of the Bonds shall not exceed \$12,500,000;
- (b) One or more rates of interest may be fixed for the Bonds as long as no rate of interest for any maturity of the Bonds exceeds 5.00%;
- (c) The true interest cost to the City for each Series of Bonds does not exceed 4.00%;
- (d) The aggregate purchase price for each Series of Bonds shall not be less than 97% and not more than 135% of the aggregate stated principal amount of the Bonds, excluding any original issue discount;
- (e) The Bonds may be issued subject to optional and mandatory redemption provisions;
- (f) Each Series shall mature no later than December 31, 2046; and
- (g) The Bonds shall be dated as of the date of their delivery, which date and time for the issuance and delivery of the Bonds is not later than December 31, 2022.

In addition, a Series of the Bonds may not be issued if it would cause the indebtedness of the City to exceed the City's legal debt capacity on the Issue Date. The Designated Representative may determine whether it is in the City's best interest to provide for bond insurance or other credit enhancement; and may accept such additional terms, conditions and covenants as he or she may determine are in the best interests of the City, consistent with this ordinance.

In determining the number of series, the series designations, final principal amounts, date of the Bonds, denominations, interest rates, payment dates, redemption provisions, tax status, and maturity dates for the Bonds, the Designated Representative, in consultation with other City officials and staff and advisors, shall take into account those factors that, in her judgment, will result in the lowest true interest cost on the Bonds to their maturity, including, but not limited to current financial market conditions and current interest rates for obligations comparable to the Bonds.

Section 5. Bond Registrar; Registration and Transfer of Bonds.

(a) *Registration of Bonds.* Each Bond shall be issued only in registered form as to both principal and interest and the ownership of each Bond shall be recorded on the Bond Register.

(b) *Bond Registrar; Duties.* The Fiscal Agent is appointed as initial Bond Registrar. The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bonds, which shall be open to inspection by the City at all times. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of the Bonds and this ordinance, to serve as the City's paying agent for the Bonds and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained

in the Bond Registrar's Certificate of Authentication on each Bond. The Bond Registrar may become an Owner with the same rights it would have if it were not the Bond Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as members of, or in any other capacity with respect to, any committee formed to protect the rights of Owners.

(c) *Bond Register; Transfer and Exchange.* The Bond Register shall contain the name and mailing address of each Registered Owner and the principal amount and number of each Bond held by each Registered Owner. A Bond surrendered to the Bond Registrar may be exchanged for a Bond or Bonds in any Authorized Denomination of an equal aggregate principal amount and of the same Series, interest rate and maturity. A Bond may be transferred only if endorsed in the manner provided thereon and surrendered to the Bond Registrar. Any exchange or transfer shall be without cost to the Owner or transferee. The Bond Registrar shall not be obligated to exchange any Bond or transfer registered ownership during the period between the applicable Record Date and the next upcoming interest payment or redemption date.

(d) *Securities Depository; Book-Entry Only Form.* DTC is appointed as initial Securities Depository and each such Bond initially shall be registered in the name of Cede & Co., as the nominee of DTC. Each Bond registered in the name of the Securities Depository shall be held fully immobilized in book-entry only form by the Securities Depository in accordance with the provisions of the Letter of Representations. Registered ownership of any Bond registered in the name of the Securities Depository may not be transferred except: (i) to any successor Securities Depository; (ii) to any substitute Securities Depository appointed by the City; or (iii) to any person if the Bond is no longer to be held in book-entry only form. Upon the resignation of the Securities Depository, or upon a termination of the services of the Securities Depository by the City, the City may appoint a substitute Securities Depository. If (i) the Securities Depository resigns and the City does not appoint a substitute Securities Depository, or (ii) the City terminates the services of the Securities Depository, the Bonds no longer shall be held in book-entry only form and the registered ownership of each Bond may be transferred to any person as provided in this ordinance.

Neither the City nor the Bond Registrar shall have any obligation to participants of any Securities Depository or the persons for whom they act as nominees regarding accuracy of any records maintained by the Securities Depository or its participants. Neither the City nor the Bond Registrar shall be responsible for any notice that is permitted or required to be given to a Registered Owner except such notice as is required to be given by the Bond Registrar to the Securities Depository.

Section 6. Form and Execution of Bonds.

(a) *Form of Bonds; Signatures and Seal.* Each Bond shall be prepared in a form consistent with the provisions of this ordinance and State law. Each Bond shall be signed by the Mayor or Mayor Pro Tem and the City Clerk, either or both of whose signatures may be manual or in facsimile, and the seal of the City or a facsimile reproduction thereof shall be impressed or printed thereon. If any officer whose manual or facsimile signature appears on a Bond ceases to be an officer of the City authorized to sign bonds before the Bond bearing his or her manual or facsimile signature is authenticated by the Bond Registrar, or issued or delivered by the City, that

Bond nevertheless may be authenticated, issued and delivered and, when authenticated, issued and delivered, shall be as binding on the City as though that person had continued to be an officer of the City authorized to sign bonds. Any Bond also may be signed on behalf of the City by any person who, on the actual date of signing of the Bond, is an officer of the City authorized to sign bonds, although he or she did not hold the required office on its Issue Date.

(b) *Authentication.* Only a Bond bearing a Certificate of Authentication in substantially the following form, manually signed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance: “Certificate of Authentication. This Bond is one of the fully registered City of Camas, Washington, Limited Tax General Obligation Bonds, 2021, described in the Bond Ordinance.” The authorized signing of a Certificate of Authentication shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered and is entitled to the benefits of this ordinance.

Section 7. Payment of Bonds. Principal of and interest on each Bond shall be payable in lawful money of the United States of America. Principal of and interest on each Bond registered in the name of the Securities Depository is payable in the manner set forth in the Letter of Representations. Interest on each Bond not registered in the name of the Securities Depository is payable by electronic transfer on the interest payment date, or by check or draft of the Bond Registrar mailed on the interest payment date to the Registered Owner at the address appearing on the Bond Register on the Record Date. However, the City is not required to make electronic transfers except pursuant to a request by a Registered Owner in writing received on or prior to the Record Date and at the sole expense of the Registered Owner. Principal of each Bond not registered in the name of the Securities Depository is payable upon presentation and surrender of the Bond by the Registered Owner to the Bond Registrar. The Bonds are not subject to acceleration under any circumstances.

Section 8. Funds and Accounts; Deposit of Proceeds.

(a) *Bond Fund.* The Bond Fund is created as a special fund of the City for the sole purpose of paying principal of and interest on the Bonds. All amounts allocated to the payment of the principal of and interest on the Bonds shall be deposited in the Bond Fund as necessary for the timely payment of amounts due with respect to the Bonds. The principal of and interest on the Bonds shall be paid out of the Bond Fund. Until needed for that purpose, the City may invest money in the Bond Fund temporarily in any legal investment, and the investment earnings shall be retained in the Bond Fund and used for the purposes of that fund.

(b) *Project Fund.* The Project Fund is created or continued as a fund of the City for the purpose of paying the costs of the Project. Proceeds received from the sale and delivery of the Bonds shall be deposited into the Project Fund and used to pay the costs of the Project and costs of issuance of the Bonds. Until needed to pay such costs, the City may invest those proceeds temporarily in any legal investment, and the investment earnings shall be retained in the Project Fund and used for the purposes of that fund, except that earnings subject to a federal tax or rebate requirement (if applicable) may be withdrawn from the Project Fund and used for those tax or rebate purposes.

Section 9. Redemption Provisions and Purchase of Bonds.

(a) *Optional Redemption.* The Bonds shall be subject to redemption at the option of the City on terms acceptable to the Designated Representative, as set forth in the Bond Purchase Contract, consistent with the parameters set forth in Section 4.

(b) *Mandatory Redemption.* Each Bond that is designated as a Term Bond in the Bond Purchase Contract, consistent with the parameters set forth in Section 4 and except as set forth below, shall be called for redemption at a price equal to the stated principal amount to be redeemed, plus accrued interest, on the dates and in the amounts as set forth in the Bond Purchase Contract. If a Term Bond is redeemed under the optional redemption provisions, defeased or purchased by the City and surrendered for cancellation, the principal amount of the Term Bond so redeemed, defeased or purchased (irrespective of its actual redemption or purchase price) shall be credited against one or more scheduled mandatory redemption installments for that Term Bond. The City shall determine the manner in which the credit is to be allocated and shall notify the Bond Registrar in writing of its allocation prior to the earliest mandatory redemption date for that Term Bond for which notice of redemption has not already been given.

(c) *Selection of Bonds for Redemption; Partial Redemption.* If fewer than all of the outstanding Bonds are to be redeemed at the option of the City, the City shall select the Series and maturities to be redeemed. If fewer than all of the outstanding Bonds of a maturity of a Series are to be redeemed, the Securities Depository shall select Bonds registered in the name of the Securities Depository to be redeemed in accordance with the Letter of Representations, and the Bond Registrar shall select all other Bonds to be redeemed randomly in such manner as the Bond Registrar shall determine. All or a portion of the principal amount of any Bond that is to be redeemed may be redeemed in any Authorized Denomination. If less than all of the outstanding principal amount of any Bond is redeemed, upon surrender of that Bond to the Bond Registrar, there shall be issued to the Registered Owner, without charge, a new Bond (or Bonds, at the option of the Registered Owner) of the same Series, maturity and interest rate in any Authorized Denomination in the aggregate principal amount to remain outstanding.

(d) *Notice of Redemption.* Notice of redemption of each Bond registered in the name of the Securities Depository shall be given in accordance with the Letter of Representations. Notice of redemption of each other Bond, unless waived by the Registered Owner, shall be given by the Bond Registrar not less than 20 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Registered Owner at the address appearing on the Bond Register on the Record Date. The requirements of the preceding sentence shall be satisfied when notice has been mailed as so provided, whether or not it is actually received by an Owner. In addition, the redemption notice shall be mailed or sent electronically within the same period to the MSRB (if required under the Undertaking), to each Rating Agency, and to such other persons and with such additional information as the Finance Director shall determine, but these additional mailings shall not be a condition precedent to the redemption of any Bond.

(e) *Rescission of Optional Redemption Notice.* In the case of an optional redemption, the notice of redemption may state that the City retains the right to rescind the redemption notice and the redemption by giving a notice of rescission to the affected Registered Owners at any time

on or prior to the date fixed for redemption. Any notice of optional redemption that is so rescinded shall be of no effect, and each Bond for which a notice of optional redemption has been rescinded shall remain outstanding.

(f) *Effect of Redemption.* Interest on each Bond called for redemption shall cease to accrue on the date fixed for redemption, unless either the notice of optional redemption is rescinded as set forth above, or money sufficient to effect such redemption is not on deposit in the Bond Fund or in a trust account established to refund or defease the Bond.

(g) *Purchase of Bonds.* The City reserves the right to purchase any or all of the Bonds offered to the City at any time at any price acceptable to the City plus accrued interest to the date of purchase.

Section 10. Failure To Pay Bonds. If the principal of any Bond is not paid when the Bond is properly presented at its maturity or date fixed for redemption, the City shall be obligated to pay interest on that Bond at the same rate provided in the Bond from and after its maturity or date fixed for redemption until that Bond, both principal and interest, is paid in full or until sufficient money for its payment in full is on deposit in the Bond Fund, or in a trust account established to refund or defease the Bond, and the Bond has been called for payment by giving notice of that call to the Registered Owner.

Section 11. Pledge of Taxes. The Bonds constitute a general indebtedness of the City and are payable from tax revenues of the City and such other money as is lawfully available and pledged by the City for the payment of principal of and interest on the Bonds. For as long as any of the Bonds are outstanding, the City irrevocably pledges that it shall, in the manner provided by law within the constitutional and statutory limitations provided by law without the assent of the voters, include in its annual property tax levy amounts sufficient, together with other money that is lawfully available, to pay principal of and interest on the Bonds as the same become due. The full faith, credit and resources of the City are pledged irrevocably for the prompt payment of the principal of and interest on the Bonds and such pledge shall be enforceable in mandamus against the City.

Section 12. Tax Covenants.

(a) *Preservation of Tax Exemption for Interest on Bonds.* The City covenants that it will take all actions necessary to prevent interest on the Bonds from being included in gross income for federal income tax purposes, and it will neither take any action nor make or permit any use of proceeds of the Bonds or other funds of the City treated as proceeds of the Bonds that will cause interest on the Bonds to be included in gross income for federal income tax purposes. The City also covenants that it will, to the extent the arbitrage rebate requirements of Section 148 of the Code are applicable to the Bonds, take all actions necessary to comply (or to be treated as having complied) with those requirements in connection with the Bonds.

(b) *Post-Issuance Compliance.* The Finance Director is authorized and directed to review and revise the City's written procedures to facilitate compliance by the City with the covenants in this ordinance and the applicable requirements of the Code that must be satisfied

after the Issue Date to prevent interest on the Bonds from being included in gross income for federal tax purposes.

(c) *Designation of Bonds as “Qualified Tax-Exempt Obligations.”* A Series of the Bonds may be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code, if the following conditions are met:

- (1) the Series do not constitute “private activity bonds” within the meaning of Section 141 of the Code;
- (2) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) that the City and any entity subordinate to the City (including any entity that the City controls, that derives its authority to issue tax-exempt obligations from the City, or that issues tax-exempt obligations on behalf of the City) will issue during the calendar year in which the Series is issued will not exceed \$10,000,000; and
- (3) the amount of tax-exempt obligations, including the Series, designated by the City as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code during the calendar year in which the Series is issued does not exceed \$10,000,000.

Section 13. Refunding or Defeasance of the Bonds. The City may issue refunding bonds pursuant to State law or use money available from any other lawful source to carry out a refunding or defeasance plan, which may include (a) paying when due the principal of and interest on any or all of the Bonds (the “defeased Bonds”); (b) redeeming the defeased Bonds prior to their maturity; and (c) paying the costs of the refunding or defeasance. If the City sets aside in a special trust fund or escrow account irrevocably pledged to that redemption or defeasance (the “trust account”), money and/or Government Obligations maturing at a time or times and bearing interest in amounts sufficient to redeem, refund or defease the defeased Bonds in accordance with their terms, then all right and interest of the Owners of the defeased Bonds in the covenants of this ordinance and in the funds and accounts obligated to the payment of the defeased Bonds shall cease and become void. Thereafter, the Owners of defeased Bonds shall have the right to receive payment of the principal of and interest on the defeased Bonds solely from the trust account and the defeased Bonds shall be deemed no longer outstanding. In that event, the City may apply money remaining in any fund or account (other than the trust account) established for the payment or redemption of the defeased Bonds to any lawful purpose.

Unless otherwise specified by the City in a refunding or defeasance plan, notice of refunding or defeasance shall be given, and selection of Bonds for any partial refunding or defeasance shall be conducted, in the manner prescribed in this ordinance for the redemption of Bonds.

Section 14. Sale and Delivery of the Bonds.

(a) *Manner of Sale of Bonds; Delivery of Bonds.* The Designated Representative is authorized to sell each Series of the Bonds by negotiated sale or private placement based on the

assessment of the Designated Representative of market conditions, in consultation with appropriate City officials and staff, Bond Counsel and other advisors. In determining the method of sale of a Series and accepting the Final Terms, the Designated Representative shall take into account those factors that, in the judgment of the Designated Representative, may be expected to result in the lowest true interest cost to the City.

(b) *Procedure for Negotiated Sale or Private Placement.* If the Designated Representative determines that a Series of the Bonds is to be sold by negotiated sale or private placement, the Designated Representative shall select one or more Purchasers with which to negotiate such sale. The Bond Purchase Contract for each Series of the Bonds shall set forth the Final Terms. The Designated Representative is authorized to execute the Bond Purchase Contract on behalf of the City, so long as the terms provided therein are consistent with the terms of this ordinance.

(c) *Preparation, Execution and Delivery of the Bonds.* The Bonds will be prepared at City expense and will be delivered to the Purchaser in accordance with the Bond Purchase Contract, together with the approving legal opinion of Bond Counsel regarding the Bonds.

Section 15. Official Statement.

(a) *Preliminary Official Statement Deemed Final.* The Designated Representative shall review and, if acceptable to her or him, approve the preliminary Official Statement prepared in connection with each sale of a Series of the Bonds to the public or through a Purchaser as a placement agent. For the sole purpose of the Purchaser's compliance with paragraph (b)(1) of Rule 15c2-12, if applicable, the Designated Representative is authorized to deem that preliminary Official Statement final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12. The City approves the distribution to potential purchasers of the Bonds of a preliminary Official Statement that has been approved by the Designated Representative and been deemed final, if applicable, in accordance with this subsection.

(b) *Approval of Final Official Statement.* The City approves the preparation of a final Official Statement for each Series of the Bonds to be sold to the public in the form of the preliminary Official Statement that has been approved and deemed final in accordance with subsection (a), with such modifications and amendments as the Designated Representative deems necessary or desirable, and further authorizes the Designated Representative to execute and deliver such final Official Statement to the Purchaser if required under Rule 15c2-12. The City authorizes and approves the distribution by the Purchaser of the final Official Statement so executed and delivered to purchasers and potential purchasers of a Series of the Bonds.

Section 16. Undertaking to Provide Continuing Disclosure. To meet the requirements of paragraph (b)(5) of Rule 15c2-12, as applicable to a participating underwriter for the Bonds, the City makes the following written undertaking (the "Undertaking") for the benefit of holders of the Bonds:

(a) *Undertaking to Provide Annual Financial Information and Notice of Listed Events.* The City undertakes to provide or cause to be provided, either directly or through a

designated agent, to the MSRB, in an electronic format as prescribed by the MSRB, accompanied by identifying information as prescribed by the MSRB:

(1) Annual financial information and operating data of the type included in the final official statement for the Bonds and described in paragraph (b) (“annual financial information”);

(2) Timely notice (not in excess of 10 business days after the occurrence of the event) of the occurrence of any of the following events with respect to the Bonds: (A) principal and interest payment delinquencies; (B) non-payment related defaults, if material; (C) unscheduled draws on debt service reserves reflecting financial difficulties; (D) unscheduled draws on credit enhancements reflecting financial difficulties; (E) substitution of credit or liquidity providers, or their failure to perform; (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701 – TEB) or other material notices or determinations with respect to the tax status of the Bonds; (G) modifications to rights of holders of the Bonds, if material; (H) bond calls (other than scheduled mandatory redemptions of Term Bonds), if material, and tender offers; (I) defeasances; (J) release, substitution, or sale of property securing repayment of the Bonds, if material; (K) rating changes; (L) bankruptcy, insolvency, receivership or similar event of the City, as such “Bankruptcy Events” are defined in Rule 15c2-12; (M) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; (N) appointment of a successor or additional trustee or the change of name of a trustee, if material; (O) incurrence of a financial obligation of the City or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City or obligated person, any of which affect security holders, if material; and (P) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the City or obligated person, any of which reflect financial difficulties. The term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term “financial obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

(3) Timely notice of a failure by the City to provide required annual financial information on or before the date specified in paragraph (b).

(b) Type of Annual Financial Information Undertaken to be Provided. The annual financial information that the City undertakes to provide in paragraph (a):

(1) Shall consist of (A) annual financial statements prepared (except as noted in the financial statements) in accordance with applicable generally accepted accounting principles applicable to local governmental units of the State such as the City, as such principles may be changed from time to time, which statements may be unaudited, provided, that if and when audited financial statements are prepared and available they will be provided; (B) principal

amount of general obligation bonds outstanding at the end of the applicable fiscal year; (C) assessed valuation for that fiscal year; and (D) regular property tax levy rate and regular property tax levy rate limit for the fiscal year;

(2) Shall be provided not later than the last day of the ninth month after the end of each fiscal year of the City (currently, a fiscal year ending December 31), as such fiscal year may be changed as required or permitted by State law, commencing with the City’s fiscal year ending December 31, 2021; and

(3) May be provided in a single or multiple documents, and may be incorporated by specific reference to documents available to the public on the Internet website of the MSRB or filed with the SEC.

(c) Amendment of Undertaking. This Undertaking is subject to amendment after the primary offering of the Bonds without the consent of any holder of any Bond, or of any broker, dealer, municipal securities dealer, participating underwriter, Rating Agency or the MSRB, under the circumstances and in the manner permitted by Rule 15c2-12. The City will give notice to the MSRB of the substance (or provide a copy) of any amendment to the Undertaking and a brief statement of the reasons for the amendment. If the amendment changes the type of annual financial information to be provided, the annual financial information containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided.

(d) Beneficiaries. This Undertaking shall inure to the benefit of the City and the holder of each Bond, and shall not inure to the benefit of or create any rights in any other person.

(e) Termination of Undertaking. The City’s obligations under this Undertaking shall terminate upon the redemption, maturity or legal defeasance of all of the Bonds. In addition, the City’s obligations under this Undertaking shall terminate if the provisions of Rule 15c2-12 that require the City to comply with this Undertaking become legally inapplicable in respect of the Bonds for any reason, as confirmed by an opinion of Bond Counsel delivered to the City, and the City provides timely notice of such termination to the MSRB.

(f) Remedy for Failure to Comply with Undertaking. As soon as practicable after the City learns of any failure to comply with this Undertaking, the City will proceed with due diligence to cause such noncompliance to be corrected. No failure by the City or other obligated person to comply with this Undertaking shall constitute an event of default. The sole remedy of any holder of a Bond shall be to take action to compel the City or other obligated person to comply with this Undertaking, including seeking an order of specific performance from an appropriate court.

(g) Designation of Official Responsible to Administer Undertaking. The Finance Director or her designee is the person designated, in accordance with the Bond Ordinance, to carry out the Undertaking in accordance with Rule 15c2-12, including, without limitation, the following actions:

(1) Preparing and filing the annual financial information undertaken to be provided;

(2) Determining whether any event specified in paragraph (a) has occurred, assessing its materiality, where necessary, with respect to the Bonds, and preparing and disseminating any required notice of its occurrence;

(3) Determining whether any person other than the City is an “obligated person” within the meaning of Rule 15c2-12 with respect to the Bonds, and obtaining from such person an undertaking to provide any annual financial information and notice of listed events for that person required under Rule 15c2-12;

(4) Selecting, engaging and compensating designated agents and consultants, including financial advisors and legal counsel, to assist and advise the City in carrying out this Undertaking; and

(5) Effecting any necessary amendment of this undertaking.

Section 17. Supplemental and Amendatory Ordinances. The City may supplement or amend this ordinance for any one or more of the following purposes without the consent of any Owners of the Bonds:

(a) To add covenants and agreements that do not materially adversely affect the interests of Owners, or to surrender any right or power reserved to or conferred upon the City.

(b) To cure any ambiguities, or to cure, correct or supplement any defective provision contained in this ordinance in a manner that does not materially adversely affect the interest of the Beneficial Owners of the Bonds.

Section 18. General Authorization and Ratification. The Mayor (or Mayor Pro Tem), City Administrator, City Clerk, Designated Representative and other appropriate officers of the City are severally authorized to take such actions and to execute such documents as in their judgment may be necessary or desirable to carry out the transactions contemplated in connection with this ordinance, and to do everything necessary for the prompt delivery of each Series of the Bonds to the Purchaser thereof and for the proper application, use and investment of the proceeds of the Bonds. All actions taken prior to the effective date of this ordinance in furtherance of the purposes described in this ordinance and not inconsistent with the terms of this ordinance are ratified and confirmed in all respects.

Section 19. Severability. The provisions of this ordinance are declared to be separate and severable. If a court of competent jurisdiction, all appeals having been exhausted or all appeal periods having run, finds any provision of this ordinance to be invalid or unenforceable as to any person or circumstance, such offending provision shall, if feasible, be deemed to be modified to be within the limits of enforceability or validity. However, if the offending provision cannot be so modified, it shall be null and void with respect to the particular person or circumstance, and all other provisions of this ordinance in all other respects, and the offending provision with respect to all other persons and all other circumstances, shall remain valid and enforceable.

Section 20. Effective Date of Ordinance. This ordinance shall take effect and be in force from and after its passage and five days following its publication as required by law.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 1st day of November, 2021.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Bond Counsel

CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the “City”), hereby certify as follows:

1. The attached copy of Ordinance No. ____ (the “Ordinance”) is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on November 1, 2021, as that ordinance appears on the minute book of the City.

2. That said meeting was duly convened and held in all respects in accordance with law (including Proclamation 20-28 made by the Governor of the State of Washington on March 24, 2020, as extended, and acts of the legislative leadership of the State of Washington), and to the extent required by law, due and proper notice of such meeting was given.

3. The Ordinance will be in full force and effect five days after publication in the City’s official newspaper, which publication date is November ____, 2021.

4. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: November 1, 2021.

CITY OF CAMAS, WASHINGTON

City Clerk



Staff Report – Public Hearing for Ordinance

November 1, 2021 Council Regular Meeting

Public Hearing for Ordinance No. 21-013 Amending the 2021-2022 Budget

Presenter: Cathy Huber Nickerson, Finance Director

Time Estimate: 5 minutes

Phone	Email
360.817.1537	chuber@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: The purpose of this agenda item is to hear public comment per RCW 35A.34.150 for Ordinance 21-013 Amending the 2021 Budget (Fall Omnibus Budget) and for Council to consider Ordinance 21-013.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To open the public hearing to consider public comment and to hold open the comment period until the next City Council Regular Meeting on November 15, 2021.

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

How have communities been engaged? Are there opportunities to expand engagement? The public had an opportunity to view a presentation by the City’s Finance Director during the City Council Workshop earlier. The public hearing will remain open for three weeks beginning November 1, 2021.

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

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

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

RECOMMENDATION: Staff recommends City Council move to open the Public Hearing as prescribed by RCW 35A.34.150.

ORDINANCE NO. 21-013

AN ORDINANCE amending the City of Camas' 2021-2022 Budget Ordinance Nos. 20-011 and 21-007.

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

WHEREAS, the City Council of the City of Camas approved Ordinance 21-007 amending the Budget Ordinance 20-011; 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 will receive additional revenues that were not anticipated at the time of adopting the budget for 2021-2022; 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; and

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

WHEREAS, the financial activities in the following funds could not have been reasonably foreseen at the time of adopting the 2021-2022 budget.

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

Section I

Budget Amendment: The City of Camas' 2021-2022 Budget as adopted in Ordinance No. 20-011 and amended by Ordinance 21-007 is amended as follows:

1. Modify the 2021 Budget for 2021 Legislation provide funding and associated expenditures for body cameras.
2. Modify the 2021 Budget for the movement of budget from Executive to Central Services.
3. Modify the 2021 Budget for 2021 general obligation loan payments.
4. Supplement the 2021 Budget for replacement plotter for Building and Engineering.
5. Supplement the 2021 Budget for a Study of the City's Water System for risk and vulnerabilities.
6. Supplement the 2021 Budget for painting Station 43.

ORDINANCE NO. 21-013

- 7. Supplement the 2021 Budget for increase credit card fees for remote transactions.
- 8. Supplement the 2021 Budget for a study of the City’s Sewer infrastructure.
- 9. Supplement the 2021 Budget for improvements to the Crown Road Booster Station.
- 10. Supplement the 2021 Budget for additional labor costs for CWFD.
- 11. Supplement the 2021 Budget for American Rescue Plan Act funding and utility assistance costs.

Section II

Budget Amendment – Effect on Fund Revenues and Expenses: The foregoing increases affect the City funds as shown on Attachment A.

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 _____ day of _____, 2021.

SIGNED: _____
Mayor

SIGNED: _____
Clerk

APPROVED as to form:

City Attorney

Attachment A

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	% Impact
Operating Funds									
General	\$ 9,917,694	\$ 26,479,338	\$ (28,860,907)	\$ 7,536,125	\$ 103,471	\$ (234,471)	\$ 7,405,125	A-1,A-2,S-1,S-4	-2%
Streets	\$ 1,229,954	\$ 3,752,557	\$ (3,881,630)	\$ 1,100,881	\$ -	\$ -	\$ 1,100,881		
ARPA Funds	\$ -	\$ -	\$ -	\$ -	\$ 3,408,118	\$ (100,000)	\$ 3,308,118	S-8	
Tree Fund	\$ 15,422	\$ 225	\$ -	\$ 15,647			\$ 15,647		
Camas/Washougal Fire & EMS	\$ 2,967,442	\$ 11,193,800	\$ (12,141,102)	\$ 2,020,140		\$ (365,588)	\$ 1,654,552	S-3	-18%
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)	\$ -	\$ 1,777,776	\$ (1,777,776)	\$ -	A-3	0%
REET	\$ 10,162,097	\$ 5,755,365	\$ (6,789,321)	\$ 9,128,141		\$ (818,830)	\$ 8,309,312	A-3	-9%
Park Impact Fee	\$ 5,144,594	\$ 2,095,963	\$ (1,253,331)	\$ 5,987,226		\$ (818,829)	\$ 5,168,397	A-3	-14%
Transportation Impact Fee	\$ 3,153,085	\$ 2,530,072	\$ (1,171,063)	\$ 4,512,094		\$ (140,117)	\$ 4,371,977	A-3	-3%
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	\$ 300,000	\$ (300,000)	\$ 684,478	\$ -	\$ -	\$ 684,478		
Larkspur Construction	\$ -	\$ -	\$ -	\$ -			\$ -		
Legacy Lands	\$ 6,235,093	\$ 20,000	\$ (500,000)	\$ 5,755,093			\$ 5,755,093		
Lake and Everett	\$ 222,245	\$ 675,000	\$ (675,000)	\$ 222,245			\$ 222,245		
Facilities Capital Fund	\$ -	\$ 889,874	\$ (889,874)	\$ -			\$ -		
Storm Water	\$ 2,772,413	\$ 2,047,686	\$ (3,226,062)	\$ 1,594,037			\$ 1,594,037		
Solid Waste	\$ 3,027,046	\$ 3,152,552	\$ (3,018,396)	\$ 3,161,202		\$ -	\$ 3,161,202		
Water/Sewer	\$ 6,138,896	\$ 14,505,870	\$ (16,737,691)	\$ 3,907,075		\$ (306,000)	\$ 3,601,075	S-2,S-5,S-6	-8%
W/S Capital Projects	\$ 52,393	\$ 1,040,000	\$ (1,040,000)	\$ 52,393			\$ 52,393		
North Shore Construction Project	\$ 493,499	\$ -	\$ (350,000)	\$ 143,499		\$ -	\$ 143,499		
Water Capital Projects	\$ 8,671,632	\$ 925,000	\$ (5,630,000)	\$ 3,966,632	\$ 95,000	\$ (95,000)	\$ 3,966,632	S-6	0%
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	\$ (1,891,584)	\$ 2,010,562			\$ 2,010,562		
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	\$ 89,345,597	\$ (93,562,021)	\$ 80,276,551	\$ 5,384,365	\$ (4,656,610)	\$ 81,004,305		
				\$ -		\$ 727,755			1%

(1) Budgeted revenues and expenses reflect the 2021 Adopted Budget

		Carry Forward	
Ord Budget	\$ 170,586,145	\$ 170,689,983	Administrative \$ 1,881,247 \$ (3,659,022)
2022 Budget	\$ 82,380,048	\$ 81,569,462	\$ (1,777,775)
2021 Budget	\$ 88,206,097	\$ 89,120,521	Supplemental \$ 3,731,118 \$ (1,225,588)
Spring Omnibus	\$ 1,139,500	\$ 4,441,500	\$ 2,505,530
Adjusted Budget	\$ 89,345,597	\$ 93,562,021	\$ 727,755
	\$ -	\$ -	\$ -

Attachment A

Adjustment #	Description	Note	Fund	Current Budget	Proposed Budget	Rev Increase Exp Decrease	Rev Decrease Exp Increase	Impact to Budget
A-1	State Shared Revenue	Leg One-Time Cost Alloc	001	\$ -	\$ 103,471	001-00-335-040-10	\$ 103,471	\$ 103,471
A-1	Small Tools and Equipment	Body Cameras and software	001	\$ 75,780	\$ 179,251	001-08-521-220-35	\$ (103,471)	\$ (103,471)
A-2	Professional Services	Move to Central Services	001	\$ 237,949	\$ 187,949	001-03-513-100-41	\$ 50,000	\$ 50,000
A-2	Professional Services	Move from Exec	001	\$ 55,000	\$ 105,000	001-23-518-300-41	\$ (50,000)	\$ (50,000)
A-3	GO Bonds Principal	Adjust for budget error	240	\$ 814,811	\$ 818,446	240-00-591-210-78	\$ (3,635)	\$ (3,635)
A-3	Princ-Land Contract	Land Contract Debt Srv	240	\$ -	\$ 1,412,659	240-00-591-760-77	\$ (1,412,659)	\$ (1,412,659)
A-3	Princ-PWTF Loans Streets	Adjust for Lake & Everett	240	\$ 371,842	\$ 483,288	240-00-591-760-77	\$ (111,446)	\$ (111,446)
A-3	Int PWTF Loans Streets	Adjust for Lake & Everett	240	\$ 24,563	\$ 49,599	240-00-592-595-83	\$ (25,036)	\$ (25,036)
A-3	Int on Land Contract	Land Contract Debt Srv	240	\$ -	\$ 225,000	240-00-592-760-83	\$ (225,000)	\$ (225,000)
A-3	Transfer in - TIF	Lake and Everett DS & adj	240	\$ 836,063	\$ 976,180	240-00-397-302-00	\$ 140,117	\$ 140,117
A-3	Transfer in - REET	Land Contract Debt Srv	240	\$ 691,199	\$ 1,510,029	240-00-397-300-00	\$ 818,830	\$ 818,830
A-3	Transfer in - PIF	Land Contract Debt Srv	240	\$ 713,580	\$ 1,532,409	240-00-397-301-00	\$ 818,829	\$ 818,829
A-3	Transfer to - DS	TIF transfer for DS	302	\$ 836,063	\$ 976,180	302-00-597-240-00	\$ (140,117)	\$ (140,117)
A-3	Transfer to - DS	REET transfer to DS	300	\$ 691,199	\$ 1,510,029	300-00-597-240-00	\$ (818,830)	\$ (818,830)
A-3	Transfer to - DS	PIF transfer to DS	301	\$ 713,580	\$ 1,532,410	301-00-597-240-00	\$ (818,829)	\$ (818,829)
A-3	Adjust Fund Balance	Transportation Imp Fees	302	\$ 4,512,094	\$ 4,371,977	302-00-308-000-00	\$ 140,117	\$ 140,117
A-3	Adjust Fund Balance	REET	300	\$ 9,128,141	\$ 8,309,311	300-00-308-000-00	\$ 818,830	\$ 818,830
A-3	Adjust Fund Balance	Park Impact Fees	301	\$ 5,987,226	\$ 5,168,396	301-00-308-000-00	\$ 818,829	\$ 818,829
S-1	Small Tools and Equipment	Engineering	001	\$ 1,027	\$ 6,527	001-13-518-910-35	\$ (5,500)	\$ (5,500)
S-1	Small Tools and Equipment	Building	001	\$ -	\$ 5,500	001-22-524-200-35	\$ (5,500)	\$ (5,500)
S-1	Adjust Fund Balance	General Fund	001	\$ 7,536,125	\$ 7,525,125	001-00-308-000-00	\$ 11,000	\$ 11,000
S-2	Risk and Resilience Study	Water	424	\$ 150,000	\$ 286,000	424-00-534-810-41	\$ (136,000)	\$ (136,000)
S-2	Adjust Fund Balance	Water	424	\$ 3,907,075	\$ 3,771,075	424-00-308-000-00	\$ 136,000	\$ 136,000
S-3	Repairs and Maintenance	Station 43 Painting	115	\$ 60,067	\$ 79,067	115-09-522-500-48	\$ (19,000)	\$ (19,000)
S-3	Adjust Fund Balance	CWFD	115	\$ 2,020,140	\$ 2,001,140	115-00-308-000-00	\$ 19,000	\$ 19,000
S-4	Professional Services	Building	001	\$ 4,736	\$ 124,736	001-22-524-200-41	\$ (120,000)	\$ (120,000)
S-4	Adjust Fund Balance	General Fund	001	\$ 7,536,125	\$ 7,416,125	001-00-308-000-00	\$ 120,000	\$ 120,000
S-5	General Sewer Plan	Sewer	424	\$ -	\$ 75,000	424-00-535-812-41	\$ (75,000)	\$ (75,000)
S-5	Adjust Fund Balance	Sewer	424	\$ 3,907,075	\$ 3,832,075	424-00-308-000-00	\$ 75,000	\$ 75,000
S-6	Crown Road Booster Station Construct.	Water/Sewer Capital	426	\$ -	\$ 95,000	426-40-594-346-65	\$ (95,000)	\$ (95,000)
S-6	Operating Transfer In	Water/Sewer Capital	426	\$ 600,000	\$ 695,000	426-00-397-424-00	\$ 95,000	\$ 95,000
S-6	Operating Transfer Out	Water/Sewer Fund	424	\$ 600,000	\$ 695,000	424-00-597-426-00	\$ (95,000)	\$ (95,000)
S-6	Adjust Fund Balance	Water/Sewer Fund	424	\$ 3,907,075	\$ 3,812,075	424-00-308-000-00	\$ 95,000	\$ 95,000
S-7	EMS Salaries	CWFD	115	\$ 1,783,824	\$ 1,850,634	115-00-522-720-11	\$ (66,810)	\$ (66,810)
S-7	EMS Overtime	CWFD	115	\$ 206,000	\$ 214,240	115-00-522-720-12	\$ (8,240)	\$ (8,240)
S-7	EMS Benefits	CWFD	115	\$ 606,348	\$ 629,180	115-00-522-720-21	\$ (22,832)	\$ (22,832)
S-7	Fire Salaries	CWFD	115	\$ 4,153,870	\$ 4,318,474	115-09-522-210-11	\$ (164,604)	\$ (164,604)
S-7	Fire Overtime	CWFD	115	\$ 420,000	\$ 436,878	115-09-522-210-12	\$ (16,878)	\$ (16,878)
S-7	Fire Benefits	CWFD	115	\$ 1,381,975	\$ 1,436,915	115-09-522-210-21	\$ (54,940)	\$ (54,940)
S-7	FM Salaries	CWFD	115	\$ 428,375	\$ 437,572	115-09-522-300-11	\$ (9,197)	\$ (9,197)
S-7	FM Overtime	CWFD	115	\$ 14,000	\$ 14,482	115-09-522-300-12	\$ (482)	\$ (482)
S-7	FM Benefits	CWFD	115	\$ 133,920	\$ 136,525	115-09-522-300-21	\$ (2,605)	\$ (2,605)
S-7	Adjust Fund Balance	CWFD	115	\$ 2,020,140	\$ 1,673,552	115-00-308-000-00	\$ 346,588	\$ 346,588
S-8	COVID-19 ARPA Fed Stimulus Fds	ARPA Funds	113	\$ -	\$ 3,408,118	113-00-332-920-10	\$ 3,408,118	\$ 3,408,118
S-8	Utility Assistance Funds	ARPA Funds	113	\$ -	\$ 100,000	113-00-	\$ (100,000)	\$ (100,000)
S-8	Adj Fund Balance	ARPA Funds	113	\$ -	\$ 3,308,118	113-00-508-000-00	\$ (3,308,118)	\$ (3,308,118)

Net Total	\$ 4,706,611	\$ (4,706,611)	\$ -
	\$ 5,434,365	\$ (4,706,610)	
		\$ 727,755	
		\$ 727,755	
		\$ (1)	

Carry Forward	\$ -	\$ -	
Net Balance	\$ -	\$ -	\$ -
Administrative	\$ 1,931,247	\$ (3,709,023)	
Net Balance	\$ (1,777,776)	\$ (1,777,776)	
Supplemental	\$ 3,503,118	\$ (997,588)	
Net Balance	\$ 2,505,530	\$ 2,505,531	\$ 727,755

Budget Summary			
Total	\$ 5,434,365	\$ (4,706,610)	
		\$ 727,755	
		\$ 727,755	

2021 Fall Omnibus Budget - Fund Balance Impacts

	General Fund	ARPA Funds	C/W Fire & EMS	Limited GO Debt Service	REET Projects	Park Imp Fee	Transp Imp Fee	Water/Sewer	Water Capital Projects	Total	Dept.
Beginning Balance	\$ 9,917,694	\$ -	\$ 2,967,442	\$ -	\$ 10,162,097	\$ 4,567,847	\$ 3,153,085	\$ 6,138,896	\$ 52,393		
Revenues	\$ 26,479,338	\$ -	\$ 11,193,800	\$ 2,449,298	\$ 5,755,365	\$ 1,093,722	\$ 2,530,072	\$ 14,505,870	\$ 1,040,000		
Expenditures	\$ (28,698,907)	\$ -	\$ (12,141,102)	\$ (2,449,298)	\$ (6,789,321)	\$ (1,199,193)	\$ (1,171,063)	\$ (16,737,691)	\$ (1,040,000)		
Projected Ending Fund Balance	\$ 7,698,125	27%	\$ 2,020,140	\$ -	\$ 9,128,141	\$ 4,462,376	\$ 4,512,094	\$ 3,907,075	\$ 52,393		
Carry Forward Packages											
Total Carry Forward											
Subtotal Fund Balance	\$ 7,698,125	27%	\$ 2,020,140	\$ -	\$ 9,128,141	\$ 4,462,376	\$ 4,512,094	\$ 3,907,075	\$ 52,393	\$ -	\$ -
Administrative Packages											
A-1	Legislative One Time Cost Allocation	\$ 103,471								\$ 103,471	Police
	Body Cameras and Filing System	\$ (103,471)								\$ (103,471)	Police
A-2	Move budget from Executive	\$ (50,000)								\$ (50,000)	Executive
	Move budget to Central Services	\$ 50,000								\$ 50,000	Central Srv
A-3	Rose Land Contract			\$ (1,637,659)						\$ (1,637,659)	Debt Service
	Transfer to fund from REET & PIF			\$ 1,637,659	\$ (818,830)	\$ (818,829)				\$ -	REET & PIF
	PWTF Loans for Lake and Everett, DS adj			\$ (140,117)						\$ (140,117)	Debt Service
	Transfer to fund from TIF			\$ 140,117			\$ (140,117)			\$ -	TIF
	Total Administrative	\$ -	\$ -	\$ -	\$ (818,830)	\$ (818,829)	\$ (140,117)	\$ -	\$ -	\$ (1,777,776)	
Subtotal Fund Balance	\$ 7,698,125	27%	\$ 2,020,140	\$ -	\$ 8,309,311	\$ 3,643,547	\$ 4,371,977	\$ 3,907,075			
Supplemental Packages											
S-1	Replacement Plotter	\$ (11,000)								\$ (11,000)	Engineering/Building
S-2	Water Risk and Resilience Study							\$ (136,000)		\$ (136,000)	Water
S-3	Fire Station 43 Painting		\$ (19,000)							\$ (19,000)	CWFD
S-4	Credit Card Fees for Remote Transactions	\$ (120,000)								\$ (120,000)	Building
S-5	General Sewer Plan							\$ (75,000)		\$ (75,000)	Sewer
S-6	Crown Road Booster Station Improvements								\$ (95,000)	\$ (95,000)	Water
	Operating Transfer from Water/Sewer							\$ (95,000)	\$ 95,000	\$ -	Water
S-7	CWFD Additional Labor Costs for 2021		\$ (346,587)							\$ (346,587)	CWFD
S-8	ARPA Utility Assistance Funds	\$ 3,408,118								\$ 3,408,118	Finance
	Utility Assistance	\$ (100,000)								\$ (100,000)	Finance
	Total Supplemental	\$ (131,000)	\$ 3,308,118	\$ (365,587)	\$ -	\$ -	\$ -	\$ -	\$ (306,000)	\$ -	\$ 2,505,531
Net Budget Adjustment	\$ (131,000)	\$ 3,308,118	\$ (365,587)	\$ -	\$ (818,830)	\$ (818,829)	\$ (140,117)	\$ (306,000)	\$ -	\$ 727,755	
Total Adjusted Fund Balance	\$ 7,567,125	26%	\$ 3,308,118	\$ 1,654,553	\$ -	\$ 8,309,311	\$ 3,643,547	\$ 4,371,977	\$ 3,601,075	\$ -	\$ 727,755

City of Camas
2021 Updated Fall Omnibus Budget - Description of Packages

11/1/2021

Package	Title	Description	Fund Impacted	Overall Appropriation
A-1	Police Body Cameras	2021 Legislation provided funding and mandates for body cameras	General Fund	\$ -
A-2	Facilities Assessment	Move Budget from Executive to Central Services	General Fund	\$ -
A-3	Debt Service Adjustments	Correct DS for Rose Property, Lake and Everett and adjustment	DS, REET, PIF, TIF	\$ (1,777,776)
S-1	Replacement Plotter	Plotter is used by Building and Engineering - both will share in the cost	General Fund	\$ (11,000)
S-2	Risk and Resilience Study	Study of City Water Systems for risk and vulnerabilities	Water/Sewer	\$ (136,000)
S-3	Station 43 Painting	Station 43 is in Washougal and requires exterior painting	CWFD	\$ (19,000)
S-4	Credit Cards Fees for Remote	Use of remote credit card transactions with Building during COVID	General Fund	\$ (120,000)
S-5	General Sewer Plan	Study of Sewer infrastructure and will be basis for updated Sewer SDCs	Water/Sewer	\$ (75,000)
S-6	Crown Road Booster Station	Improvements to the Crown Road Booster Station	Water/Sewer	\$ (95,000)
S-7	CWFD Additional Labor Costs	Personnel cost with assumed cost of unsettled agreement	CWFD	\$ (346,587)
S-8	APRA Utility Assistance Funds	Urgent Utility Assistance Funding for COVID-19 delinquencies	ARPA	\$ 3,308,118
			Total	\$ 727,755



Staff Report

November 1, 2021

Collective Bargaining Agreement – City of Camas and IAFF 2021-2023

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: The City and IAFF Local 2444 have been negotiating in good faith since November 2020 on a successor agreement to the prior collective bargaining agreement which expired December 31, 2020. The terms of this agreement have been guided by Council in closed sessions and the agreement has been ratified by Local 2444.

SUMMARY: The successor agreement between the City and IAFF will be a three year contract, through 2023 and includes retro salaries for 2021. Due to the department salaries being behind in comparability with like agencies, this contract includes a 10% wage adjustment over the three year period as well as other benefits afforded comparable jurisdictions.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? It is the desire of the city to pay wages that are comparable to appropriate jurisdictions to ensure employee recruitment and retention, especially in light of labor market data and retirements forthcoming in the department.

What’s the data? What does the data tell us? Salary and benefit data from comparable jurisdictions was reviewed and shows that we are below market and below average in the marketplace.

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 employees and the city will benefit from the ability to recruit and retain employees. This ensures full staffing and ability to provide service to the citizens.

What are the strategies to mitigate any unintended consequences? City staff will continue to work with IAFF on staffing models that will help mitigate unintended consequences with regard to staffing levels and operating expenses.

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

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

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

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

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

BUDGET IMPACT: The overall budget impact over the three year period is estimated to be approximately \$1.4 million. This includes retro pay and items already budgeted, as well as assumptions related to cost of living increases and changes that will help levelized the staffing model and decrease expenditures.

RECOMMENDATION: Staff recommends Council authorize the Mayor and Interim City Administrator to sign the three year agreement with IAFF.

AGREEMENT BETWEEN
the
CITY OF CAMAS
and the
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL NO. 2444

January 1, 2021- December 31, 2023

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION 4

ARTICLE 2 - UNION SECURITY 4

ARTICLE 3 - DUES DEDUCTION..... 5

ARTICLE 4 - WORK SCHEDULES - OVERTIME - LEAVE SLOTS - TRADES 5

ARTICLE 5 - HOLIDAY COMPENSATION - TIME OFF 12

ARTICLE 6 - VACATIONS 13

ARTICLE 7 - SICK LEAVE 14

ARTICLE 8 - BEREAVEMENT LEAVE 15

ARTICLE 9 - JURY DUTY 16

ARTICLE 10 - OTHER LEAVES..... 16

ARTICLE 11 - SENIORITY 19

ARTICLE 12 - CIVIL SERVICE RULES AND REGULATIONS..... 19

ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION
DRUG - PENSION - LIFE INSURANCE..... 20

ARTICLE 14 - UNIFORM & EQUIPMENT..... 21

ARTICLE 15 - DISCIPLINARY PROCEDURES..... 22

ARTICLE 16 - GRIEVANCE PROCEDURE 23

ARTICLE 17 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS . 25

ARTICLE 18 - STRIKES AND LOCKOUTS 25

ARTICLE 19 - UNION REPRESENTATIVES..... 25

ARTICLE 20 - BULLETIN BOARDS..... 26

ARTICLE 21 - NON-DISCRIMINATION 26

ARTICLE 22 - WAGES, CLASSIFICATIONS AND PAY PLAN 26

ARTICLE 23 - HEALTH AND SANITATION 29

ARTICLE 24 - SEVERABILITY..... 29

ARTICLE 25 - MILEAGE ALLOWANCE 29

ARTICLE 26 - LIABILITY INSURANCE..... 30

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS 30

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS..... 30

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE..... 31

ARTICLE 30 - MANAGEMENT RIGHTS 31
ARTICLE 31 - USE OF TOBACCO PRODUCTS..... 32
ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES 32
ARTICLE 33 - PHYSICAL FITNESS 32
ARTICLE 34 - USE OF FIRE STATION 33
ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST 33
ARTICLE 36 - ALTERNATIVE DUTY 33
ARTICLE 37 - LABOR MANAGEMENT COMMITTEE 34
ARTICLE 38 - WILDLAND MOBILIZATION..... 34
ARTICLE 39 – EDUCATIONAL INCENTIVE..... 36
ARTICLE 40 – DEFERRED COMPENSATION..... 36
ARTICLE 41- TERMINATION AND RENEWAL 37
EXHIBIT A..... 38
EXHIBIT B..... 39
EXHIBIT C..... 40

AGREEMENT BETWEEN

the

CITY OF CAMAS

and the

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL NO. 2444

THIS AGREEMENT is made and entered into by and between the City of Camas, Camas, Washington, hereinafter referred to as the “City,” and the International Association Of Fire Fighters, Local No. 2444, chartered by the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the “Union”.

PREAMBLE

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

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

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

ARTICLE 1 –RECOGNITION

The City agrees to recognize the Union as the sole collective bargaining agent for all regular full-time employees of the Fire Department of the City of Camas excluding Fire Chief, Deputy Fire Chief, Division Chief of Operations, Division Chief of Emergency Medical Services, Division Chief/Fire Marshal and any positions covered under another bargaining agreement.

ARTICLE 2 - UNION MEMBERSHIP

- 2.1 The City agrees to remain an independent neutral third party regarding the relationship between the Union and the represented employees.
- 2.2 Within the first 30 calendar days of employment or employee’s departure to fire academy, whichever is less, all new employees will be afforded the opportunity to attend at least a 30 minute, not to exceed 1 hour, briefing from the Union during the new employee’s regular work hours. Attending the meeting will not be mandatory for the employee.
- 2.3 Nothing in the above sections will interfere with the employee’s rights under RCW 41.56.122 of the Public Employee’s Collective Bargaining Act.

ARTICLE 3 - DUES DEDUCTION

- 3.1 The City shall deduct a “union deduction” in an amount determined by the union from all union members’ pay. Employees who are non-members and choose to join the union will join in a manner consistent with the Local’s Constitution and Bylaws which includes signing a Union provided “Opt-In” form. Signed “Opt-In” forms will be delivered to the City and indicate the employee’s desire for union deduction to start and continue until the member revokes their membership in the Union as described in Article 2.4 or the member’s employment with the City is terminated.
- 3.2 The City shall not deduct a monthly “union deduction” from non-members of the Union. Union members who choose to revoke their union membership and become non-members will do so consistent with the Local’s Constitution and Bylaws, and in doing so, will provide the City notification by use of a union provided “Opt-Out” form.
- 3.3 The Local will indemnify the City against any and all liability, which may arise by reason of the deduction by the City of money for membership dues from employee’s wages, in accordance with employee authorizations furnished to it by the Union.

ARTICLE 4 - WORK SCHEDULES – OVERTIME – LEAVE SLOTS - TRADES

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by the City. This is necessary in order to provide trained personnel for fire/medical response and to provide fire service coverage.
- 4.2 The Fire Chief will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the City shall provide at least fourteen (14) days of personal notice of the change, except in the event of an emergency.
- 4.3 The work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty. Each employee shall work an average of 48 hours per workweek.
- 4.4 The work schedule of 40-hour daytime personnel shall be Monday through Friday. Eight (8) consecutive hours, excluding the lunch period, shall constitute a day’s work. The workday shall normally begin at 7:30 a.m.; the normal workweek shall consist of forty (40) hours in a seven (7) day work period. The City and the employee may elect to mutually agree on an alternative work schedule.
- 4.5 For the employees working the twenty-four (24) hour shift schedule every seventh (7th) shift shall not be worked and will be considered a Kelly day. Kelly Days are equally

applied to all days of the week for each regular duty assignment. Kelly days are selected by the members in each separate regular duty assignment based on seniority as depicted in Article 11.

- 4.6 Off duty employees are expected to respond to alarms when called, if they are able. Members off duty due to disciplinary leave, illness or injury shall not respond to call back alarms unless approved by duty Battalion Chief or Fire Chief.
- 4.7 Employees who attend required training while off-duty, shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10.
- 4.8 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.9 Overtime - Twenty-four (24) hour Shift Personnel. All hours worked beyond the employee's regular twenty-four (24) hour shift, or in excess of forty-eight (48) hours in a work week shall be compensated at one and one-half (1.5) times their regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.
- 4.10 Overtime - Forty (40) Hour Daytime Personnel. All hours worked in excess of eight (8) hours per day (10 hours per day on a four (4) day, ten (10) hour work schedule), or forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.

In recognition of the impact of mandatory overtime the parties agree to implement the following: Once every eligible employee has declined a voluntary opportunity to work overtime, that overtime shall be deemed 'mandatory'. Mandatory overtime shall be compensated at double time if the person next on the mandatory list is compelled to work.

- 4.11 Forty (40) hour daytime employees on emergency callback (two (2) hour minimum) shall be calculated at a forty (40) hour overtime rate based on two thousand eighty (2080) hours per year.
- 4.12 Qualified forty (40) hour daytime employees may continue to be considered for twenty-four (24) hour shift overtime created by shift employee absences or vacancies, provided said employees are current with all applicable training competencies. Such shift overtime shall be scheduled in advance and not overlap or interfere in any way with the employee's regularly scheduled forty (40) hour workweek. Scheduled shift fill-in overtime shall be calculated and compensated at the forty (40) hour employees shift

overtime equivalent based on two thousand four hundred ninety-six (2496) hours per year.

4.13 The maximum consecutive hours an employee may work is 60. This is inclusive of any hours worked, including trades or overtime. If an employee works 60 consecutive hours, they are required to have a minimum of 12 consecutive hours off duty before they can return to work. Any schedule adjustment request or offering of overtime by the employee that would exceed 60 consecutive hours worked shall be denied. Exceptions may be made for major incidents, wildland mobilization, calls that extend through shift change, and natural disasters that require the call back of personnel.

4.14 All training to maintain medical certifications that are a requirement of employment in a job classification is work and shall be compensated consistent with this collective bargaining agreement. The City shall provide employees with the classes and training opportunities to maintain the required medical certifications consistent with the employee's job classification. It is the responsibility of the employee to maintain medical certifications that are a requirement of employment. The required certifications shall be those mandated by the Washington State Department of Health and the Clark County Medical Protocol Director to perform in the capacity of the employee's job classification.

Paramedic personnel shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10 for all required classes to maintain paramedic certification in Clark County taken while not on duty during a regularly scheduled shift. The Administrative Office shall establish the list of required classes and their availability. It is the responsibility of each employee to maintain proper paramedic credentials. Those requirements shall be determined by the County Medical Program Director.

4.15 An employee may elect to accrue compensatory time in lieu of overtime at the same rate. Effective 1/1/2022, an employee may bank up to a maximum of ninety-six (96) hours at any time during the year. Accrued compensatory time off shall be scheduled in the same manner as accrued vacation. If requested use of compensatory time off will result in the City incurring an overtime compensation expense to cover more than one (1) employee's absence, the request may be denied. Use of compensatory time will be authorized consistent with Article 4.21 of this CBA and additional requests for use may be denied unless specifically allowed in the FLSA. For the 2021 year, all leave in excess of ninety-six (96) hours shall be cashed out with the December 2021 paycheck.

4.16 Forty (40) hour daytime employees may elect to accrue compensatory time in lieu of overtime at the same rate up to a maximum of one hundred twenty (120) hours.

4.17

Employees will be called back at the discretion of the on-duty Battalion Chief or designee due to larger scale emergencies that deplete resources and the ability of on duty crews to cover subsequent emergencies or unscheduled upstaffing to meet emergent needs for weather events or hazardous conditions. Employees called back shall be compensated a minimum of two (2) hours plus time worked.

4.18 All overtime distinct from continuing beyond the completion of normal shift time shall be compensated at a minimum of two (2) hours at the overtime rate of pay.

4.19 Administrative Battalion Chief position

The Administrative Battalion Chief is a special duty assignment to which one of the Battalion Chiefs (BC) from the bargaining unit may be assigned.

The Shift Battalion Chief (SBC) shall be the regular duty assignment for the Battalion Chiefs (BC) within the bargaining unit.

The BC assigned to Administrative Battalion Chief work a 48 hour/week schedule consisting of 24 hour shifts from the beginning of the FLSA period containing July 1 through the end of the FLSA period containing September 30 and a 40 hour/week schedule consisting of 5 consecutive 8-hour days or 4 consecutive 10-hour days for the remainder of the year.

1. The hours of the BC assigned to Administrative Battalion Chief, while working the 48 hour/week schedule, will be flexible for the purpose of allowing that BC to cover SBC work resulting in reducing the BC overtime liability. While assigned a 48-hour work week the BC assigned to Administrative Battalion Chief shall only be assigned to consecutive 24 hour shifts if agreed to by the employee.
2. The BC's wages, overtime rate and benefit accruals and overtime rate will be consistent with the schedule to which the employee is assigned.
3. The BC assigned to Administrative Battalion Chief may provide, while on duty, emergency response in conjunction with the Shift Battalion Chief in order to fulfill auxiliary command functions on the emergency scene.

Leave scheduled by the BC assigned to Administrative Battalion Chief shall be granted consistent with the IAFF/City of Camas Collective Bargaining Agreement except it will be irrespective of the other employees' ability to use accrued benefits while assigned to the 40-hour workweek.

Duties of the Administrative Battalion Chief will not be limited to but shall be consistent with and include the responsibility of vehicle maintenance coordination/recordkeeping, career staff and volunteer training coordination/evaluation/recordkeeping, volunteer program coordination/record keeping, equipment/radio maintenance coordination/record keeping, and station maintenance, coordination/record keeping.

1. The BC assigned to Administrative Battalion Chief shall be provided the opportunity to fill SBC overtime opportunities, and when doing so act in the capacity of an SBC.
2. The City understands that when the BC assigned to Administrative Battalion Chief is assigned to work the SBC duties, the SBC duties become their primary responsibility resulting in a diminished ability to accomplish the Administrative

Battalion Chief duties. There should be no negative impacts to the employee for not accomplishing the Administrative Battalion Chief duties.

The BC assigned to Administrative Battalion Chief will not engage in work that has historically been performed by the Training Captain special duty assignment, including primary instruction. This article shall not exclude the BC assigned to Administrative Battalion Chief from performing any duties established in above.

4.20 The assignment of Training Captain shall be appointed by the Fire Chief and filled from the current pool of Captains with consideration given for desire, ability, and time in grade. Additional consideration will be given to the experience and expertise of the employees. The position shall be refilled as soon as practicable upon the signing of this agreement by the parties. Two (2) months' notice shall be given prior to transition to the assignment. The assignment of Training Captain shall normally be a one (1) year appointment but may be extended or shortened with mutual agreement. The work week for the position shall be a forty (40) hour week consisting of four (4) ten (10) hour days or five (5) eight (8) hour days, but shall also be flexible with consideration for any evening and weekend drills and classes. The Training Captain shall not regularly work shift but shall be eligible for overtime coverage. The Training Captain shall facilitate daily fire training for all shifts, keep and maintain training records for the organization and function as an administrative liaison to the EMS Division Chief. The Training Captain may also act as an incident safety officer or in a support capacity to the IC on fire scenes. The employee in this position shall receive benefits and accruals for forty (40) hour personnel as outlined in the bargaining agreement.

4.21 Minimum staffing and leave opportunity for the Camas-Washougal Fire Department shall be as follows:

11 Line positions

- A minimum of three (3) Captains or Acting Captains
 - A minimum of five (5) county certified lead paramedics
 - A minimum of one (1) Battalion Chief or Acting Battalion Chief
 - Engine Companies 41 and 42 shall have a minimum of one (1) Captain or one (1) qualified Acting Captain also one (1) qualified Paramedic. This company may cross staff a Medic Unit.
 - Engine Company 43 shall have a minimum of one (1) Captain qualified or one (1) qualified Acting Captain.
 - Medic Company 41 and 43 shall be staffed with a minimum of one (1) qualified Paramedic
 - Beginning January 1, 2022, minimum staffing at station 43 shall be no less than 2 county certified lead paramedics.
- 4.21.1 With the deployment of 52 (fifty-two) operational line personnel, or no later than June 1, 2022, whichever comes first, the minimum line personnel shall be increased to twelve (12). The additional member shall be used to increase the minimum staffing at station 42 to three (3) personnel.

- 4.21.2 With the deployment of 56 (fifty-six) operational line personnel, or no later than October 1, 2022, whichever comes first, the minimum line personnel shall be increased to thirteen (13). The additional member shall be used to increase the minimum staffing at station 42 to four (4) personnel. With this addition, cross staffing shall be eliminated at station 42 and there shall be a minimum of one (1) Captain or one (1) qualified Acting Captain and two (2) qualified Paramedics.
- 4.21.3 The parties agree that a three-person engine company is a mutually desired minimum standard and that the parties shall normally meet monthly, or as needed, through the term of this agreement in order to continue to formulate a plan for the deployment of three-person engine companies for all engines deployed with a goal of providing the 3-person deployment as soon as practicable. The parties agree that the mutual goal will be to provide that a three-person engine company as minimum staffing at station 41 followed by station 43 and then station 42 and subsequently any future stations. The parties agree to meet and bargain if they are not able to meet the provisions of this article.

The parties agree that the minimum member leave opportunity (leave slots) equals 25% of the line personnel regularly working on an individual shift. The line personnel regularly working on an individual shift equals the total line personnel assigned to a shift then subtract the daily average number of Kelly Days.

If 25% of the line personnel regularly working on an individual shift results in a fraction then the minimum member leave opportunity shall be rounded to the nearest whole number.

Line personnel regularly working on an individual shift = W
 Total Line Personnel Assigned to a Shift = A
 Daily Average number of Kelly Days = D
 Frequency of Kelly Days = 1 Kelly per 7 shifts worked = 1/7
 L = Minimum Member Leave Opportunity = Leave Slots

$D = A (1/7)$ rounded to hundredths
 $W = A - D$
 $L = W (1/4)$ rounded to whole number

Example:

A=16
 $D=16 (1/7)$ rounded to hundredths = 2.29
 $W=16 - 2.29 = 13.71$
 $L = 13.71 (1/4)$ rounded to whole number = 3

Or

A=17
 $D= 17(1/7)$ rounded to hundredths = 2.43

$$W = 17 - 2.43 = 14.57$$

$$L = 14.57 (1/4) \text{ rounded to whole number} = 4$$

Once time off is scheduled and approved, it will not be retracted by the City.

Members will be moved from their assigned station to another only for the purpose of mitigating staffing shortages in excess of minimum staffing requirements (minimum staffing requirements as depicted within CBA and MOUs).

- 4.22 Vacancies are any position in the schedule that needs to be filled to maintain minimum staffing requirement of Article 4.21 of this CBA.

Battalion Chiefs (BC) will have the right of first refusal for vacancies in the BC position that necessitates overtime. If unable to fill the vacancy with a BC, the most senior Acting Battalion Chief on duty will be moved up and the OT will be filled from the OT box. If no Acting Battalion Chief is available on duty, OT will be offered to Acting Battalion Chief's per order of the OT box. If unable to fill the vacancy with an Acting Battalion Chief, then mandatory OT will hold the lowest seniority. The Chief will work with the Union to determine how to best ensure Captains have time in service as Acting BC to allow for training for advancement opportunities and succession planning.

Captain vacancies will be filled by moving up the highest seniority Acting Captain (AC) qualified line personnel in a manner consistent with Article 22.7. If this creates OT, the vacancy will be hired from the OT Box. If there are no AC qualified line personnel on the schedule, rated Captains will have the right of first refusal per order in the OT Box. If no rated Captain is available, then OT will be offered to AC qualified per order in the OT Box.

Non-officer vacancies will be filled by qualified employees in order as depicted by the OT Box.

- 4.23 Employee for employee trades shall be allowed. Each member of the bargaining unit can exchange shifts with other members when the change does not reduce department staffing below that defined in Article 4.21 of this CBA.
- 4.24 Kelly day trades shall be allowed. Each member of the bargaining unit can exchange their scheduled twenty-four (24) hour Kelly day for a scheduled twenty-four (24) hour shift within the established twenty-one (21) day FLSA work period. A Kelly day trade shall occupy a leave slot as defined in Article 4.21 of this CBA.
- 4.25 Each member of the bargaining unit may voluntarily exchange a scheduled twenty-four (24) hour shift with another twenty-four (24) hour shift on a different platoon without an individual being assigned to work in their place. Self-trades may be denied unless the trade eliminates any need for additional personnel on overtime to meet minimum staffing requirements at the time of request. Self-trade requests shall not be made earlier than two (2) weeks prior to the 'traded from' day. The requested 'traded to' day must fall within one week of the 'traded from' day and be within the same FLSA work period.

- 4.26 Trade opportunities established in Articles 4.23 and 4.25 of this CBA will not create overtime obligations, interrupt instructor obligations or unreasonably interfere with daily operations, except Kelly day trades as provided for in article 4.24 since that trade occupies a leave slot. Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the City will state in writing the reason for the denial. Trade requests will be addressed within twenty-four (24) hours of submittal of the written request. In the absence of the Fire Chief, the designee may respond to the trade submittal.
- 4.27 The FLSA period shall commence on any 'B' shift Monday and shall be a 21-day period.
- 4.28 Should the Department have adequate staffing to explore Peak Deployment Units (PDU), the parties agree to meet and bargain the impacts of PDUs.

ARTICLE 5 - HOLIDAY COMPENSATION - TIME OFF

- 5.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 8.67 hours per month for the remainder of the calendar year within which they were hired. With the subsequent calendar year, Article 5.2 will apply.
- 5.2. Twenty-four (24) hour shift employees will be advanced one hundred four (104) hours of holiday time off at the beginning of each year in lieu of holidays.
- 5.3 Employees may cash out any amount of banked holiday time at the straight time rate anytime during the calendar year. Cashed out holiday time off will be remitted on the payday of the same pay period in which it was requested so long as it is requested prior to payroll cutoff.
- 5.4 Any accrued holiday time off not used by the December pay period cutoff each year, shall be cashed out at the employee's straight time rate.
- 5.5 Forty (40) hour daytime employees shall observe thirteen (13) holidays, the normal ten (10) that City Hall will observe by being closed plus three (3) floating holidays. If the three (3) floating holidays are not used by the December pay period cutoff, they shall be cashed out at the employee's straight time rate.
- 5.6 When an employee gives notice of separation from employment for any reason, or an employee transfers between being a 40/48-hour employee, the amount of holiday time off shall be prorated (8.67 hours per month) until the final date of separation or transfer. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday time off prior to separation or transfer, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the employee's final paycheck or repaid to the City.
- 5.7 The Administrative Battalion Chief shall receive one-hundred four (104) hours of holiday accruals each January as outlined in this article. Up to eighty (80) of those hours

may be used to offset the ten (10) holidays observed by City Hall during that same year. Any hours not used by the December pay period cutoff shall be cashed out at the employee's straight time rate.

- 5.8 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 5.

ARTICLE 6 - VACATIONS

- 6.1 Employees shall choose vacation by seniority and will take them between January 1 and December 31 for vacation earned the previous year (including that earned in accordance with Article 5 above). Subject to other conditions and terms of this Article, an employee may schedule their vacation any time after January 1 of each calendar year.
- 6.2 An employee taking their vacation shall not be entitled to any extra compensation for having worked during the period for which they were granted vacation unless requested by the Fire Chief or designee and approved by the City to do so.
- 6.3 A maximum total of two (2) years vacation accrual may be carried over to the following year. Any accrued vacation time beyond the maximum at the end of December pay period shall be cashed out at straight time unless retention is authorized by the Fire Chief or designee. Vacation hours cashed out in accordance with this paragraph shall not apply to or be restricted by Article 6.4 of this CBA. The Administrative Battalion Chief is considered a platoon duty employee for purposes of this article.
- 6.4 Employees may cash out up to 96 hours annually of accumulated vacation time at the straight time rate. Any request to cash out vacation time beyond a department accumulated total of one hundred thousand dollars (\$100,000) within a calendar year shall be at the discretion of the chief or designee.
- 6.5 Employees shall receive all accrued vacation at the time of termination or separation of service including vacation earned on pro-rata basis during the year of termination.
- 6.6 Employees will be entitled to and shall accrue the benefit of vacation with pay consistent with the following chart:

<u>Length of Service</u>	<u>24 hr. shift personnel</u>		<u>40 hr. personnel</u>	
	Hrs./Mon	Hrs./Yr.	Hrs./Mon	Hrs./Yr.

0-1 yr.	6	72		
0- 4 yrs.			8	96
2-4 yrs.	12	144		
5-7 yrs.	14	168		
5 – 9 yrs.			12	144
8-10 yrs.	16	192		
10 - 14 yrs.			14	168

<u>Length of Service</u>	<u>24 hr. shift personnel</u>		<u>40 hr. personnel</u>	
11-14 yrs.	18	216		
15-19 yrs.	20	240	16	192
20 or more yrs.	28	336	22	264

6.7 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 6.

ARTICLE 7 - SICK LEAVE

7.1 The City agrees to provide employees with paid sick leave earned at eighteen (18) hours per month with a maximum rollover on December 31 of each year of one thousand two hundred forty-eight (1248) hours for twenty-four (24) hour shift personnel.

7.2 Sick leave will accrue at eight (8) hours per month with a maximum rollover on December 31 of each year of one thousand forty (1040) hours for personnel working the forty (40) hour daytime schedule.

7.3 Employees noted in Section 7.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee’s spouse, domestic partner, child, grandparent, grandchild, or sibling requiring the employee’s attendance and/or care.

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

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

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

7.6 Sickness or disability shall be reported to the Fire Chief or designee prior to time for commencement of the employee’s workday, or as soon thereafter as practicable. The employee may be required to provide proof of illness.

7.7 Any platoon duty employee who has reached their maximum accrual of one thousand two hundred forty-eight (1248) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time of all hours accrued over one thousand two hundred forty-eight (1248). This benefit will be paid to eligible employees annually in December.

Any forty (40) hour daytime schedule employee who has reached their maximum accrual of one thousand forty (1040) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time of all hours accrued over one thousand forty (1040). This benefit will be paid to eligible employees annually in December.

If an employee has less than one thousand two-hundred forty-eight (1248) or one thousand forty (1040) sick leave hours and does not use any sick leave during the previous twelve (12) consecutive calendar months, the employee shall receive a four-hundred-dollar (\$400) cash bonus. This option may be utilized once every twelve (12) month period. Employees must notify payroll of their desire to utilize this benefit by the payroll cutoff period to receive it in that month's paycheck.

7.8 The Union and the City agree to abide by the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act and Washington Family Care Rules as outlined in Article 10.

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

If an employee retires from the City, meeting LEOFF plan requirements, providing at least 6 months' notice of separation, that employee is eligible to cash out their sick leave balance at their current straight time rate as outlined below:

48-hour employees

All hours up to 725 will be cashed out at 33%; and

All hours beyond 725 will be cashed out at 50%

40-hour employees

All hours up to 550 will be cashed out at 33%; and

All hours beyond 550 will be cashed out at 50%

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

7.10 Upon retirement of an employee, the City shall make contributions into the WSCFF Employee Benefit Trust in an amount equal to one hundred percent (100%) of the employee's sick leave cash out. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.

7.11 The Administrative Battalion Chief shall be considered a platoon duty employee for purposes of Article 7.

ARTICLE 8 - BEREAVEMENT LEAVE

8.1 A maximum of twenty-four (24) working hours bereavement leave shall be allowed when there is a death in an employee's immediate family such as spouse, domestic partner, child, parents, siblings, grandparent, grandchild or other member of the immediate household. This also includes "step" and "in-law" relationships as well as

aunts, uncles, nieces and nephews of the first generation. Human Resources will administer Article 8 for consistency in unique circumstances as they arise.

- 8.2 Additional leave may be requested in twelve (12) hour increments to a maximum of forty-eight (48) hours total for each incident. Approval for additional leave can be given by the employee's immediate supervisor or in cases where short notice is given by the on-duty officer. The additional hours of leave will be taken from the employee's banked sick leave first, then banked vacation holiday or comp time must be used. Leave without pay may only be used if all other leave has been depleted.

Forty (40) hour employees shall follow the leave policy in the City of Camas Employee handbook and be allowed twenty-four (24) hours off.

- 8.3 Employees shall be allowed by the City to attend the funeral of deceased fellow employees with pay if the City has the ability to have another agency provide for emergency response.

ARTICLE 9 - JURY DUTY

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

ARTICLE 10 - OTHER LEAVES

- 10.1 In the event of a military leave, the City abides by the provisions of the state of Washington RCW 38.40.060 which stipulates that employees who are members of the armed forces, reserves, National Guard or other uniformed services are entitled to be absent from their duties up to twenty-one (21) days each year (October 1-September 30) with pay so that the employee may report for required military duty, training, or drills including those in the national guard under Title 10 U.S.C., Title 32 U.S.C., or state active status and while going to or from such duty.

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

family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

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

- 10.2 The City may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the City, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement.
- 10.3 Upon request the union president or their designated representative may be granted up to twenty-four (24) hours of time off with pay per year to conduct bona fide union business. All requested time over twenty-four (24) hours in a calendar year may be approved at no cost to the city.
- 10.4 Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on-duty when staffing allows and there is no increased cost to the City.
- 10.5 The "City of Camas Shared Leave Policy" adopted 04/13/01 and mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement.
- 10.6 The City and the Union agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.
- 10.7 Federal Family Medical Leave
Employees who work for the City for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An "immediate family member" for purposes of Family Medical Leave is defined as an employee's spouse, child, parents, or any member of the immediate household. The City may expand the definition of immediate family under special circumstances. A "serious health condition" is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a

serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

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

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

10.8. Washington State Family Care Rules

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

10.9 Flex Hours

Employees who attend voluntary meetings department activities or events as authorized by the Fire Chief or designee shall be eligible for 'flex hours' (hour for hour). Flex hours shall be taken similar to vacation or other forms of elective leave but shall not cause a vacancy within the department staffing that requires the use of overtime compensation. This leave shall not be cashed out.

10.10. Workers' Compensation (Labor and Industries) Leave

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

10.11 Washington State Paid Family Medical Leave

Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits, is established by Washington law and is therefore independent of this Agreement. Paid Family Leave benefits and Paid Medical Leave benefits are available through this program.

Premiums for benefits are established by law will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State). Employees shall pay through a monthly payroll deduction, the full cost of the premiums associated with family leave benefits and forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits, as determined under RCW 50A.04.115. This equates to 63% of the 0.4% premium collection being deducted from the employee's paid wages.

The employee's contribution to this premium shall be as set forth in RCW 50A.04.115 through the term of the contract.

ARTICLE 11 - SENIORITY

- 11.1 Seniority is the length of continuous employment of an employee with the Camas Fire Department, Washougal Fire Department and Camas-Washougal Fire Department. Where job classifications are equal and employees meet the minimum job qualifications, where applicable, seniority shall be observed with respect to transfers, layoffs, acting out of class, and shift/station assignment. Additionally, for the purpose of shift/station selection, seniority shall be observed as "time in grade". Each member of a promoted grade shall choose their station and shift in seniority order of the others at that grade using their promotion date for their current grade. For the process of shift/station selection, Battalion Chiefs shall first pick shifts following the time in grade process outlined above, then Captains shall choose using the outlined time in grade process, then all line personnel shall choose following individual department seniority and minimum staffing requirements.

The position of Administrative Battalion Chief and Training Captain shall also be filled using the "time in grade" method. Those assignments shall normally be for two (2) years and shall normally only be vacated on January 1 following the outcome of shift/station selection period which occurs in November of the previous year.

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

ARTICLE 12 - CIVIL SERVICE RULES AND REGULATIONS

Employees shall comply with the City of Camas Civil Service Rules and Regulations regarding examinations, certifying for appointments and promotions, making suspensions and removals, and otherwise carrying out said acts unless otherwise outlined in this contract.

ARTICLE 13 - HEALTH & WELFARE - DENTAL - VISION - PRESCRIPTION DRUG - PENSION - LIFE INSURANCE

- 13.1 Employees of the bargaining unit shall have the option of enrolling themselves and their eligible dependents into the Northwest Firefighters Medical Benefits Trust (NWFFT) Plan \$100, NWFFT Plan \$1500 HDHP or Kaiser Plan B for health insurance.

Effective January 1, 2022, Kaiser Plan B will no longer be available to new or existing members not already enrolled. All new members may enroll in the Kaiser \$250 deductible plan. Once no current members are enrolled in Kaiser Plan B that plan will no longer be available. If the City receives notice that Kaiser intends to eliminate plan B, those employees will be transferred to the \$250 plan.

- 13.2 Each employee that participates in Plan \$1500 shall receive an additional contribution, provided by the City, into a Voluntary Employee Beneficiary Association (VEBA) account administered through Benefit Plans Administrative Services, Inc. (BPAS) at the following amount:

- Employee only- \$2200/annually (paid in January)
- Family- \$4200/annually (paid in January)

- 13.3 Employees may select from any of the plans being offered by the City during the open enrollment period each year (November) for the plan change to take effect in January of the following year.

- 13.4 The City will pay the premiums for medical coverage for the member's choice of medical plans as follows:

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

- 13.5 The City agrees to pay 100% of the premiums for Delta Dental of Washington and Willamette Dental administered by Vimly Benefit Solutions for employee and dependent dental coverage for employees enrolled in NWFFT medical plans.

The City agrees to pay 100% of the premiums for Delta Dental Plan F, Willamette Dental, Kaiser Dental and VSP (administered by AWC) for employee and dependent dental and vision coverage for employees enrolled in Kaiser medical coverage.

- 13.6 The City shall provide a term life insurance policy for all employees in the amount of Fifty-Thousand Dollars (\$50,000.00).

- 13.7 The City shall inform the Union of new premium rates each year as soon as possible.

- 13.8 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the Employer of changes in the premium structure, benefits structure and/or the continued availability of such plans, then and in that event, the

Employer will notify the Union and employees of such changes. The parties will negotiate these changes and thereafter the City will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels.

- 13.9 The City shall make pension contributions required to the LEOFF II state pension act.
- 13.10 The City shall provide post-retirement medical insurance for the employee from retirement to age sixty-five (65), subject to the provisions above. Employees hired after January 1, 2006 as described above shall not be eligible for City paid post-retirement medical insurance, but may participate for themselves and their spouse/domestic partner at their own expense for the employee and spouse, consistent with plan requirements. The City does not facilitate payment or coverage for those not eligible for retiree medical. Retirees are not eligible for the HDHP/VEBA option outlined above in Article 13.4.
- 13.11 The Union and/or employee will indemnify and hold the City harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverages.
- 13.12 Members of the bargaining group may participate in the City's Dual Insurance Incentive Program.

ARTICLE 14 – UNIFORM & EQUIPMENT

- 14.1 Uniforms or an allowance for items unique and required for the proper and safe delivery of public services will be provided.
- 14.2 The City has implemented a quarter-master system under which the City shall be responsible for cleaning and replacing worn, damaged or incorrectly sized issued uniform items.
- 14.3 Personal Cellular Telephones – Represented employees will be responsible for owning and maintaining a cellular phone capable of receiving department dispatches over an Android or Apple or other capable operating system application. The employee will be expected to have their phone with them while on duty to receive dispatches. The City shall not be allowed to monitor, access or inspect an employee's personal cell phone or personal cell phone records. Employees who fail to comply with this provision regarding the maintenance and use of personal cell phones for receiving department dispatches shall not be subject to discipline. The City and the employee will comply with RCW 42.56 (Public Records Act). The positions of Battalion Chief and Deputy Fire Marshal have been identified to have need for use of personal phones and shall be eligible for a fifty dollar (\$50) monthly reimbursement for said use subject to the provision above
- 14.4 Each represented employee shall be issued the following uniform items that are NFPA 1975 compliant and in new condition upon employment and shall be maintained by the City:
- 3 Department T-Shirts
 - 3 Short Sleeve Station Shirts

- 1 Long Sleeve Station Shirt
- 3 Station Pants
- 2 Sweatshirt
- 1 Raincoat
- 1 Stocking Cap
- 1 Baseball Style Cap
- 1 Uniform Work Boots
- 1 Station Shoes
- 1 Duffel Bag for transporting uniforms

ARTICLE 15 - DISCIPLINARY PROCEDURES

- 15.1 The City has the right to discipline employees for violations or charges inclusive of those set forth in Civil Service rules and regulations. The employee shall only be disciplined for and with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 15.2 Disciplinary action or measures shall include only the following: (1) verbal reprimand, (2) written reprimand, (3) additional discipline may include denial of privileges such as trades or removal from platoon duty to 8-hour work days for a specified period of time, (4) suspension without pay, and (5) discharge.
- 15.3 Prior to the imposition of discipline the employee shall be informed of the alleged violation and be provided a copy of relevant documents the City has regarding the alleged violation that may exist.
- 15.4 In the case of potential suspension without pay or discharge the City shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or City observed holidays from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present the employee's side of the issue. In all discipline the employee will be given an opportunity to explain their side before the reprimand is finalized.
- 15.5 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the City, present at meetings held with the City to discuss disciplinary action against the employee.
- 15.6 When the City determines the circumstances are such that retention of the employee will likely result in the disruption of City services, damage to or loss of City owned property or be injurious to the employee, department coworkers or the services provided by the City, the City may immediately suspend with or without pay, depending on the circumstances. In such cases, the facts supporting the circumstances will be made available to the employee by the City not later than three (3) calendar days not including Saturday, Sunday or City observed holidays after the action became effective. If an

employee is found innocent of the alleged violation, the employee shall receive all back pay for the suspension period.

- 15.7 Newly hired employees (entry level and lateral) shall serve a probationary period not normally to exceed twelve (12) months. In the event of extended illness, injury or a leave of absence (not to include USERRA leave) that causes the employee to miss more than four (4) shifts, the employee's probationary period shall be extended by the equivalent amount of time the employee was not working unless contrary to local, State or Federal law. Step increases outlined in this document shall remain unaffected by the probationary period and will continue to be applied upon the date of hire anniversary. Probationary employees may be terminated/discharged without cause and without recourse; provided however, when a probationary employee is terminated / discharged, the employee may request an exit interview.
- 15.8 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No disciplinary document may be placed in the personnel file without the employee having been first notified of the document, given a copy of the document, and a copy of the document delivered to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.
- 15.9 Verbal reprimands shall be documented. Verbal and written reprimands will be removed, at the employee's request, from an employee's personnel file after one year from the date said action was finalized, provided that no further written reprimands have been issued within the one-year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one year from the date of the latest written reprimand.
- 15.10 It is the City's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 15.11 The disciplinary procedure herein in no way intends to limit the supervisor's ability to counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.1 Both parties understand that open and honest communication is essential to successful dispute resolution. The Union and the City agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.

16.2 If the employee elects to have disciplinary action reviewed by the Civil Service Commission a request for an investigatory hearing must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission, then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.

16.3 Grievances, except for disciplinary action to be reviewed by the Civil Service Commission [must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the discipline], must be initiated under the grievance procedure within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.

16.4 Grievances shall be resolved in the following manner:

Step 1: The Union and/or employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended resolution to the Chief who shall review the grievance and render a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays.

Grievances must be in written form and contain the following:

- A full description of the grievance and how the grievant(s) was/were affected
- Identify the section(s) of the CBA allegedly violated and state the specific nature of the violation
- Indicate the date(s) of the grieved incident(s)
- Specify the remedy and/or solution to the grievance sought by the grievant
- Identify the grievant(s) and be signed by the grievant(s)

Step 2: If the grievance is not resolved at Step 1, the Union and/or grievant shall submit the grievance to the City Administrator within ten (10) calendar days excluding the day of filing, Saturday, Sunday and City observed holidays of receipt of the Chief's decision. The City Administrator shall have discretion to determine what testimony or additional evidence, if any, beyond the written grievance and the Chief's decision is necessary to resolve the grievance, and to schedule presentation of such testimony or additional evidence. The City Administrator shall submit a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the end of the hearing.

Step 3: The Union may appeal an adverse decision of the City Administrator to a neutral arbitrator. The Union shall give written notice to the City of its intent to submit a grievance to arbitration within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the City Administrator's decision. Within ten (10) calendar days excluding Saturday, Sunday and City observed holidays of the Union's request to arbitrate, a representative of the Union and of the City shall meet and attempt to agree on a neutral arbitrator. If unable to reach agreement, they may request an arbitrator from the Public Employment Relations Commission or a list of seven (7) arbitrators from the American Arbitration Association. Upon receipt of the list, the two representatives shall meet within fifteen (15) calendar days excluding Saturday, Sunday and City observed holidays to alternately strike names until one name remains. This person shall serve as the sole arbitrator. The arbitrator shall render a decision within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the end of the hearing, which decision shall be final and binding on both parties. The arbitrator shall have no power to alter, amend or change the terms of this agreement. The arbitrator shall not have the authority to award punitive damages.

- 16.5 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.
- 16.6 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

ARTICLE 17 - NON-REDUCTION OF WAGES AND WORKING CONDITIONS

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

ARTICLE 18 - STRIKES AND LOCKOUTS

The City and the Union recognize that the public interest requires the efficient and uninterrupted performance of all City services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, neither the Union nor the City shall cause, engage in, or sanction any work stoppage, strike, slow-down, or other interference with City functions. Employees who engage in any of the foregoing actions shall be subject to disciplinary action. The City shall not constitute any lockout of its employees during the term of this Agreement.

ARTICLE 19 - UNION REPRESENTATIVES

An authorized representative of the Union shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the City to do so and without

interfering with the progress of work. The Union shall advise the City, in writing, of the names of their authorized representatives and stewards.

ARTICLE 20 - BULLETIN BOARDS

The City shall provide a bulletin board at every fire station for the Union's use in an area conveniently accessible to bargaining unit employees. The Union may maintain the board for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

ARTICLE 21 - NON-DISCRIMINATION

- 21.1 The City agrees that they will not discriminate against any employee because of the employee's Union activity.
- 21.2 Neither the Union nor the City, in carrying out their obligation under this agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise because of race, color, creed, national origin, gender or age-and both parties shall comply with discrimination categories as defined by state and federal law.

ARTICLE 22 - WAGES, CLASSIFICATIONS AND PAY PLAN

- 22.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A and Exhibit B to this contract.
- 22.2 New employees will be paid at the first step of their pay range as determined by the City. An employee shall be granted a step increase subject to satisfactory completion of probation as determined by the department head and after having served twelve (12) months at Step 1. Thereafter, an employee shall receive a step increase after twelve (12) months in each step and subject to satisfactory performance evaluations by the Fire Chief or designee. If performance reviews result in an unsatisfactory performance rating, then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the Fire Chief or designee.
- 22.3 Effective January 1 of each year of this agreement, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) equivalent to 100% of the change in the BLS Western Region (West) CPI-U from July to July of the previous year, with a minimum 2% and a maximum 4.5% increase.

For 2021, this CPI-U amount is 1.7%; therefore, all members of the bargaining group will receive a 2% CPI increase for 2021.

Effective January 1 of 2021, all employees in the bargaining unit shall receive a 4% pay increase to more align with market comparability.

Effective January 1 of 2022, all employees in the bargaining unit shall receive a 3% pay increase to more align with market comparability.

Effective January 1 of 2023, all employees in the bargaining unit shall receive a 2% pay increase to more align with market comparability.

These annual increases are intended to 'catch-up' with comparable jurisdictions as well as to remain competitive with local market comparators.

The provision above shall be outlined in Exhibit A.

- 22.4 Employees will perform the job duties and responsibilities of their current classification.
- 22.5 A promoted employee on probation, shall receive an increase in pay to a minimum of one full step (no less than 3%) above any subordinate employee within the department. After completion of a twelve (12) month probation period, the employee shall be eligible to receive an additional step increase subject to satisfactory performance evaluations by the Fire Chief or designee. The completion date of the probation period shall be the new anniversary date of the promoted employee. Thereafter, the employee will be considered for further step increases subject to a satisfactory performance review by the Fire Chief or designee.
- If a probationary employee is sick or injured for a period of six (6) consecutive weeks or more, that length of time shall be added to their probationary time and any potential step increases shall be similarly extended.
- 22.6 If an employee in the Deputy Fire Marshal position voluntarily chooses to maintain emergency medical certification, the City will pay for continuing education in accordance with this contract. Such employee will not be entitled to premium pay for emergency medical certification.
- 22.7 All qualified duty personnel shall be considered to work out of class when the need arises. Selection shall be determined using the process defined in Exhibit C.
- Twenty-four (24) hour shift employees who work out of classification in a higher rank shall receive a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour. Employees will be considered working out of class anytime that they are placed in a position where they are forced to make the decisions of a higher classification because they are not provided the necessary supervision.
- 22.8 When a forty (40) hour employee is assigned and directed by the City to perform the work of a higher classification for more than five (5) consecutive work days, the employee shall be eligible for a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour beginning on the sixth (6th) day and continuing until such time as the temporary assignment is ended by the City.

22.9 It is the Employee’s responsibility to maintain their paramedic skills and training necessary to maintain their paramedic certification. The City will assist the employee, with approval of the department head, in scheduling all necessary classes and training. The employee may elect to attend one (1) medically oriented conference each year subject to department head approval. The City will pay for the cost of the conference, transportation, meals, lodging and cost of re-certification tests.

22.10 Any qualified Firefighter/Paramedic who works as a Field Training Officer (FTO) will be eligible for a premium equal to 8% of the employee’s base hourly wage for each hour performing FTO duties.

22.11 Promotional Process for Fire Captain
Eligible candidates shall have four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the firefighter or firefighter paramedic grade.

22.12 Promotional Process for Battalion Chief
Eligible candidates shall have a minimum of four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the captain or Paramedic Captain grade.

22.13 Represented employees shall receive longevity pay that is calculated as an addition to their base hourly rate of pay. Longevity shall be included in the base rate of pay when calculating overtime. The following reflects the percentage increase based on the number of years employed with the CWFD, CFD and WFD.

- Upon starting 10 years 2% of employee’s base pay
- Upon starting 15 years 3% of employee’s base pay
- Upon starting 20+ years 4% of employee’s base pay

22.14 Special Duty Assignment Premiums
Represented employees assigned to the following special duty assignments shall receive, until the conclusion of their assignment, a premium that is calculated as an addition to their base hourly rate of pay. The following reflects the percentage increased for each special duty assignment currently established

- Rope Rescue Technician – 2% of employee’s base pay
- SCBA Technician – 2% of employee’s base pay
- EMS Supply Coordinator – 2% of employee’s base pay
- Swift Water Rescue Tech -2% of employee’s base pay

The selection process will include a fourteen (14) day posting to allow all interested employees the opportunity to apply. The number of employees assigned to specialty assignments shall be determined by the Chief. Selection of the union members to fill vacant specialty assignments shall be determined in the following manner:

A Selection Committee shall be formed from within the union group consisting of: A member of the executive board of the union, the Administrative BC or a line BC if the Admin BC position is vacant, a Captain, a line firefighter or firefighter paramedic, and the member responsible for the area of special duty. One member of the selection

committee may fill more than one qualification (Ex. A Captain who is also the member responsible for the area of special duty may fill the committee requirement for both Captain and the member responsible for the area of special duty.

The committee members shall be agreed to by the Union and the Fire Chief or designee.

If a member of the committee has petitioned for a specialty pay position, they will recuse themselves from the selection process for the position which they are petitioning to fill.

The selection committee will recommend to the Fire Chief or designee the applicant/s most qualified to fill the vacant specialty assignment position/s. Qualifications shall be determined by the member responsible for the area of special duty and be observed by the selection committee.

The Chief or designee will fill the specialty assignment/s in accordance with the recommendations of the selection committee.

If two or more candidates are found to be equally qualified by the committee selection process, seniority shall be the tie breaker with the most senior member being selected.

ARTICLE 23 - HEALTH AND SANITATION

The Washington State rules and regulations covering health and sanitation shall prevail.

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - MILEAGE ALLOWANCE

All employees required by the Fire Chief or designee to use their private cars for official departmental business, shall be compensated at the rate provided by ordinance or resolution, or as the same may be amended or substituted.

If, during the course of regular shift hours, an employee is required to move from one location or fire station to another location or fire station, the employee may use their personal vehicle and shall be due mileage reimbursement at the current rate utilized by the city.

If an employee is notified of a change in assigned station after their preceding shift, moving their equipment from the previously assigned station to the newly assigned station shall be considered work. The employee shall be compensated for the time spent performing that work not to exceed

30 minutes per event. The employee shall also be afforded mileage reimbursement at the current rate utilized by the City.

ARTICLE 26 - LIABILITY INSURANCE

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

ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS

The Union agrees that its members shall comply in full with departmental rules and regulations, including those relating to conduct and work performance. The City agrees that new departmental rules and regulations affecting working conditions shall be reviewed with the Union prior to implementation.

ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

28.1 The City agrees to send all new entry level employees through a local academy supported by Portland Community College, or a state level academy established by Washington State Patrol. Upon completion of either academy, the employee receives the required certifications for employment which include IFSAC Firefighter 1, Firefighter 2, Hazmat Awareness and Hazmat Ops.

28.1.1 Lateral entry employees shall possess the required certifications listed above or their equivalent and have a minimum of three (3) years or six thousand (6000) hours of experience with another professional department. Lateral employees shall not need to attend a fire academy and shall move to Step 4 of the wage scale (Exhibit A) at their respective anniversary date. This provision shall be retroactive to January 1, 2021. Lateral employees shall be provided a four (4) week orientation prior to placement on shift.

28.1.2 In lieu of participation in JATC the financial component of the program shall be reallocated to provide the following:

All new hire members will be put through a minimum 40-hour pump academy prior to being checked off as a certified apparatus operator for the department to be taught by in-house instructors and while not assigned to an apparatus for emergency response.

All new hire members will be sent through 40 hours special operations training to be taught by in-house instructors and while not assigned to an apparatus for emergency response.

Prior to members approved to work out of class as an Acting Captain they shall be provided blue card incident command certification training. Members currently acting out of class may continue to do so and will be granted one year to obtain Blue Card certification.

- 28.2 When work operations involving new or substantially changed requirements are established as determined by the City, and such requirements are not adequate or properly prescribed in any existing position, the City will revise the position or establish a new position classification consulting with the Union beforehand.
- 28.3. The classifications of Firefighter and Firefighter/Paramedic shall be considered lateral positions. It is the intent of the City to permit Firefighters and Firefighter/ Paramedics, who possess the necessary qualifications, to make lateral transfers to vacant Firefighter and/or Firefighter/Paramedic positions prior to requesting the appointing authority to make requisition upon the Civil Service Commission to fill such vacancy. Such transfers shall not result in a change to the employee's anniversary date. The City retains the right to determine the number of employees in each classification in order to accomplish the City's service delivery mission.
- 28.4. Firefighters requesting transfer into the Firefighter/Paramedic position shall be, at a minimum, in FTEP Phase 4. A raise in compensation equivalent to the differential between Firefighter and Firefighter/Paramedic at equivalent steps shall be granted at the time of transfer. Such transfer shall not be considered "permanent" until "lead medic" status is attained. If "lead medic" status is not attained within fifteen (15) shifts of the initial transfer, unless extended by mutual agreement of the Chief, EMS Division Chief and FTO, the employee shall revert to their previous position and pay status.
- 28.5. Firefighter/Paramedics requesting to transfer into a Firefighter status shall receive a reduction in compensation equivalent to the differential between Firefighter/Paramedic and Firefighter at equivalent steps at the time of transfer. Firefighter/Paramedics may only change status to Firefighter if there is a current approved Firefighter vacancy.

ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE

It is agreed that the intention of the parties of this agreement is that this agreement and all working agreements shall be consistent with the Personnel Ordinance, and that where it is found that the provisions of such an agreement are in conflict with the Personnel Ordinance, that the language of the agreement would become the basis for recommending an amendment of the Ordinance.

ARTICLE 30 - MANAGEMENT RIGHTS

Except as limited by the terms of this Agreement and applicable law, the Union recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and lawful power and legal authority. The City shall have the right to:

- (A) Institute from time-to-time, work rules applicable to bargaining unit employees.

- (B) Determine work schedules, overtime, and the methods and processes by which work is to be performed. Changes to work schedules will be preceded by reasonable notice.
- (C) Hire, promote, demote, transfer, assign and / or retain employees in positions within the City.
- (D) Discipline employees for just cause.
- (E) Lay off employees for lack of work, lack of funds, reorganization or occurrence of conditions beyond the control of the City.
- (F) Determine the methods and processes, means and personnel by which operations are to be carried out on an efficient basis. This includes the right to modify operations, personnel and equipment.
- (G) The right to take whatever actions the City deems necessary to carry out services in an “emergency”. Examples of “emergencies” are civil disorders, natural disasters, man-made disasters, quarantine to a large number of people, etc.

ARTICLE 31 – USE OF TOBACCO PRODUCTS

Employees are prohibited from smoking any tobacco products while on-duty. Employees who use smokeless tobacco products shall be allowed to do so, so long as the use does not interfere with daily operations or response. Smokeless tobacco use is a privilege and shall be limited to the fire station and non-public areas. No tobacco products shall be used within apparatus or while on calls. Individuals using smokeless tobacco products will be responsible for maintaining inconspicuous use.

ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES

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

ARTICLE 33 – PHYSICAL FITNESS

The union and city agree to adopt the principles of the IAFF/IAFC Fitness Initiative to develop policy as it relates to physical fitness and wellness.

Members of the bargaining unit shall be provided at least one hour each shift, during productive weekday work hours, (excluding holidays) where they will perform physical activity (P.T.). Said activity shall be considered mandatory but is secondary to daily duties, special events and emergency responses which may prohibit a workout.

The parties agree that improvements shall be made to the current City provided workout facilities. In the spirit of this agreement, a committee shall form for the improvement of the workout equipment and facilities at the fire stations. That committee shall propose budget considerations for purchase of equipment and workout facility improvement. Employee members shall be appointed by the president of the bargaining unit.

The City agrees to provide 'on duty' workout facilities at no cost to the employee.

The City agrees to pay the cost of fitness center, gym, workout, etc. membership fees for off duty use up to \$50 (fifty dollars) per employee per month. Payment will be made as a reimbursement upon proof of membership. Proof of membership shall be defined as a receipt or verification of payment, provided to the facility for the previous calendar year. Proof shall be submitted annually, in October for the entire year or any part of the previous year. In the event that there is a question as to whether the facility complies with this article, a committee of 2 City and 2 Union appointees shall meet and determine the applicability.

During the term of the contract, the parties agree to work to achieve agreement on the components that would be evaluated during annual required physicals.

ARTICLE 34 - USE OF FIRE STATION

The City agrees to allow the use of fire stations for the regularly scheduled monthly meeting of the Union provided such meetings do not disrupt normal department operations. Other uses of fire stations may be permitted with prior approval of the Fire Chief or designee.

ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST

The City shall make a deduction from the employee's paycheck and such contribution shall be made on a pre-taxed basis from the base salary of each LEOFF II employee. The contributions shall be payable to the Washington State Council of Firefighters Medical Expense Retirement Plan administered by Benefit Solutions, Inc. The contribution rate shall be deducted from the employee's paycheck on a pre-taxed rate of \$75.00 per month, or as amended by the Board of Trustees. These contributions shall be included as salary for purposes of calculating retirement benefits.

ARTICLE 36 - ALTERNATIVE DUTY

If an employee is off work due to an on-the-job or off the job injury or illness, the City will offer alternative duty if it's available and if it has been approved by the employee's physician. Employees will be expected to fulfill the number of hours per week cleared by the physician. Any additional time off will be subject to the rules that govern elective time off.

When approved by the employee's physician, all light duty assignments will be on a 40 hour/week schedule. This schedule will go into effect two (2) weeks from the date of injury.

Any additional time off will be subject to the rules that govern elective time off. During the employee's light duty shift, the employee will be under the direct supervision of the respective

Captain and Battalion Chief. The employee will participate in shift activities and facilitate operations not barred by the terms of their medical release.

Examples of alternative duty may include fire prevention, training, administration and public education in addition to basic office duties. Nothing in this article is intended to circumvent rights afforded employees by state or federal laws.

ARTICLE - 37 - LABOR MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee, consisting of up to three (3) union representatives and up to three (3) City representatives. The Committee shall meet at the request of either party, by mutual consent. The committee's purpose is to discuss matters of mutual concern. It may forward recommendations to Management. It is understood that the committee's role is advisory only. For attendance of meetings, which are mutually agreed to, union representatives shall be in a paid status. The parties shall make good faith efforts to minimize the overtime impacts of the meeting.

ARTICLE - 38- WILDLAND MOBILIZATION

Represented employees shall have equal opportunity to be selected for deployment and only be deployed on mobilizations if they elect to be deployed.

Type 1 apparatus may be mobilized and if mobilized shall be staffed with one (1) company officer and with three (3) firefighters (one will be a volunteer if available). Type 3 and Type 6 apparatus may be mobilized and if mobilized shall be staffed with a minimum of one (1) company officer and with one (1) firefighter.

On all mobilized Type 3 and Type 6 apparatus, at a minimum, the company officer and one firefighter shall be represented employees of this bargaining unit. A represented employee shall be eligible to fill a third position, if no volunteer is available.

Medic units may be mobilized and shall be staffed with one (1) company officer and one (1) firefighter. Medic unit staff shall all hold a Washington State EMT certification and include a minimum of one (1) Washington State EMT-Paramedic. On all mobilized medic unit personnel shall be represented employees of this bargaining unit. All employees must possess a current red card if they deploy for wildland firefighting.

The City may provide for the mobilization of a Strike Team Leader who shall be a represented employee.

Each mobilized apparatus shall be staffed with one designated company officer who is a Captain, or in absence of a Captain, an Acting Captain or wildland FF1 (or above). The following are the observed wildland ratings in descending order: Strike Team Leader, Engine Boss, FF1, FF2. In the event of equal qualifications then selection shall be based on the seniority of the employees holding equal qualifications.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at their regular rate of pay, which includes premiums, specialty pay and longevity, for the entire period of their regularly scheduled 24-hour shift and have no reduction in benefits or leave accruals.

The employees activated to respond on a mobilization will, for the duration of the mobilization, be paid at one and one half (1.5) times their base rate of pay, as defined in Article 4.10, for all time that they are engaged in work, from the time of activation until they are released from duty after returning from mobilization except during the period of their regularly scheduled shift.

The employees activated to respond on a mobilization will be afforded a minimum of 12 hours of work for every complete 24-hour period (shift change – shift change) that they are mobilized.

The employees activated to respond on a mobilization who are assigned to function as a company officer or Strike Team Leader will receive an out of class premium consistent with Acting Captain if they are of the firefighter or firefighter/paramedic job classification.

While represented employees are mobilized, they will be considered “not engaged in work” when they are not on duty and will at that time be afforded their unrestricted liberties. Because of the geographic dislocation consistent with mobilization, while not on duty, the employees will be allowed to conduct personal business utilizing the city vehicle with which they were mobilized. Employees will be expected to operate the city vehicle consistent with city policy.

Employees that return from demobilization between 12 and 24 hours prior to the commencement of their regular shift shall be afforded the opportunity to take up to the first 12 hours of that shift off. Employees that return from demobilization up to 12 hours prior to the commencement of their regular shift shall be afforded the opportunity to take 24 hours of that shift off. Employees that return from demobilization on their regularly scheduled shift shall be afforded the opportunity to take the remainder of that shift off. Time off used in the context of this paragraph shall be deducted from the employee’s choice of any of their leave banks including sick leave.

The City shall ensure all mobilizing wildland firefighters have been issued necessary personal protective equipment to include but not limited to:

- 1 helmet with shroud and goggles
- 1 wildland firefighting jacket
- 2 wildland firefighting shirts
- 2 wildland firefighting pants
- 2 pairs of gloves
- \$250 stipend for wildland boots

The employee will be responsible for providing the following personal equipment:

- Underclothing/socks
- Additional clothing for thermal layering
- Personal tent
- Sleeping bag
- Cot or sleeping pad
- 72 hours food and water supply

- Toiletries kit
- Eye wear
- Shower sandals/bath towel

All required training for wildland mobilization is work. All tuitions shall be paid by the City and all represented employees shall be paid wage consistent with this CBA for the length of their attendance.

ARTICLE 39 – EDUCATIONAL INCENTIVE

The City and the Union value and encourage the education of all employees. The City has a Tuition Reimbursement Program which employees are encouraged to utilize as department budget allows.

Effective January 1, 2021, as an incentive to continue with the education process, the City agrees to provide to all members an educational incentive premium added to the member's base pay equal to one (1%) percent for an Associate's degree or two (2%) percent for a Bachelor's degree from an accredited college or university.

The two incentives above are not cumulative and may only receive credit for one degree.

ARTICLE 40 – DEFERRED COMPENSATION

The City shall provide the optional deferred compensation plans for employee participation (currently VOYA and State of Washington DCP and AXA Advisors/Equitable). Participation shall be governed by the requirements of the plans and applicable law. In the event that the current plans are no longer available, or upon mutual agreement, the parties may change one or both optional plan providers, the parties shall meet and agree to at least two plan options.

Effective January 1, 2022, the City shall contribute a dollar-for-dollar match of up to two percent (2%) of the employees' base salary per month into the deferred compensation plan of their choice provided by the City.

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

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


ARTICLE 41 - TERMINATION AND RENEWAL

Unless otherwise indicated or except for contract language changes effective from the date of signature forward, this agreement shall be in full force and effect from January 1, 2021, until December 31, 2023.

CITY OF CAMAS, WASHINGTON

**INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL NO. 2444**

By: _____
Ellen Burton, Mayor

By: 
Kevin Bergstrom, President

Date: _____

Date: 10 / 26 / 21

By: _____
Jeff Swanson, Interim City Administrator

By: _____
Kevin West, Vice-President

Date: _____

Date: _____

EXHIBIT A

Effective January 1, 2021 – 2%CPI +4% Wage adjustment

	1	2	3	4	5	6
Battalion Chief	9323	9668	10028	10400	10786	11187
Fire Captain/Paramedic	8658	8978	9312	9658	10016	10387
Fire Captain	7992	8287	8595	8914	9246	9589
Deputy Fire Marshal	7992	8287	8595	8914	9246	9589
Firefighter/Paramedic	7326	7596	7879	8171	8475	8790
Firefighter	6660	6906	7163	7429	7705	7991

Effective January 1, 2022 – 4.5%CPI +3% Wage adjustment

	1	2	3	4	5	6
Battalion Chief	10035	10406	10793	11194	11610	12041
Fire Captain/Paramedic	9319	9663	10023	10395	10781	11180
Fire Captain	8602	8920	9251	9594	9952	10321
Deputy Fire Marshal	8602	8920	9251	9594	9952	10321
Firefighter/Paramedic	7885	8176	8480	8795	9122	9461
Firefighter	7168	7433	7709	7996	8293	8601

Hourly Rate Formula for 24-hour shift employee: $\frac{12 \times \text{Monthly Salary}}{2496 \text{ Hours}}$

Hourly Rate Formula for 40-hour employee: $\frac{12 \times \text{Monthly Salary}}{2080 \text{ Hours}}$

EXHIBIT B

In addition to annual cost of living increases, the wage scale for members of the bargaining unit will maintain the following salary differentials:

Firefighter 100%

Firefighter/Paramedic 110%

Fire Captain and Deputy Fire Marshal 120%

Paramedic Captain 130%

Battalion Chief 140%

Additionally, a 20% differential shall be maintained between step one and the top step, divided evenly over the duration of the steps.

EXHIBIT C

Acting Captain

All qualified personnel shall be considered to work out of class (Acting Captain) when the need arises. Members shall meet the below criteria to be considered to act out of class and the department shall follow the rules below when filling out of class assignments.

Qualified personnel are defined as:

1. A member ranked on a certified promotional exam list for fire Captain; or
2. A member who has achieved all of the following:
 - A minimum of two years of time in grade with CWFD.
 - Certified as a Blue Card incident commander. Members must stay current on all Blue Card CE once certified.
 - Successful completion of the AC task book, for acting captain

Members who Act out of Class prior to the signing of this document will be afforded the opportunity by the department to obtain Blue Card Incident Command Certification. Those members already qualified to act out of class at the signing of this MOU will be given one year to meet the new standard.

Testing:

- Administrative Battalion Chief or Training Captain along with that member's shift Battalion Chief will be responsible for proctoring the tactical simulation
- If the member does not pass the tactical simulation, the member will be allowed to retest no sooner than 2 months from their last attempt.
- The member will complete the tactical simulation annually by the anniversary date of their last assessment.

Making out of class assignments for Acting Captain (AC):

Assignments will be made using a rotational system

- Assignments will be made in the following order:
 1. Qualified member assigned to the shift and station where the vacancy occurred who is on a certified promotional list will fill the vacancy.

If multiple members qualify as above, then the position will be filled using the rotational system.

Qualified AC member assigned to the shift and station where the vacancy occurred.

If multiple members qualify as above, then the position will be filled using the rotational system:

If no members qualify at the station where the vacancy occurs, the rotation will apply to the entire shift, thus causing a station move.

This rotation will occur in this order:

- A. Members on Captain promotional list
- B. Members on AC list on a rotational basis

If no members who qualify are on the entire shift, then the vacancy will be filled with OT callback, by calling back in this order:

- A. Ranked Captains on a rotational basis.
- B. Members on the Captain promotional list on a rotational basis
- C. AC qualified members on a rotational basis

*'Shift and Station' is defined by a member who is normally assigned to that shift and station through the shift bid process.

Making out of class assignments for Acting Battalion Chief (ABC):

- Assignments for ABC will be made in a similar way as AC assignments, with the exception that the rotation to fill the vacancy will apply to the entire shift as opposed to just those at the station where the vacancy occurs.
- Members ranked on a certified promotional exam list for Battalion Chief and on duty shall receive priority. If multiple members on the same shift are on a promotional list and on duty the aforementioned rotational process shall be utilized
- If no Captains on duty are on a promotional list, All captains working shall be considered so long as they have completed a tactical simulation as above from the most recent BC testing process successfully.
- The member will complete the tactical simulation annually.

* If at any point a member moves stations to fill the AC or ABC position, seniority shall be observed for any moves needed to fill the vacancy created by the qualified member who is filling the acting captain or acting BC position.

Making out of class assignments for Acting Battalion Chief (ABC):

Assignments for ABC will be made in a similar way as AC assignments, with the exception that the rotation to fill the vacancy will apply to the entire shift as opposed to just those at the station where the vacancy occurs.

Members ranked on a certified promotional exam list for Battalion Chief and on duty shall receive priority. If multiple members on the same shift are on a promotional list and on duty the aforementioned rotational process shall be utilized. If no Captains on duty are on a promotional list, all captains working shall be considered so long as they have completed a tactical simulation as above from the most recent BC testing process successfully.

The member will complete the tactical simulation annually.

If at any point a member moves stations to fill the AC or ABC position, seniority shall be observed for any moves needed to fill the vacancy created by the qualified member who is filling the acting captain or acting BC position.

The Fire Chief or designee will be consulted before assignments to acting positions are made.



Staff Report

November 1, 2021 Council Regular Meeting

New Position Descriptions for the Administrative Services Department

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: Resolution 21-012 will create three new positions in the Administrative Services department; one is an added position and the other two are reclassifications of current employees. These positions are vital to City operations. The proposed job descriptions and salary scales are comparable to similar sized entities as well as geographically appropriate.

This information has been presented previously at the October 18 workshop as well as in Finance Committee meetings and smaller group meetings with all other councilmembers.

SUMMARY:

Human Resources Analyst

This will add a second professional level Human Resources employee to the city. It is considered best practice and standard to have a human resource ratio of staff to employees to be 1:75-100. The city is currently at 1:225, with more new hires in process. The ever-increasing workload related to labor relations, compensation, recruitment, workers' compensation, labor laws and policies merits additional staff. This additional position is necessary for proper succession planning as well.

City Clerk

This is a reclassification of the current Deputy City Clerk due to a change in duties over the past few years. This position is fulfilling all City Clerk functions and should be classified as such. This does not add new staff to the city.

Records Management Coordinator

This is a reclassification of the current Administrative Support Assistant in the department. Records management is crucial for the city to comply with the Secretary of State records requirements, including public records requests. Continuing to streamline operations within the City's ECM and interfacing with the ERP transition will be necessary and creating efficiencies will ensure compliance as well as increase access to records by citizens and City staff. This does not add staff to the city.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is employees to be paid appropriately and comparably for their work duties.

What's the data? What does the data tell us? The data from comparable entities shows that both the positions and the proposed salaries are valid. The data shows that additional staffing and changes in classifications is needed for the number of FTEs the city currently employs.

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

Who will benefit from, or be burdened by this agenda item? Internal city services as well as the citizens will benefit by having additional staff to assist internally and continue to work on records management and transparency by the Clerk's office as well as improve records request response times.

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

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

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

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

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

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

BUDGET IMPACT: The overall budgetary impact for 2021 is less than \$20k. This is due to reclassification of 2 current employees and a month of HR Analyst salary and benefits if it is filled by December.

The overall budgetary impact in 2022 will include the additional cost of reclassification (\$45k) plus the additional position of HR Analyst. That is expected to be approximately \$120k including salary and benefits for a total of \$165k for 2022 and moving forward.

RECOMMENDATION: Staff recommends that Council adopt Resolution 21-012.

RESOLUTION NO. 21-012

A RESOLUTION adopting changes to the positions within the Administrative Services Department, including creation of new position descriptions.

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

I

There is hereby created in the Administrative Services Department a new position entitled Human Resources Analyst. Such position shall be a non-represented position, entitled to the benefits provided in the non-represented handbook, and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position description and salary schedule are attached hereto as Exhibit "A" and shall be effective as of November 1, 2021.

II

There is hereby created in the Administrative Services Department a new position entitled City Clerk. Such position shall be an FLSA-exempt, non-represented position, entitled to the benefits provided in the non-represented handbook including forty hours of administrative leave, and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position description and salary schedule are attached hereto as Exhibit "B" and shall be effective as of November 1, 2021.

III

There is hereby created in the Administrative Services Department a new position

entitled Records Management Coordinator. Such position shall be a union represented position in the CPEA bargaining unit and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position description and salary schedule are attached hereto as Exhibit "C" and shall be effective as of November 1, 2021.

IV

PASSED BY the Council and approved by the Mayor this 1st day of November, 2021.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

City of Camas, Washington
Non-Represented
October 2021

HUMAN RESOURCES ANALYST

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVES

This position performs a full range of complex administrative, technical and professional human resources functions. Performs comprehensive human resources functions including benefits administration, classification and compensation, employee relations, employee development, wage and salary administration, recruitment and selection, leave administration, labor relations, and compliance with state and federal laws and regulations. Exercising a substantial amount of independence, judgement and initiative, actions can have a significant effect upon city operations. This position reports to the Administrative Services Director.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all these tasks and/or may perform similar related tasks not listed here:

Performs comprehensive human resources functions including benefits administration, classification and compensation, employee relations, employee development, wage and salary administration, recruitment and selection, leave administration, labor relations, safety and monitoring for legal compliance.

Conducts research and performs analysis regarding administration of classification and salary structures; conduct classification/reclassification reviews and salary surveys as assigned; performs job audits and analysis of individual positions; recommends reclassifications; develops new and revised job classifications.

Administers policies, procedures, programs, contracts, collective bargaining agreements, and drug and alcohol testing program assuring compliance with applicable Federal, State and local laws, rules, and regulations.

Participates in the development, implementation, administration, and review of policies, procedures, programs, and practices to ensure compliance with regulations and consistent with City Council directives; monitor for legal compliance with applicable federal, state and local laws and regulations.

Prepares and maintains a variety of records, files, and reports relative to human resource functions; establishes and maintains confidential employee records; purges and archives files and documents per RCW and WAC retention schedules.

Prepares and processes personnel actions and other human resource forms.

Collects, prepares and analyzes a variety of human resource data; prepares statistical, budgetary and narrative graphs and reports as required.

Participates in labor negotiations; provides research, analysis and costing of contracts in support of negotiations; prepares and maintains documentation and files; drafts collective bargaining agreements; participates in labor/management activities as assigned.

City of Camas
Human Resources Analyst (continued)

Assists with compliance with federal, state and local laws regarding personnel practices, including affirmative action/equal employment opportunity, Fair Labor Standards Act, Family and Medical Leave Act, and Americans with Disabilities Act requirements, etc.

Processes workers' compensation program incident reports, coordinates return to work and light duty arrangements for city departments, liaison with AWC Retro program staff on workers compensation issues; manage data in RiskConsole.

Works with department managers regarding a variety of matters including staffing and organization, employee development, disability accommodations, investigations and disciplinary matters, recommending discipline, policy and contract interpretation, and employment law.

Educates employees on benefit programs including health, life, and supplemental benefits; and pension programs; administers the city annual open enrollment process.

Performs employee recruitment and selection processes including advertising vacancies; conducts preliminary evaluation of applications; creates, prepares and administers examinations and interview questions; conducts background checks; and reviews recommendations regarding hiring, advancement and promotions.

Work with the Civil Service Chief Examiner/Secretary as needed with recruiting, interviewing and testing processes.

Develops, implements and monitors records and tracking systems related to employee leave benefits; maintains knowledge of applicable local, state and federal laws and regulations; ensures compliance with federal, state and local laws, regulations, policies and procedures.

Conducts employee orientation and exit interviews; educates employees regarding available benefit programs and required documents; audits and completes employment documents, ensuring legal compliance.

Coordinates City Wellness Committee; serves as staff liaison to various committees as assigned.

Updates the City human resources department webpage; posts communication on social media as necessary.

AUXILIARY FUNCTION STATEMENTS

Provide responsible staff assistance to the Administrative Services Director.

Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of human resources management and administration.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Principles, practices, and techniques of public sector human resource administration including recruitment and staffing, benefits administration, classification and compensation, policy creation, union contracts, budgeting principles and processes, and labor relations

City of Camas
Human Resources Analyst (continued)

Pertinent federal, state and local laws, rules and regulations related to human resources management, including FLSA, leave laws, ADA(AA), and others

Insurance and benefit program contracts, terminology, and practices

Technical record-keeping techniques and requirements

Research methods, data collection, and statistical analysis

Effective recruitment, testing and selection practices

Job analysis methods and techniques

Knowledge and expertise with MS Office products including Outlook, Word, Excel, and PowerPoint; proficiency to learn new programs as required.

Labor negotiations strategies

Negotiation, conflict resolution and problem-solving strategies

Effective and professional communication techniques for use with difficult individuals

Tactful, patient and courteous interpersonal behavior

Ability to:

Work independently with little direction

Contribute to a positive work environment and advise strategies to enhance staff morale and City workplace culture

Read, interpret, apply and explain rules, regulations, contract provisions, policies and procedures

Respond to, advise and resolve a variety of Human Resources or Risk Management issues, inquiries or complaints from managers, supervisors, employees, agencies, or the public

Provide technical information and assistance to others concerning employee benefits, wage and salary administration, employment policies, and personnel transactions

Establish and maintain trust, confidence, cooperative and effective working relationships with co-workers, elected officials, managers, supervisors, employees and the public

Develop and implement programs, policies, and/or procedures to achieve specific goals and objectives; interpret, apply and explain rules, regulations, policies, and procedures

Administer recruitment and selection processes

Communicate effectively both orally and in writing

Maintain regular and reliable attendance

Preserve confidential and sensitive material and information; maintain sensitive internal and public relations situations with a high degree of firmness and professionalism

Facilitate meetings and training

Multitask and work in an environment with frequent interruptions

Embrace change and provide positive solutions regarding change management

Conduct analysis and implementation of wage and salary administration

Analyze personnel situations accurately and adopt an effective course of action

City of Camas
Human Resources Analyst (continued)

Prepare, maintain and review human resource records, reports and documentation

Be organized, detail orientated and efficient with daily work

Prepare and proofread professional correspondence with proper grammar, spelling and tone.

Use research and analytical methods, practices, and procedures to compile information, define and resolve issues, and recommend solutions; collect, compile, analyze and tabulate statistical data

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to a Bachelor's degree in Business Administration, Public Administration, Human Resources, or related field. Master's degree preferred.

Experience:

Five (5) years increasingly responsible professional experience in Human Resources including but not limited to recruitment, classification/compensation, benefits administration, employee relations, labor relations, or related areas. Public Sector experience preferred.

Licenses, Certificates and Other Requirements:

NPELRA Certified Labor Relations Professional (CLRP) preferred.

SHRM Professional in Human Resources (PHR) preferred.

Valid Washington State Driver's License

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office Environment; extensive public contact.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard.

Vision: Visual activity to review written materials.

Communication: Speaking and hearing to exchange information.

Other Factors: Incumbents may be required to work extended hours including evening meetings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

2021 Salary Scale

Position							
	1	2	3	4	5	6	7
Human Resources Analyst	7084	7297	7516	7741	7973	8213	8459

Exhibit "B"

City of Camas
Non-Represented
November 2021

CITY CLERK

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVE

Under executive direction, plans, organizes, controls and directs the City Clerk's Office operations; interprets legal requirements and establishes procedures and priorities; at the direction of the Mayor and City Administrator, ensures the scheduling and coordination of the City Council, and all meeting bodies subject to the Open Public Meetings Act, are administered according to the Act; serves as the City's Public Records Officer, maintaining the City's official meeting notices, materials and minutes, ordinances and resolutions, and Code of Ordinances records; administers business licensing functions, oaths of office, and supervises and evaluates the performance of assigned personnel. This position reports to the Administrative Services Director.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all these tasks and/or may perform similar related tasks not listed here:

Serves as staff to, and prepares governing, and other public bodies, meeting notices, materials and minutes, per all statutory requirements; maintains the index of ordinances and provides them for public inspection.

Maintains records such as resolutions, contracts, land records, governing board correspondence, oaths of office, legal and other notices, and citizen applications to various boards and commissions; provides certification or signature attestation of documents when required; ensures the City is compliant with the Public Records Act and the City's Public Disclosure Policy.

Ensures that all the City's records, including historical, are centrally managed and retained safely and accessible for use by the public and staff for inspection and copying (except as restricted by law) and are disposed of in accordance with the appropriate schedule or records retention and disposition promulgated by the Washington Secretary of State;

Assists with public meetings location setup and materials preparation. Ensures that the notice, agenda, and accompanying materials for the agenda packet are disseminated to the members, the press and all interested parties as required by law; arranges for the viewing and recording of public meetings, establishes guidelines for public engagement, and provides parliamentary guidance as needed.

Oversees the City's records management program in Laserfiche in coordination with the Records Management Coordinator; develops standard operating procedures of such programs; performs related tasks such as: inventory, storage, electronic conversion, disposition, retention and disposal, ensuring confidentiality where required.

Develops and implements staff and volunteer training materials and programs on City policies and practices regarding public meeting management, records management, and contract management.

Assists, and consults with, the City Attorney for legal procedures with records and statute research for legal application.

Accepts and assists with Request for Proposals/Qualifications bids and bid openings as needed; serves as a Notary Public; receives Claims for Damages and legal actions against the City; coordinates elections, ballot

propositions, or ballot measures with the Clark County Auditor's Office; administers Oaths of Office.

Plans, directs, coordinates, and reviews the work of assigned staff and interns; assigns work activities, coordinates schedules, projects and programs; provides constructive feedback, reviews and evaluates work and makes effective suggestions and recommendations.

Responds to, and redirects as needed, citizen inquiries in a professional manner; always works confidentially and with discretion; and prepares and presents staff reports and other necessary correspondence.

Develops and follows personal work plan to accomplish assignments and objectives within available resources; participates in professional organizations to maintain awareness of trends and developments in the field of a municipal clerk; incorporates new developments and laws within processes, policies, and practices; and ensures City Clerk functions remain operational during emergency situations.

AUXILIARY FUNCTION STATEMENTS

Perform a variety of general clerical and office duties in support of the assigned area; answer phones, operate office equipment, provide backup support in the absence of other clerical staff as needed.

Provide customer service over the phone and in person.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Functions, activities, and responsibilities of the City Clerk's Office.

Structure and organization of federal, state, and municipal laws and regulations regarding public records (Washington Public Records Act), public meetings (Open Public Meetings Act), legal notices and other assigned functions; as well as City organization, operations, policies, and objectives.

Knowledge of public records laws including RCW 42.56 Public Records Act and RCW 40.14 Preservation and Destruction of Public Records.

Records management systems, techniques, and technology, including the procedures and legal requirements necessary to maintain, archive, preserve, and protect municipal records.

Parliamentary procedures.

Structure, organization, and inter-relationships utilizing tact, patience and courtesy, working with city departments, agencies and related governmental agencies and offices affecting assigned functions.

Effective oral and written communication principles and practices to include public relations and public speaking.

Program/project management techniques and principles; research methods and report preparation and presentation.

Modern office procedures, methods, and equipment including computers and computer applications such as: word processing, spreadsheets, and statistical databases.

English usage, spelling, grammar, and punctuation; principles of business letter writing.

Supervisory and training principles, methods and techniques.

Ability to:

Plan, organize, control and direct City Clerk's office operations.

Understand, interpret and codify City ordinances.

Interpret legal requirements and independently establish procedures and priorities.

Maintain official City records, administer ordinances and resolutions.

Administer the scheduling and coordinating of City Council weekly agendas.

Research, analyze, interpret, organize, and report on data; apply program/project management techniques and principles; meet required schedules and legal timelines.

Develop and administer program goals and objectives; implement initiatives and recommendations in support of department and City goals.

Utilize personal computer software programs and other relevant software affecting assigned work and in compiling and preparing spreadsheets.

Establish and maintain effective working relationships with staff, management, vendors, outside agencies, community groups and the public.

Interpret and administer policies and procedures sufficient to administer, discuss, resolve and explain them.

Communicate effectively verbally and in writing, including public relations and public speaking; maintain confidentiality of politically sensitive materials and information, and communicate with discretion, tact, and diplomacy.

Direct the maintenance of a variety of records and preparing comprehensive narratives and statistical reports.

Develop and monitor departmental and program/project operating budgets, costs and schedules.

Supervise, lead, coach and use best management practices to improve staff performance, delegating tasks and workload assignments.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to the completion of an Associates degree in public administration, records management, business administration or a related field.

Experience:

Five years of increasingly responsible administrative support, records management and progressively responsibility municipal experience including managing or supervising services typically provided by the City Clerk including public meeting body and executive office support.

Required Licenses or Certifications:

Certification as a Municipal Clerk (CMC) required. Master Municipal Clerk (MMC) certification preferred.

Certification as a Washington State Public Records Officer.

Washington State Notary License.

Valid State of Washington Driver's License.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment; exposure to computer screens; constant interruptions.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard. Ability to lift/carry or otherwise transport up to 20 lbs.

Vision: Visual acuity to read and understand a variety of materials including computer screens.

Other Factors: Hearing, speaking or otherwise communicating to exchange information in person or on the phone and in public meetings on audio equipment. Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings. May be in contact with angry and/or dissatisfied citizens.

2021 Salary Scale

Position							
	1	2	3	4	5	6	7
City Clerk	6739	6941	7150	7364	7585	7813	8047

City of Camas
 Union Status: Represented
 November 2021

RECORDS MANAGEMENT COORDINATOR

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

JOB OBJECTIVE

Under general direction, coordinates, oversees, and participates in the administration and implementation of the Citywide Records Management Program; performs a wide variety of difficult and specialized duties related to the maintenance of City-wide records, including reference retrieval and disposal activities in the City's Enterprise Content Management system, Laserfiche; acts as liaison between user departments and the City Clerk's office including training other departmental staff on records management; act in the absence of the City Clerk as requested, and performs related duties as assigned. This position reports to the Administrative Services Director.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all these tasks and/or may perform similar related tasks not listed here:

Assists the City Clerk and Administrative Services Director with the administration, organization, and coordination of the Citywide Records Management Program in accordance with legal requirements and assists in establishing city-wide records management policies and procedures; sets up and attends meetings with staff, departments, partner agencies, and the public.

Uphold records retention schedules promulgated by the Washington Secretary of State and oversee the implementation of policies, procedures, and manuals for records management, and vital records protection and preservation in support of those schedules; facilitates citywide records related meetings.

Provides staff guidance in establishment of file categories; to include cross-reference indexing, in compliance with mandated records retention schedules; develops and maintains records management procedures for use by all City departments.

Coordinates, oversees, and assists with the safekeeping of City records by purging, dispositioning, imaging, transferring to the State Archives for permanent storage (including historical records); ensuring the preparation and retention of permanent destruction logs city-wide.

Conducts staff training about Laserfiche capabilities and workflows; utilizes continuous improvement tools to create forms and processes for City records; builds workflows and forms as needed/requested by City departments.

Serves as a Laserfiche Application Specialist and Coordinator in collaboration with Information Technology staff; works to address the document retention, sharing and business process needs of departments throughout the City through the Laserfiche platform; meets with city staff to evaluate plan and implement Laserfiche driven solutions to business needs; assists and trains users on the platform and champions involvement and ownership over developed solutions; prepares documents for scanning and indexing, ensuring the OCR of all essential and permanent departmental documents; provides staff training for all records management software implementation and assists departments on continuous improvement processes.

Assists with content, information/document input, quality control, and hardware/software maintenance.

Engages customers and the public with solving routine to non-routine problems.

Conducts research and prepares reports, and other necessary correspondence.

Ensures records management functions remain operational during emergency situations.

Assists staff to prepare for governing, and other public, meetings – notices, materials and minutes per all statutory requirements.

Supports the public records request process.

AUXILIARY FUNCTION STATEMENTS

Perform a variety of general clerical and office duties in support of the assigned area; answer phones, operate office equipment, provide backup support in the absence of other staff as needed.

Provide customer service over the phone and in person.

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Public records laws including RCW 42.56 Public Records Act and RCW 40.14 Preservation and Destruction of Public Records.

Records management systems, techniques and technology, including the procedures and legal requirements necessary to maintain, archive, preserve, and protect municipal records.

Technology applications relevant to records management.

Principles and practices used in the development of department-specific records retention schedules.

Continuous improvement process best practices.

Modern office procedures, methods, and equipment including computers and computer applications such as: word processing, spreadsheets, and statistical databases.

Structure, operation, policies and objectives of municipal governments.

Interpersonal skills using tact, patience and courtesy.

Structure, organization and inter-relationships of city departments, agencies and related governmental agencies and offices affecting assigned functions.

Effective oral and written communication principles and practices to include public relations and public speaking.

Program/project management techniques and principles; research methods and report preparation and presentation.

English usage, spelling, grammar and punctuation; principles of business letter writing.

Ability to:

Implement goals, objectives, policies, and procedures for providing citywide records management functions.

Learn the organization, operation, and services of the City and of outside agencies as necessary to assume assigned responsibilities, as well as all applicable federal and state codes and regulations.

Learn to correctly interpret and apply general administrative and departmental policies and procedures, while maintaining highly sensitive and confidential information.

Effectively operate office equipment, computers and supporting software applications including word processing, spreadsheet, database applications, and specialized programs related to records management.

Learn and apply new information and skills, while understanding and carrying out oral and written directives professionally.

Enter data at a speed necessary for successful job performance, establish and maintain a variety of files and records in an organized manner in order to meet flued priorities and deadlines.

Prepare routine correspondence and memoranda which clearly and concisely communicates information in a professional and effective manner.

Work under pressure with frequent interruptions and a high degree of public contact by phone and in person, while responding tactfully, clearly, concisely, and appropriately to inquiries from staff, residents and other agencies; maintaining effective working relationship with anyone contacted in the course of work.

Respond and perform assigned duties in the event of a City declared emergency.

EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to the completion of an Associates degree in finance, public administration, records management, business administration or a related field.

Experience:

Four years of increasingly responsible records management or administrative support experience in a government agency.

Required Licenses or Certifications:

Laserfiche Certification is desirable.

Certification as a Certified Records Manager (CRM) is desirable.

Valid State of Washington Driver's License.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment; exposure to computer screens; constant interruptions.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard. Ability to lift/carry or otherwise transport up to 20 lbs.

Vision: Visual acuity to read and understand a variety of materials including computer screens.

Other Factors: Hearing, speaking or otherwise communicating to exchange information in person or on the phone and in public meetings on audio equipment. Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings. May be in contact with angry and/or dissatisfied citizens.

2021 Salary Scale

Position							
	1	2	3	4	5	6	7
Records Management Coordinator	5489	5653	5823	5998	6178	6363	6554