

City Council Workshop Agenda Monday, July 07, 2025, 4:30 PM Council Chambers, 616 NE 4th AVE

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

To observe the meeting (no public comment ability)

- go to https://vimeo.com/event/5236345

To participate in the meeting (able to public comment)

- go to https://us06web.zoom.us/j/88548119347 (public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

2025 Revenue Bond Presentation (presentation available on 7/7/2025)
 Presenter: Cathy Huber Nickerson, Finance Director

Time Estimate: 15 minutes

2. Bybee Road Name Change

Presenter: Alan Peters, Community Development Director and Brian Smith,

Building Official

Time Estimate: 10 minutes

3. Regional Parks Funding Task Team

Presenter: Chris Witkowski, Parks and Recreation Director and Jennifer Coker,

Clark County

Time Estimate: 10 minutes

4. Resolution No. 25-010 Adopting the Clark County Comprehensive Solid Waste

Management Plan for 2025-2029

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

5. Professional Services Agreement for the Wastewater Treatment Plant

Programming Logic Controller D Replacement

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

6. <u>Professional Services Agreement for Forest Home Booster Station Geotechnical Presenter: Rob Charles, Utilities Manager</u>
Time Estimate: 5 minutes

7. Lacamas Lake Bridge Water Safety

Presenter: Mayor Hogan Time Estimate: 20 minutes

8. Resolution No. 25-011 Regional Fire Authority (RFA)
Presenter: Cliff Free, Fire Chief

Time Estimate: 15 minutes

9. Staff Miscellaneous Updates

Presenter: Doug Quinn, City Administrator

Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

CLOSE OF MEETING



Staff Report

July 7, 2025 Council Workshop Meeting

Bybee Road Name Change

Presenter: Alan Peters, Community Development Director and Brian Smith, Building

Official

Time Estimate: 10 minutes

Phone	Email	
360.817.7254	apeters@cityofcamas.us	

BACKGROUND: SE Bybee Road is currently under construction to be realigned with the signalized intersection of NW Fisher Creek Drive at NW 38th Ave as part of a development project by the Church of Jesus Christ of Latter-day Saints (LDS). As part of this realignment project, Staff is proposing that the street name be finally brought into consistency with the City's grid system by changing the name to NW Bybee Road and that developments fronting this street be addressed accordingly.

SUMMARY: The City of Camas has an addressing grid system unique from the City of Vancouver and unincorporated Clark County. According to the City's Street Naming Manual, all City streets are to be prefixed "N" for North, "NW" for Northwest, "SW" for Southwest, "NE" for Northeast, "S" for South, and "SE" for Southeast. Adherence to the Street Naming Manual ensures that addresses in the City can be easily located by emergency responders and the public.

Prior to annexation, Bybee Road was located in the southeast quadrant of the City of Vancouver/Clark County addressing grid, however it is located in the City of Camas northwest quadrant. While SE Bybee Road is a public City street, it has maintained the use of the SE (Southeast) prefix used since being annexed to the City of Camas in 2008.

Staff proposes that the street name be changed from SE Bybee Road to NW Bybee Road with the opening of the new alignment later this year. Properties abutting this street would be addressed off of NW Bybee Road, including the new LDS temple project. Only two other properties are currently addressed off of SE Bybee Road and they are both within Clark County jurisdiction. Clark County would be responsible to assign these properties with new address numbers. City staff has met with these owners to inform them of this change.



Proposed Bybee Road realignment and name change.

BENEFITS TO THE COMMUNITY: Adherence to the Street Naming Manual will ensure that addresses can be more easily located by emergency responders and the public.

RECOMMENDATION: Staff recommends that Council approve the street name change by ordinance at a future Council meeting.

Sustainable Future | Parks and Nature | Task Team Charter

Mission Statement:

To explore, identify, and recommend sustainable funding strategies for the region to preserve, maintain, and enhance public parks and natural areas, ensuring equitable access, promoting environmental stewardship, committing to health and wellness and enhancing economic vitality for current and future generations.

Goals and Objectives:

- 1. Assess existing conditions and context: current facilities, services, standards, budgets and priorities to understand shared opportunities and unique positions. Data benchmarking and data contrast and comparison across jurisdictional boundaries.
- 2. Research Funding Opportunities: Explore diverse funding sources and innovative revenue-generation methods.
- 3. Engage Key Stakeholders: Involve community members, organizations and policymakers to ensure a collaborative and inclusive approach to funding.
- 4. Promote Transparency: Develop clear and accessible communication channels to keep the community informed about funding plans and utilization.
- 5. Understand that city, county and other parks play distinct roles across the region, making it essential to ensure both are adequately funded. By recognizing and respecting local needs, explore shared opportunities and funding sources while also considering options tailored to each organization.
- 6. Prioritize equity and access by fostering an understanding of underserved areas and populations. This includes examining geographical gaps as well as considering the diverse cultures, ages, lifestyles, and abilities within the community.
- 7. Establish a Long-Term Sustainability Recommendation: Create a recommended comprehensive funding concept that addresses short-term needs while supporting the long-term health and accessibility of public parks throughout Clark County.

Scope of Work:

The Parks Funding Task Team will focus on the following key areas:

- Reviewing Park infrastructure and program needs throughout the county
- Identifying funding sources that meet regional needs through 2040
- Developing a forum for coordination and partnerships between stakeholders
- Recommending sustainable financial strategies to elected officials

Membership:

The team will consist of no more than 12 member representatives from the following groups:

- Local governments
- Other Park providers
- Non-profit organizations
- Youth sports organizations
- Land conservation organizations
- Interest groups
- Community leaders

Roles and Responsibilities:

- Staff: Facilitate meeting, set agendas, and oversees the team's progress.
- Secretary: Documents meetings, records decisions, and ensures timely communication with all members.
- Members: Contribute expertise, participate in discussions, and support funding initiatives.

Meeting Schedule:

The team will meet bi-weekly for the first two months and then monthly as projects progress.

Performance Measures:

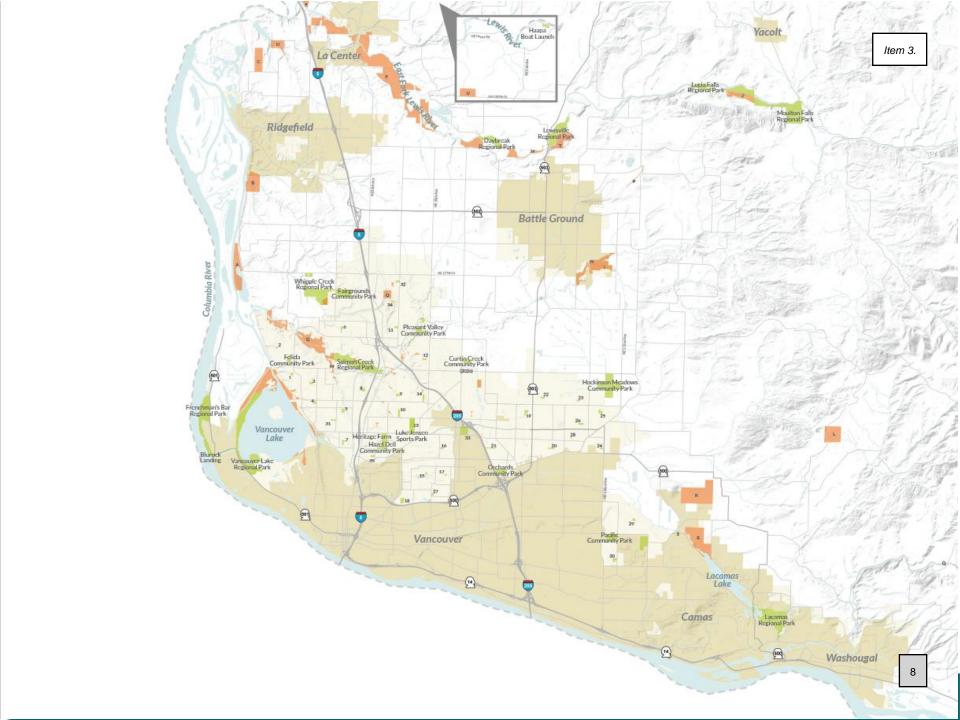
Success will be measured by the following outcomes:

- Gaining a shared understanding of the current state and future needs of parks
- Reviewing and evaluating potential funding options and mechanisms
- Increasing community awareness and participation in park funding efforts
- Defining a range of potential economic benefits the result from sustainable parks future.
- Providing a report and recommendation to elected officials on a sustainable future.

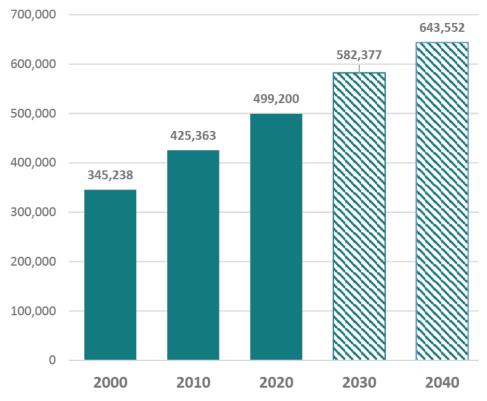
Regional Parks Funding

Sustainable Future





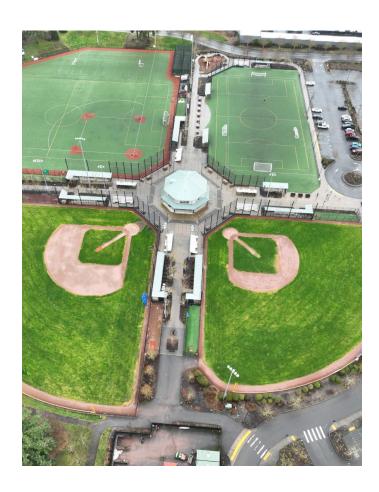
Rapid Growth



	OFM Adj. Census	Estir	nate	Projection					
	2020	2021	2022	2025	2030	2035	2040	2045	2050
Clark	503,311	513,100	520,900	543,507	583,307	622,329	660,653	698,416	735,724



Demand for high quality parks and open spaces









Current funding is not adequate

Operating budgets are stretched thin due to:

- Deferred maintenance
- Rising costs of labor and materials
- Dedicate funding sources have not kept pace with inflation





Sustainable Future Task Team



Understand the needs and gaps of each park system



Benchmark systems against national data to see where we stack up



Explore and understand other park system funding models regionally and nationally



Provide and recommend sustainable long-term pathways forward





Staff Report

July 7, 2025 Council Workshop Meeting

Resolution 25-010 Adopting the Clark County Comprehensive Solid Waste Management

Plan for 2025-2029

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: All counties in the state of Washington are required to prepare and maintain a solid waste management plan and a moderate risk waste plan as outlined in RCW 70A.205.075 and RCW 70A300.350.

The last approved plan was adopted in 2015 with an amendment occurring in 2022 which included the Contamination Reduction and Outreach Plan.

In 2023, a full revision of the plan which included changes to the solid waste regulations in the state, population growth projections, and updates to the contracts established for sold waste services in the region.

The plan has gone thru State Environmental Policy Act (SEPA) review, 30 day public comment period, Washington Utilities and Transportation (WUTC) review, Ecology review, Solid Waste Advisory Commission (SWAC) approval, and reviewed by the Solid Waste System Steering Committee (RSWSSC).

SUMMARY: The next step is to formally adopt the plan with each city and town council withing Clark County boundaries. Once this is completed, Clark County Council will sign their Resolution to Adopt. The signed resolutions will be added as an appendix to the plan and submitted to Ecology for formal approval.

BENEFITS TO THE COMMUNITY: Adopting the Comprehensive Solid Waste Management Plan benefits the community by creating cleaner, healthier neighborhoods through coordinated efforts in waste reduction, recycling, and disposal. It ensures residents receive consistent, reliable, and environmentally responsible services that enhance community health and overall quality of life.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends this Resolution be placed on the July 21, 2025 Regular Meeting Agenda for Council's consideration.

Resolution No.25-010

A RESOLUTION ADOPTING THE CLARK COUNTY COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN FOR YEARS 2025 TO 2030

WHEREAS, Chapter 70A.205 RCW requires each city and county within the State to prepare and periodically revise a coordinated and comprehensive Solid Waste Management Plan (CSWMP); and

WHEREAS, the cities and town of Clark County (County) previously resolved to adopt plans in 1973, 1981, 1985 (with amendments to the 1985 plan adopted in 1988 and 1989), 1994, 2003, 2008, and 2015; and

WHEREAS, a need exists to update the 2015 plan as required in RCW 70A.205 and to update the CSWMP for changes that have occurred within the County, as well as changes to state and federal regulations; and

WHEREAS, in 2023 the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, Washougal, and the Town of Yacolt entered into an Interlocal Agreement with the County for the purpose of updating the CSWMP as required by RCW Chapter 70A.205; and

WHEREAS, the cities and town of Clark County have delegated preparation of the CSWMP to the County by Interlocal Agreement; and

WHEREAS, the process for updating the CSWMP as outlined in RCW 70A.205 and the Interlocal Agreement has been fulfilled; and

WHEREAS, the cities and town have been represented throughout the planning process; and

WHEREAS, the CSWMP adopted herein has been recommended by the Solid Waste Advisory Commission and is to be adopted by the Clark County Council; therefore,

BE IT ORDERED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAMAS, STATE OF WASHINGTON, that the City of CAMAS hereby adopts the Clark County Comprehensive Solid Waste Management Plan for the years 2025-2030 which is located at: https://clark.wa.gov/public-works/comprehensive-solid-waste-management-plan

ADOPTED this	day of	, 2025.
Steve Hogan, Mayor Attorney		Shawn Macpherson, City
Sydney Baker, City Clerk		



via email: JTaylor@cityofcamas.us

Jacob Taylor
Wastewater Operations Supervisor
City of Camas, Washington
1129 SE Polk St
Camas, WA 98607

Subject: Proposal for City of Camas Wastewater Treatment Plant PLC-D Replacement

OCD Automation Inc. (OCD Automation) is pleased to provide this proposal to the City of Camas for professional services, automation hardware components, and commissioning services to support the automation hardware upgrade of the Solids Building Programmable Logic Controller (PLC) at the City of Camas Wastewater Treatment Plant.

The Effluent Building Modicon Quantum PLC hardware has been discontinued and product support will soon be ending. Based on recent Solids Plant failures and system outages of other PLC systems that required replacement (PLC-C), it appears that this Modicon Quantum hardware is nearing the end of life, and its replacement is necessary to mitigate additional unexpected outages. Additionally, PLC-D is constraining capital projects (VFD Replacements and Effluent Area Upgrades) that interface with PLC-D. Replacing this obsolete hardware and improving the control system architecture of PLC-D is critical to eliminating outages, enabling overdue replacement of VFDs, and allowing future process improvements to occur. In addition to the PLC upgrade, two additional improvements are required as part of this project, listed below:

- 1. Update the 120VAC and 24VDC Uninterruptable Power Systems (UPS) that power Input/Output signals and the PLC hardware in the three Effluent Building Motor Control Centers (MCC-D1, D2, and D3).
 - a. Currently, not all the PLC-C hardware is UPS powered!
- 2. Retain an interface to the legacy serial communications (ModbusPLUS) to integrate 11 obsolete VFDs.
- 3. Deploy a robust ethernet PLC Remote I/O and device network which removes barriers to upgrades of the 11 obsolete VFDs constrained by the ModbusPLUS network.

OCD Automation is well positioned to support Camas effectively with our deep understanding of System Control and Data Acquisition (SCADA) systems, our depth of highly skilled technical staff near the wastewater treatment plant, and our familiarity and tribal knowledge of the plant itself. OCD Automation's employee Jake Ositis will be supporting this project primarily and Jake brings years of earned experience from his support of multiple municipalities and water providers throughout the Pacific Northwest. Furthermore, OCD Automation has been actively supporting the Camas Wastewater Treatment plant for over a decade and is familiar with the people, protocols, and expectations of the City of Camas for the successful execution of this work. Jake will be supported by a talented team as all OCD Automation employees are effective at programming the PLCs and Human-Machine-Interface software (HMI) utilized at the Camas Wastewater Treatment plant. Additionally, all OCD Automation staff can directly execute troubleshooting of controls system signals, networks, instrumentation, automation components as issues arise.



Scope and Work and Deliverables Provided by OCD Automation:

- Execution of detailed plan and design to be followed by the City's electrical contractor to upgrade of the three PLC groups that comprise the Effluent Building Modicon Quantum PLC system (PLC-D). Design deliverables will include the following:
 - o 120VAC UPS power in MCC-D1 to power MCC-D1, D2, and D3 to power existing hardware and discrete I/O signals that are currently UPS powered.
 - 24VDC UPS power in MCC-D1 to power MCC-D2, and D3 PLC panels for new PLC/Network hardware and analog I/O signals.
 - Industrial ethernet patch panel for interconnections between the three PLC control sections of MCC-D.
 - Upgrade design will be conveyed as PDF redlines drafted upon PDF scans of the existing plant PLC network block diagram, the MCC-D panel drawings, and each panel's respective control loop drawings where applicable. Up to 40 total drawing sheets are assumed to be redlined below.
 - 1 Demolition drawing per PLC cabinet identifying hardware and circuits to be removed.
 - 1 MCC-D PLC and device Network Block Diagram identifying network components, and cabling to be installed between them.
 - PLC cabinet layout drawing redlines of each of the control cabinets in the MCC identifying new hardware to be installed.
 - PLC cabinet power schematics of each of the control cabinets in the MCC identifying modified and new circuits.
 - 26 loop drawing updates reflecting new PLC hardware for the 13 digital I/O cards.
 - 10 loop drawing updates reflecting new PLC hardware for the 10 analog I/O cards.
 - Refinement of PDF redlines based on final implementation, startup, and commissioning efforts of the PLC panel upgrades.
- Configuration and Programming of OCD Automation Provided Hardware:
 - Migration of current Modicon Quantum PLC-D code into the Modicon M580 plc platform. The
 PLC programming will replicate the existing programming with the following features requested:
 - Review, adjustments, and cleanup of function blocks and datatypes based on usage to eliminate unused logic and variables.
 - Update of motor and motorized valve function blocks and datatypes to make HMI manual operation, speed control available to the operators from the HMI.
 - Development of an analog transmitter function block and datatype to allow transmitter scaling, diagnostics, and alarm setpoints to be available to the operators from the HMI.
- OCD Automation will provide two weeks of onsite startup support at the Camas Wastewater Treatment
 Plant during PLC panel upgrade during implementation phase to support the City of Camas and their
 installing electrician.
- OCD Automation employees Jake Ositis (E5) and Anthony Zacateco-Hernandez (E2) are expected to be the primary staff members working on project tasks, assisted as necessary by others.

Materials:

- See Attachment 1, itemized hardware list.
- PLC Hardware has been purchased by the City of Camas for this job.





Info Needs:

• Existing Network Block Diagrams, MCC-D Panel Drawings, and MCC-C I/O Loop Drawings in PDF or native CAD format.

Assumptions/Exclusions:

- No trade craft labor is included or electrical materials other than those identified in Attachment-1 will be provided. Spare parts not included.
- It is assumed that any onsite electrical demolition or installation work and any materials not identified in Attachment-1 will be provided by the City's installing electrician. OCD Automation will be onsite during the implementation phase of the project to directly support the City's electrical contractor.
- PDF Redlines or modification of existing CAD drawings is assumed. Development of new CAD drawings is not anticipated or included.
- Services will be executed under the terms and conditions of our Agreement for Professional Services agreement to be signed by the City of Camas prior to the start of work.

Schedule

OCD Automation can be ready to start the design, procurement, and programming efforts upon receipt of purchase order referencing this proposal letter.

Invoicing

The anticipated hardware costs will be invoiced at project onset, with subsequent invoices based on project progress submitted monthly.

Cost of Services

The services to execute this work will be performed on a lump sum basis to a target budget of \$109,969.

We appreciate the opportunity to provide these services and your consideration of our project proposal for this work. This proposal is valid for 30 days. If there are any questions, please don't hesitate to contact Jake Ositis at (503) 910-5364 or jake.ositis@odcautomation.com.

Regards,

Justin D. Colton

President, OCD Automation Inc.

Attachments:

- 1) Hardware and Components List
- 2) Agreement for Professional Services



PO Box 2275 Estacada, OR 97023 (503) 807-2085

ATTACHMENT-1 PLC Hardware and Components List

Description	Manufacturer	Part Number	Quantity	Notes
QUINT4-PS/1AC/24DC/20 - Power supply unit	Phoenix Contact	2904602	2.00	MCC-D1 and MCC-D2
QUINT4-UPS/24DC/24DC/20 - Uninterruptible power supply	Phoenix Contact	2907071	2.00	MCC-D1 and MCC-D2
UPS-BAT/PB/24DC/12AH - Battery module	Phoenix Contact	1274119	2.00	MCC-D1 and MCC-D2
APC Smart-UPS120VAC Rack/Tower	APC	SMX2200RMLV2U	1.00	One in MCC-D1 feeds MCC-D2
Industrial Patch Panel, 600V, 8-Port	Panduit	CDPP8RG-S	6.00	8-Port Patch Box for Ethernet, 2ea in MCC-D1 and D2, 1ea in MCC-D3
Patch Panel Mini-Com Module, CAT-6, Shielded	Panduit	CJS688TGGRY	As Required	RJ45 Keystones for patch panel cable terminations

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ECDAUTOMATION

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

OCD AUTOMATION'S ADDRESS:	PO Box 2275				
	Estacada, Oregon 97023				
PROJECT NAME:	Automation Design and Systems Integration Support				
CLIENT:	City of Camas, WA				
CLIENT'S ADDRESS:					
	TOMATION INC. (hereinafter "OCD AUTOMATION") to perform the following Services:				
Scope of Services					
See Proposal for City of Camas Wast	ewater Treatment Plant PLC-D Replacement, dated May 9, 2025.				
Compensation					
See ATTACHMENT-1, billing rates.					
Other Terms					
Other remis					
	T will be performed in accordance with the Provisions and any attachments or edes all prior agreements and understandings and may only be changed by written				
CITY OF CAMAS, WAS	HINGTON OCD AUTOMATION, INC.				
Signature	Signature				
Name (printed)	Name (printed) Justin D. Colton				
Title	Title President				
Date	Date May 9 th , 2025				

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OCD AUTOMATION STANDARD AGREEMENT FOR PROFESSIONAL SERVICES PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for OCD AUTOMATION to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

OCD AUTOMATION's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid OCD AUTOMATION employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

OCD AUTOMATION's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by OCD AUTOMATION employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of __15__ percent will be applied to subcontracts and outside services and a markup of __15__ percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) OCD AUTOMATION's current standard rate charges for direct use of OCD AUTOMATION's vehicles, laboratory test and analysis, and certain field equipment; and (3) OCD AUTOMATION's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to OCD AUTOMATION's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by OCD AUTOMATION will be on a basis of experience and judgment, but, since OCD AUTOMATION has no control over market conditions or bidding procedures, OCD AUTOMATION cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to OCD AUTOMATION's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time OCD AUTOMATION's services are performed. OCD AUTOMATION will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, OCD AUTOMATION will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to OCD AUTOMATION

Monthly invoices will be issued by OCD AUTOMATION for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 15 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

OCD AUTOMATION's liability for CLIENT's damages will, in the aggregate, not exceed contract value less the sales cost of delivered project materials. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall OCD AUTOMATION, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or OCD AUTOMATION's performance or non-performance of

Limitations of liability provided herein will apply whether OCD AUTOMATION's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include OCD AUTOMATION's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

services pursuant to this Agreement.

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and OCD AUTOMATION and has no third party beneficiaries except as provided in Provision 9.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that OCD AUTOMATION is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that OCD AUTOMATION assumes no risk and/or liability for a waste or hazardous waste site originated by other than OCD AUTOMATION.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond OCD AUTOMATION's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute. If the parties are unable to resolve their dispute, then the matter shall be subject exclusively to arbitration.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect OCD AUTOMATION's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.



PO Box 2275 Estacada, OR 97023 (503) 807-2085

2025 Rates (USD)

Normal Rate:	E6: \$225 per hour E5: \$200 per hour E4: \$150 per hour E3: \$125 per hour E2: \$110 per hour E1: \$95 per hour A2: \$95 per hour A1: \$75 per hour	
Overtime Rate:	1.5 x normal rate	Once over a continuous 8 hours at the Normal Rate, or outside of Monday through Friday.
Call out Rate:	1.5 x normal rate	
Holiday Rate:	2.0 x normal rate	8 hours minimum
Mileage Rate:	IRS Rate (Currently \$0.55 per mile*)	If more than 25 miles from Portland International Airport
Per Diem (Meals)	IRS Rate for location	Minimum \$50 per day
Travel Expenses	Cost	Including but not limited to hotel, car rental, airfare, parking. If over 7 days, laundry services.
Materials:	15% markup	Hardware or Software
Sub-Contractors	15% markup	

Normal Business Hours: 7:00am to 5:00pm, with flexibility.

- 1. The following will require a 4-hour minimum charge:
 - a. Callout outside of normal business hours.
- 2. The following will require an 8-hour minimum charge:
 - a. Support further than 100 miles from Estacada, OR.
 - b. Callout on a weekend day (Saturday or Sunday).
 - c. Callout on the following holidays:
 - i. New Year's Eve
 - ii. New Year's Day
 - iii. Memorial Day
 - iv. July 4th
 - v. Labor Day
 - vi. Thanksgiving Day and the day after
 - vii. Christmas Eve
 - viii. Christmas Day



Staff Report

July 7, 2025 Council Workshop Meeting

Professional Services Agreement for the Wastewater Treatment Plant Programming Logic

Controller D Replacement

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The Programming Logic Controller D is an Industrial Computer used to control treatment functions which occur in the Effluent Building, primarily the Ultraviolet Disinfection process that occurs on the liquid stream of water before entering the Columbia River. The hardware in the computer is over 20 years old and at end of life and will no longer be supported by the vendor.

SUMMARY: OCD Automation, which programs all of the City's sewer infrastructure, is proposing to work with an electrical contractor to replace the controller with a new one that will be supported by the vendor.

BENEFITS TO THE COMMUNITY: Minimize down time due to controller issues as well as continuing to meet the City's permit to discharge clean water into the Columbia River.

BUDGET IMPACT: The cost of OCD Automation's work is \$109,969. Parts for the work have already been purchased by the City ahead of tariff increases at a cost of \$40,760.80. There will be coordination with an electrical contractor that will be below the threshold for council authorization.

RECOMMENDATION: Staff would recommend this item be placed on the July 21, 2025 Council Regular Consent Agenda for Council's consideration.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

PROJECT NO. WTR23006

Forest Home Booster Improvements Phase 1 Monitoring Well Installation and Groundwater

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the Monitoring Well Installation and Groundwater.
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>September 30, 2025</u>, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
- 4. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$26,250 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Billing rates as identified in Exhibit "A".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
- 5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter "Work Product" in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

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

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

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

- 8. <u>Consultant's Liability Insurance.</u>
 - a. <u>Insurance Term</u>. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. <u>No Limitation</u>. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. <u>Minimum Scope of Insurance</u>. Consultant shall obtain insurance of types and coverage described below:

- 1. <u>Automobile Liability insurance</u> with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
- 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- 3. <u>Professional Liability insurance</u> appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
- 4. <u>Workers' Compensation coverage</u> as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
- e. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
- g. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. <u>Failure to Maintain Insurance</u>. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- 9. <u>Independent Consultant.</u> The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.
 - Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

- responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
- 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. <u>Discrimination Prohibited.</u> During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964 (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
 (23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973

(29 USC Chapter 16 Subchapter V Section 794)

- Age Discrimination Act of 1975
 (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- Americans with Disabilities Act of 1990 (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

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

- 12. <u>Confidentiality</u>. The Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
- 13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City, upon full payment of all monies owed to the Contractor under this agreement. Notwithstanding the foregoing, any intellectual property, materials, methodologies, software, tools, or other proprietary information owned or developed by the Contractor prior to the commencement of this Agreement, or developed independently of the Services ("Pre-Existing IP"), shall remain the sole property of the Contractor. To the extent that

any Pre-Existing IP is incorporated into the Work Product, the Contractor grants the City a non-exclusive, royalty-free, irrevocable, and perpetual license to use such Pre-Existing IP as necessary for the City's use of the Work Product. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Consultant further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. <u>Rights in Data</u>. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
- 16. <u>Assignment.</u> Neither party shall sublet or assign any of the services covered by this agreement without the express written consent of the non-assigning party.
- 17. <u>Non-Waiver.</u> Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
- 18. <u>Conflict of Interest.</u> It is recognized that Consultant may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
- 19. <u>City's Right to Terminate Contract.</u> The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
- 20. <u>Notices.</u> Notices to the City of Camas shall be sent to the following address:

Rob Charles City of Camas 616 NE 4th Avenue Camas, WA 98607 PH: 360-817-7003

EMAIL: rcharles@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Bret Waldron
PBS Engineering and Environmental LLC
4412 S Corbett Avenue
Portland, OR 97239
PH: 503-935-5514

EMAIL: bret.waldron@pbsusa.com

21. <u>Integrated Agreement.</u> This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail.

Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement be entered thereon.

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

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

DATED this	day of	, 20
CITY OF CAMAS:		PBS Engineering and Environmental LLC: Authorized Representative
Ву		By Bret Wallron CC3E682E2E3743C
Print Name		Print Name
Title		Title Senior Geologist
		Date

Item 6.

EXHIBIT "A" SCOPE AND COST OF SERVICES



April 14, 2025

Rob Charles City of Camas 616 NE 4th Avenue Camas, Washington 98607

Via email: rcharles@cityofcamas.us

Regarding: Proposal to Provide Well Installation and Monitoring

Forrest Home Booster Station

Intersection of NW 6th Avenue and Division Street

Camas, Washington

Dear Mr. Charles:

PBS Engineering and Environmental LLC (PBS) is pleased to submit this proposal to City of Camas (Client) to provide monitoring well installation and monitoring services at the proposed Forrest Home Booster Station in Camas, Washington (Site).

This proposal outlines our project approach, scope of work, schedule, and budget for PBS services based on our understanding of the project, information provided to us to date, and experience with similar projects.

PROJECT UNDERSTANDING AND APPROACH

PBS understands the Client is planning to potentially acquire the property owned by Georgia Pacific at the northwest corner of the intersection of NW 6th Avenue and Division Street to facilitate the construction of a new booster station. The Site is part of the much larger Georgia Pacific mill site, which is a listed cleanup site with the Washington Department of Ecology (Ecology). The Site is located within a portion of the cleanup site referred to as Unit F. PBS understands that Georgia Pacific and Ecology are requesting that a monitoring well be installed and monitored that aligns with requirements listed in the Uplands Remedial Investigation Work Plan (RIWP), which lists the contaminants of concern for Unit F. PBS understands that the Client intends to have a monitoring well installed and monitored with one round of sampling. PBS also understands that a work plan will be required to be submitted to Georgia Pacific, and possibly even Ecology for review and comment prior to completing installation and monitoring activities.

SCOPE OF WORK

PBS proposes the following scope of work.

Task 1: Work Plan and Health and Safety Planning

PBS will develop a formal work plan to be prepared for Georgia Pacific and Ecology to review prior to conducting the site assessment activities. The work plan will be reviewed for concurrence prior to conducting fieldwork. The cost to include minor modifications requested by Georgia Pacific and/or Ecology is included.

PBS will prepare a site-specific health and safety plan (HASP) that will include site- and project-specific information, procedures, contact information, and a map to the nearest hospital. The HASP will be maintained on site during field operations.

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City of Camas Proposal for Well Installation and Monitoring April 14, 2025 Page 2 of 5

Task 2: Utility Clearance

PBS will contact the Washington utility notification service at least three business days prior to subsurface drilling activities. A private utility locate will also be completed to clear the drilling location of buried utilities.

Task 3: Groundwater Monitoring Well Installation

One groundwater monitoring well will be installed north of the planned booster station. The well location is currently planned at the base of the slope, north of the existing parking lot. Using a rotosonic drill rig, the borehole will be advanced to at least 10 feet below the regional water table, to an expected depth of 20 to 25 feet below ground surface (bgs). The retrieved soil will be logged, noting grain size and distribution, color, odor, moisture, and any evidence of waste. Soil from each boring will be continuously logged and field screened for the presence of petroleum hydrocarbons by visual/olfactory observation and for the presence of volatile organic compounds (VOCs) using a photoionization detector (PID).

Two soil samples will be collected from the boring. A shallow sample will be collected at approximately 1 foot bgs to characterize shallow soil conditions that may have been impacted by previous uses at the Site, and the data can later be used for risk characterization purposes for any future construction activities. A deeper soil sample will be collected from above the water table at the soil-water interface and held at the laboratory pending the results of the shallow soil sample. The soil samples will be analyzed in accordance with the contaminants of concern listed in the RIWP, Table 6, for the CBC area as well as additional comments received by Ecology via email. The soil samples will be submitted for the following analyses:

- Gasoline-range total petroleum hydrocarbons (TPH) by Northwest Method TPH-Gx
- Diesel- and oil-range TPH by Northwest Method TPH-Dx
- Volatile organic compounds (VOCs) by EPA Method 8260
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270
- Per- and polyfluoroalkyl substances (PFAS) by EPA Method 1633
- Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6010/6020
- Dioxins by EPA Method 1613
- Polychlorinated biphenyls (PCBs) by EPA Method 8082
- Dimethyl sulfoxide (DMSO) by EPA Method 1671A
- Sulfur by EPA Method 6010
- pH by Method 9040C

PBS personnel will wear new disposal nitrile gloves when collecting samples, and the sampling and drill rig equipment will be decontaminated between locations with a detergent wash and a deionized water rinse.

Soil samples will be collected in laboratory-provided containers that will be sealed, labeled, and stored in a cooler for transport to a Washington-accredited laboratory under chain-of-custody documentation under a standard turnaround time. It is typical for laboratory results to take as long as 3 to 4 weeks to complete dioxin sampling.

The well will be constructed with 2-inch Schedule 40 polyvinyl chloride (PVC) pipe with a 10 to 15-foot well screen intersecting the water table to remain consistent with the previously installed wells. The well will be constructed with a flush-mount surface completion to prevent access limitations on the north side of the future booster station building.

Soil cuttings from drilling the well will be placed inside a 55-gallon drum to be temporarily staged at the Site.

Item 6.

City of Camas Proposal for Well Installation and Monitoring April 14, 2025 Page 3 of 5

After the well is constructed, PBS will perform well development as established in PBS' standard operating procedure for monitoring well development (available upon request) no earlier than 24 hours after the well sealant material has been placed. The purged groundwater will be discharged to a 55-gallon drum to be temporarily staged at the Site.

The well will need to be surveyed to tie into previous surveys performed for the other wells installed at the site. The top-of-casing elevation should be surveyed to an accuracy of 0.01 foot, while the ground surface of the well should be surveyed to 0.1 foot. This current scope does not include costs for PBS to perform the survey; however, PBS can complete a survey for an additional fee.

Task 4: Groundwater Monitoring

The new monitoring well will be sampled one time. The groundwater sample will be collected from the monitoring wells using a peristaltic pump and low-flow methodology. In accordance with the RIWP the samples will be submitted to a Washington certified laboratory and analyzed for the following compounds:

- Gasoline-range total petroleum hydrocarbons (TPH) by northwest method TPH-Gx
- Diesel- and oil-range TPH by northwest method TPH-Dx
- Volatile organic compounds (VOCs) by EPA Method 8260
- Semi-volatile organic compounds (SVOCs) by EPA Method 8270
- Per- and polyfluoroalkyl substances (PFAS) by EPA Method 1633
- Total and Dissolved Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6010/6020
- Dioxins by EPA Method 1613
- Dimethyl sulfoxide (DMSO) by EPA Method 1671A
- Sulfur by EPA Method 6010
- pH by Method 9040C

The groundwater sample will be collected in laboratory-provided containers that will be sealed, labeled, and stored in a cooler for transport to a Washington-accredited laboratory under chain-of-custody documentation under a standard turnaround time. It is typical for laboratory results to take as long as 3 to 4 weeks to complete dioxin sampling.

LIMITATIONS OF SCOPE

This study will be limited to the tests and/or locations indicated in the previously described scope of work. The site as a whole may have other concerns that will not be characterized by this study. Further study may be recommended. The findings and conclusions of this work are not scientific certainties but probabilities based on professional judgment concerning the significance of the data gathered during the course of this investigation. PBS is not able to represent conditions on the site beyond those detected or observed by PBS.

ASSUMPTIONS

PBS made the following assumptions when preparing this scope of work:

- Work will be performed during normal business hours, Monday through Friday.
- Investigation-derived waste will be disposed of as non-hazardous waste.
- Laboratory analysis will be completed on a regular turnaround-time basis of 3 to 4 weeks (standard dioxin turnaround time). Results from other analytes will be communicated as they are received.

City of Camas Proposal for Well Installation and Monitoring April 14, 2025 Page 4 of 5

- The Client will notify and arrange with site occupants for access to complete the proposed testing, including clearing the site of vehicles for the geophysical survey.
- Access to the investigation areas will not be impaired by stored materials, roll-off boxes, or vehicles.
- The above project costs assume that underground utilities or overhead obstructions are not present and
 will not interfere with the investigation. PBS understands that the Client will prune back trees in the work
 area to provide sufficient clearance for the drilling rig's mast. Tree limbs will need to be cleared to at least
 a height of 25 vertical feet to provide clearance.

DELIVERABLES

PBS will provide a figure showing the well location, boring log, analytical summary table, and a memo interpretation of the findings and recommendations.

COMPENSATION ESTIMATE

PBS proposes to provide the scope of work on a time and materials basis. The following outlines the estimated costs associated with the scope services.

1,250
975
1,150
5,350
7,725
450
\$9,350

This cost estimate includes all labor, materials, transportation, equipment, and other expenses required to complete the work described.

The estimated cost provided in this proposal is valid for 90 days from the date of this proposal, after which line items are subject to potential revision to reflect current market conditions and other external factors that may impact the accuracy of the total estimated costs.

The fees and terms under which these services are provided will be in accordance with the attached PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

SCHEDULE

PBS is available to begin work on this project immediately upon receipt of a signed copy of this Agreement. The scope of work will be completed approximately 8 weeks after authorization to proceed, depending on subcontractor availability.

Item 6.

City of Camas Proposal for Well Installation and Monitoring April 14, 2025 Page 5 of 5

JOBSITE SAFETY

At PBS, we are committed to keeping our employees, clients, contractors, and communities safe and healthy. All work that PBS employees perform is conducted following federal, state, and local safety guidelines.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 503.935.5514 or bret.waldron@pbsusa.com with any questions or comments.

Sincerely,	ACCEPTED BY: City of Camas		
Bret Waldron, LG Senior Geologist PBS Engineering and Environmental LLC	Signature of Authorized Representative		
	Name (Please Print)		
	Title	Date	

Attachment: PBS Standard Terms and Conditions for Professional Services (Rev. 09/2024)

BW:DM

EXHIBIT "B" TITLE VI ASSURANCES

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

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

Item 6.

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

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



Staff Report

July 7, 2025 Council Workshop Meeting

Professional Services Agreement for Forest Home Booster Station Geotechnical

Presenter: Rob Charles, Utilities Manager

Time Estimate: 5 minutes

Phone	Email
360.817.7003	rcharles@cityofcamas.us

BACKGROUND: The existing Forest Home Booster Station located on Drake Street/NW 6th Avenue on Georgia Pacific's property has been identified in the City's Water Master Plan for increased capacity for many years. Due to complications of contamination and cleanup on GP's property, the design of the new booster station has been delayed. The Department of Ecology (DOE) reached out last year to let the City know they could proceed with the project by completing some groundwater monitoring on the proposed site for the new booster station located on Division Street just north of NW 6th Avenue.

SUMMARY: PBS, Inc is proposing to have a groundwater monitoring well installed to a depth of 25 feet and complete a single sample of the groundwater to determine if any chemicals listed by DOE are found. If the sample comes back negative for listed contaminants, the city can proceed with acquiring the parcel from GP and begin design on the project. Both the acquisition and design pieces would be brought to council for their approval.

Fig 1: Ex. Forrest Home Booster Station(Drake/ NW 6th Ave)

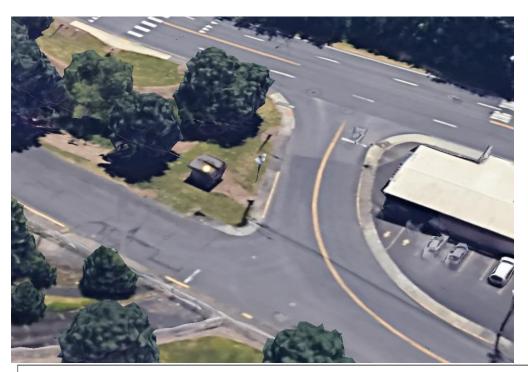




Fig 2: Proposed Booster Station located on Division Street north of NW 6th Avenue

COMMUNITY: Enhance distribution of the city's water supply to higher elevations.

POTENTIAL CHALLENGES: If contaminants are found during sampling, the city would look for an alternate location to install the booster station.

BUDGET IMPACT: The cost of the services will be \$26,250 and there sufficient funds to cover this expense.

RECOMMENDATION: Staff would recommend this item be placed on the July 21, 2025 Council Regular Consent Agenda for Council's consideration.



Staff Report

November 18. 2024 Council Workshop Meeting

Regional Fire Authority (RFA) Discussion

Presenter: Cliff Free, Fire Chief; Shaun Ford, Division Chief

Time Estimate: 20 minutes

Phone	Email
360.817.1554	<pre>cfree@cityofcamas.us; sford@cityofcamas.us</pre>

BACKGROUND: On January 29, 2024, Camas and Washougal executed a modification and conditional extension of the Interlocal Agreement between the Cities of Camas and Washougal for the formation and operation of the Camas-Washougal Fire Department.

Item #1 of the Modification and Conditional Extension provides that "...the parties bind themselves to place the RFA Plan on the ballot for April 2025 and, if necessary, for November 2025."

Therefore, in accordance with the Modification and Conditional Extension, Plan and the Camas City Council and the Washougal City Council have determined that it is appropriate to place before voters within the proposed service boundaries of the RFA at the general election to be held on November 4, 2025, a proposition calling for the creation of a RFA which shall be known as the Camas-Washougal Fire Authority to be funded by a \$1.05 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

If the Joint Resolution is approved, the formation of a regional fire authority (RFA) would be placed on the ballot for voter consideration at the general election to be held on November 4th, 2025.

BENEFITS TO THE COMMUNITY: The City of Camas and the City of Washougal have had a long-standing cooperative partnership, striving to provide the highest level of fire and emergency medical services to their citizens within the confines of available resources. The RFA provides a sustainable and equitable approach to delivering fire and EMS services to the combined communities of Camas and Washougal while giving citizens direct voting consideration for any proposed increase in tax rates to support fire and EMS services.

RECOMMENDATION: Staff recommends the City of Camas Council adopt the RFA Plan and place the formation of an RFA at the general election to be held on

November 4th, 2025 ballot through the adoption of a Joint Resolution with the City of Washougal on July 21st, 2025.

JOINT RESOLUTION CITY OF CAMAS RESOLUTION NO. 25-011 CITY OF WASHOUGAL RESOLUTION NO. _____

A **JOINT RESOLUTION** of the City Council of the City of Camas, Washington, and the City Council of the City of Washougal, Washington, providing for the submission to qualified electors of the City of Camas and the City of Washougal, at the general election to be held on November 4, 2025, of a proposition that, pursuant to Chapter 52.26 of the Revised Code of Washington, approves a plan to form a Regional Fire Protection Authority to be known as the Camas-Washougal Fire Authority within the boundaries of the City of Camas and the City of Washougal, effective September 1, 2026.

RECITALS

- A. The ability and demands to respond to emergency situations by fire protection and emergency medical service agencies has increased and progressed with community needs and special service demands. Providing an effective fire protection and emergency medical service system requires a collaborative partnership and responsibility among local and regional governments and the private sector.
- B. There are efficiencies that can be gained by regional fire protection and emergency medical service delivery, while maintaining local control.
- C. The City of Camas ("Camas") and the City of Washougal, ("Washougal") have had a long-standing cooperative partnership, striving to provide the highest level of fire and emergency medical services to their citizens within the confines of available resources. This cooperative partnership began in the 1970s with the provision of a regional ambulance service and culminated with an interlocal agreement in 2014, which provided for a consolidation of services as the Camas Washougal Fire Department, with Camas providing services to Washougal. While this cooperative relationship has served the public well for many years, as a result

of the needs of a growing community and demands for enhanced fire and EMS services, Camas and Washougal have determined that it is in the public interest to place a measure before the voters that if approved would result in the formation of a Regional Fire Authority (RFA).

- D. Pursuant to RCW 52.26.030 and 52.26.040 the cities of Camas and Washougal formed an RFA Planning Committee to evaluate the feasibility of creating a new and separate regional fire authority to provide the fire protection and emergency services within the boundaries of Camas and Washougal. The members of the Planning Committee included three City Council members from Camas and three City Council members from Washougal. Over a period of several months, the Planning Committee met and created a Regional Fire Authority (RFA) Plan ("Plan") providing for the governance, design, financing, and development of fire protection and emergency services.
- E. The Planning Committee held its final meeting on October 16, 2024, and recommended approval of the Plan to the Camas City Council and Washougal City Council. The Camas City Council and Washougal City Council met in joint work session on November 6, 2024, to review the recommended Plan. By adoption of this Joint Resolution, the Plan is formally adopted and certified to the ballot pursuant to RCW 52.26.060 by both the City of Camas and the City of Washougal. Copies of the Plan are available from the administrative offices of the City of Camas and the City of Washougal.
- F. Authority to form a RFA is authorized by Chapter 52.26 RCW. Chapter 52.26 RCW requires that in order to form an RFA, the Plan must be approved by the voters of the area affected by the Plan. Therefore, in accordance with the Plan and state law, the Camas City Council and the Washougal City Council placed before voters within the proposed service boundaries of the RFA at a special election held on April 22, 2025, a proposition calling for the creation of a RFA which shall be known as the Camas-

Washougal Fire Authority to be funded by a \$1.05 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

- G. The result of the April 22, 2025, special election indicates that the RFA Plan was not approved by participating voters.
- H. On January 29, 2024, Camas and Washougal executed a *MODIFICATION AND*CONDITIONAL EXTENSION OF INTERLOCAL AGREEMENT BETWEEN THE CITIES OF

 CAMAS AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS
 WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013.
- Item #1 of the Modification and Conditional Extension provides that "...the parties bind themselves to place the RFA Plan on the ballot for April 2025 and, if necessary, for November 2025."
- J. Therefore, in accordance with the Modification and Conditional Extension, Plan and state law, the Camas City Council and the Washougal City Council have determined that it is appropriate to place before voters within the proposed service boundaries of the RFA at the general election to be held on November 4, 2025, a proposition calling for the creation of a RFA which shall be known as the Camas-Washougal Fire Authority to be funded by a \$1.05 per \$1,000 assessed value property tax levy and the approval of the Plan, all in accordance with state law.

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

RESOLUTION

SECTION 1. - Adoption of Plan for the Camas-Washougal Fire Authority. The City Council

of the City of Camas and the City Council of the City of Washougal hereby formally adopt the 2025 Regional Fire Authority (RFA) Plan. A true and correct copy of which is attached as <u>Exhibit A</u> and incorporated by this reference.

SECTION 2. - Findings of Camas City Council and Washougal City Council. The City Council of the City of Camas, Washington, and the City Council of the City of Washougal, Washington, hereby adopt each of the recitals above as findings and further find that it is in the best interest of the City of Camas and the City of Washougal to submit to the qualified electors of the City of Camas and the City of Washougal at the general election to be held on November 4, 2025, a proposition to adopt the Plan that creates a RFA which shall be known as the Camas-Washougal Fire Authority, which if approved will be funded by a property tax not to exceed \$1.05 per thousand of assessed value. If approved by a majority of the total persons voting on the ballot measure within the boundaries of the authority in accordance with RCW 52.26.060, effective September 1, 2026, this proposition would create a RFA as provided in Chapter 52.26 RCW with boundaries coextensive with the boundaries of the City of Camas and the City of Washougal.

SECTION 3. - Proposition for Voter Submittal. There shall be submitted to the qualified electors of the City of Camas and the City of Washougal for their approval or rejection, at the general election on November 4, 2025, the question of whether or not the RFA known as the **Camas-Washougal Fire Authority** should be created in accordance with the Plan and funded with the real property tax levies referenced above. The City Council of the City of Camas and the City Council of the City of Washougal hereby request that the auditor of Clark County, as ex-officio Supervisor of Elections, call such election and submit the following proposition at such election, in the form of a ballot title substantially as follows:

PROPOSITION NO. ___

The City Council of the City of Camas and the City Council of the City of Washougal have adopted a Joint Resolution approving the Regional Fire Authority Service Plan ("Plan") concerning the creation of a Regional Fire Protection Authority ("RFA").

This proposition would approve the Plan and create a Regional Fire Authority to be known as the Camas-Washougal Fire Authority, effective September 1, 2026, to provide fire protection and emergency medical services in the City of Camas and the City of Washougal. The RFA would be funded by property tax (\$1.05 per \$1,000 of assessed value).

Shall the registered voters residing within the cities of Camas and Washougal approve the formation of a regional fire authority (RFA) and approve the RFA Plan proposed by the cities of Camas and Washougal?

Yes	
No	

SECTION 4. Without further action of the Camas City Council and the Washougal City Council the ballot proposition language set forth in Section 3 above may be revised to correct scrivener's errors and to conform with statutory requirements.

SECTION 5. - Pro and Con Committee Appointments. The Camas City Council and the Washougal City Council hereby assign to the Joint Policy Advisory Committee the task of appointing members to a committee to advocate voters' approval of the proposition and to a committee to prepare arguments advocating voters' rejection of the proposition.

SECTION 6. - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this resolution.

SECTION 7. - Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

SECTION 8. - Effective Date. This Resolution shall take effect and be in force immediately upon its passage.

SECTION 9. - Triplicate Originals. Three originals of this Resolution are signed by the City of Camas and the City of Washougal.

PASSED at a regular or special open public meeting by the City Council of the City of Camas, Washington, this **7**th day of **July**, **2025** OR **21**st day of **July**, **2025** OR **4th** day of **August**, **2025**.

PASSED at a regular or special open public meeting by the City Council of the City of Washougal, Washington, this **28th** day of **July, 2025.**

EXHIBIT A

2025 Regional Fire Authority Plan