

City Council Workshop Agenda Monday, May 17, 2021, 4:30 PM REMOTE MEETING PARTICIPATION

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

How to join meeting:

OPTION 1 -

- 1. Go to www.zoom.us
 - Download the app
 - •Or, click "Join A Meeting" and paste Meeting ID 951 8370 7029
- 2. Or, from any device click https://zoom.us/j/95183707029
- 3. Follow the prompts and wait for host to start meeting

OPTION 2 - Join by phone (audio only):

- 1. Dial 877-853-5257
- 2. Enter meeting ID #951 8370 7029, and then ##

For Public Comment:

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

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

SPECIAL MEETING

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS

WORKSHOP TOPICS

<u>Lake Management Plan Draft Scope of Work</u>
 Presenter: Steve Wall, Public Works Director

Time Estimate: 15 minutes

2. <u>Six-Year Transportation Improvement Program</u>
Presenter: James Carothers, Engineering Manager

Time Estimate: 10 minutes

3. <u>Professional Services Agreement with Merina +CO</u> Presenter: Nick Swinhart, Fire Chief

Time Estimate: 20 minutes

4. <u>East County Fire and Rescue (ECFR) Interlocal Agreement Renewal</u> Presenter: Nick Swinhart, Fire Chief

Time Estimate: 10 minutes

5. Fireworks Discussion

Presenter: Nick Swinhart, Fire Chief and Ron Schumacher, Fire Marshal

Time Estimate: 20 minutes

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

Time Estimate: 10 minutes

COUNCIL COMMENTS AND REPORTS

PUBLIC COMMENTS

ADJOURNMENT



Staff Report

May 17, 2021 Council Workshop

Lake Management Plan Draft Scope of Work Presenter: Steve Wall, Public Works Director

Time Estimate: 15 min

Phone	Email
360.817.7899	swall@cityofcamas.us

BACKGROUND: The City Council passed Resolution 20-016 in November 2020, which designated Lacamas, Round and Fallen Leaf lakes as vital resources for the City. The Resolution, in part, directed the creation of an ad-hoc advisory committee and development of a budget proposal to aid in the success of developing strategies for improving water quality and meeting the community's short- and long-term needs. The City Council authorized use of \$300,000 in the 2021/2022 Budget. Through discussion with Clark County, Department of Ecology and industry experts, it was determined that creation of a Lake Management Plan that identifies goals based on public input and includes development of management strategies based on collection and analysis of scientific data would be the best approach to improve and protect the Lakes over the long term. The Lake Management Plan will include and satisfy the criteria of the Department of Ecology's "Lake Cyanobacteria Management Plan" guidance document (attached for reference) at a minimum.

SUMMARY: The City does not have the technical abilities or resources to develop a Lake Management Plan without the assistance of a consultant team. As Council is aware, staff advertised a Request for Qualifications to solicit interest from consulting firms to support the City in development of a Lake Management Plan. Six consulting firms submitted proposals. Staff went through a multi-step process that included input from multiple City department heads, Clark County staff, and the Lacamas Creek Watershed Committee (LCWC), and ultimately selected Geosyntec Consultants, Inc. as the preferred consultant team.

The attached Draft Scope of Work and Fee Estimate has been developed with Geosyntec to complete "Phase 1", of two phases total, that will be used to finish the Lake Management Plan. The not to exceed Fee Estimate to complete the work proposed in the Phase 1 Draft Scope of Work is \$93,500. It is envisioned that Phase 1 will equate to approximately 30% of the overall work necessary to complete the Plan. The overall goal of Phase 1 is to collect and interpret the background data, develop a strong public outreach strategy, and create a work plan for Phase 2 (completion of the Lake Management Plan). Phase 1 generally includes the following work:

- Data and Background Review Gather and review existing data and identify gaps.
- Communication, Outreach and Stakeholder Coordination Early outreach to stakeholders and the public at large to gather input that will help guide development of the Plan. This task will also include development of a Project Page through Engage Camas and education and outreach materials.
- Lake Management Workplan Development Develop a specific workplan for Phase 2 based on input from stakeholders, the data gap analysis, the Department of Ecology Lake Cyanobacteria Management Plan template (attached for reference) and other information gathered in Phase 1.
- **Identify Short Term Wins for 2021** Brainstorm and evaluate different opportunities to improve lake water quality and educate the public in summer 2021.
- **Identify Funding and Volunteer Opportunities** Complete a review of potential funding opportunities including City-internal funds, external grant/loan opportunities, and potential non-profit or private foundations that could potentially be used to help fund Phase 2 and future implementation of management strategies identified in the Plan.

The attached Draft Scope of Work will be shared with the LCWC prior to the May 17 Council Workshop. The LCWC will be given the opportunity to review the materials and provide feedback to Staff and the Consultant. Staff will then share the information and any proposed edits with the City Council during the presentation at the Workshop. After receiving feedback from Council, the Scope of Work and Fee Estimate will be finalized with the goal of placing the formal Professional Services Agreement on the June 7 Regular Meeting Consent Agenda for consideration.

EQUITY CONSIDERATIONS:

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

 Receive feedback from Council Members on the proposed scope of work and fee estimate.

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

N/A

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

N/A

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

• The community as a whole, visitors to the Lakes and wildlife will all ultimately benefit from this effort.

What are the strategies to mitigate any unintended consequences?

• The Phased approach to development of the Lake Management Plan is envisioned to mitigate any unintended consequences through solicitation and feedback from the Council, LCWC, and public throughout the process. Additionally, the Plan will be developed using proven scientific methods and data that will help the community make informed decisions about which management strategies may be effective for both the short-and long-term needs.

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

N/A

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

N/A

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

- There are multiple stakeholders for this project that include local and State agencies, large land-owners, businesses, and citizen groups that all may have different goals or ideas regarding the Lakes. The Plan and process will need to consider all interests and balance the needs of the community when looking at potential management strategies.
- Both short- and long-term management strategies will likely require significant funding in the future that has not yet been identified.

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

 The scope of work developed with the consultant team includes a significant effort to not only gather input from stakeholders, but ensure that information is being shared with Council, the LCWC and the public throughout the process. A successful project will culminate with completion of a Management Plan that is supported by the community and can realistically be implemented.

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

Protecting the Lakes in general is supported by multiple planning documents.
 Additionally, this project is in response to direction from the City Council through adoption of Resolution 20-016.

BUDGET IMPACT: As discussed above, the adopted 2021/2022 Budget includes \$300,000 from the Stormwater fund for this project. Additionally, the City has been successful to date in securing grant funds from two separate State sources. These sources include a \$50,000 grant from the Department of Ecology Freshwater Algae Control Program and a \$155,000 proviso that was recently included in the 2021-2023 adopted State Capital Budget. Part of the Phase 1 work will be evaluating the timing and use of the available funds and developing a funding strategy for future work efforts.

RECOMMENDATION: This item is for Council's information only. Staff is requesting that Council provide feedback for incorporation into a final Scope of Work and Professional Services Agreement for consideration on the June 7, 2021 Regular Meeting Consent Agenda.



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VIA ELECTRONIC MAIL

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

Subject: Draft Phase 1 Scope of Work, Lake Management Planning

Dear Mr. Wall,

On behalf of Geosyntec Consultants, Inc. (Geosyntec), we are pleased to present you with our draft scope of work for Phase 1 of the Lake Management Planning support to the City of Camas (City). Geosyntec's team with MacKay Sposito and JLA have developed this draft scope of work and budget for Lake Management Planning for Lacamas, Round and Fallen Leaf Lakes.

PHASE 1 SCOPE OF SERVICES

Task 1.1 Data and Background Review Objective

The objective of this task is to gather existing data and background information on the watershed, Lacamas Creek and Lacamas, Round and Fallen Leaf Lakes, and use this information to supplement our current understanding of the Lakes, identify data and knowledge gaps, and identify potential next steps to fill these gaps. Existing data collection programs will be leveraged to the extent possible. For example, the Washington State Department of Ecology (Ecology) is collecting data for its watershed assessment; we will assess if preliminary data from this effort can be acquired. Existing City programs will also be leveraged to fill data gaps to the extent possible.

Goals

- Develop a preliminary Conceptual Site Model (CSM) of the lake to inform Phase 2
- Identify data gaps for filling in Phase 2 and beyond

Activities

- Hold a Kickoff Meeting with the City and Team on Lacamas Lake or at the nearby Park.
- Set up a file sharing system, using OneDrive, for internal use for the City and Consulting team.
- Acquire and review relevant datasets and previous studies, including:
 - Stream flow and precipitation data from Clark County
 - In-lake water surface elevation and water quality measurements from Clark County, Ecology, and other sources (as available)
 - Data on algal blooms, including times of visual observations of algae as well as laboratory results
 - Water quality data from stormwater outfalls, treatment facilities, permitted discharges and, as available, agricultural runoff
 - Lake bathymetry
 - o Dam operations, including flows released downstream and drawdown timing
 - o GIS datasets such as lake and watershed boundaries, land use, and land elevation (e.g. LiDAR)
 - Meteorology data
- Participate in driving tour for field reconnaissance of the Lake, inflows, and both known and potential nutrient sources.
- Develop a preliminary Conceptual Site Model of the three lakes.
 - o Evaluate relationships between environmental variables, for example:
 - Timing of algal blooms compared with periods of high nutrient concentrations in inflows.
 - Relationships between in-lake temperature and dissolved oxygen, and algal blooms.
 - o Trophic status (degree of productivity).
 - Water Budget.
 - Nutrient Loading Sources.
 - o Nutrient Budget.
 - Identify data and knowledge gaps.
- Develop a PowerPoint slide deck summarizing the results of this task for the City team to review and provide feedback.
- Based on feedback, variations of this presentation may be created for different audiences such as City management, City Council, and the Lacamas Creek Watershed Council or other stakeholders.

Deliverables

• The deliverable for this task will be a slide deck with results from this task, and one or more presentations to the City and stakeholders.

Assumptions

- The City will provide relevant data to Geosyntec as available.
- The City will facilitate outreach for data requests to other agencies; the Geosyntec team including Marty Snell and Adrienne DeDona can support this process as well.
- City personnel will have an opportunity to provide one round of comments on draft presentation slides prior to the presentation to stakeholders.
- The results of this task will be documented in the Phase 2 Lake Management Plan report once data gaps are filled.

Task 1.2 Communication, Outreach and Stakeholder Consultation Objective

The objective of this task is to conduct early outreach which will guide later engagement efforts and gain an understanding of existing lake issues, which will generate ideas for resolving these issues through the Lake Management Plan. This includes soliciting input from key stakeholders to inform initial project stages and ensure that later communication with the general public includes consistent messaging, timely dissemination of information, and proactive mitigation of misinformation. Stakeholder discussions will include meetings with groups such as Camas Meadows Golf Club and Camas School District to share information about the project and learn about their landscaping practices, water use, and use of fertilizers.

This task will include general communication and information to the community to generate awareness of the Lake Management Plan project and begin early education efforts, which might include establishing a project webpage, social media content, posters and flyers.

Goals

- Meet with key stakeholders and have initial conversations to shape the Communications Plan in Phase 2
- Start initial public education on outreach about the project which will shape the Communications Plan in Phase 2

Activities

- Schedule a public involvement kickoff meeting to be held between the Geosyntec team and the City to gain a solid understanding of the public engagement opportunities, issues and goals for the process.
- Identify and reach out to key stakeholders, including partner agencies, as well as identify the best ways to engage these stakeholders.
- Schedule up to 6 two-hour meetings, including developing agendas, discussion questions and compiling meeting minutes. Key stakeholders should include at minimum:
 - 1. Lacamas Lake Advisory Committee
 - 2. City Council
 - 3. Parks Commission
 - 4. Partner Agencies (Clark County Heath and Public Works, WA Ecology, WA Agriculture, SWCD, and others)
 - 5. Key Property Owners
 - a. Golf Course
 - b. Johnston Dairy
 - c. Camas Schools
- Conduct an online community survey to gather input and feedback on watershed and lake issues.
- Coordinate with the City to establish a project webpage using the Engage Camas platform and post project information on the City's social media platforms. This webpage will be used for information sharing and gathering with the public.
- Develop initial public education and outreach materials to post on the City's website to announce the project.

Deliverables

- Agendas, discussion questions and summary report of meetings with up to 6 key stakeholder meetings
- Establishment of a flow process, and point person for data sharing, for data flow between the different stakeholders (Ecology, County, City) and where is that data going to be stored.

Assumptions

- Recognizing that the current pandemic is a constantly changing situation, JLA will work closely with the City and Geosyntec team to determine the best methods to engage people whether that's online or safely distanced in-person engagement.
- Each stakeholder meeting includes about seven hours of staff time to schedule, prepare, attend and document results. This includes 2 public involvement staff attending each two-hour meeting.

Task 1.3 Lake Management Workplan Development Objective

The objective of this task is to set the stage and provide a strong foundation for Phase 2. The outcome of this process will be a workplan for Phase 2 that is clear, includes specific activities and objectives, and is well received by stakeholders. The workplan will include activities that will fill necessary data gaps to develop a Lake Cyanobacteria Management Plan in the Washington State Department of Ecology format.

Goals

- Develop a work plan (schedule, scope and budget) for Phase 2 which includes:
 - o QAPP for field work
 - Field work activities
 - o Public Outreach Plan
 - Possible technical analyses
 - o Lake Management Plan Development

Activities

- Based on the results of the data gap analysis, identify specific monitoring studies in the short term.
- Develop draft workplan (scope, schedule and budget) for Phase 2 elements:
 - o Public Involvement and Outreach Plan
 - o QAPP for field work
 - Field work studies
 - Possible technical analyses
 - Lake Management Plan Development

- Present the Phase 2 workplan at a workshop with the City and potentially other stakeholders.
- Develop Final Workplan

Deliverables

- Draft workplan for Phase 2 including scope, schedule, staffing, and costs.
- Presentation of the Phase 2 workplan at a review meeting with the City (and potentially key stakeholders) to solicit feedback.
- Final Phase 2 workplan.

Assumptions

- The City will provide one round of review comments on the draft workplan slides prior to a potential presentation to stakeholders.
- The written draft workplan (scope, schedule and cost) will undergo one round of review before presenting to stakeholders and one round of review to incorporate stakeholder feedback prior to being finalized.

Task 1.4 Identify Short-Term Wins for 2021 Summer Season Objective

The objective of this task is to evaluate potential immediate actions to improve lake water quality for the summer of 2021.

Goals

• Identify and prioritize short activities for the City, consultant team or volunteers to conduct in Phase 1 or early in Phase 2 to improve lake water quality.

Activities

- Discuss potential short-term project ideas for the 2021 summer season with the City, including:
 - o After confirming strategies through early stakeholder discussions, we will initiate a stewardship program and education campaign with City residents and others to reduce the use of fertilizers. This may include training for landscape

- contractors. This effort would leverage similar education campaigns JLA has conducted for other communities.
- Start a dialogue with Camas Meadows Golf Club and the Camas School District to better understand their practices for landscaping, water use, and use of fertilizers. This may result in an opportunity to reduce nutrient loading to the lake.
- Begin a dialogue with other large landowners, such as the Johnston Dairy. We
 understand that the communications with the Dairy would need to be
 coordinated with the Washington State Department of Agriculture.
- Assist the City with optimization of stormwater BMP maintenance activities (e.g. removal of sediments from catch basins and inlets) and street sweeping to focus efforts on areas where sediments have a higher organic content, such as areas with high tree canopy coverage.
- Evaluate the costs and benefits associated with treating the Lakes with Alum or Phoslock to potentially improve water clarify and the occurrence of algal blooms this summer. This is a temporary measure but would raise awareness in the community. This task includes dialogue with vendors regarding the treatment process and the best time to apply them.
- O Collaborate with soil and water conservation service to identify possible opportunities for working with agricultural producers to reduce sediment and nutrient loading to Lacamas Creek. For example, this could be simple fencing or hydroseeding to restore stream banks and prevent erosion.
- Lake Trail and Round Lake trail network: implement erosion control measures/ restoration for "hot spots."
- Check and change out catch-basin cartridge units along Dwyer creek and along NW Camas Meadows Drive.
- Evaluate the potential for stockpile management at the Golf Course to manage stormwater runoff.
- Improve the visibility of status of lake water quality information to citizens.
- O Help educate the public about lake status. For example, the public doesn't know difference between "caution" and "advisory" regarding Harmful Algae Bloom (HAB) toxin levels. Collaborate with Clark County Health to ensure messaging is consistent and in-line with Lake Management Plan project messaging.
- Following initial discussions with the city, evaluate a subset of these ideas and recommend to the City which to pursue.

Deliverables

• Based on initial discussions with the City, a presentation will be developed outlining recommended short-term actions.

Assumptions

- Short-term actions to be pursued will be agreed upon between the Geosyntec team and City personnel.
- The cost of treating the lake with alum or Phoslock will not be included in the Phase 1 scope of work.

Task 1.5 Identify Funding and Volunteer Opportunities Objective

The objective of this task will be to review grants the City has obtained, understand what strategies these grants cover, and determine if there are additional funding opportunities the City could position for.

Goals

- Identify and organize past and current funding opportunities to help develop an ongoing funding strategy in Phase 2.
- Identify possible volunteer activities that will engage the community and potentially be a component of the funding strategy.

Activities

- Review current funding sources.
- Evaluate additional opportunities with Clark County, Washington Department of Ecology, the U.S. Department of Agriculture, non-profits and private foundations (examples may include PeaceHealth, Trout Unlimited, and Ducks Unlimited).
- Evaluate volunteer opportunities for Advisory Committee members, the Lacamas Watershed Council members as well as the general public.
- Conduct a funding strategy session with key City staff.
- Develop recommendations and outline a funding strategy for the next 12 to 24 months in a technical memorandum.

Deliverables

• A technical memorandum outlining a funding strategy for the next 12 to 24 months, including additional grant opportunities to pursue.

Assumptions

• This task does not include the Geosyntec team preparing grant applications.

Task 1.6 Project Management

Objective

The objective of this task is to effectively manage the project schedule and budget and provide timely updates on the progress.

Activities

- Provide regular updates on progress via phone, email and meetings.
- Manage the project, including scope, schedule and budget and subconsultant fees and expenses.

Deliverables

Monthly invoices.

Assumptions

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

BUDGET

Geosyntec is pleased to provide you this quotation for the Phase 1 Scope of Work, to be completed in the first 90 days, on a time and materials basis of \$93,500. This budget estimate includes a 3% communications fee on Geosyntec labor only and a 10% markup on subconsultant labor and any expenses. This is based on the Geosyntec standard rate schedule as provided.

In Table 1 below is a budget summary for the tasks outlined above Phase 1. A detailed budget breakdown is provided below.

Task	Description	Total Cost
1.1	Data and Background Review	\$19,000
1.2	Communication, Outreach and Stakeholder Consultation	\$26,500
1.3	Lake Management Workplan Development	\$25,000
1.4	Identify Short-Term Wins for 2021 Summer Season	\$7,300
1.5	Identify Funding Opportunities	\$5,000
1.6	Project Management	\$9,500
	Total	\$92,400
	Communications Fee, 3% (on Geosyntec labor only)	\$1,100
		\$93,500

CLOSURE

If you have any questions regarding our draft scope of work for Phase 1, please feel free to contact me at (971) 271-5906/(503) 936-0115, or by email at RAnnear@geosyntec.com.

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

Respectfully,

Robert Annear, Ph.D., P.E. (OR, WA, ID, FL, NC)

Senior Principal Engineer

971.271.5906

RAnnear@geosyntec.com

Geosyntec Consultants



Freshwater Algae Control Program Lake Cyanobacteria Management Plan Template Guidance Fiscal Year 2020 Guidance

Please review the Lake Cyanobacteria Management Plan template before applying to the Freshwater Algae Control Program (FACP). This template lists numerous elements that might be included in a detailed Cyanobacteria Plan. Not all elements may be appropriate for your project. In the application, explain what elements are or are not applicable to your project and why.

A. Title Page with Approvals

- a. Lake name Cyanobacteria Management Plan
- b. Lake, County
- c. Your organization name
- d. Date
- e. Page with all key individuals listed and signatures
- B. Table of Contents
- C. Table of Figures and Tables
- D. Executive Summary briefly describe the problem, the results of the monitoring and analyses, and the recommended lake restoration plan.

E. Background

- a. Study area
 - i. Lake and watershed. Describe the lake (acres, min and max depth, bathymetry, trophic status), shoreline (topography/slopes) and watershed (size in acres) with any tributary streams and significant wetlands; provide lake and watershed maps.
 - ii. Beneficial uses of the lake describe (quantify if possible) the use of the lake for swimming, fishing, boating, wildlife habitat and other uses.
 - iii. Current and historical land uses describe current and historical land uses or activities, such as homes, businesses, septic systems, livestock, etc. within the watershed or along tributary streams that may be impacting or have impacted the lake; also describe the level of development or alteration of the immediate shoreline of the lake (bulkheads, fills, etc.).
 - iv. Number and location of houses on septic provide a map if possible (https://www.doh.wa.gov/CommunityandEnvironment/WastewaterManagement/Ons iteSewageSystemsOSS). Also try searching for OSS at your county health dept. https://www.doh.wa.gov/AboutUs/PublicHealthSystem/LocalHealthJurisdictions
 - v. Water use explain whether any residents use the lake water as a drinking or domestic water source.
 - vi. Water withdrawals describe any surface water rights owned or used by residents (https://fortress.wa.gov/ecy/waterresources/map/WaterResourcesExplorer.aspx)

- vii. Fisheries describe the frequency of current and past fish stocking and how many fish have been stocked (in kg/ha); also estimate the numbers and types of fish caught.

 Describe the presence and general abundance of fish or other species that may disturb the lake sediments (bioturbation) such as carp.
- viii. Aquatic plants describe the relative density of aquatic plants in the lake (both submersed and emergent) and both historical and recent actions to control aquatic plants in the lake.
- ix. <u>Endangered/rare species present</u>(https://wdfw.wa.gov/conservation/endangered/All/#)

b. Water quality history

- i. Past water quality conditions describe what is known about past water quality (problems or absence of problems, caused by algal blooms, toxic algae, fecal bacteria, invasive or nuisance aquatic plants, etc.). Provide summary data of past water quality conditions, such as water clarity, nutrient levels, toxic algae concentrations, nutrient loading, etc.
- ii. Efforts to improve water quality describe past and ongoing actions taken to reduce nutrients, control algae, reduce human health risks, etc., including BMPs, in-lake measures, capital projects and community involvement.

c. Current conditions

- i. Water quality describe in detail the current problems with toxic or nuisance algae and the impact on beneficial uses of the lake; provide a summary of any recent monitoring data or other information that explains the water quality conditions, the impacts to beneficial uses and known or suspected drivers of toxic algae production.
- ii. Contaminants of concern
 - 1. Cyanotoxins describe cyanotoxins that have been a problem in the lake.
 - 2. 303d list status describe any state listing of pollutants (phosphorus, nitrogen, fecal bacteria, low DO, temperature, etc.) for the lake and tributary streams.
 - 3. TMDLs list any TMDL reports approved by Ecology and the EPA. List any TMDL plans that have been implemented.
 - Regulatory criteria of contaminants and cyanotoxins list the regulatory criteria for the cyanotoxins and pollutants in the lake. Both federal and state standards.
 - <u>EPA Nutrient Policy Guidelines</u> (https://www.epa.gov/nutrient-policy-data/guidelines-and-recommendations#what3)
 - <u>EPA Production Files</u> –(https://www.epa.gov/sites/production/files/2017-07/documents/08_july_3_monitoring_document_508c_7.5.17.pdf)

- iii. Public participation list the various stakeholders for this project and describe their participation in developing the proposed management plan, including monitoring, committees, public meetings, publicity, etc.
- iv. Public support describe public support for the proposed management plan as evidenced by political support, financial support, the level of public participation, the willingness of residents to implement BMPs, etc.
- F. Project Description
 - a.
 - b. Project goals and objectives
 - c. Project schedule
- G. Monitoring Methods and Results

Notes:

- Residents and other trained volunteer citizen scientists can perform most of the following monitoring tasks in order to keep the costs down and help with the education of residents and lake users.
- Some of the following monitoring elements may not be appropriate for your specific lake, but you should provide reasonable justification for excluding those elements.
- Monitoring elements a through d must be performed within the same one-year
 period in order to develop valid water and nutrient budgets for the lake.
 Monitoring elements e through g, although not required for the water and
 nutrient budgets, should also be performed within the same one-year period if at
 all possible because they reflect or may impact the nutrient levels in the lake for
 that one-year period. Monitoring elements h through j can be performed in a
 subsequent year, or under a separate grant if they cannot be funded under the
 original grant.
- a. Lake level, stream inflows/outflows, groundwater, and precipitation/evaporation
 - i. Monitoring methods describe the methods used to measure or estimate lake levels, steam inflows, outlet flows, groundwater inflows/outflows and precipitation/evaporation. These components of the water budget must be monitored for at least one year to develop a lake water budget that corresponds with the period of water quality monitoring.
 - ii. Monitoring results describe the results and significance of lake level, steam inflows/outflows, groundwater, and precipitation/evaporation monitoring; provide data tables and graphs where appropriate. If the monitoring year is unusual (extremely wet or dry) describe how this may have affected the water quality conditions of the lake.
- b. Lake water quality profile monitoring Field measurements

- Monitoring methods describe the methods used to collect field monitoring data within the lake.
 - <u>Timing</u> lake profile data should be collected for at least one full year, with biweekly measurements during the growing season (approx. March early November for many lakes) and monthly measurements during the remainder of the year (approximately late November March).
 - <u>Location</u> for most lakes, profile measurements can be taken at one location at the deepest point in the lake. For larger, or more complex lake systems, two or more profile monitoring locations may be appropriate.
 - <u>Depths</u> profile measurements should be collected at each meter down through
 the entire water column unless the lake depth is greater than 20 meters, in which
 case measurements in the hypolimnion may be taken every two to five meters
 down to one meter above the lake bottom, depending on the depth of the lake.
 (Note: profile measurements should be taken at the same depths during both the
 mixed and stratified periods).
 - <u>Parameters</u> profile monitoring should include the following parameters:
 - o <u>Temperature</u>
 - Dissolved oxygen
 - o <u>pH</u>
 - o **Conductivity**
 - o Secchi depth should also be measured at every sampling event.
- ii. Monitoring results describe the results and significance of water quality profile monitoring; provide data tables and graphs where appropriate. In particular, describe the timing and strength of lake stratification and associated anoxia in the hypolimnion.
- c. Lake water quality sampling Lab samples
 - i. Monitoring methods describe the methods used to collect and analyze water samples from the lake.
 - Timing lake samples should be collected every month for at least one full year.
 - <u>Location</u> sampling should be performed at one location in the deepest point of the lake, unless the lake is large or complex.
 - <u>Depths</u> at a minimum, discrete samples of the epilimnion and hypolimnion should be collected from one meter deep and from one meter above the lake bottom. In addition, during the stratified period, a sample should be taken from the metalimnion. For lakes greater than 20 meters deep, at least one additional epilimnion sample and one or more additional hypolimnion samples should be taken at depths that will help characterize the conditions throughout the lake water column.

- In some cases, (funding or comparability with past data) the discrete epilimnion samples may be composited into a single sample and the hypolimnion samples may be composited into a second sample, provided that the samples from discrete depths that will be composited are spaced so as to be representative of the entire epilimnion and the entire hypolimnion, respectively. During the stratified period, a separate discrete or composited metalimnion sample should also be collected.
- Parameters Lake monitoring should include the following parameters:
 - o Phosphorus (TP and SRP)
 - Nitrogen (ammonium (NH4) and nitrate-nitrite (NO3 NO2 or total persulfate N)
 - <u>Chlorophyll a/Phaeophytin</u> (discrete samples should be collected from 1 meter deep and from the metalimnion, no hypolimnion samples necessary)
- ii. Monitoring results describe the results and significance of lake water quality monitoring; provide data tables and graphs where appropriate. Part of the description of water quality sampling results should address phosphorus versus nitrogen limitation (or other environmental limiters) throughout the year in the production of algae in the lake.
- d. Stream water quality sampling Lab samples and field measurements
 - i. Monitoring methods describe the methods used to collect (typically grab samples) and analyze water samples from inflowing streams. The lake outflow does not need to be sampled because the results are normally very similar to the near-surface lake samples.
 - <u>Timing</u> inflow stream grab samples should be collected at regular intervals (at least monthly) during the portion of the year when the streams are flowing. In addition, grab samples during periods of storm flows are recommended to help characterize the impacts of peak flows on the lake.
 - <u>Location</u> stream sampling should be conducted in each significant inflowing stream at one location that corresponds with the location used to measure the velocity and cross section for stream flows. Samples should be taken from the center of each stream at wrist depth.
 - Parameters stream monitoring should include the following parameters:
 - Phosphorus (TP and SRP)
 - Temperature
 - Dissolved oxygen
 - \circ pH
 - <u>Conductivity</u> (all measured with a field probe in the same location as water samples were collected)

ii. Monitoring results – describe the results and significance of stream water quality monitoring; provide data tables and graphs where appropriate.

e. Phytoplankton sampling

- i. Monitoring methods describe the methods used to collect and analyze phytoplankton in the lake.
 - <u>Timing</u> phytoplankton samples should be collected monthly during the growing season from March through October (or over a longer period if the lake is known to produce algal blooms outside of this period). During algal blooms, shoreline grab samples may also be taken to augment monthly sampling.
 - <u>Location</u> sampling should be performed at one location in the deepest point of the lake, provided that additional shoreline grab samples may be collected during algal blooms.
 - <u>Sample depths</u> discrete samples should be collected from one meter deep and from the metalimnion (no samples from the hypolimnion); alternatively, discrete samples may be collected from multiple depths within the photic zone and composited into one sample.

Parameters –

- Species present identification to specie (where possible), genus or division of the phytoplankton found in the sample.
- <u>Concentration</u> counts of numbers of individual cells or colonies per liter of each algal specie/genus/division identified in the sample.
- ii. Monitoring results –describe the results and significance of phytoplankton sampling; provide data tables and graphs where appropriate.

f. Zooplankton sampling

- Monitoring methods describe the methods used to collect and analyze zooplankton in the lake.
 - <u>Timing</u> zooplankton samples should be collected monthly during the growing season from March through October.
 - <u>Location</u> sampling should be performed at one location in the deepest point of the lake.
 - Sample depth a single zooplankton sample should be collected by a continuous net tow (80 μ net) from one meter above the lake bottom to the lake surface.

Parameters

- Species present identification to specie, genus or division (whichever is appropriate) of the zooplankton found in the sample.
- <u>Concentration</u> counts of numbers of individuals per liter of each zooplankton specie/genus/division identified in the sample.

- ii. Monitoring results –describe the results and significance of zooplankton sampling; provide data tables and graphs where appropriate.
- g. Waterfowl survey record the types and number of waterfowl observed on the lake; weekly early morning and/or early evening observations should be conducted; provide average monthly waterfowl usage.

The following tasks may be performed in a subsequent year and/or a subsequent grant:

- h. Vegetation surveys provide maps where appropriate.
 - i. <u>Submersed plants</u> explain the sampling/observation methods used and describe the plant species present and percent cover or relative density of plant species or groups of species that grow primarily underwater within the lake; indicate native versus invasive species.
 - ii. <u>Emergent plants</u> explain the sampling/observation methods used and describe the plant species present and percent cover or relative density of plant species or groups of species that grow primarily above the water of the lake; indicate native versus invasive species.
 - iii. Shoreline plants explain the sampling/observation methods used and describe the plant types (tree/shrub/herb/lawn) present and the percent cover or relative density of plant types around the lake shore; indicate native versus invasive species.
- i. Shoreline modification survey conduct a survey of the lake shore to determine the length or percent of the shoreline that has been modified with bulkheads, fill, or other changes to the natural shoreline.
- j. Lake sediment sampling
 - i. Monitoring methods describe the methods used to collect and analyze sediment cores from the lake bottom.
 - <u>Location</u> one sediment core should be taken from the deepest portion of the lake; in addition, at least one sediment core should be collected from a site closer to the shore, representing the mid-depth littoral area; depending on the size and complexity of the lake, additional cores may be warranted.
 - <u>Depths</u> sediment cores should be at least 30 cm in length and should be segmented by the lab into 5 cm thick sections for analysis.
 - <u>Parameters</u> sediment core sections should be analyzed for the following parameters:

- TP, Loosely sorbed P, Fe-P, Al-P, Ca-P, Org P, Biogenic P, Total Calcium, Total Fe, Total Al, % water, % solid
- ii. Monitoring results describe the results and significance of the sediment core analyses, including the changes in phosphorus concentrations with depth (back in time); provide data tables and graphs where appropriate.

The following elements of the plan may be completed under a subsequent grant if necessary or may be completed by limnology graduate students as part of their graduate work:

H. Hydrologic Budget

- a. Description of water budget components describe how each of the components of the lake water budget were derived for the monitoring year (either through direct measurement, estimations, or calculations of unmonitored components). If the monitoring year was unusually wet or dry, explain how that may have affected water quality conditions in the lake.
- b. Inflows describe the inflow side of the water budget and the significance of the components to conditions in the lake; provide graphs, charts, and data tables as appropriate. Inflows should include the following components:
 - stream/inlet flows
 - surface runoff and shallow groundwater inflows (This is water that runs off directly into the lake from surrounding properties, either over the surface or just underground, without flowing through monitored streams. This is typically estimated from land use runoff tables.)
 - precipitation
 - groundwater inputs
- c. Outflows describe the outflow side of the water budget and the significance of the components to conditions in the lake; describe the residence time of water entering and leaving the lake; provide graphs, charts, and data tables as appropriate. Outflows should include the following components:
 - lake outlet flows
 - evaporation
 - groundwater losses (these outflows are normally calculated as the remaining unknown portion of the water budget)
- I. Nutrient Budget and Phosphorus Model

Notes: In almost all cases, the lake nutrient budget will focus on phosphorus because phosphorus is the nutrient that drives production of toxic cyanobacteria. Even if algal production is limited by nitrogen or other factors during much of the year, reduction of phosphorus will be the primary mechanism for controlling toxic blooms.

- a. External phosphorus loading describe and quantify the sources of phosphorus entering the lake; provide data tables and graphs as appropriate. For a phosphorus budget, external loading from individual sources should be summarized for the entire year. External loading should include the following components:
 - inlet streams (calculated from measured stream flows and water sample results; results should be provided for individual streams or reaches of streams if data are available)
 - direct precipitation on the lake surface
 - surface runoff and shallow groundwater (normally estimated)
 - groundwater (unless groundwater flows and nutrient concentrations were actually measured, this component is normally calculated as the remaining unknown portion of phosphorus loading)
 - other sources characterize and quantify other specific sources of phosphorus that contribute to the external loading components described above, including estimates of loading from septic systems based on the density and age of systems and topography surrounding the lake, waterfowl around the lake, pet waste in the watershed, fish stocked in the lake, and unique land uses (such as livestock or other farm, commercial or industrial land uses) that may be particular sources of nutrients.
 - b. Internal phosphorus loading describe and quantify the amount of phosphorus entering the lake from the lake sediments; provide data tables and graphs as appropriate. The release of phosphorus from lake sediments should be calculated from the results of the sediment cores and the variations in hypolimnetic phosphorus concentrations throughout the year. For a phosphorus budget, internal loading from the sediments should be summarized for the entire year.
 - c. Phosphorus model the purpose of a phosphorus model is to quantify the changes in phosphorus mass and concentration within the lake (or ideally within the epilimnion and hypolimnion) throughout the year and to evaluate the effects of various algae control methods on phosphorus concentrations in the lake. The phosphorus model may be a simple spreadsheet or a more sophisticated construct.
 - i. Model description describe the phosphorus model developed for this lake; the model should produce calculations of phosphorus concentrations and the changes in phosphorus mass in the lake for each month (or at more frequent time steps if data are available) and should be summarized for the stratified period and the mixed period of the year. Where possible, the model should look at phosphorus concentrations in both the epilimnion and hypolimnion layers. In addition to external and internal phosphorus loading, the model should take into consideration the movements (flux) of phosphorus through sediment release,

- sedimentation, and lake outlet outflow. Diffusion and entrainment are two other movements of phosphorus that may be estimated if the model is set up to calculate the flux between the epilimnion and hypolimnion.
- ii. Model results describe the results of the phosphorus model in replicating the actual changes in phosphorus concentrations measured throughout the year and any calibrations that were needed to improve the model. Also, describe the impacts of various algae control methods on future phosphorus concentrations in the lake as predicted by the model. The model should look at the impacts in the first year after implementation as well as at the potential impacts several years later.
- J. Management Methods for Cyanobacteria Control and Lake Restoration
 - a. Direct Algae Control Methods describe common methods of direct algae control, including algaecides and physical inhibitors.
 - b. Internal Loading Control Methods describe common methods of internal loading control, including dredging, artificial circulation (aeration), hypolimnetic aeration, hypolimnetic withdrawal, iron application, alum treatment, lanthanum treatment, etc.
 - c. External Loading Control Methods describe common methods of external loading control, including: landowner and public agency BMPs, aeration, mechanical mixing, alum injection, wetland treatment, floating treatment wetlands, biomanipulation of foodweb, etc. You may consider reviewing this document Examples of Control Methods (http://www.globalhab.info/files/Cyano_mitigation_GlobalHAB2019.pdf)
- K. Management/Restoration Methods Rejected *list cyanobacteria control/lake* restoration methods rejected and explain why these methods are inappropriate for your lake.
- L. Recommended Management/Lake Restoration Plan describe the individual elements of the recommended lake restoration plan; for each element address:
 - how this element will be implemented in your lake;
 - the timing of implementation;
 - the costs of implementation and maintenance;
 - the estimated effectiveness and longevity;
 - the potential adverse effects on zooplankton, fish and wildlife; and
 - the potential impacts on residents, lake users, and the downstream watershed.

- M. Future Monitoring and Adaptive Management
 - a. Evaluation describe what methods will be used to evaluate the success of the Recommended Management/Lake Restoration Plan, including:
 - water quality monitoring;
 - progress in implementing each element of the plan;
 - costs of implementation and maintenance; and
 - adverse impacts of the implemented methods.
 - b. Adaptive changes describe the process for considering changes to the Management/Lake Restoration Plan in light of new monitoring results or plan progress.
- N. Funding Strategy describe the sources of funding to be used to implement the Management/Lake Restoration Plan and to track changes in water quality conditions.
- O. Roles and Responsibilities describe what agencies and/or groups or individuals that will be responsible for implementing the plan and monitoring progress.
- P. References



Staff Report

May 17, 2021 Council Workshop

Six-Year Transportation Improvement Program Presenter: James Carothers, Engineering Manager

Time Estimate: 10 minutes

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

BACKGROUND: The Six Year Transportation Improvement Program, also known as the Six Year Street Plan, is updated each year prior to commencement of the Washington State fiscal year of July 1 per the requirements of the Revised Code of Washington (RCW) 35.77.010. This year's program is for calendar years 2022 through 2027. Projects that have obligated (committed) construction funding are pulled from the list each year.

SUMMARY: In accordance with the RCW, the purpose of the Plan is to assure that each city shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program. Most of the projects on the list do not currently have a funding source. The project list is much larger than available funding sources. Some grant sources require a project to be on the agency's 6 Year Street Plan to be eligible for funding. Typically, the priority number assigned is only for broader community planning purposes and is not necessarily of importance for reasons of timing or eligibility of funding.

Staff is proposing only minor changes to the 2021 through 2026 plan from last year. The main changes on the attached draft are as follows:

- NW 38th Avenue from Parker Street to Grass Valley Park received grant funding for construction and has been moved from priority 3 to priority 1.
- The NW Brady and Grand Ridge Intersection Improvements Project is funded in the Camas 2021 budget and has been pulled from the list.

The plan consists of the list, map and appendices. The drafts are attached to this agenda item. The public hearing for this plan is scheduled for June 7 and resolution adoption is slated for the June 21 meeting.

EQUITY CONSIDERATIONS:

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

This workshop item is an introduction to this year's plan in anticipation of a June 7, 2021 Public Hearing and adoption of the Resolution by Council on June 21, 2021.

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

N/A

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

This plan is being posted on the website and there is an upcoming Public Hearing. Public comments will be provided to Council for consideration.

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

This plan allows projects to be eligible for various grants. These grants benefit all citizens in general by providing completed projects with sources that offset local funding.

What are the strategies to mitigate any unintended consequences?

N/A

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

No.

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

There are many projects in this plan that include ADA accessibility enhancements.

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

None.

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

After a public hearing, this plan is to be adopted by Council Resolution.

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

Projects in the comprehensive plan are included in the Six Year Street Plan.

BUDGET IMPACT: This agenda item is budget neutral.

RECOMMENDATION: Staff recommends that Council provide comments about this plan. Staff will bring this plan back for a Public Hearing on June 7, 2021.

Washington State Department of Transportation

Agency: City of Camas

Co. No.: 06 Co. Name: Clark Co. City No.: 0145 MPO/RTPO: RTC

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Six Year Transportation Improvement Program

 FROM:
 2022
 TO:
 2027

 Hearing Date:
 6/7/2021
 Adoption Date:
 6/21/2021

 Amend Date:
 Resolution No:

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1		F. Project Description G. Structure ID	4	5	6	7	8	9	10	11 12	13	14	15	16	17	18	19	20	21
		NW 38th Avenue NW Parker to Grass Valley Park		-		·	RW CN	2/1/2022 4/1/2024	STBG	478 1436		335 5164	813	600	213	5600	1000		
16	1	from: to: Widening, bike lanes, pedestrian access	03	S	0.45						1							CE	YES
							Totals	_		1914	0	5499		600		5600			
16	2	SR-500 (Everett St./Rd.) NW Lake Rd. to SE 4th St. from: to: Widen with bike lanes, sidewalks, illumination, bridge replacement	03	P	1.08		ALL	6/1/2023					45700		1000	2000	42700		
							Totals		C	0	0	0	45700	0	1000	2000	42700		
16	3	New North Shore E/W Arterial NE 14th St. to Everett Rd. from: to: New construction Includes Critical Areas and Alignment Investigation	01	Р	2.00		ALL	6/1/2024		0	0		16300	0	0	2000	14300		
							ALL	1/1/2022			T	T .	300	50		50	150		
14	4	ADA Access Upgrades from: Citywide to: (Ongoing)	28	P	0.00														
							Totals		C	0	0	C		50	50	50	150		
17	5	NE Goodwin Road @ NE Ingle Rd. from: to: Traffic signal	15	Р	00		ALL	1/1/2022					380	380					
							Totals		C	0	0	0	380	380	0	0	0		
00	6	NE 9th Street NE 232nd Ave. to NE 242nd Ave. from: to: New construction Includes Critical Areas and Alignment Investigation	15	P	0.50		PE	6/1/2025					227				227		
							Totals		C	0	0	0	227	0	0	0	227		

Report Date: 4/29/2021

Page 1 of 9

DRAFT

FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

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16	7	Lake Road NW Lacamas Lane to Lacamas Lake Lodge from: to: Widening, sidewalk	03	P	0.45		ALL	6/1/2024	0	0) (3475	0	0	3475	0	
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16	8	NW Lake Road @ NW Sierra St. from: to: Traffic signal	24	P	00		Totals	17172024	0	0		0) (0	0			
							ALL	1/1/2024					, (260		0	60	200	
16	Q	NW 18th Ave., et al. Path NW Astor to NW 16th, include NW Hood from: to: Pedestrian Path	28	Р	0.40														
							Totals		0	0		C) (0	0	60		
17	10	NE Goodwin Road/28th Street NW Camas Meadows Dr. to NE 232nd Ave. from: to: Widen to 5 lanes with bike lanes, sidewalk west of Ingle Widen to 3 lanes with bike lanes, sidewalk east of Ingle	15	P	1.72		ALL	1/1/2025						21670				21670	
							Totals		0	0		C) (0	0	0	21670	
16		Crown Road from: SE 23rd St. to NE 3rd Ave. Multimodal, turn lanes and intersection improvements	04	P	1.3		ALL	1/1/2025						12360				12360	
							Totals	I	0			C) (0	0	0	12360	
12	12	from: to: Widen to 4 lanes NOTE: PE phase began 1/2006	03	P	2.25		ALL	1/1/2025			WSDOT	35000		35000				35000	
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Page 2 of 9 Report Date: 4/29/2021

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FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16 17	18	19	20 21
17	13	Bybee Road Realignment SE 15th St. to SE 20th St. from: to: New construction	01	P	0.05		Totals	1/1/2024		0 0		0	0 0	1755		1755		
14	14	NW/NE 6th Avenue Corridor Improvements NW Norwood to NE Garfield from: to: Access and multimodal upgrades	24	P	1.70		ALL	1/1/2024						1000		1000		
00	15	North Dwyer Creek Master Plan Street "B" NW Friberg St./Strunk to NW Larkspur St. from: to: New construction	15	P	0.90		Totals PE Totals	1/1/2027		0 0		0	0	5	0 0		5	
00	16	NW Payne Street NW Lake Rd. to NW Camas Meadows Dr. from: to: Widening, bike lanes, sidewalk	03	Р	0.40		PE Totals	1/1/2027		0 0		0	0 0	5	0 0		5	
17	17	NW 23rd Avenue Nw Astor to NW Sierra from: to: Widening, sidewalk	04	P	0.23		ALL	1/1/2025						560			560	
00	18	North Dwyer Creek Master Plan Street "A" NW Lake Rd. to NW Camas Meadows Dr. from: to: New construction	15	P	0.64		Totals PE Totals	1/1/2026		0 0		0		5	0 0		560	

Report Date: 4/29/2021

Page 3 of 9

DRAFT

FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20 21
17	19	NW Leadbetter Drive NW Lake Rd. to NW Fremont St. from: to: Sidewalk	28	P	0.15		CN Totals	1/1/2025	0	0) 0) 66	0	0		0 66	
							ALL	6/1/2025						170				170	
17		NE 28th Street & NE 232nd Avenue from: to: Intersection improvements	24	P	0.00														
							Totals		0	0		C) 0	170	0	C)	0 170	
16	21	Brady Road McIntosh to West City Limits from: to: Bike & Pedestrian Improvements	04	P	.50		PE Totals	1/1/2025	0	0) 0	5	0	(0 5	
							PE	1/1/2025		I	1			135				135	
17	22	NW Astor Street/NW 11th Avenue NW 16th Ave. to McIntosh Rd. from: to: Widening, bike lanes, sidewalk	03	P	0.62		RW CN	1/1/2026 6/1/2027						135 2120				135 2120	
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16		NW 18th Avenue, et al NW Astor to NW 16th, include NW Hood from: to: Widen curb, sidewalk	03	P	0.51		PE	1/1/2025						5				5	
							Totals		0	0		() 0	5	0	()	0 5	
16	24	NW 18th Avenue NW Whitman St. to NW Brady Rd. from: to: New construction with bike lanes	01	P	0.26		PE	1/1/2025						5				5	
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Report Date: 4/29/2021

Page 4 of 9

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FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

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16	25	NW 18th Avenue NW Whitman St. to West City Limits from: to: Widening, bike lanes	03	P	0.40			2, 1, 2020												
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		NE 43rd Avenue					ALL	1/1/2027						2190				21	.90	
		INE 451th Avenue																		
17	26	from: SR-500 to: East City Limits Widen to 3 lanes with bike lanes, sidewalk	03	P	0.36															
							Totals	_	0	()	C) (2190	(0 0		0 21	.90	
		NW 43rd/NW Astor - NW Sierra to NW 38th Impr.					PE	1/1/2027						5					5	
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		NE 28th to NE 9th St.																		
		from: to:																		
17	28	Widen to 3 lanes with bike lanes, sidewalk	15	P	0.97			ı	ı	ı	1	ı	1	'		1 1		ı		
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		NW McIntosh Road					PE	1/1/2027						5					5	
		NW Brady Rd. to NW 11th Ave.																		
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17	29	Widening, bike lanes, sidewalk	15	P	1.2			•	'	•	'	•	•			'		•		
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		NE Woodburn Drive					ALL	1/1/2027						0340				63	940	
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Report Date: 4/29/2021

Page 5 of 9

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FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

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Cla	quir	A. Pin/Project No. B. STIP ID	nent		ıgth	səpc	ase				Fund Source	Information			Exper	nditure Schedule	(Loca	l Agency)	Projec	ets Only
Functional	Priority Nu	C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID	Improveme Type(s)	Status	Total Le	Utility C	Project Pha	Phase Start (yyyy)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
07		SE 15th Street/Nourse Road from: Camas High School to: NE 283rd Ave. Widen to 3 lanes with bike lanes, sidewalk	15	P	0.59		PE Totals	1/1/2027	0				0 0	5	(0 0		0 5		
00	32	NE 18th Street NE 192nd Ave. to NE Goodwin Rd. from: to: New construction (potential alternate alignment)	15	P	0.67		PE	1/1/2027	0				0 0	5	(0 0		0 5		
17	33	NE 28th Street NE 232nd Ave. to NE 242nd Ave. from: to: Widen to 3 lanes with bike lanes	15	P	0.50		PE	1/1/2027	Ü				0 0	5				0 5		
16	34	NW Camas Meadows Drive NE 13th St. to NE 18th St. from: to: New construction (potential alternate alignment)	15	P	0.20		PE	1/1/2027						5				5	3	
							Totals	C/1/2027	0	C C		(0 (5	(0		0 5		
00	35	NE 242nd Avenue NE 28th St. to NE 9th St. from: to: Widen to 3 lanes with bike lanes, sidewalk	15	P	0.70		PE Totals	6/1/2027	0				0 0) 5		0 0		0 5		
19	36	NW Maryland Street NW 19th to NW 24th from: to: New construction	01	P	0.25		ALL	6/1/2027						280				280		
							Totals		0	(0 (280	(0 0		0 280	5	
		•	•	-	-	-	-												_	

Report Date: 4/29/2021

Page 6 of 9

37

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TO: 2027 FROM: 2022 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

S 5	Project Identification		<u> </u>		Т	1			Project Costs in Th	nousands of Dollar	rs		T					Federall	y Funded
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1 2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
19 37	NE Nevada Street NE 3rd to NE 6th from: to: Reconstruct	04	Р	0.17		ALL	6/1/2027		0 0) 0	280				280		
						ALL	1/1/2027					T	350		T	, ,	350		
00 38	NE Goodwin Road @ NW Camas Meadows Drive from: to: Traffic signal	24	P	00			1,1,202,												
						Totals	1 /1 /2 025		0 0	Ι	C) 0	350	C	0	0	350		
16 39	NW Pacific Rim @ Parker Street from: to: Traffic signal	15	P	00		PE	1/1/2027						5				5		
					1	Totals	6/1/2027		0 0	<u> </u>	()) 0	5	0	0	0	5		
17 40	NE Ingle Road-NE Goodwin to N City Limits Goodwin to N City Limits from: to: widen to 3 lanes with bike lanes, sidewalk	03	Р	1.30		r L	6/1/2027						5				5		
					1	Totals	6/1/2027	<u> </u>	0	<u> </u>	() 0	5	0	0	0	5		
00 41	NE Ingle Road Extension Goodwin to 232nd Ave from: to: New construction	15	Р	1.00			0/1/2027		0 0				5	0			5		
					1	Totals PE	1/1/2027	·	<u> </u>			0	5 5	0	0	, 0	5		
16 42	SR-500 @ Leadbetter Road from: to: Access Control	15	P	00			1/1/2027										5		
						Totals		(0 0		0	0	5	0	0	0	5		

Report Date: 4/29/2021

Page 7 of 9

DRAFT

FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Resolution No: Amend Date:

S	÷.	Project Identification			<u> </u>		T]	Project Costs in Tl	nousands of Dolla	rs							Federally Funded
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Functional	Priority Nu	 C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description G. Structure ID 	Improvemer Type(s)	Status	Total Ler	Utility Co	Project Pha	Phase Start (yyyy)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th thru 6th	Envir. R/W Type Required
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20 21
16	43	SR-500 @ New E/W Arterial from: to: Intersection improvements	15	Р	00		PE	6/1/2027						5				5	
							Totals		0	0		() 0	5	0	()	0 5	
16	44	NE 28th Street @ 242nd Avenue from: to:	15	P	00		PE	6/1/2027						5				5	
10	44	Intersection improvements					Totals		0	0		() 0	5	0)	0 5	
16	45	SR-500 @ NE 14th Ave. from: to: Controlled Access	24	P	00		PE	6/1/2027						5				5	
							Totals		0	0	T	(0	5	0	()	0 5	
00	46	NE 232nd Avenue @ Ingle Extension from: to: Roundabout	15	P	00		PE	6/1/2027						5				5	
							Totals		0	0		() 0	. 5	0)	0 5	
		Pavement Treatments (maintenance & preservation)					CN	6/1/2022						4200	700	700	_	2100	
00	47	from: to: Overlays, surface treatments	47	P	00			l	l	l	l	l	1				1	1	
					1		Totals	1 /1 /0000	CDRC			(0						
		Reconstructs					ALL	1/1/2022	CDBG	250				1500	250	250	25	750	
00	48	from: Citywide to:	04	Р	00			I	l	I	l	I	I	 			I	1	
							Totals		C	250		() 0	1500	250	250) 25	750	

Report Date: 4/29/2021 Page 8 of 9

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FROM: 2022 TO: 2027 6/7/2021 Adoption Date: 6/21/2021 Hearing Date: Amend Date: Resolution No:

SS	er	Project Identification								Project Costs in T	housands of Dollar	rs							Federal	ly Funded
Cla	Numbe	A. Pin/Project No. B. STIP ID	ment s)	50	ngth	Codes	ase				Fund Source	Information			Expen	nditure Schedule	(Local A	Agency)	Projec	ets Only
Functional	Priority N	C. Project TitleD. Road Name or NumberE. Begin & End TerminiF. Project DescriptionG. Structure ID	Improveme Type(s)	Status	Total Leı	Utility C	Project Ph	Phase Start (yyyy)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th thru 6th	Envir. Type	R/W Required
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
00	49	Sidewalk Projects from: to: Sidewalk installations Citywide, including curb ramps	28	P	00		ALL	1/1/2022						150	25		25	, , , , , , , , , , , , , , , , , , , ,		
			28	P	00		Totals ALL	1/1/202	((1) <u>(</u>) T	C) (200	25	5 25	25			
0	50	Shared Path Improvements Citywide from: to:	28	r	00			1/1/2024									<i>3</i> (
							Totals	_	() ()	C) (200	0	0	50	150		
00	51	Safety Projects from: to: Future safety projects Includes traffic revisions, NW Fargo Curve Safety Analysis	21	P	00		ALL	1/1/2022						300	50	50	50	150		
1							Totals		() ()	C) (300	50	50	5() 150		

Report Date: 4/29/2021

Page 9 of 9

Item 2.

\(\begin{array}{c} \begin{array}{c} \begin{array} \begin{array}{c} \begin{array}{c} \begin{array}{c} \begin{

City of Camas 2022 – 2027 Six Year Street Priorities

- 1 NW 38th Ave (Ph 3)
- 2 SR 500 (Everett St/Rd)
- North Shore East/West Arterial
- 4 ADA Access Upgrades Citywide
- 5 NE Goodwin Road / Ingle Rd Signal
- (4)

- NE 9th St
- NW Lake Rd.
- 8 Lake Rd. & NW Sierra St. Signal
 - 16th Ave/ Hood / 18th Ave Path
- 10 NE Goodwin Rd/28th St
- 11 SE Crown Rd
- 12 SR 14 West Camas Slough Bridge
- 13 Bybee Rd
- 14 NW/NE 6th Ave Corridor Imp
- 15 Street "B" (North Dwyer Creek Area)
- 16 NW Payne St.
- 17 NW 23rd Ave
- 18 Street "A" (North Dwyer Creek Area)
- 19 NW Leadbetter Dr Path
- 20 NE 28th St & NE 232nd Ave Intersection Imp.
- 21 NW Brady Rd Ped & Bike Improvements
- 22 NW Astor St.
- 23 NW 16th Ave/Hood/18th Ave
- 24 NW 18th Ave
- 25 NW 18th Ave/Payne Rd
- 26 NE 43rd Ave
- 27 NW Astor St. /43rd Ave
- 28 NE 232nd Ave
- 29 NW McIntosh Rd
- 30 NW Woodburn Dr.
- 31 SE 15th St./Norse Rd
- 32 NE 18th St (192nd to Goodwin)
- 33 NE 28th St
- 34 NW Camas Meadows Dr (West)
- **35** NE 242nd Ave
- 36 NW Maryland St
- 37 NE Nevada St.
- 38 NE Goodwin / Camas Meadows Signal
- 39 NW Pacific Rim / Parker St. Signal
- 40 NE Ingle Rd



Appendices

Six Year Form Coding Instructions

Heading

Agency Enter name of the sponsoring agency.

County No. Enter the assigned number (see LAG Appendix 21.44). City No. Enter the assigned number (see LAG Appendix 21.45).

MPO/RTPO Enter the name of the associated MPO (if located within urbanized area) or

RTPO (if located in a rural area).

Hearing Date Enter the date of the public hearing.

Adoption Date Enter the date this program was adopted by council or commission.

Resolution No. Enter Legislative Authority resolution number (if applicable.)

Amendment Date Enter the date this program was amended by council or commission.

Column Number

1. **Functional Classification**. Enter the appropriate 2-digit code denoting the Federal Functional Classification. (*Note:* The Federal Functional Classification must be one approved by FHWA.)

Description

00- No Classification

Rural (< 5000 pop.)	Urban (> 5000 pop.)
01 - Interstate	11 - Interstate
02 - Principal Arterials	12 - Freeways & Expressways
06 - Minor Arterials	14 - Other Principal Arterials
07 - Major Collector	16 - Minor Arterial
08 - Minor Collector	17 - Collector
09 - Local Access	19 - Local Access

- 1. **Priority Numbers.** Enter local agency number identifying agency project priority (optional).
- 2. **Project Identification.** Enter (a) Federal Aid Number if previously assigned; (b) Bridge Number; (c) Project Title; (d) Street/Road Name or Number/Federal Route Number;
- (e) Beginning and Ending Termini (milepost or street names); and (f) Describe the Work to be Completed.
- 4. **Improvement Type Codes.** Enter the appropriate federal code number.

SEE APPENDIX A

- 5. **Funding Status.** Enter the funding status for the entire project or phase that describes the current status.
 - **S** Project is 'selected' by the appropriate selection body and funding has been secured by the lead agency.
 - **P** Project is subject to selection by an agency other than the lead and is listed for planning purposes. (Funding has *not* been determined.)
- 6. **Total Length.** Enter project length to the nearest hundredth (or code "**00**" if not applicable).
- 7. **Utility Code(s).** Enter the appropriate code letter(s) for the utilities that need to be relocated or are impacted by the construction project.

C - Cable TV G - Gas
O - Other P - Power
S - Sewer (other than agency-owned) T - Telephone
W - Water

- 8. **Project Phase.** Select the appropriate phase code of the project.
- **PE** Preliminary Engineering, including Design (or Planning)

RW - Right of Way or land acquisition

CN - Construction only (or transit planning or equipment purchase)

ALL - All Phases: from Preliminary Engineering through Construction

- 9. **Phase Start Date.** Enter the *month/day/year* in MM/DD/YY format that the selected phase of the project is *actually* expected to start.
- 10. **Federal Fund Code.** Enter the Federal Fund code from the table.

SEE APPENDIX C

- 11. **Federal Funds.** Enter the total federal cost (**in thousands**) of the phase regardless of when the funds will be spent.
- 12. **State Fund Code.** Enter the appropriate code for any of the listed state funds to be used on this project.

SEE APPENDIX C

- 13. **State Funds.** Enter all funds from the State Agencies (**in thousands**) of the phase regardless of when the funds will be spent.
- 14. **Local Funds.** Enter all the funds from Local Agencies (**in thousands**) of the phase regardless of when the funds will be spent.

- 15. **Total Funds.** Enter the sum of columns 10, 12, and 14. (Auto-calculation in the "STIP Too" program.)
- 16-19. Expenditure Schedule (1st, 2nd, 3rd, 4th thru 6th years). Enter the estimated expenditures (in thousands) of dollars by year. (For Local Agency use.)
- 20. **Environmental Data Type.** Enter the type of environmental assessment that will be required for this project. (This is *"required"* for *Federally funded projects*, but may be filled in for state or locally funded projects.)
 - EIS Environmental Impact Statement
 - EA Environmental Assessment
 - CE Categorical Exclusion
- 21. **R/W Certification.** Click **Y** if Right of Way acquisition is or will be required. If yes, enter R/W

Certification Date, if known. (This is "required" for Federally funded projects

APPENDIX A IMPROVEMENT TYPE CODES

01 **New Construction Roadway** 03 Reconstruction, Added Capacity 04 Reconstruction. No Added Capacity 05 4R Maintenance Resurfacing 4R Maintenance - Restoration & Rehabilitation 06 07 4R Maintenance - Relocation 80 Bridge, New Construction 10 Bridge Replacement, Added Capacity 11 Bridge Replacement, No Added Capacity 13 Bridge Rehabilitation, Added Capacity 14 Bridge Rehabilitation, No Added Capacity 15 Preliminary Engineering 16 Right of Way Construction Engineering 17 18 **Planning** 19 Research 20 **Environmental Only** 21 Safety 22 Rail/Highway Crossing 23 **Transit** 24 Traffic Management/Engineering - HOV 25 Vehicle Weight Enforcement Program 26 Ferry Boats 27 Administration 28 Facilities for Pedestrians and Bicycles 29 Acquisition of Scenic Easements and Scenic or Historic Sites 30 Scenic or Historic Highway Programs Landscaping and Other Scenic Beautification 31 32 Historic Preservation 33 Rehab & Operation of Historic Transp. Buildings, Structures, Facilities 34 Preservation of Abandoned Railway Corridors 35 Control and Removal of Outdoor Advertising 36 Archaeological Planning & Research Mitigation of Water Pollution due to Highway Runoff 37 38 Safety and Education for Pedestrians/Bicyclists 39 Establishment of Transportation Museums 40 Special Bridge Youth Conservation Service 41 42 Training 43 Utilities 44 Other

45

47

Debt Service

Systematic Preventive Maintenance

APPENDIX B Void

APPENDIX C FEDERAL FUND CODES

5307 FTA Urbanized Area Formula Program

5309(Bus) FTA Bus and Bus Facilities

5309(FG) FTA Fixed Guideway Modernization

5309(NS) FTA New Starts

5310 FTA Elderly Persons and Persons with Disabilities

5311 FTA Rural Area Formula Grants

5316 FTA Job Access & Reverse Commute Program (JARC)

5317 FTA New Freedom Program

FTA Discretionary Discretionary Programs such as Alternatives Analysis (5339) and

TIGER Program

BIA Bureau of Indian Affairs

BR Bridge Replacement/Rehabilitation Program

CBI Coordinated Border Infrastructure

CDBG Community Development Block Grant (Dept. of Commerce)

CMAQ Congestion Mitigation and Air Quality

DEMO Demonstration Projects (High Priority, Sect. 112, 115, 117, 125 and 129)

Discretionary- FBD Ferry Boat Discretionary

Discretionary- IMD Interstate Maintenance Discretionary
Discretionary- ITS Intelligent Transportation Systems
Discretionary- PLH Public Lands Highways (Federal Lands)

Discretionary- SB Scenic Byways

Discretionary- STP Surface Transportation Priorities

Discretionary- TCSP Transportation, Community & System Preservation Program

DOD Department of Defense

FMSIB Freight Mobility Strategic Investment Board

IMInterstate MaintenanceIRRIndian Reservation RoadsNHSNational Highway SystemSRTSSafe Routes to Schools

STBG Surface Transportation Block Grant

STP Surface Transportation Program (WSDOT Use Only)

STP(E) Surface Trans. Program - Enhancements
STP(L) Surface Trans. Program - Legislative Earmarks

STP(S) Surface Trans. Program- Safety (Includes Highway) Safety Improvement

Program, Hazard Elimination, Railway/Highway Crossing Program and 2010-

15 County Road Safety Program)

STP(R) Surface Trans. Program - Rural Regionally Selected STP(U) Surface Trans. Program - Urban Regionally Selected

STATE FUND CODES

CRAB County Road Administration Board

CW Connecting Washington

FMSIB Freight Mobility Strategic Investment Board

PWTF Public Works Trust Fund SRTS Safe Routes to Schools

TIB Transportation Improvement Board TPP Transportation Partnerships Program

WSDOT WSDOT funds

OTHER Any other state funds not listed



Staff Report

May 17, 2021 Council Workshop

Professional Services Agreement with Merina +CO

Presenter: Nick Swinhart, Fire Chief

Time Estimate: 20 minutes

Phone	Email
360.817.1532	nswinhart@cityofcamas.us

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

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

EQUITY CONSIDERATIONS:

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

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

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

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

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

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

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

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

What are the strategies to mitigate any unintended consequences?

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

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

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

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

This item will not directly impact ADA accessibility.

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

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

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

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

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

Changing or modifying the cost-share formula of our service merger was recommended in the organizational scan conducted by the Novak Group. **BUDGET IMPACT:** Hiring Merina +CO to conduct the facilitated review will have a budgetary impact that can be accommodated by CWFD reserves. Changes in the cost-share formula could have future budgetary impacts in both cities.

RECOMMENDATION: Discussion with staff and representatives from Merina +CO. This contract is also on the May 17, 2021 Regular Agenda for Council's consideration.



CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue Camas, WA 98607

Project	No.	

JOINT FIRE AND EMS SERVICE REVIEW

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Merina+Co** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the Joint Fire and EMS Service Review.
- 2. <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>February 1, 2022</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 under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as Exhibit "A".
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

- d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.
- Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
- 6. <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 acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. <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;
 - Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 - 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
 - 3. <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.
 - Workers' Compensation coverage 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.

- i. <u>City Full Availability of Consultant Limits</u>. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 9. <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 bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 11. <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 Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
- 13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
- Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exlusion—Primary and Lower Tier Covered Transactions.
 - a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 - 7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - 8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 - 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.
 - Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or

- voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. <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.
- Assignment. The Consultant shall not sublet or assign any of the services covered by this
 agreement without the express written consent of the City.
- Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
- 18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

- 19. <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:

City Administrator City of Camas 616 NE 4th Avenue

Camas, WA 98607 PH: 360-834-6864

EMAIL: jfox@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Rob Moody, Partner Merina+Co 7624 SW Mohawk Street Tualatin, OR 97062 ADDRESS

PH: 503-730-2243

EMAIL: rmoody@merina.com

- 21. <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 herof and such other provisions shall remain in full force and effect.
- 22. <u>Arbitration Clause</u>. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

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

Governing Law. 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 counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this day of	, 2021.
CITY OF CAMAS:	CONSULTANT: Authorized Representative
Ву	Ву
Print Name	Print Name
Title	Title

EXHIBIT "A"

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

EXHIBIT "B" TITLE VI ASSURANCES

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

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

- 5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- 6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

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

MERINA+CO

April 21, 2021

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

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

Services to Be Performed

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

Phase 1: Project Initiation

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

Phase 2: Partnership Review and Analysis

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

Camas Washougal Fire Department April 21, 2021 Page 2

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

Phase 3: Reporting:

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

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

City's Responsibilities for This Engagement

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

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

MCO's Responsibilities for This Engagement

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

Fees/Time/Withdrawal

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

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

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

Camas Washougal Fire Department April 21, 2021 Page 3

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

Mediation/Arbitration

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

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

Conclusion

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

Robert G. Moody, Jr., Part 1er Merina+Co

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

Camas Washougal Fire Department

Printed Name:	 	
Title:	 	
Signature:	 	
Date:		



Staff Report

February 16, 2021 Council Workshop

Interlocal agreement renewal with East County Fire and Rescue

Presenter: Nick Swinhart, Fire Chief

Phone	Email
360.817.1532	nswinhart@cityofcamas.us

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

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

EQUITY CONSIDERATIONS:

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

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

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

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

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

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

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

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

What are the strategies to mitigate any unintended consequences?

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

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

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

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

Renewal of this ILA will not directly impact ADA accessibility.

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

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

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

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

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

N/A

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

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

EMERGENCY MEDICAL SERVICES AGREEMENT

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

RECITALS

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

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

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

2. **ADVISORY BOARD**. An Advisory Board is hereby created in which the City of Camas the City of Washougal, and ECFR shall each be represented by two (2) members consisting of one (1) member of its legislative body, and its fire chief or other person as may be designated by its chief executive officer. The Board shall adopt by-laws for the administration of said body, and a written copy thereof shall be provided to each Taxing District. Unless otherwise designated, all meetings of the board shall be held at the City of Camas. Regular meetings shall be held four times per year. Special meetings may be requested by any Taxing District upon timely notice to the Camas Fire Chief specifying the requested meeting date and the intended agenda for the meeting. Said Advisory Board shall recommend and formulate written guidelines regarding fee rates, level of ambulance services, support of Taxing District medical first response programs, and for improving and coordinating said service throughout the respective districts.

3. CONTRIBUTED FUNDS.

- 3.1. In consideration of the services to be rendered by the City of Camas pursuant to this Service Agreement, ECFR shall pay to the City of Camas each year during the term of this service Agreement all of its EMS property tax levy as collected and as limited by Chapter 84.55, RCW (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions). In no event shall ECFR levy at a rate less than authorized by chapter 84.55 RCW without the advance written consent of the City.
- 3.2. The City of Camas shall contribute all of its EMS property tax levy as collected and as limited by Chapter 84.55, Revised Code of Washington (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions).
- 3.3. The obligation of each Taxing District is contingent on the other Taxing Districts' obtaining all necessary voter approvals for their contributions
- 3.4. ECFR shall make such arrangement and do such other things as may be necessary so that the Clark County Treasurer's office shall remit all ECFR Emergency Medical Services levy funds directly to the City of Camas.
- 3.5. The City of Camas agrees that all funds received pursuant to this Service Agreement shall be deposited in the City of Camas Emergency Rescue Fund and shall be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, administrative costs, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical service.
- 4. OWNERSHIP OF PROPERTY. All equipment and supplies purchased by the City of Camas for purposes of performing its obligations under this agreement shall be owned by the City of Camas. Upon termination of this agreement by either Party, however, such equipment and supplies held by the terminating Party shall be the property of and remain with the terminating Party at the time of termination. In the event of dissolution of the emergency medical rescue and licensed ALS ambulance transport service created by this

2

67

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

DATED	:	, 2021	DATED:	, 2021
	CITY OF CAMAS		EAST COUNTY FIRE a	nd RESCE
By :			By :	
	Mayor		Chair of the Box	ard
Attest:				
	City Clerk			



Staff Report

May 17, 2021 Council Workshop

Fireworks ordinance discussion

Presenter: Nick Swinhart, Fire Chief, Ron Schumacher, Fire Marshal

Phone	Email
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BACKGROUND: Council has requested renewed discussion concerning the fireworks ordinance in the City of Camas.

SUMMARY: Fireworks regulations have changed several times over the years in Camas. Additionally, neighboring jurisdictions have also changed regulations in recent years. This discussion will review current regulations around Clark County and in the City of Camas. CWFD staff will be present to assist in the discussion.

EQUITY CONSIDERATIONS:

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

Council discussion of current fireworks regulations and what changes, if any, Council wishes to implement or change concerning fireworks sales and discharge

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

Concerning fireworks, data has not shown any notable increase in injuries or fires caused by fireworks discharge.

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

There has been no community outreach on this topic at this time, but Council has discussed fireworks at previous public meetings where there has been the opportunity for public comment.

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

There will be no groups who will benefit or be burdened by this discussion topic. If regulations are changed, there will be other impacts, which can be discussed at workshop.

What are the strategies to mitigate any unintended consequences?

N/A

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

N/A

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

N/A

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

This topic is for discussion only, thus there will be no hurdles encountered. If regulations are changed in the future, there will be political challenges that will be encountered.

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

N/A

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

This discussion topic does is not supported by any plan or goal.

BUDGET IMPACT: This discussion topic will have no budgetary impact

RECOMMENDATION: None. Discussion only.