



## City Council Regular Meeting Agenda Monday, May 03, 2021, 7:00 PM REMOTE MEETING PARTICIPATION

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

### **How to join meeting:**

#### **OPTION 1 -**

1. Go to [www.zoom.us](http://www.zoom.us)
  - Download the app
  - Or, click "Join A Meeting" and paste Meeting ID – 943 8187 1589
2. Or, from any device click <https://zoom.us/j/94381871589>
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 #943 8187 1589, and then ##

#### **For Public Comment:**

1. Click the raise hand icon in the app
  - By phone, hit \*9 to "raise your hand"
2. Or, email to [publiccomments@cityofcamas.us](mailto: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.*

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### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **PUBLIC COMMENTS**

### **CONSENT AGENDA**

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

1. [April 19, 2021 Camas City Council Workshop and Regular Meeting Minutes](#)

2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Memorandum of Understanding Camas School District Latecomer Agreement \(Submitted by Steve Wall, Public Works Director\)](#)
4. [Behavior Change Program on Pet Waste Interlocal Agreement \(Submitted by Steve Wall, Public Works Director\)](#)
5. [Final Plat Green Mtn. PRD Phase 2A \(Submitted by Robert Maul, Planning Manager\)](#)
6. [Change Order No. 1 2020 ADA Improvements \(Submitted by James Carothers, Engineering Manager\)](#)

#### **NON-AGENDA ITEMS**

7. Staff
8. Council

#### **MAYOR**

9. [Dementia Friends Month Proclamation](#)
10. [Public Service Recognition Week Proclamation](#)

#### **MEETING ITEMS**

11. [City of Camas Proclamation of Civil Emergency COVID-19](#)  
[Presenter: Jamal Fox, City Administrator](#)

#### **ITEMS REMOVED FROM THE AGENDA**

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

#### **PUBLIC COMMENTS**

#### **ADJOURNMENT**



**City Council Workshop Minutes - Draft**  
**Monday, April 19, 2021, 4:30 PM**  
**REMOTE MEETING PARTICIPATION**

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

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**SPECIAL MEETING**

**CALL TO ORDER**

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

**ROLL CALL**

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

Staff: Bernie Bacon, Phil Bourquin, James Carothers, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Shawn MacPherson, Chuck Nadgwick, Bryan Rachal, Heather Rowley, Denis Ryan, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record (at 5:00 p.m.)

**PUBLIC COMMENTS**

No one from the public wished to speak.

**WORKSHOP TOPICS**

1. Recognition of 25-Year Anniversary for Chuck Nadgwick, Police Sergeant  
Presenter: Mitch Lackey, Chief of Police

Chief Lackey presented Sergeant Nadgwick with his 25-year tenure pin.

2. Lake Road and Everett Street Overview Presentation  
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the Lake Road and Everett Street intersection improvements.

3. Memorandum of Understanding Regarding the Camas School District Latecomer Agreement  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the Camas School District Latecomer Agreement Memorandum of Understanding (MOU). This item will be placed on the May 3, 2021 Consent Agenda for Council's consideration.

4. Pet Waste Campaign Interlocal Agreement  
Presenter: Steve Wall, Public Works Director

Wall provided an overview of the Interlocal Agreement with Clark County and the Cities of Battle Ground and Washougal. This item will be placed on the May 3, 2021 Consent Agenda for Council's consideration.

5. 2021 Citywide Pavement Preservation Update  
Presenter: Denis Ryan, Public Works Operations Center

Ryan provided an overview of the 2021 Citywide Pavement Preservation status. Discussion ensued.

6. City Contract Discussion (Resolution No 16-009)  
Presenter: Jamal Fox, City Administrator and Cathy Huber Nickerson, Finance Director

Fox provided background on the contract authority discussion. Huber Nickerson provided an overview of the latest recommendation by the Finance Committee. Discussion ensued. This item was also placed on the April 19, 2021 Regular Meeting agenda for Council's consideration.

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

Fox stated that there were no updates.

## **COUNCIL COMMENTS AND REPORTS**

Roberts inquired about an update about the skate park maintenance and will attend the next Planning Commission meeting.

Chaney commented about the contract authority discussion.

Anderson attended the C-TRAN Board meeting, and will be serving on the County Charter Review Commission.

Burton congratulated Sergeant Nadgwick for his 25 years of service, commented about the Everett and Lake Road intersection improvements, and attended the National Main Street Conference.

Smith will attend the next Port of C-W Board meeting and attended the Chamber of Commerce meeting.



Carter attended the Finance Committee, Library Board of Trustees, and Ad Hoc Equity Commission meetings.

Hogan attended the Columbia River Economic Development Council (CREDC), Finance Committee, Ad Hoc Lacamas Lake Committee meetings, and the City's State Office of Auditor's (SAO) entrance conference. Hogan will attend the Department of Ecology public meeting about the Georgia-Pacific Mill Property, congratulated Sergeant Nadgwick for his 25 years of service and Council Member Anderson for his selection to the County's Charter Review Commission.

Mayor attended separate city staff meetings about; fireworks; the City's organizational scan meeting; police body-worn cameras; and the City's SAO entrance conference. Mayor stated that the City's Town Hall meeting will be June 14, 2021. Mayor met with a representative from Herrera-Butler's office about transportation and infrastructure. Mayor commended Parks & Recreation staff for their work on the City's and First Friday Easter events. Mayor announced that the City's new website is operational, the State of the City video is published, commented about the Lacamas Lake Ad Hoc Committee, and stated that the Camas Police Department is now open to finger-printing. Mayor announced that over 100 City of Camas Building Permits were issued in the first quarter of 2021.

## **PUBLIC COMMENTS**

No one from the public wished to speak.

Additional public comments received via [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us) are attached to these minutes.

## **ADJOURNMENT**

The meeting adjourned at 6:16 p.m.

**From:** Douglas Strabel <dstrabel@gmail.com>  
**Sent:** Monday, April 19, 2021 4:47 PM  
**To:** Public Comments  
**Subject:** Three (3) Items for the 4/019/2021 CITY COUNCIL MEETING

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

### Three (3) Items for the 4/019/2021 CITY COUNCIL MEETING:

**1.Resolution #1252 (dtd 02/2020) states Citizens/Taxpayers are currently NOT ALLOWED to engage in a conversation, ask questions and expect a response or debate of any type.**

There needs to be a Modification, Amendment or Repeal of Sec III Note E to thereby allow Conversation, Debate or Q&A.

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

There has been zero activity since April/May 2020.

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

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

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

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

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

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

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

**You have to ask for it to get it approved.**

*Item 1.*

Douglas Strabel

4307 NW Oregon St.  
Camas, WA



**City Council Regular Meeting Minutes - Draft**  
**Monday, April 19, 2021, 7:00 PM**  
**REMOTE MEETING PARTICIPATION**

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

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**SPECIAL MEETING**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

Staff: Bernie Bacon, Phil Bourquin, Sherry Coulter, Jamal Fox, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Shawn MacPherson, Randy Miller, Bryan Rachal, Heather Rowley, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

**PUBLIC COMMENTS**

No one from the public wished to speak.

**CONSENT AGENDA**

1. April 5, 2021 Camas City Council Workshop and Regular Meeting Minutes
2. \$1,010,970.55 Automated Clearing House and Claim Checks Numbered 147200-147338
3. \$119,684.00 March 2021 Emergency Medical Services (EMS) Write-off Billings; \$110,749.13 Monthly Uncollectable Balance of Medicare and Medicaid Accounts; \$8,934.87 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
4. Approve NE 3<sup>rd</sup> Avenue Bridge Memorandum of Understanding with Washougal (Submitted by James Carothers, Engineering Manager)

5. 2021 Equipment Surplus (Submitted by Denis Ryan, Public Works Operations Supervisor)
6. Professional Services Risk and Reliance Planning (submitted by Sam Adams, Utilities Manager)

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

## **NON-AGENDA ITEMS**

7. Staff

Fox stated that on April 20, 2021, the Planning Commission will be taking public comment about the Housing Action Plan. Fox commented about Covid-19.

8. Council

Roberts congratulated Sergeant Nadgwick for 25 years of service and commented about a resident email received.

Burton commented about the Engage Camas platform on the City website.

## **MAYOR**

9. Recognition of Sherry Coulter, Information Technology Director

Mayor commended Sherry for her 30 years of service at the City of Camas.

Mayor commented about Earth Day and encouraged all residents to do their part to recognize this important occasion.

## **MEETING ITEMS**

10. Public Hearing and Consideration for Ordinance 21-007 Amending the 2021 Budget  
Presenter: Cathy Huber Nickerson, Finance Director

Mayor McDonnell continued the Public Hearing from the April 5, 2021 Regular Meeting. No one from the public wished to speak. The Public Meeting closed at 7:12 p.m.

**It was moved by Carter, and seconded, that Ordinance No. 21-007 be read by title only. The motion carried unanimously.**

**It was moved by Burton, and seconded, that Ordinance No. 21-007 be adopted and published according to law. The motion carried by the following vote:**

**Carter – Yea**

**Roberts – Yea**  
**Chaney – Yea**  
**Hogan – Yea**  
**Smith – Yea**  
**Anderson – Yea**  
**Burton – Yea**

11. Council Direction for Resolution No. 16-009

Presenter: Jamal Fox, City Administrator and Cathy Huber Nickerson, Finance Director

MacPherson provided an introduction to the resolution. Discussion ensued.

**It was moved by Carter, and seconded, that Resolution No. 21-002 be read by title only. The motion carried unanimously.**

**It was moved by Carter, and seconded, that Resolution No. 21-002 with the submitted amending sub-paragraphs A, B, C and F of exhibit A to reflect a threshold of \$20,000, be adopted. The motion carried unanimously.**

12. City of Camas Proclamation of Civil Emergency COVID-19

Presenter: Jamal Fox, City Administrator

Fox provided an overview of the proclamation. Discussion ensued.

**It was moved by Chaney, and seconded, that the Mayor's Proclamation of Civil Emergency dated March 18, 2020, the Supplement dated April 15, 2020, and the Amendment dated June 16, 2020, be reaffirmed. The motion carried by six Yea votes and one Nay vote.**

## **PUBLIC COMMENTS**

Marilyn Roggenkamp, 373 NE Oak Street, Camas, commented about the City's Proclamation of Civil Emergency.

## **ADJOURNMENT**

The meeting adjourned at 7:29 p.m.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

LeAnne Bremer  
Miller Nash Graham & Dunn LLP  
Post Office Box 694  
Vancouver, Washington 98666

Grantor:	City of Camas, Washington
Grantee:	Camas School District No. 117; CJ Dens Lacamas II, LLC
Abbreviated Legal:	#29, #30, #45 SEC 34 T2N R3EWM; #80, #144 SEC 35 T2N R3EWM;
Assessor's Tax Parcel No.:	177905-000 and 986051-345 (City); 177906-000; 178172-000; 178236-000 (CJ Dens)
Other Reference No.:	Auditor's File No. 5612742

#### MEMORANDUM OF UNDERSTANDING

The City of Camas, Washington and the Camas School District No. 117 entered into a Latecomer Reimbursement Agreement dated May 29, 2019, and recorded on May 31, 2019, under Clark County Auditor's File No. 5612742 (Agreement).

The purpose of the Agreement is to reimburse the School District for water system facilities it constructed as described in Exhibit A to the Agreement (Facilities).

The Agreement encumbers property owned by CJ Dens Lacamas II, LLC (CJ Dens), commonly known as Tax Parcels 178236-00, 178172-000, and 177906-000. The Agreement also encumbers property formerly owned by CJ Dens that is now owned by the City of Camas, commonly known at Tax Parcels 177905-000 and 986051-345. Each of these properties are among the Benefitted Properties that will be served by the Facilities. This Memorandum of Understanding applies to the properties legally described in the attached Exhibit A.

The Agreement includes Exhibit C with the pro rata share of the cost of the Facilities to be assessed against the Benefitted Properties (Assessment).

MEMORANDUM OF UNDERSTANDING - 1

4816-0984-1887.5

The City acquired two parcels property from CJ Dens through the creation of a new parcel for a sewer pump station (Tax Parcel 986051-345), and the acquisition of a larger parcel through a boundary line adjustment for parks and open space (Tax Parcel 177905-000).

The City's acquisition of the two parcels affect the allocation of the Assessment against certain Benefitted Properties.

The parties to this Memorandum of Understanding agree that the new allocations to the following Benefitted Properties replace the allocation to these properties in **Exhibit C** to the Agreement:

Parcel No.	Revised Parcel Area	Revised Benefit Length (SQ RT AREA)	Revised %Total Benefit Length	Total Redistributed Cost Share
178236-000	493,970.00	702.8	6.13%	\$98,672.13
178172-000	694,346.00	833.3	7.26%	\$116,985.54
177906-000	973,130.00	986.5	8.6%	\$138,493.59
177905-000	1,423,976.00	1193.3	10.40%	\$167,531.15
986051-345	10,019.00	100.1	.87%	\$14,052.59
Total				\$535,735

The Total allocation to the above Benefitted Properties of \$535,735 is the same total allocation that was allocated to the Benefitted Properties in their prior configuration; there is no reduction in the amount of latecomer fees due and payable to the School District under the terms of the Agreement.

Except for the reallocation of the Assessment to the reconfigured Benefitted Properties described in this Memorandum of Understanding, as an update of **Exhibit C** to the Agreement, there are no other changes to the Agreement, and it remains in full force and effect according to its terms.

**City of Camas, Washington**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



**Camas School District No. 117**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CJ Dens Lacamas II, LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A****LEGAL DESCRIPTION OF PARCELS****Tax Parcel No. 177905-000 (City)**

BEING A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT WITH BRASS CAP MARKING THE NORTHEAST CORNER OF SECTION 34 AS SHOWN IN BOOK 39 OF SURVEYS, PAGE 173, CLARK COUNTY AUDITOR'S RECORDS;

THENCE SOUTH 00°15'46" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 34 FOR A DISTANCE OF 1319.52 FEET TO A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND THE POINT OF BEGINNING.

THENCE SOUTH 89°45'43" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, FOR A DISTANCE OF 1321.38 FEET TO A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF THE LAUGHLIN TRACT AS DESCRIBED IN BOOK Z OF DEED, PAGE 524, CLARK COUNTY AUDITOR'S RECORDS;

THENCE SOUTH 89°46'35" WEST, ALONG THE SOUTH LINE OF THE LAUGHLIN TRACT, FOR A DISTANCE OF 880.01 FEET TO A 1/2" IRON REBAR (SURVEY 39-173) AT THE NORTHEAST CORNER OF PARCEL I OF THE MILLS TRACT AS DESCRIBED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER 8208200027;

THENCE SOUTH 08°47'06" EAST, FOR A DISTANCE OF 270.55 FEET TO A 1/2" IRON REBAR (SURVEY 39-173) AT THE SOUTHEAST CORNER OF THE MILLS TRACT, BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SE LEADBETTER ROAD;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF LEADBETTER ROAD THE FOLLOWING DESCRIBED COURSES:

THENCE ALONG THE ARC OF A 2895.59 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°27'05", FOR AN ARC DISTANCE OF 174.42 FEET, THE CHORD OF WHICH BEARS SOUTH 40°01'32" EAST, 174.40 FEET;

THENCE SOUTH 38°18'00" EAST, FOR A DISTANCE OF 94.05 FEET;

THENCE ALONG THE ARC OF A 447.51 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°58'00" FOR AN ARC DISTANCE OF 234.06 FEET, THE CHORD OF WHICH BEARS SOUTH 53°17'00" EAST, 231.40 FEET;

THENCE SOUTH 68°16'00" EAST, FOR A DISTANCE OF 259.91 FEET;

THENCE ALONG THE ARC OF A 542.70 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°40'00", FOR AN ARC DISTANCE OF 167.34 FEET, THE CHORD OF WHICH BEARS SOUTH 77°06'00" EAST, 166.67 FEET;

MEMORANDUM OF UNDERSTANDING - 4

4816-0984-1887.5

THENCE SOUTH 85°56'00" EAST, FOR A DISTANCE OF 82.96 FEET TO A 1/2" IRON REBAR (SURVEY 39-173), MARKING THE SOUTHWEST CORNER OF THE CITY OF CAMAS TRACT DESCRIBED UNDER CLARK COUNTY AUDITOR'S FILE NUMBER 5571688;

THENCE NORTH 00°17'47" WEST, LEAVING SAID NORTH RIGHT-OF-WAY LINE ALONG THE MOST WESTERLY LINE OF THE CITY OF CAMAS TRACT, FOR A DISTANCE OF

282.50 FEET TO A 1/2" IRON REBAR (SURVEY 39-173), MARKING THE MOST WESTERLY NORTHWEST CORNER OF SAID CITY OF CAMAS TRACT;

THENCE NORTH 89°45'43" EAST, ALONG THE MOST SOUTHERLY NORTH LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 250.00 FEET TO A 1/2" IRON REBAR (SURVEY 39-173), MARKING AN INTERNAL CORNER THEREOF;

THENCE NORTH 00°15'25" WEST, ALONG THE MOST EASTERLY WEST LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 168.00 FEET TO A 1/2" IRON REBAR AS SHOWN IN BOOK 41 OF SURVEYS, PAGE 122, CLARK COUNTY AUDITOR'S RECORDS, MARKING THE MOST NORTHERLY NORTHWEST CORNER THEREOF;

THENCE NORTH 89°45'43" EAST, ALONG THE NORTH LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 579.5 FEET TO A 1/2" IRON REBAR (SURVEY 41-122), MARKING THE NORTHEAST CORNER THEREOF;

THENCE SOUTH 00°15'25" EAST, ALONG THE EAST LINE OF SAID CITY OF CAMAS TRACT, FOR A DISTANCE OF 364.60 FEET;

THENCE NORTH 60°00'00" EAST, LEAVING SAID EAST LINE OF A DISTANCE OF 182.00 FEET;

THENCE NORTH 75°00'00" EAST, FOR A DISTANCE OF 420.00 FEET; THENCE NORTH 28°00'00" EAST, FOR A DISTANCE OF 90.00 FEET; THENCE NORTH 80°00'00" EAST, FOR A DISTANCE OF 43.00 FEET; THENCE SOUTH 65°00'00" EAST, FOR A DISTANCE OF 95.00 FEET; THENCE NORTH 84°00'00" EAST, FOR A DISTANCE OF 320.00 FEET; THENCE NORTH 61°00'00" EAST, FOR A DISTANCE OF 310.00 FEET;

THENCE NORTH 29°00'00" EAST, FOR A DISTANCE OF 279.41 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35 (SURVEY BOOK 39, PAGE 173);

THENCE SOUTH 89°50'42" WEST, ALONG SAID SOUTH LINE FOR A DISTANCE OF 970.30 FEET TO THE POINT OF BEGINNING.

Situated in the County of Clark, State of Washington.

**Tax Parcel No. 177906-000 (CJ Dens)**

Being a portion of the Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 34 and the Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows;

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as shown in Book 39 of Surveys, Page 173, Clark County Auditor's records;

Thence South  $00^{\circ}15'46''$  East, along the East line of the Northeast quarter of Section 34, for a distance of 1319.52 feet to a 3/4" iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34;

Thence North  $89^{\circ}50'42''$  East, along the North line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 970.30 feet;

Thence continuing North  $89^{\circ}50'42''$  East, along said North line for a distance of 353.62 feet to a 1/2" iron rebar with yellow plastic cap inscribed "Minister 12563", marking the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35 as shown (Survey 39-173);

Thence South  $00^{\circ}07'57''$  East, along the East line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 796.83 feet;

Thence continuing South  $00^{\circ}07'57''$  East, along said East line for a distance of 523.79 feet to the Northeast corner of Deerhaven, recorded in Book 311 of Plats, Page 573, Clark County Auditor's Records;

Thence South  $89^{\circ}51'44''$  West, along the North line of Deerhaven (Plats 311- 573) for a distance of 233.68 feet to the Northwest corner thereof;

Thence South  $00^{\circ}36'11''$  East, along the West line of Deerhaven for a distance of 103.60 feet to the POINT OF BEGINNING;

Thence South  $55^{\circ}50'51''$  West, leaving said West line for a distance of 183.58 feet;

Thence North  $81^{\circ}30'58''$  West, for a distance of 116.25 feet;

Thence North 13°49'07" East, for a distance of 90.86 feet;

Thence North 54°21'17" East, for a distance of 153.08 feet;

Thence along the arc of a 20.00 foot radius curve to the left, through a central angle of 54°29'14", for an arc distance of 19.02 feet, the chord of which bears North 27°06'40" East, 18.31 feet;

Thence North 00°07'57" West, for a distance of 115.32 feet;

Thence South 89°52'03" West, for a distance of 61.63 feet;

Thence along the arc of a 678.00 foot radius curve to the right through a central angle of 02°44'21", for an arc distance of 32.42 feet, the chord of which bears North 88°45'47" West, 32.41 feet;

Thence South 02°36'24" West, for a distance of 100.89 feet;

Thence South 76°16'02" West, for a distance of 71.76 feet;

Thence North 76°42'57" West, for a distance of 433.46 feet;

Thence North 32°54'03" West, for a distance of 175.17 feet;

Thence North 03°42'19" West, for a distance of 65.37 feet;

Thence North 23°59'56" West, for a distance of 56.24 feet;

Thence North 78°24'19" East, for a distance of 62.08 feet;

Thence South 89°46'33" East, for a distance of 44.61 feet;

Thence South 86°43'31" East, for a distance of 72.00 feet;

Thence South 03°16'29" West, for a distance of 16.99 feet;

Thence South 86°43'31" East, for a distance of 66.08 feet;

Thence North 13°17'03" East, for a distance of 162.00 feet;

Thence North 76°42'57" West, for a distance of 79.90 feet;

Thence North 86°43'31" West, for a distance of 254.58 feet;

Thence North 11°48'58" West, for a distance of 116.80 feet;

Thence North 08°22'20" West, for a distance of 26.00 feet, hereon referred to as described POINT A;

Thence continuing North 08°22'20" West, for a distance of 26.00 feet;

Thence along the arc of a 326.00 foot radius curve to the left, through a central angle of 02°04'23" for an arc distance of 11.79 feet, the chord of which bears South 80°35'29" West, 11.79 feet;

Thence North 10°26'42" West, for a distance of 71.15 feet;

Thence North 62°47'15" West, for a distance of 30.13 feet;

Thence South 68°20'28" West, for a distance of 118.87 feet;

Thence North 62°52'10" West, for a distance of 34.30 feet;

Thence South 69°40'14" West, for a distance of 72.81 feet;

Thence South 88°06'20" West, for a distance of 31.62 feet;

Thence South 69°40'14" West, for a distance of 300.00 feet;

Thence South 51°14'08" West, for a distance of 63.25 feet;

Thence South 65°31'05" West, for a distance of 55.71 feet to the East line of the City of Camas tract as described under Clark County Auditor's File Number 5571688, said point to bear South 00°15'25" East, along said East line, 446.51 feet from the Northeast corner of said City of Camas tract;

Thence South 00°15'25" East, along the East line of said City of Camas tract for a distance of 417.21 feet to a 1/2" iron rebar (Survey 39-173), marking the Southeast corner thereof being on the Northerly right-of-way line of SE Leadbetter Road;

Thence following the North right-of-way line of SE Leadbetter Road the following described courses;

Thence South 51°36'00" East, for a distance of 37.51 feet;

Thence along the arc of a 1402.62 foot radius curve to the left through a central angle of 18°36'00" for an arc distance of 455.33 feet, the chord of which bears South 60°54'00" East, 453.34 feet;

Thence South 70°12'00" East, for a distance of 13.56 feet to the Southwest corner of another City of Camas tract as described under Clark County Auditor's File Number 5609467;



Thence North 18°04'52" East, along the West line of said latter City of Camas tract (Auditor's File Number 5609467) for a distance of 74.00 feet to the Northwest corner thereof;

Thence South 70°12'53" East, along the North line of said City of Camas tract, for a distance of 139.09 feet to the Northeast corner thereof;

Thence South 19°48'37" West, along the East line of said City of Camas tract, for a distance of 54.00 feet to an angle point of said East line;

Thence South 84°48'17" West, continuing along said East line for a distance of 28.29 feet to the Southeast corner of said City of Camas tract being on the Northerly right-of-way line of SE Leadbetter Road;

Thence South 70°12'00" East, along said Northerly right-of-way for a distance of 401.43 feet;

Thence continuing along said Northerly right-of-way along the arc of a 602.80 foot radius curve to the right through a central angle of 14°15'00" for an arc distance of 149.92 feet, the chord of which bears South 63°04'30" East, 149.54 feet;

Thence South 55°57'00" East, continuing along said Northerly right-of-way, for a distance of 636.64 feet;

Thence continuing along said right-of-way along the arc of a 984.92 foot radius curve to the right, through a central angle of 00°00'55" for an arc distance of 0.26 feet, the chord of which bears North 55°55'15" West, 0.26 feet to a 1/2" iron rebar as shown (Survey 39- 173), being on the Southerly extension of the West Line of Deerhaven (Plats 311-573);

Thence North 00°36'11" West, along said Southerly extension and the West line of Deerhaven, for a distance of 592.20 feet to the POINT OF BEGINNING.

**Tax Parcel No. 178172-000 (CJ Dens)**

Being a portion of the Southeast quarter of the Northeast quarter of Section 34 and the Southwest quarter of the Northwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as shown in Book 39 of Surveys, Page 173, Clark County Auditor's records

Thence South  $00^{\circ}15'46''$  East, along the East line of the Northeast quarter of Section 34, for a distance of

1319.52 feet to a  $3/4''$  iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34;

Thence North  $89^{\circ}50'42''$  East, along the North line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 970.30 feet to the POINT OF BEGINNING;

Thence continuing North  $89^{\circ}50'42''$  East, along said North line for a distance of 353.62 feet to a  $1/2''$  iron rebar with yellow plastic cap inscribed Minister 12563, marking the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35 as shown (Survey 39-173);

Thence South  $00^{\circ}07'57''$  East, along the East line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 796.83 feet;

Thence South  $89^{\circ}52'03''$  West, leaving said East line for a distance of 360.00 feet;

Thence North  $88^{\circ}59'44''$  West, for a distance of 56.96 feet;

Thence North  $29^{\circ}27'15''$  West, for a distance of 41.75 feet;

Thence South  $89^{\circ}33'35''$  West, for a distance of 87.48 feet;

Thence South  $76^{\circ}12'31''$  West, for a distance of 233.11 feet;

Thence North  $75^{\circ}42'57''$  West, for a distance of 106.27 feet;

Thence North  $86^{\circ}43'31''$  West, for a distance of 254.58 feet;

Thence North  $11^{\circ}48'58''$  West, for a distance of 116.80 feet;

Thence North  $08^{\circ}22'20''$  West, for a distance of 26.00 feet, hereon referred to as described POINT A;

Thence continuing North  $08^{\circ}22'20''$  West, for a distance of 26.00 feet;

Thence along the arc of a 326.00 foot radius curve to the left, through a central angle of  $02^{\circ}04'23''$ , for an arc distance of 11.79 feet, the chord of which bears South  $80^{\circ}35'29''$  West, 11.79 feet;

Thence North  $10^{\circ}26'42''$  West, for a distance of 71.15 feet;

Thence North  $62^{\circ}47'15''$  West, for a distance of 30.13 feet;

Thence South  $68^{\circ}20'28''$  West, for a distance of 118.87 feet;



Thence North 62°52'10" West, for a distance of 34.30 feet;

Thence South 69°40'14" West, for a distance of 72.81 feet;

Thence South 88°08'20" West, for a distance of 31.62 feet;

Thence South 69°40'14" West, for a distance of 300.00 feet;

Thence South 51°14'08" West, for a distance of 63.25 feet;

Thence South 65°31'05" West, for a distance of 55.71 feet to the East line of the City of Camas tract as described under Clark County Auditor's File 5571688, said point bears South 00°15'25" East, along said East line, 440.51 feet, from the Northeast corner of said City of Camas tract;

Thence North 00°15'25" West, along said East line for a distance of 75.91 feet;

Thence North 60°00'00" East, leaving said East line of said City of Camas tract, for a distance of 182.00 feet;

Thence North 75°00'00" East, for a distance of 420.00 feet;

Thence North 28°00'00" East, for a distance of 90.00 feet;

Thence North 80°00'00" East, for a distance of 43.00 feet;

Thence South 65°00'00" East, for a distance of 95.00 feet;

Thence North 84°00'00" East, for a distance of 320.00 feet;

Thence North 61°00'00" East, for a distance of 310.00 feet;

Thence North 29°00'00" East, for a distance of 279.41 feet to the POINT OF BEGINNING.

**Tax Parcel No. 178236-000 (CJ Dens)**

Being a portion of the Southwest quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section 35, Township 2 North, Range 3 East of the Willamette Meridian, City of Camas, Clark County, Washington described as follows:

COMMENCING at a concrete monument with brass cap marking the Northeast corner of Section 34 as

shown in Book 39 of Surveys, Page 173, Clark County Auditor's records;

Thence South  $00^{\circ}15'46''$  East, along the East line of the Northeast quarter of Section 34, for a distance of 1319.52 feet to a  $\frac{3}{4}$ " iron pipe at the Southeast corner of the Northeast quarter of the Northeast quarter of Section 34;

Thence North  $89^{\circ}50'42''$  East, along the North line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 970.30 feet;

Thence continuing North  $89^{\circ}50'42''$  East, along said North line for a distance of 353.62 feet to a  $\frac{1}{2}$ " iron rebar with yellow plastic cap inscribed Minister 12563 marking the Northeast corner of the Southwest quarter of the Northwest quarter of Section 35 as shown (Survey Book 39, Page 173);

Thence South  $00^{\circ}07'57''$  East, along the East line of the Southwest quarter of the Northwest quarter of Section 35, for a distance of 796.83 feet to the POINT OF BEGINNING;

Thence continuing South  $00^{\circ}07'57''$  East, along said East line for a distance of 523.79 feet to the Northeast corner of Deerhaven, recorded in Book 311 of Plats, Page 573, Clark County Auditors Records;

Thence South  $89^{\circ}51'44''$  West, along the North line of Deerhaven (Plats Book 311, Page 573) for a distance of 233.68 feet to the Northwest corner thereof;

Thence South  $00^{\circ}38'11''$  East, along the West line of Deerhaven for a distance of 103.60 feet;

Thence South  $55^{\circ}50'51''$  West, leaving said West line for a distance of 183.58 feet;

Thence North  $81^{\circ}30'58''$  West, for a distance of 116.25 feet;

Thence North  $13^{\circ}49'07''$  East, for a distance of 90.86 feet;

Thence North  $54^{\circ}21'17''$  East, for a distance of 153.08 feet;

Thence along the arc of a 20.00 foot radius curve to the left, through a central angle of  $54^{\circ}29'14''$  for an arc distance of 19.02 feet, the chord of which bears North  $27^{\circ}06'40''$  East, 18.31 feet;

Thence North  $00^{\circ}07'57''$  West, for a distance of 115.32 feet;

Thence South  $89^{\circ}52'03''$  West, for a distance of 61.63 feet;

Thence along the arc of a 678.00 foot radius curve to the right through a central angle of  $02^{\circ}44'21''$  for an

arc distance of 32.42 feet, the chord of which bears North 88°45'47" West. 32.41 feet;

Thence South 02°38'24" West, for a distance of 100.89 feet;

Thence South 76°16'02" West, for a distance of 71.76 feet;

Thence North 76°42'57" West, for a distance of 433.46 feet;

Thence North 32°54'03" West, for a distance of 175.17 feet;

Thence North 03°42'19" West, for a distance of 65.37 feet;

Thence North 23°59'56" West, for a distance of 56.24 feet;

Thence North 78°24'19" East, for a distance of 62.08 feet;

Thence South 89°46'33" East, for a distance of 44.61 feet;

Thence South 86°43'31" East, for a distance of 72.00 feet;

Thence South 03°16'29" West, for a distance of 16.99 feet;

Thence South 86°43'31" East, for a distance of 66.08 feet;

Thence North 13°17'03" East, for a distance of 162.00 feet;

Thence South 76°42'57" East, for a distance of 26.37 feet;

Thence North 76°12'31" East, for a distance of 233.11 feet;

Thence North 89°33'35" East, for a distance of 87.48 feet;

Thence South 29°27'15" East, for a distance of 41.75 feet;

Thence South 88°56'44" East, for a distance of 56.96 feet;

Thence North 88°52'03" East, for a distance of 360.00 feet to the POINT OF BEGINNING.

Excepting from the legal descriptions for Tax Parcel Nos. 178172-000 and 178236-000 above the real property conveyed in the deeds recorded under AFNs 5864948 and 5865721.

**Tax Parcel No. 986051-345 (City)**

LEADBETTER ROAD PUMP STATION  
 CJ DENS LACAMAS I LLC PROPERTY  
 NORTH SHORE SEWER TRANSMISSION SYSTEM  
 CITY OF CAMAS PROJECT NUMBER WS-681C  
 CITY OF CAMAS, CLARK COUNTY, WASHINGTON

Real property situated in the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 2 North, Range 3 East, Willamette Meridian, being a portion of that tract of land conveyed to CJ Dens Lacamas I LLC by deed recorded at Auditor's File Number 4864265D, in the City of Camas, Clark County, Washington, more particularly described as follows:

Commencing at a point on the centerline of SE Leadbetter Road, said point being at the intersection of the most southerly east line of said CJ Dens Lacamas I LLC property with said centerline; thence along said centerline and along a 954.92 foot radius curve to the left (radius point bears South 36°36'43" West), through a central angle of 01° 14' 37", an arc distance of 20.72 feet; thence North 54°37'54" West, a distance of 636.60 feet to a point of curvature with a 572.96 foot radius curve; thence along said curve to the left, through a central angle of 14°15'00", an arc distance of 142.50 feet; thence North 68°52'54" West a distance of 401.88 feet; thence leaving said centerline North 21°07'06" East a distance of 30.00 feet to a point on the north right of way line of said SE Leadbetter Road and the Point of Beginning of the real property to be described; thence North 66°07'27" East a distance of 28.29 feet; thence North 21°07'47" East a distance of 54.00 feet; thence North 68°53'43" West a distance of 139.09 feet; thence South 19°24'02" West a distance of 74.00 feet to a point on said north right of way line; thence along said north right of way line South 68°52'54" East a distance of 116.86 feet to the point of beginning.

The basis of bearings for this description is NAD(83) Washington South Zone

Containing 10,008 square feet, more or less.



**INTERLOCAL AGREEMENT**  
**COLLABORATION ON NPDES BEHAVIOR CHANGE PROGRAM ON PET WASTE**

**DISPOSAL**

**Between**

**CLARK COUNTY**

**And**

**THE CITY OF BATTLE GROUND**

**And**

**THE CITY OF CAMAS**

**And**

**THE CITY OF WASHOUGAL**

THIS IS AN INTERLOCAL AGREEMENT (Agreement) made and executed this \_\_\_\_\_ day of April 2021, by and between Clark County (County), a municipal corporation of the State of Washington, and the City of Battle Ground ("Battle Ground"), the City of Camas ("Camas") and the City of Washougal ("Washougal"), municipal corporations of the State of Washington (Cities).

**RECITALS**

Clark County is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").



Signed: April \_\_\_\_, 2021

The participating Cities are Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Agreement, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

The Phase I Permit (S5.C.11) and Phase II Permit (S5.C.2) allow for education and outreach program requirements to be met as a member of a regional group. The County and Cities participate in the regional group, Stormwater Partners of Southwest Washington.

The County and Cities are required to implement a behavior change program following community based social marketing practices under the Phase I Permit (S5.C.11.a) and the Phase II Permit (S5.C.2.a). The County and the Cities have identified pet waste disposal along public trails as the topic for which to develop a behavior change program (Project).

The objective of the Project is to meet requirements in the Phase I Permit (S5.C.11.a) and the Phase II Permit (S5.C.2.a).

According to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government functions or services which each is by law authorized to perform.

Signed: April \_\_\_\_, 2021

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, and per the attached Exhibits, incorporated and made a part hereof:

**THE PARTIES AGREE AS FOLLOWS:**

**1. REQUIREMENTS OF INTERLOCAL COOPERATION ACT**

1.1. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW. The purpose and intent of this Agreement is for the County and the Cities to work together efficiently and effectively to accomplish the Project.

1.2. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

1.3. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with the performance of this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

1.4. Each party to this Agreement shall designate an individual (an "Administrator"), which may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

Signed: April \_\_\_\_, 2021

**County's Initial Administrator:**

Jeff Schnabel, Clean Water Division Interim  
Manager  
Clark County Public Works  
1300 Franklin Street  
Vancouver, WA 98660  
[Jeff.schnabel@clark.wa.gov](mailto:Jeff.schnabel@clark.wa.gov)

**Battle Ground's Initial Administrator:**

Mark Herceg, PE  
Battle Ground Public Works Director  
109 SW 1<sup>st</sup> St, Suite 127  
Battle Ground, WA 98604  
[mark.herceg@cityofbg.org](mailto:mark.herceg@cityofbg.org)

**Camas' Initial Administrator:**

Jamal Fox, City Administrator  
City of Camas  
616 NE 4<sup>th</sup> Ave  
Camas, WA 98607  
[jfox@cityofcamas.us](mailto:jfox@cityofcamas.us)

**Washougal's Initial Administrator:**

Rob Charles  
Washougal Public Works Deputy Director  
1701 C St  
Washougal, WA 98671  
[rob.charles@cityofwashougal.us](mailto:rob.charles@cityofwashougal.us)

Any party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other parties. Each party's legislative body may also designate a person to act on its behalf with regard to execution of this agreement and subsequent amendments that impact duration or funding of this agreement.

2. PURPOSE. The County and Cities agree to collaborate on a regional pet waste campaign, Canines for Clean Water, to meet the education and outreach behavior change requirements of the Phase I Permit (S5.C.11.a) and Phase II Permit (S5.C.2.a), as follows:

2.1. By July 1, 2020, conduct a new evaluation of the effectiveness of the current Canines for Clean Water behavior change program including lessons learned and recommendations.

2.2. Based on the recommendations from (2.1), by February 1, 2021, develop a campaign that is tailored to the community following social marketing practices and methods,



including the development of a program evaluation plan that:

- 2.2.1. Develops a strategy and schedule to more effectively implement the existing campaign, or;
- 2.2.2. Develops a strategy and schedule to expand the existing campaign to a new target audience or BMPs, or;
- 2.2.3. Develop a strategy and schedule for a new target audience and BMP behavior change campaign.

2.3. By April 1, 2021, begin to implement the campaign developed in (2.2).

2.4. By March 31, 2024, evaluate and report on:

- 2.4.1. The changes in understanding and adoption of targeted behaviors resulting from the implementation of the campaign; and
- 2.4.2. Any changes to the campaign in order to be more effective; describing the strategies and process to achieve the results.

### 3. DUTIES OF THE COUNTY

3.1. The County shall serve as the lead agency for the Project for purposes of completion of Campaign plan specified in Exhibit A. Duties include:

- 3.1.1. Setting planning and coordination meetings at times which work for Cities.

3.1.2. Designing campaign materials with feedback from Cities.

3.1.3. Procuring Campaign materials.

3.1.4. Creating reports with feedback from Cities incorporated.

3.2. The County shall invoice the Cities for shared Project costs referenced in Exhibit A. Total spending shall not exceed \$50,000 for the Project. Cities and the County shall share costs in proportion to 2020 population estimates from Washington State Office of Financial Management. Cities shall contribute an additional 2.33% of total shared project costs, added to their proportion of the population, for administrative and project management duties performed by Clark County (proportion of population + 2.33% = Cities contribution). Costs will be shared as follows:

3.2.1. Battle Ground – 10%

3.2.2. Camas – 11%

3.2.3. Washougal – 8%

3.2.4. Clark County – 71%

3.3. The County shall coordinate and implement campaign within its own jurisdiction.

#### 4. DUTIES OF CITIES

4.1. The Cities shall provide a staff member as a point person to participate in Project planning

and coordination to implement the Campaign plan in Exhibit A.

4.2. The Cities shall coordinate and implement Campaign within their own jurisdiction.

4.3. The Cities shall make payment on the invoice submitted by the County within thirty (30) days following receipt by the Cities of said invoice.

5. DURATION. The term of this Agreement shall commence upon execution and extend until July 31, 2024 (the “Term”), unless otherwise addressed by the Ratification provision below.

6. LIABILITY. No liability shall attach to the Cities or the County by reason of entering into this Agreement except as expressly provided herein. This Agreement is executed for the benefit of the parties and the public generally. This Agreement is not intended and shall not be construed as creating any third-party beneficiary.

7. HOLD HARMLESS/INDEMNIFICATION. To the extent authorized by law, the County and Cities shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to any other party’s performance or failure to perform any aspect of this Agreement, provided, that if such claims are caused by or result from the concurrent negligence of the County and the Cities, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent

Signed: April \_\_\_\_, 2021

of their respective allocations of negligence, and provided further, that nothing herein shall require the County or Cities to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Agreement.

8. NOTICE. Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the County:

CLARK COUNTY  
PUBLIC WORKS  
PO Box 9810  
Vancouver, WA 98666-9810  
Attention: Public Works Director

To Camas:

CITY OF CAMAS  
616 NE 4<sup>th</sup> Ave  
Camas, WA 98607  
Attention: Public Works Director

To Battle Ground:

CITY OF BATTLE GROUND  
109 SW 1<sup>st</sup> St, Suite 127  
Battle Ground, WA 98604  
Attention: Public Works Director

To Washougal:

CITY OF WASHOUGAL  
1701 C St  
Washougal, WA 98671  
Attention: Public Works Director

The name and address to which notices shall be directed may be changed by any party giving the other notice of such change.

9. WAIVER. No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.

10. AMENDMENT. Except as otherwise provided herein, any modification to this Agreement must be in writing and subject to the consent of each party.

11. TERMINATION. Any party may terminate this Agreement by providing to the other parties notice of proposed termination 90 (ninety) days prior to the proposed date of termination.

Written notice shall be deemed effective three days post presentation, either through mail notice or email notice.

12. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered herein, and no prior Agreements shall be effective to the contrary.

13. AUDIT AND RECORDS. During the progress of the work and for a period of not less than three (3) years from the date of final payment, both parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the parties, the State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

14. DOCUMENT EXECUTION AND FILING. The County and the Cities agree that there shall be five (5) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the County and the Cities. Upon execution, one executed original of this Agreement shall be retained by the cities of Battle Ground, Camas and Washougal and two shall be retained by the County. The Cities shall cause a copy of this agreement to be posted on their website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the Cities' websites, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

Director of Public Works  
Clark County  
PO Box 9810  
Vancouver, WA 98666-9810

Public Works Director  
City of Camas  
616 NE 4<sup>th</sup> Ave  
Camas, WA 98607

Battle Ground Public Works Director  
City of Battle Ground  
109 SW 1<sup>st</sup> St, Suite 127  
Battle Ground, WA 98604

Washougal Public Works Director  
City of Washougal  
1701 C St  
Washougal, WA 98671

15. **RATIFICATION.** Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.
16. **SEVERABILITY.** If any section or part of this Agreement is held by a court to be invalid, such holding shall not affect the validity of any other part of this Agreement.
17. **ASSIGNMENT/SUBCONTRACTING.** No party to this Agreement shall transfer or assign, in whole or in part, its respective rights or obligations under this Agreement without the prior written consent of the other parties. Consent for assignment or transfer shall not be unreasonably withheld.
18. **INDEPENDENT CAPACITY.** Employees or agents of a Party engaged in the performance of projects under this Agreement shall continue to be employees or agents of that Party and shall not be considered employees or agents of any other Party to this Agreement.
19. **GOVERNANCE.** This Agreement is entered into under the authority granted by the State of Washington and provisions of the Agreement shall be construed to conform to Washington State laws.
20. **DISPUTES.** The principal executive or their designee of each Party shall attempt to resolve all disputes regarding the terms of this Agreement in good faith. In the event the dispute is not resolved by the Parties, the matter will be referred to the Superior Court of the State of Washington in and for Clark County.

Parties shall bear their own legal fees, costs, and expenses related to enforcing rights and responsibilities of this Agreement.

IN WITNESS WHEREOF, the County and Cities have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CLARK COUNTY

By: \_\_\_\_\_  
Kathleen Otto, County Manager

Approved as to form only:

By: \_\_\_\_\_  
Name: Bill Richardson  
Deputy Prosecutor for the County

CITY OF BATTLE GROUND,  
A municipal corporation

By: \_\_\_\_\_  
Erin Erdman, City Manager

Attest:

By: \_\_\_\_\_  
Kay Kammer, City Clerk

Approved as to form only:

By: \_\_\_\_\_  
Christine Hayes, City Attorney

CITY OF CAMAS,  
A municipal corporation

By: \_\_\_\_\_  
Jamal Fox, City Manager

Attest:

By: \_\_\_\_\_  
\_\_\_\_\_, City Clerk



Approved as to form only:

By: \_\_\_\_\_  
Shawn MacPherson, City Attorney

CITY OF WASHOUGAL,  
A municipal corporation

By: \_\_\_\_\_  
David Scott, City Manager

Attest:

By: \_\_\_\_\_  
Jennifer Forsberg, City Clerk

Approved as to form only:

By: \_\_\_\_\_  
Ken Woodrich, City Attorney



## Staff Report – Consent Agenda

May 3<sup>rd</sup>, 2021 Regular Meeting

Final Plat approval for Green Mtn. PRD Phase 2A

Robert Maul, Planning Manager

Phone	Email
360.817.1568	rmaul@cityofcamas.us

**PURPOSE:** Final Plat authorization from the City Council.

### EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To record a plat that was approved by the Hearing Examiner.

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

How have communities been engaged? Are there opportunities to expand engagement? Yes, there was a public hearing for the subdivision which was noticed legally.

Who will benefit from, or be burdened by this agenda item? The property owner will benefit by having legal lots of record to develop, which is their legal right.

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? Public infrastructure built meets ADA standards.

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

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

How does this item support a comprehensive plan goal, policy or other adopted resolution? The development of this site fell under the review of the Camas Municipal Code and adopted comprehensive plan policies.

**BUDGET IMPACT:** Revenues will be generated from building permits issued for the new 228 lots.

**RECOMMENDATION:** Staff recommends that council approve the final plat for Green Mountain PRD Phase 2A.



**Staff Report**  
**Green Mountain PRD Phase 2A Final Plat**

File No. FP21-01 Green Mtn Ph2A  
 (Related Files: SUB16-02)

TO: Mayor McDonnell  
 City Council

FROM: Robert Maul, Planning Manager

LOCATION: Boxwood St, Parcel Number 986042-356

OWNER: Lennar Northwest, Inc.  
 11807 NE 99<sup>th</sup> Street, Suite 1170  
 Vancouver, WA 98682

APPLICABLE LAW: The final plat application was submitted February 9<sup>th</sup>, 2021, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

**BACKGROUND INFORMATION**

**Lots:** 228 residential lots.

**Total Area:** 14.05 acres

The City issued a land use approval with a formal decision on June 15<sup>th</sup>, 2017.

The applicant has submitted for a final plat approval with most of the on-site and offsite improvements are done, and the applicant is proposing to bond for the remaining items, as per Camas Municipal Code section 17.21.040

Staff has reviewed the final plat drawings, lot closures, CC&R's and all other associated final platting documents including the bonding.

Final Plat Criteria for Approval (CMC 17.21.060-C)

1. That the proposed final plat bears the required certificates and statements of approval; **Complies**
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate; **Complies**
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040; **Bonding Complies**
4. That the plat is certified as accurate by the land surveyor responsible for the plat; **Complies**
5. That the plat is in substantial conformance with the approved preliminary plat; and **Complies**

6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval. **Complies**

**Findings:** The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

**Recommendation**

Staff recommends that Council approve the final plat for Green Mountain PRD Phase 2A.



**SURVEY REFERENCES**

SURVEY BY LAWSON LAND SURVEYING FOR RECORD OF SURVEY (BK. 16, PG. 79)  
 SURVEY BY LAWSON LAND SURVEYING FOR RECORD OF SURVEY (BK. 24, PG. 49)  
 SURVEY BY LAWSON LAND SURVEYING FOR RECORD OF SURVEY (BK. 28, PG. 105)  
 PLAT OF MOUNTAIN GLEN BY OLSON ENGINEERING, INC. (BK. J, PG. 199)  
 SURVEY BY OLSON ENGINEERING, INC. FOR RECORD OF SURVEY (BK. 51, PG. 161)  
 WARMAN SHORT PLAT BY BESEDA LAND SURVEYING, LLC (BK. 3, PG. 963)  
 PLAT OF GREEN MOUNTAIN MIXED USE P.R.D. PHASE 1E (BK. 311, PG. 883)  
 PLAT OF GREEN MOUNTAIN MIXED USE P.R.D. PHASE 1D (BK. 311, PG. 884)  
 PLAT OF GREEN MOUNTAIN MIXED USE P.R.D. PHASE 1 (SOUTH) (BK. 311, PG. 885)

**DEED REFERENCES**

GRANTOR: GREEN MOUNTAIN LAND, LLC  
 GRANTEE: LENNAR NORTHWEST, INC.  
 A/E: 5488817 D  
 DATE: 02/23/2018

**PROCEDURE**

FIELD TRAVERSES WERE PERFORMED WITH A TRIMBLE S6 TOTAL STATION (3") AND ADJUSTED BY LEAST SQUARES. THE FIELD TRAVERSES MET THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN WAC 332-130-090.

**DEDICATION NOTE**

ALL STREETS AND AVENUES AS DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO THE CITY OF CAMAS WITH THIS PLAT. ALL TRACTS AND PRIVATE ROADS AS DEPICTED ON THIS PLAT ARE HEREBY DEDICATED TO, AND TO BE MAINTAINED BY, THE HOMEOWNERS ASSOCIATION.

**UTILITY EASEMENT**

A PUBLIC UTILITY EASEMENT (P.U.E.) IS HEREBY RESERVED OVER, UNDER AND UPON ALL OF TRACTS "G", "J", THE EXTERIOR 6.00 FEET OF LOTS 164 THROUGH 165, LOTS 175 THROUGH 176 LYING PARALLEL WITH AND ADJACENT TO TRACTS "G", "J", AND THE EXTERIOR 6.00 FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO ALL PUBLIC ROADS FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING AND MAINTAINING OF BUT NOT LIMITED TO ELECTRIC, TELEPHONE, TV, CABLE, WATER, GAS, SANITARY SEWER, AND STORM WATER, AND SHALL HAVE RIGHT OF ACCESS FOR SUCH USE. FOLLOWING SUCH USE THE EASEMENT AREA SHALL BE RESTORED TO ITS PRIOR CONDITION AS NEAR AS POSSIBLE. ALL LOTS CONTAINING PAD MOUNT TRANSFORMERS ARE SUBJECT TO THE MINIMUM WORKING CLEARANCES AS DEFINED BY CLARK COUNTY PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS. ALSO, A SIDEWALK EASEMENT IS RESERVED, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, UPON THE EXTERIOR SIX (6) FEET OF ALL LOTS AND TRACTS PARALLEL WITH AND ADJACENT TO THE PUBLIC ROAD FRONTAGES.

**CITY OF CAMAS REQUIRED NOTES**

A HOMEOWNERS ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE FINAL C.C.&R.'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS. IF AT ANY TIME THE C.C.&R.'S ARE REVISED, A REVISED COPY SHALL BE SUBMITTED TO THE CITY OF CAMAS.

EACH PHASE OF THE SUBDIVISION PLATS SHALL CONTAIN THE APPROVED DENSITY AND DIMENSIONAL STANDARDS TABLE AS APPROVED WITH THIS DEVELOPMENT.

BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND THE FINAL ACCEPTANCE HAS BEEN ISSUED BY THE CITY.

AUTOMATIC LIFE SAFETY RESIDENTIAL FIRE SPRINKLER SYSTEM DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 130 IS REQUIRED IN ALL NEW DWELLINGS.

THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES, AND PARK/OPEN SPACE IMPACT FEES. EACH NEW DWELLING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.

AT THE TIME OF BUILDING PERMIT ISSUANCE THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO A \$174.92 FEE PER LOT, PAYABLE TO THE CITY OF VANCOUVER, AS THEIR PROPORTIONATE SHARE CONTRIBUTION FOR THE CONSTRUCTION OF A NORTHBOUND RIGHT TURN LANE ON NE 129TH AVE. AND A WESTBOUND RIGHT TURN LANE ON NE 13TH ST.

PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT SHALL INSTALL A MINIMUM OF ONE 2" CALIBER TREE TO BE LOCATED IN THE PLANTER STRIP OR FRONT YARD OF EACH LOT, AS SPECIFIED ON THE PLAT. REQUIRED TREES SHALL BE MAINTAINED IN GOOD HEALTH, AND DAMAGED OR DYING TREES SHALL BE PROMPTLY REPLACED (WITHIN SIX MONTHS) BY THE HOMEOWNER.

PRIOR TO THE BUILDING DEPARTMENT ISSUING A CERTIFICATE OF OCCUPANCY, EACH LOT ABUTTING A CRITICAL AREA TRACT SHALL HAVE A CONTINUOUS 6" BARRIER FENCE INSTALLED ALONG THE APPROPRIATE PROPERTY BOUNDARY.

THE HOMEOWNERS ASSOCIATION IN ITS ENTIRETY IS RESPONSIBLE FOR THE MAINTENANCE OF THE STORMWATER FACILITY LOCATED ON TRACT "B", PHASE 2 A OF THE GREEN MOUNTAIN MIXED USE P.R.D. THE CITY OF CAMAS SHALL HAVE RIGHT OF ENTRY AT ALL TIMES FOR INSPECTION OF THE STORMWATER FACILITY LOCATED ON TRACT "B", PHASE 2 A OF THE GREEN MOUNTAIN MIXED USE P.R.D.

**CITY OF CAMAS MAYOR**

APPROVED BY \_\_\_\_\_ MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF CAMAS FINANCE DIRECTOR**

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS, AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

CITY OF CAMAS FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF CAMAS PUBLIC WORKS DEPARTMENT**

ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED FOR IN ACCORDANCE WITH THE REQUIREMENTS OF THIS TITLE AND WITH THE PRELIMINARY PLAT APPROVAL.

ALL IMPROVEMENTS CAN OR WILL MEET CURRENT PUBLIC WORKS DRAWING STANDARDS FOR ROAD, UTILITY AND DRAINAGE CONSTRUCTION PLANS.

ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED OR FINANCIALLY SECURED FOR CITY RECORDS.

APPROVED BY \_\_\_\_\_ CITY OF CAMAS ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

**CITY OF CAMAS COMMUNITY DEVELOPMENT**

APPROVED BY \_\_\_\_\_ CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_  
 OR DESIGNEE \_\_\_\_\_

**CAMAS-WASHOUGAL FIRE DEPARTMENT**

APPROVED BY \_\_\_\_\_ CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE \_\_\_\_\_ DATE \_\_\_\_\_

**CLARK COUNTY ASSESSOR**

THIS PLAT MEETS THE REQUIREMENTS OF R.C.W. NO. 58.17.170, LAWS OF WASHINGTON, 1981, TO BE KNOWN AS

**GREEN MOUNTAIN MIXED USE P.R.D. PHASE 2 A**

SUBDIVISION PLAT NO. \_\_\_\_\_ IN THE COUNTY OF CLARK, STATE OF WASHINGTON

**CLARK COUNTY AUDITOR**

ATTESTED BY \_\_\_\_\_ CLARK COUNTY AUDITOR \_\_\_\_\_

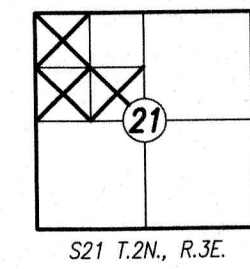
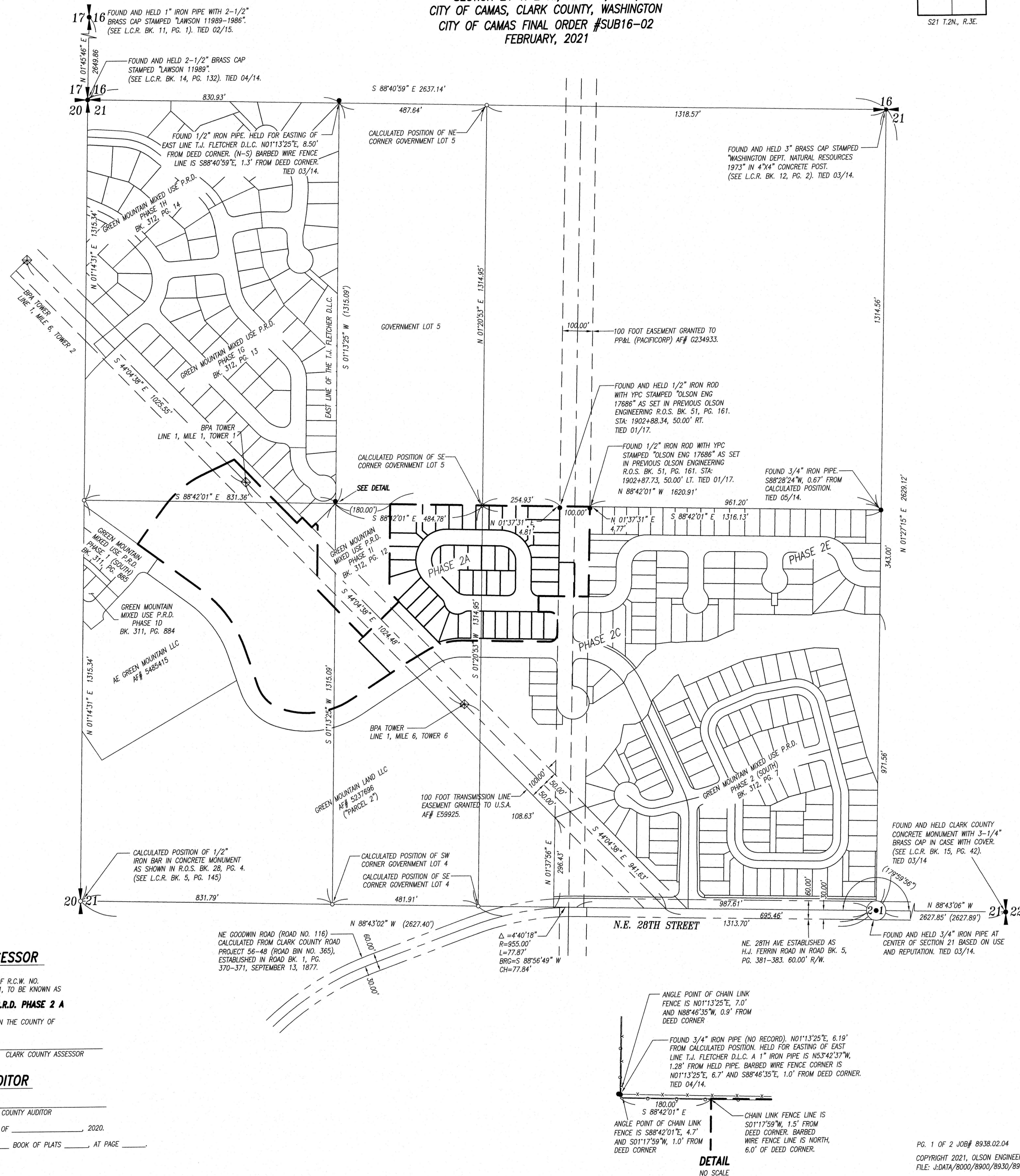
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

AUDITORS FILE NO. \_\_\_\_\_ BOOK OF PLATS \_\_\_\_\_ AT PAGE \_\_\_\_\_

# GREEN MOUNTAIN MIXED USE P.R.D.

## PHASE 2 A

ORIGINALLY APPROVED AS GREEN MOUNTAIN MIXED USE P.R.D.  
 PHASE 2A, PHASE 2C AND PHASE 2E  
 A SUBDIVISION IN A PORTION OF THE NW 1/4 OF THE NW 1/4 AND THE S 1/2 OF THE NW 1/4  
 SECTION 21 T. 2 N., R. 3 E., W.M.,  
 CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
 CITY OF CAMAS FINAL ORDER #SUB16-02  
 FEBRUARY, 2021



0 200 400  
 SCALE: 1" = 200'

**BASIS OF BEARINGS**

BEARINGS ARE BASED ON THE WASHINGTON STATE COORDINATE SYSTEM (SOUTH ZONE - 4602) U.S. SURVEY FEET, BASED ON TRAVERSES BY OLSON ENGINEERING, INC. PERFORMED DURING PREVIOUS SURVEY RECORDED IN BK. 51, PG. 161. DISTANCES SHOWN HEREON ARE GROUND AND HAVE BEEN SCALED BY A COMBINED GRID TO GROUND SCALE FACTOR OF 0.999982076.

**LEGEND**

- SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED (OLSON ENG PLS 46624) DURING THIS SURVEY
  - ⊙ SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED (OLSON ENG PLS 46624) TO BE SET AFTER RECORDING OF THIS PLAT
  - + SET BRASS SCREW WITH WASHER STAMPED (OLSON ENG PLS 46624) IN CURB ON AN 11.75' PROJECTION OF THE LOT LINE, UNLESS NOTED OTHERWISE
  - SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) DURING PREVIOUS SURVEY OF GREEN MOUNTAIN MIXED USE P.R.D. PH. 1, (BK. 311, PG. 885)
  - FOUND MONUMENT AS NOTED
  - CALCULATED POSITION (NOTHING SET)
  - ( ) RECORD DISTANCE / ANGLE
  - BUILDING SETBACK LINES
  - EASEMENT LINE AS NOTED
  - PROPOSED LOT LINES
  - PLAT PERIMETER
- H.O.A. HOME OWNERS ASSOCIATION

**LAND INVENTORY**

TOTAL ACREAGE:	14.05 AC.
TOTAL DEVELOPED ACREAGE:	1.11 AC.
* INCLUDES LOTS AND ALL TRACTS, EXCEPT OPEN SPACE & CRITICAL AREA TRACTS	3.84 AC.
TOTAL LOT AREA:	1.20 AC.
TOTAL INFRASTRUCTURE AREA (ROADS ONLY):	0.27 AC.
PARKING (TRACTS "SS", "H", "T"):	0.72 AC.
TRACT "B" (STORM FACILITY):	9.00 AC.
TOTAL TRACT AREA:	7.86 AC.
TOTAL ACREAGE OF CRITICAL AREAS (TRACT "A" & "T"):	8.01 AC.
TOTAL ACREAGE OPEN SPACES AND CRITICAL AREAS (TRACTS "A", "T", "H", "T"):	

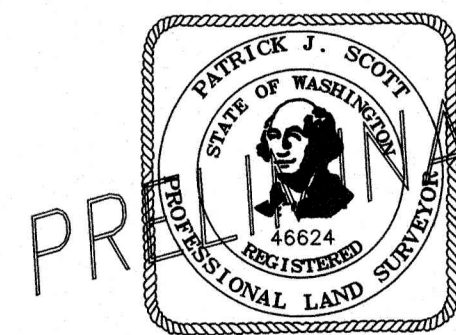
**DEVELOPMENT STANDARDS**

	SINGLE FAMILY LOTS (70' PODS) LOTS 1-7, 100-120, 146-202	SINGLE FAMILY LOTS (12" PODS) LOTS 121-145
MINIMUM LOT AREA	3500 S.F. (SEE NOTE 1)	4200 S.F.
MAXIMUM LOT AREA	7600 S.F.	9000 S.F.
MINIMUM LOT WIDTH	40'	50'
MINIMUM LOT DEPTH	80'	80'
MINIMUM LOT WIDTH ON A CURVE OR CUL-DE-SAC	25'	30'
MAXIMUM BUILDING HEIGHT (SEE NOTE 2)	35'	35'
MAXIMUM BUILDING COVERAGE	45%	40%

**MINIMUM SETBACKS**

SINGLE FAMILY LOTS (SEE NOTE 4)	UP TO 4,999 SF	5,000 SF TO 7,499 SF	7,500 SF TO 14,999 SF
FRONT YARD (INCLUDES 6' PUBLIC UTILITY EASEMENT)	10'	15'	20'
GARAGE SETBACK FROM R.O.W.	18'	18'	20'
SIDE YARD & CORNER LOT REAR YARD	4'	5'	5'
CORNER LOT STREET SIDE YARD	10'	15'	15'
REAR YARD (SEE NOTE 3)	15'	20'	20'
MINIMUM LOT WIDTH ON A CURVE OR CUL-DE-SAC	25'	30'	30'

- SINGLE-FAMILY DETACHED HOMES PERMITTED.
- MAXIMUM BUILDING HEIGHT: THREE STORES AND A BASEMENT BUT NOT TO EXCEED MAXIMUM BUILDING HEIGHT.
- 10 FOOT REAR YARD FOR FRONT ACCESS GARAGE.
- SETBACKS BASED ON LOT SIZE. LOT SIZES ARE NOT SUBJECT TO LOT SIZE AVERAGING.
- WHERE SHOWN, SETBACKS MAY BE AFFECTED BY EASEMENT. NO BUILDING MAY ENCRUCH INTO THE EASEMENT.

**LAND SURVEYOR'S CERTIFICATION**

ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, I CERTIFY TO CITY OF CAMAS THAT AS A RESULT OF A SURVEY MADE ON THE GROUND TO THE NORMAL STANDARD OF CARE OF PROFESSIONAL LAND SURVEYORS PRACTICING IN CLARK COUNTY, I FIND THAT THIS PLAT, AS SHOWN, IS A TRUE RETURN FROM THE FIELD AND THAT THE DELINEATION IS CORRECT.

PATRICK J. SCOTT  
 PROFESSIONAL LAND SURVEYOR NO. 46624

**OLSON LAND SURVEYORS**  
 ENGINEERS  
 1-360-695-1385  
 1-503-289-9936  
 ENGINEERING INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660

PG. 1 OF 2 JOB# 8938.02.04

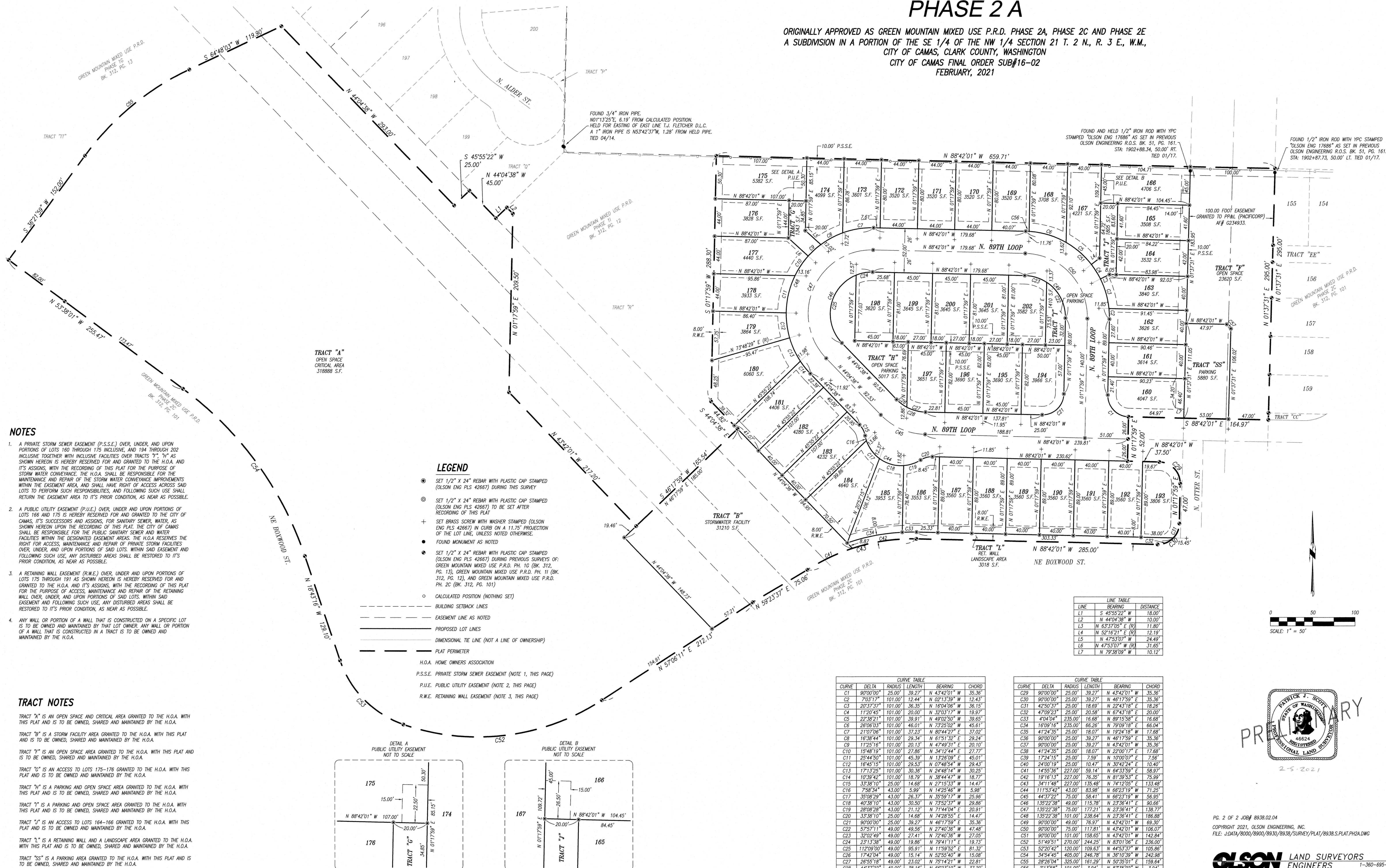
COPYRIGHT 2021, OLSON ENGINEERING, INC.  
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DETAIL  
 NO SCALE



# GREEN MOUNTAIN MIXED USE P.R.D. PHASE 2 A

ORIGINALLY APPROVED AS GREEN MOUNTAIN MIXED USE P.R.D. PHASE 2A, PHASE 2C AND PHASE 2E  
A SUBDIVISION IN A PORTION OF THE SE 1/4 OF THE NW 1/4 SECTION 21 T. 2 N., R. 3 E., W.M.,  
CITY OF CAMAS, CLARK COUNTY, WASHINGTON  
CITY OF CAMAS FINAL ORDER SUB#16-02  
FEBRUARY, 2021



## NOTES

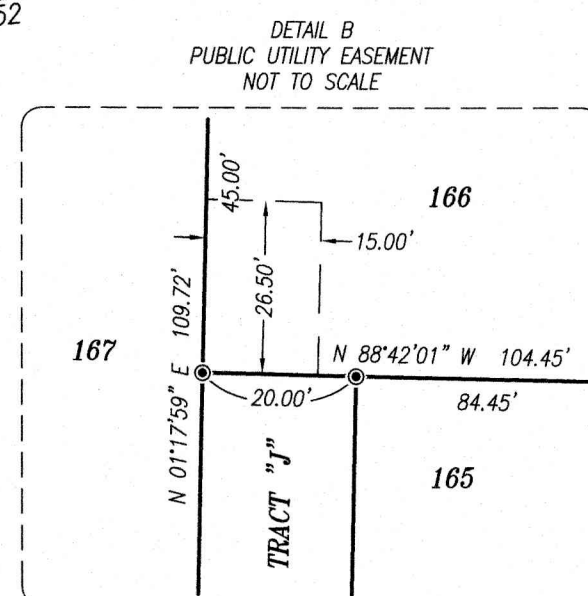
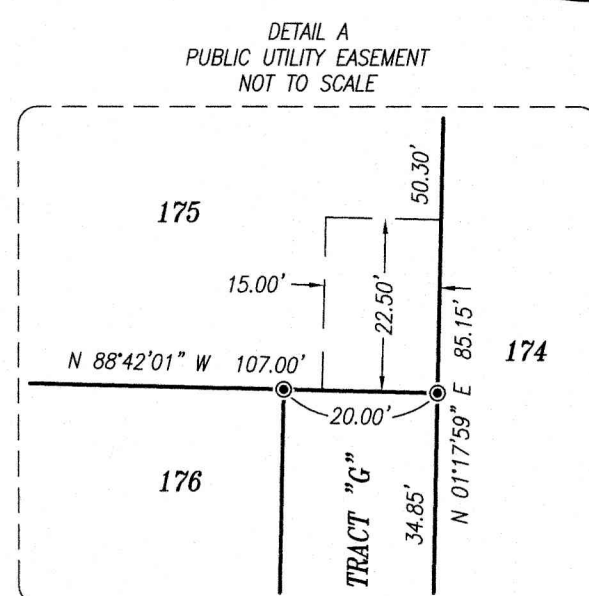
1. A PRIVATE STORM SEWER EASEMENT (P.S.S.E.) OVER, UNDER, AND UPON PORTIONS OF LOTS 160 THROUGH 175 INCLUSIVE, AND 194 THROUGH 202 INCLUSIVE TOGETHER WITH INCLUSIVE FACILITIES OVER TRACTS "T", "H" AS SHOWN HEREON IS HEREBY RESERVED FOR AND GRANTED TO THE H.O.A. AND IT'S ASSIGNS, WITH THE RECORDING OF THIS PLAT FOR THE PURPOSE OF STORM WATER CONVEYANCE. THE H.O.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE STORM WATER CONVEYANCE IMPROVEMENTS WITHIN THE EASEMENT AREA, AND SHALL HAVE RIGHT OF ACCESS ACROSS SAID LOTS TO PERFORM SUCH RESPONSIBILITIES, AND FOLLOWING SUCH USE SHALL RETURN THE EASEMENT AREA TO IT'S PRIOR CONDITION, AS NEAR AS POSSIBLE.
2. A PUBLIC UTILITY EASEMENT (P.U.E.) OVER, UNDER AND UPON PORTIONS OF LOTS 166 AND 175 IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CAMAS, IT'S SUCCESSORS AND ASSIGNS, FOR SANITARY SEWER, WATER, AS SHOWN HEREON UPON THE RECORDING OF THIS PLAT. THE CITY OF CAMAS SHALL BE RESPONSIBLE FOR THE PUBLIC SANITARY SEWER AND WATER FACILITIES WITHIN THE DESIGNATED EASEMENT AREAS. THE H.O.A. RESERVES THE RIGHT FOR ACCESS, MAINTENANCE AND REPAIR OF PRIVATE STORM FACILITIES OVER, UNDER, AND UPON PORTIONS OF SAID LOTS. WITHIN SAID EASEMENT AND FOLLOWING SUCH USE, ANY DISTURBED AREAS SHALL BE RESTORED TO IT'S PRIOR CONDITION, AS NEAR AS POSSIBLE.
3. A RETAINING WALL EASEMENT (R.W.E.) OVER, UNDER AND UPON PORTIONS OF LOTS 175 THROUGH 191 AS SHOWN HEREON IS HEREBY RESERVED FOR AND GRANTED TO THE H.O.A. AND IT'S ASSIGNS, WITH THE RECORDING OF THIS PLAT FOR THE PURPOSE OF ACCESS, MAINTENANCE AND REPAIR OF THE RETAINING WALL OVER, UNDER, AND UPON PORTIONS OF SAID LOTS. WITHIN SAID EASEMENT AND FOLLOWING SUCH USE, ANY DISTURBED AREAS SHALL BE RESTORED TO IT'S PRIOR CONDITION, AS NEAR AS POSSIBLE.
4. ANY WALL OR PORTION OF A WALL THAT IS CONSTRUCTED ON A SPECIFIC LOT IS TO BE OWNED AND MAINTAINED BY THAT LOT OWNER. ANY WALL OR PORTION OF A WALL THAT IS CONSTRUCTED IN A TRACT IS TO BE OWNED AND MAINTAINED BY THE H.O.A.

## LEGEND

- SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) DURING THIS SURVEY
- ◎ SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) TO BE SET AFTER RECORDING OF THIS PLAT
- + SET BRASS SCREW WITH WASHER STAMPED (OLSON ENG PLS 42667) IN CURB ON A 11.75' PROJECTION OF THE LOT LINE, UNLESS NOTED OTHERWISE.
- FOUND MONUMENT AS NOTED
- SET 1/2" X 24" REBAR WITH PLASTIC CAP STAMPED (OLSON ENG PLS 42667) DURING PREVIOUS SURVEYS OF: GREEN MOUNTAIN MIXED USE P.R.D. PH. 1G (BK. 312, PG. 13), GREEN MOUNTAIN MIXED USE P.R.D. PH. 11 (BK. 312, PG. 12), AND GREEN MOUNTAIN MIXED USE P.R.D. PH. 2C (BK. 312, PG. 101)
- CALCULATED POSITION (NOTHING SET)
- BUILDING SETBACK LINES
- EASEMENT LINE AS NOTED
- PROPOSED LOT LINES
- DIMENSIONAL TIE LINE (NOT A LINE OF OWNERSHIP)
- PLAT PERIMETER
- H.O.A. HOME OWNERS ASSOCIATION
- P.S.S.E. PRIVATE STORM SEWER EASEMENT (NOTE 1, THIS PAGE)
- P.U.E. PUBLIC UTILITY EASEMENT (NOTE 2, THIS PAGE)
- R.W.E. RETAINING WALL EASEMENT (NOTE 3, THIS PAGE)

## TRACT NOTES

- TRACT "A" IS AN OPEN SPACE AND CRITICAL AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.
- TRACT "B" IS A STORM FACILITY AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.
- TRACT "T" IS AN OPEN SPACE AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.
- TRACT "G" IS AN ACCESS TO LOTS 175-176 GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED AND MAINTAINED BY THE H.O.A.
- TRACT "H" IS A PARKING AND OPEN SPACE AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.
- TRACT "I" IS A PARKING AND OPEN SPACE AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.
- TRACT "J" IS AN ACCESS TO LOTS 164-166 GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED AND MAINTAINED BY THE H.O.A.
- TRACT "L" IS A RETAINING WALL AND A LANDSCAPE AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.
- TRACT "SS" IS A PARKING AREA GRANTED TO THE H.O.A. WITH THIS PLAT AND IS TO BE OWNED, SHARED AND MAINTAINED BY THE H.O.A.



CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	25.00'	39.27'	N 43°42'01" W	35.36'
C2	70°31'17"	101.00'	124.44'	N 02°13'59" W	123.43'
C3	20°37'37"	101.00'	36.35'	N 16°04'06" W	36.15'
C4	11°20'45"	101.00'	20.00'	N 32°03'17" W	19.97'
C5	22°38'21"	101.00'	39.91'	N 49°02'50" W	39.65'
C6	26°06'03"	101.00'	46.01'	N 73°25'02" W	45.61'
C7	21°07'06"	101.00'	37.23'	N 80°44'27" E	37.02'
C8	16°58'44"	101.00'	29.34'	N 61°51'32" E	29.24'
C9	11°25'16"	101.00'	20.13'	N 47°49'31" E	20.10'
C10	15°48'19"	101.00'	27.86'	N 34°12'44" E	27.77'
C11	25°44'50"	101.00'	45.39'	N 13°26'09" E	45.01'
C12	16°43'13"	101.00'	29.53'	N 07°48'54" W	29.43'
C13	17°13'25"	101.00'	30.36'	N 24°48'14" W	30.25'
C14	10°39'42"	101.00'	18.79'	N 38°44'47" W	18.77'
C15	33°38'10"	25.00'	14.68'	N 27°15'33" W	14.47'
C16	7°58'34"	43.00'	5.99'	N 14°25'46" W	5.98'
C17	35°08'25"	43.00'	26.37'	N 35°59'17" W	25.96'
C18	40°38'10"	43.00'	30.50'	N 73°52'37" W	29.86'
C19	28°08'28"	43.00'	21.12'	N 71°44'04" E	20.91'
C20	33°38'10"	25.00'	14.68'	N 74°28'55" E	14.47'
C21	90°00'00"	25.00'	39.27'	N 46°17'59" E	35.36'
C22	57°57'11"	49.00'	49.56'	N 27°40'36" W	47.48'
C23	32°02'40"	49.00'	27.41'	N 72°40'36" W	27.05'
C24	23°13'38"	49.00'	19.86'	N 79°41'11" E	19.23'
C25	11°20'00"	49.00'	9.51'	N 11°59'52" E	81.32'
C26	17°42'04"	49.00'	15.14'	N 52°55'40" W	15.08'
C27	26°55'18"	49.00'	23.02'	N 75°14'21" W	22.81'
C28	44°37'22"	49.00'	38.16'	N 66°23'19" W	37.20'

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C29	90°00'00"	25.00'	39.27'	N 43°42'01" W	35.36'
C30	90°00'00"	25.00'	39.27'	N 46°17'59" E	35.36'
C31	42°50'37"	25.00'	18.69'	N 22°43'18" E	18.26'
C32	47°09'23"	25.00'	20.58'	N 67°43'18" E	20.00'
C33	4°04'04"	235.00'	16.68'	N 89°15'58" E	16.68'
C34	16°09'16"	235.00'	66.26'	N 79°09'18" E	66.04'
C35	41°24'35"	25.00'	18.07'	N 12°24'18" W	17.68'
C36	90°00'00"	25.00'	39.27'	N 46°17'59" E	35.36'
C37	90°00'00"	25.00'	39.27'	N 43°42'01" W	35.36'
C38	41°24'35"	25.00'	18.07'	N 22°00'17" E	17.68'
C39	17°24'15"	25.00'	7.59'	N 10°00'07" E	7.56'
C40	24°00'19"	25.00'	10.47'	N 32°42'24" E	10.40'
C41	14°55'56"	227.00'	59.14'	N 64°33'59" E	58.97'
C42	19°16'13"	227.00'	76.35'	N 81°39'53" E	75.59'
C43	34°11'48"	227.00'	135.48'	N 74°12'05" E	133.48'
C44	111°53'42"	43.00'	83.98'	N 66°23'19" W	71.25'
C45	44°37'22"	75.00'	58.41'	N 66°23'19" W	56.95'
C46	135°22'36"	49.00'	115.78'	N 23°36'41" E	90.68'
C47	135°22'36"	75.00'	177.21'	N 23°36'41" E	138.77'
C48	135°22'36"	101.00'	238.64'	N 23°36'41" E	186.88'
C49	90°00'00"	49.00'	76.97'	N 43°42'01" W	69.30'
C50	90°00'00"	75.00'	117.81'	N 43°42'01" W	106.07'
C51	90°00'00"	101.00'	158.65'	N 43°42'01" W	142.84'
C52	51°49'51"	270.00'	244.25'	N 83°01'06" E	236.00'
C53	52°20'42"	120.00'	109.63'	N 44°53'37" W	105.86'
C54	34°54'45"	405.00'	246.78'	N 36°10'39" W	242.98'
C55	28°26'04"	325.00'	161.29'	N 50°35'01" E	159.64'
C56	21°35'58"	101.00'	3.94'	N 87°35'02" W	3.94'
C57	90°19'31"	5.00'	7.88'	N 43°32'15" W	7.09'

Pg. 2 OF 2 JOB# 8838.02.04

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**OLSON** LAND SURVEYORS  
ENGINEERS  
INC. 222 E. EVERGREEN BLVD, VANCOUVER, WA 98660  
1-360-695-1385  
503-288-9936





## Staff Report – Consent Agenda

May 3, 2021 Regular Meeting

Approve 2020 ADA Improvements Change Order 1

Submitted by: James Carothers, Engineering Manager

Phone	Email
360.817.7230	jcarothers@cityofcamas.us

**SUMMARY:** Work on the 2020 ADA Improvements included installation of curb ramps in three areas of Camas: NW 18<sup>th</sup> Avenue and NW Beech Street; East First Avenue and SE King Street; and NE 6<sup>th</sup> Avenue and NE Adams Street. Change Order (CO) 1 totals \$25,976.00 and includes six items. The largest part of CO 1 was for street repair work on the north leg of NE 6<sup>th</sup> Ave and Adams Street. See photo below.



**Figure 1: NE 6<sup>th</sup> and Adams Street – Looking East**

Specifically, the existing raised island and the surrounding pavement were found to be in very poor condition when work commenced. These repairs amount to \$19,386.00. The Pavement Preservation Budget will cover this payment. CO 1 amounts to an increase of 27% above the original contract amount of \$94,869.00. The ADA Budget will pay for the remaining CO 1 items amounting to \$6,590.00.



**EQUITY CONSIDERATIONS:**

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

Approval of CO 1.

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?

Pedestrians and those with mobility impairments will benefit the most.

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.

Yes. The project benefits pedestrians and those with mobility impairments.

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

Yes.

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

N/A

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

N/A

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

This project improves access in accordance with the City's ADA Transition Plan.

**BUDGET IMPACT:** CO 1 costs are covered by existing ADA and Street Preservation Budgets.

**RECOMMENDATION:** Approve CO 1 in the amount of \$25,976.00.



City of Camas  
Contract Change Order

Order No. 1 Date 04/09/2021

Contract for T 1018 2020 ADA ACCESS UPGRADES

To McDonald Excavating Inc.  
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item	Description of Changes	Decrease in Contract Price	Increase in Contract Price
1A	Add'l Concrete Structures		\$3,290.00
1B	Remove Catch Basin at E. 1 <sup>st</sup> and King Street		\$2,000.00
1C	Roof Drain Tie-in at 18 <sup>th</sup> & Beech		\$1,300.00
1D	Replace Traffic Island at NE Adams & NE 6 <sup>th</sup> Ave		\$3,600.00
1E	Additional Paving Mobe		\$900.00
1F	Additional HMA Grind and Inlay		\$14,886.00
Subtotal:			\$25,976.00
8.4% Sales Tax			NA
Net Change in Contract Price:			\$25,976.00

Contract Change Orders for this project = 27% of Contract Award  
(Original Contract Value= \$ 94,869.00)

NOTES: **1A** – ADD Concrete for additional ramps, sidewalks, ped, curb and street curb to comply with ADA. **1B** – Remove existing cross-connected catch basin and plug lateral at E. 1<sup>st</sup> and King Street. **1C** – Tie-in required to facilitate curb repair at SW corner of NW 18<sup>th</sup> Ave and Beech Street. **1D** – Replace Traffic Island at NE 6<sup>th</sup> & Adams, north leg as requested by OPS. The new island meets current standards and improves pedestrian safety by removing a tripping hazard. **1E** - Add'l Paving Mobilization to maintain PED safety. **1F** – Operations requested that we pave the full street width on both sides of the new traffic island and provide a “neat line” tie-in point for future road repairs. All items Approved by Jim Hodges.

The amount of the contract will be **increased** by the sum of: Twenty Five Thousand Nine Hundred Seventy-six and 00/100 Dollars (\$25,976.00)

The contract total, including the original contract total, this and previous change orders will be **increased** to One Hundred Twenty Eight Hundred Forty-five and 00/100 Dollars (\$120,815.00)

The contract period provided for completion will not change.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested	<u>James Hodges</u>	<u>4/8/2021</u>
	Project Manager	Date
Recommended	<u>Jim E. Caruth</u>	<u>4/13/2021</u>
	Engineering Manager	Date
Accepted	<u>[Signature]</u>	<u>4.12.2021</u>
	Contractor	Date
Approved	_____	_____
	Public Works Director	Date

## ~ PROCLAMATION ~

WHEREAS, dementia is the number one cause of death in Washington state; and

WHEREAS, 6.2 million Americans (120,000 in Washington) are living with dementia and are cared for by 11 million unpaid caregivers (295,000 in Washington); and

WHEREAS, 66% of dementia care is provided in their own home by unpaid caregivers who are usually family members; and

WHEREAS, caregivers of people with Alzheimer's or other dementias provided an estimated 15.3 billion hours of informal (that is, unpaid) assistance in 2020, a contribution to the nation valued at \$256.7 billion; and

WHEREAS, Dementia Friends is a global movement that is changing the way people think, act, and talk about dementia; and

WHEREAS, the Area Agency on Aging and Disabilities of Southwest Washington and HOPE Dementia Support have partnered to co-sponsor Dementia Friends Clark County; and

WHEREAS, Dementia Friends Clark County has created programs and resources to help our local communities understand what dementia is and how it affects people;

NOW THEREFORE, I, Barry McDonnell, Mayor of the City of Camas, do hereby proclaim May 2021, as:

### ***"Dementia Friends Month"***

in the City of Camas and encourage citizens to become Dementia Friends by learning what it is like for those living with dementia.



In witness whereof, I have set my hand  
and caused the seal of the City of Camas  
to be affixed this 3rd day of May, 2021.

\_\_\_\_\_  
Barry McDonnell, Mayor



## ~ PROCLAMATION ~

WHEREAS, Americans are assisted everyday by the public servants who keep our communities running and thriving; and

WHEREAS, the dedication of these individuals has become even more evident when faced with the unprecedented challenges during the COVID pandemic; and

WHEREAS, those in public service represent wide range of roles in areas such as health care, first responders, military, education, administration, finance, human services, public works, community planning, recreation, and more; and

WHEREAS, on a local level, the City of Camas employees contribute significantly to the quality of life for all Camasonians by ensuring the continuation of essential services; and

WHEREAS, the employees of the City of Camas are committed to professional excellence, creativity, skill, and customer service; and

WHEREAS, during Public Service Recognition Week, we celebrate and thank all the public servants at the city, state, and federal levels who exemplify dedication to the common good;

NOW THEREFORE, I, Barry McDonnell, Mayor of the City of Camas, do hereby proclaim May 2 - 8, 2021, as:

### ***“Public Service Recognition Week”***

in the City of Camas and encourage citizens to recognize and appreciate the contributions made by those in public service.



In witness whereof, I have set my hand and caused the seal of the City of Camas to be affixed this 3rd day of May, 2021.

\_\_\_\_\_  
Barry McDonnell, Mayor

## PROCLAMATION OF CIVIL EMERGENCY

## CITY OF CAMAS, WASHINGTON

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

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

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

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

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

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

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

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

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

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



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

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

1. I declare there is a civil emergency caused by COVID-19 in the City of Camas.
2. The civil emergency requires the implementation of those powers delineated in Chapter 2. 48 and 8.56 of the Camas Municipal Code and Chapter 38.52 RCW.
3. To the extent of such powers as granted by law, the City may enter into contracts and incur obligations, and take any other appropriate action necessary to address and respond to the emergency to protect the health and safety of persons and properties and to provide emergency assistance to persons affected by this emergency.
4. These powers will be exercised in light of the exigencies of the situation without regard to the formalities prescribed by State statutes and rules, or by City ordinance (except for mandatory constitutional requirements). These include but are not limited to budget law limitations, requirements for competitive bidding, publication of notices related to the performance of public work, entering into contracts, incurring of obligations, employment of temporary workers, rental of equipment, purchase of supplies and equipment, and the appropriation and expenditure of funds.
5. I delegate to the Department heads and their designees the authority to solicit quotes and estimates for contracts necessary to combat the emergency. Department heads may enter into contracts in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000). Contracts over this amount will be signed by the Mayor.
6. Department heads are further authorized to reassign staff from their ordinary duties to work deemed necessary to address the emergency outside their normal job duties and to require work beyond normal working hours in the performance of duties deemed necessary to respond to the emergency.
7. Pursuant to Camas Municipal Code sections 2.48.020 and 8.56.080 a copy of this Proclamation shall be filed with the City Clerk, a copy delivered to the Director of Emergency Management, State Emergency Management, and the Governor and the news media within the City shall be advised, with copies of this Proclamation posted at public places as may heretofore be designated.
8. This Proclamation will take effect upon my signature and will remain in effect until modified or terminated pursuant to Camas Municipal Code Section 2.48.040.

DATED AND SIGNED THIS 18<sup>th</sup> DAY OF MARCH, 2020.

City of Camas



Mayor Barry McDonnell



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

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

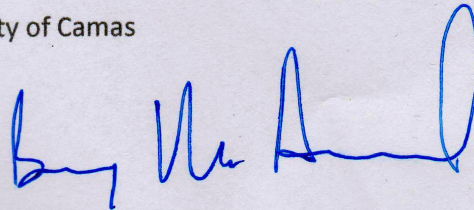
For and as supplement to said Proclamation, as Mayor of the City of Camas, do Proclaim as follows:

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

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

DATED AND SIGNED THIS 15<sup>TH</sup> DAY OF APRIL, 2020

City of Camas



Mayor Barry McDonnell

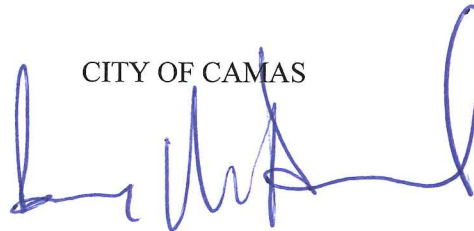


FIRST AMENDMENT TO PROCLAMATION OF CIVIL EMERGENCY

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

DATED AND SIGNED THIS 16<sup>TH</sup> DAY OF JUNE, 2020.

CITY OF CAMAS



Mayor Barry McDonnell



## Staff Report

May 3, 2021 Council Meeting

2021-2023 International Association of Fire Fighters (IAFF), Local #2444 Collective Bargaining Agreement

Presenter: Jennifer Gorsuch, Administrative Services Director

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

**BACKGROUND:** IAFF represents the City's line staff in the Camas-Washougal Fire Department. The current contract expired at the end of 2020, and we have negotiated a three year successor agreement.

**SUMMARY:** At the direction of Mayor and Council, a three year contract was negotiated with IAFF for 2021-2023. The contract provides for, among other items, an annual cost of living increase as well as shifting the department to a 4 platoon deployment model, which will help staffing levels at all stations. The contract is scheduled for a vote by IAFF on April 30, 2021 and expected to be ratified prior to the May 3 meeting.

### EQUITY CONSIDERATIONS:

**What are the desired results and outcomes for this agenda item?** The desired result is approval of the contract, which was negotiated in good faith between both parties.

**What's the data? What does the data tell us?** The data from comparable entities shows that the contract terms are appropriate.

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

**Who will benefit from, or be burdened by this agenda item?** Both parties, as well as the citizens, will benefit by maintaining comparable salaries and benefits, while changing deployment models to help with staffing city-wide.

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

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

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

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

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

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

**BUDGET IMPACT:** The overall budgetary impact for 2021 is approximately \$400k. Of that, \$253k has already been allocated in the 2021 budget. This includes a 2% cost of living adjustment and other benefits, as well as staffing changes.

**RECOMMENDATION:** Staff recommends that Council authorize the Mayor to sign the 2021-2023 IAFF Collective Bargaining Agreement.

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

**January 1, 2021- December 31, 2023**

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## AGREEMENT BETWEEN

the

CITY OF CAMAS

and the

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

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

### PREAMBLE

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

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

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

## **ARTICLE 1 –RECOGNITION**

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

## **ARTICLE 2 - UNION MEMBERSHIP**

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

## **ARTICLE 3 - DUES DEDUCTION**

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

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

- 4.1 It is in the best interest of the fire service to allow for flexibility in scheduling by the City. This is necessary in order to provide trained personnel for fire/medical response and to provide fire service coverage.
- 4.2 The Fire Chief will follow the work schedule provisions set forth below. If the Fire Chief determines a work shift and/or workweek change needs to be made, the City shall provide at least fourteen (14) days of personal notice of the change, except in the event of an emergency.
- 4.3 The work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty. Each employee shall work an average of 48 hours per workweek.
- 4.3.1 Beginning January 1, 2022, the work shift of 24-hour shift emergency personnel, as assigned by the Fire Chief, shall begin at 7:00 a.m. and shall consist of twenty-four (24) consecutive hours at the fire station followed by forty-eight (48) consecutive hours off duty. Followed by twenty-four (24) consecutive hours at the fire station followed by ninety-six (96) consecutive hours off duty. This schedule results in an average of 42 hours per workweek.



- 4.3.2 Beginning with the signing of this contract, the parties agree to implementation of floater positions. The process for implementation and scheduling is outline in Exhibit E. The Fire Chief will meet and confer with the labor group before any deployment of floaters.
- 4.4 The work schedule of 40-hour daytime personnel shall be Monday through Friday. Eight (8) consecutive hours, excluding the lunch period, shall constitute a day's work. The workday shall normally begin at 7:30 a.m.; the normal workweek shall consist of forty (40) hours in a seven (7) day work period. The City and the employee may elect to mutually agree on an alternative work schedule.
- 4.5 For the employees working the twenty-four (24) hour shift schedule every seventh (7th) shift shall not be worked and will be considered a Kelly day. Kelly Days are equally applied to all days of the week for each regular duty assignment. Kelly days are selected by the members in each separate regular duty assignment based on seniority as depicted in Article 11. Article 4.5 shall be suspended beginning January 1, 2022.
- 4.5.1 Beginning January 1, 2022, each 24-hour shift employee shall be required to choose 13 debit days per calendar year, (one in each of the 13 FLSA periods). Debit days shall be chosen by seniority and once chosen, may not be changed by the City without mutual consent of the parties. The method for debit day selection shall be outlined in exhibit C.
- 4.6 Off duty employees are expected to respond to alarms when called, if they are able. Members off duty due to disciplinary leave, illness or injury shall not respond to call back alarms unless approved by duty Battalion Chief or Fire Chief.
- 4.7 Employees who attend required training while off-duty, shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10.
- 4.8 Volunteers shall continue to be utilized according to past practice or as agreed by the parties.
- 4.9 Overtime – Twenty-four (24) hour Shift Personnel. All hours worked beyond the employee's regular twenty-four (24) hour shift, or in excess of forty-eight (48) hours in a work week shall be compensated at one and one-half (1.5) times their regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.
- 4.10 Overtime – Forty (40) Hour Daytime Personnel. All hours worked in excess of eight (8) hours per day (10 hours per day on a four (4) day, ten (10) hour work schedule), or forty (40) hours per week shall be compensated at the rate of one and one-half (1.5) times regular rate of pay. The regular rate is defined as the hourly equivalent of all straight time compensation received by an employee for work. The FLSA formula is that an employee's regular rate is the total "straight time" compensation received by the employee "for work," divided by the number of hours that money is intended to compensate. Overtime shall be accrued in fifteen (15) minute increments rounded up.

- 4.11 Forty (40) hour daytime employees on emergency callback (two (2) hour minimum) shall be calculated at a forty (40) hour overtime rate based on two thousand eighty (2080) hours per year.
- 4.12 Qualified forty (40) hour daytime employees may continue to be considered for twenty-four (24) hour shift overtime created by shift employee absences or vacancies, provided said employees are current with all applicable training competencies. Such shift overtime shall be scheduled in advance and not overlap or interfere in any way with the employee's regularly scheduled forty (40) hour workweek. Scheduled shift fill-in overtime shall be calculated and compensated at the forty (40) hour employees shift overtime equivalent based on two thousand four hundred ninety six (2496) hours per year.
- 4.13 The maximum consecutive hours an employee may work is 60. This is inclusive of any hours worked, including trades or overtime. If an employee works 60 consecutive hours, they are required to have a minimum of 12 consecutive hours off duty before they can return to work. Any schedule adjustment request or offering of overtime by the employee that would exceed 60 consecutive hours worked shall be denied. Exceptions may be made for major incidents, wildland mobilization, calls that extend through shift change, and natural disasters that require the call back of personnel.
- 4.14 All training to maintain medical certifications that are a requirement of employment in a job classification is work and shall be compensated consistent with this collective bargaining agreement. The City shall provide employees with the classes and training opportunities to maintain the required medical certifications consistent with the employee's job classification. It is the responsibility of the employee to maintain medical certifications that are a requirement of employment. The required certifications shall be those mandated by the Washington State Department of Health and the Clark County Medical Protocol Director to perform in the capacity of the employee's job classification.
- Paramedic personnel shall be compensated at their overtime rate of pay as depicted in Article 4.9 or 4.10 for all required classes to maintain paramedic certification in Clark County taken while not on duty during a regularly scheduled shift. The Administrative Office shall establish the list of required classes and their availability. It is the responsibility of each employee to maintain proper paramedic credentials. Those requirements shall be determined by the County Medical Program Director.
- 4.15 An employee may elect to accrue compensatory time in lieu of overtime at the same rate. An employee may bank up to a maximum of ninety-six (96) hours. Accrued compensatory time off shall be scheduled in the same manner as accrued vacation. If requested use of compensatory time off will result in the City incurring an overtime compensation expense to cover more than one (1) employee's absence, the request may be denied. Use of compensatory time will be authorized consistent with Article 4.21 of this CBA and additional requests for use may be denied unless specifically allowed in the FLSA.

- 4.16 Forty (40) hour daytime employees may elect to accrue compensatory time in lieu of overtime at the same rate up to a maximum of one hundred twenty (120) hours.
- 4.17 Employees will be called back at the discretion of the on duty Battalion Chief or designee due to; larger scale emergencies that deplete resources and the ability of on duty crews to cover subsequent emergencies or unscheduled upstaffing to meet emergent needs for weather events or hazardous conditions. Employees called back shall be compensated a minimum of two (2) hours plus time worked. 4.18 All overtime distinct from continuing beyond the completion of normal shift time shall be compensated at a minimum of two (2) hours at the overtime rate of pay.

4.19 Administrative Battalion Chief position

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

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

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

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

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

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

1. The BC assigned to Administrative Battalion Chief shall be provided the opportunity to fill SBC overtime opportunities, and when doing so act in the capacity of a SBC.
2. The City understands that when the BC assigned to Administrative Battalion Chief is assigned to work the SBC duties, the SBC duties become their primary responsibility resulting in a diminished ability to accomplish the Administrative Battalion Chief duties. There should be no negative impacts to the employee for not accomplishing the Administrative Battalion Chief duties.

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

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

#### 11 Line positions

- A minimum of three (3) Captains or Acting Captains
- A minimum of four (4) county certified lead paramedics
- A minimum of one (1) Battalion Chief or Acting Battalion Chief
- Engine Companies 41 and 42 shall have a minimum of one (1) Captain or one (1) qualified Acting Captain also one (1) qualified Paramedic. This company may cross staff a Medic Unit.
- Engine Company 43 shall have a minimum of one (1) Captain qualified or one (1) qualified Acting Captain.
- Medic Company 41 and 43 shall be staffed with a minimum of one (1) qualified Paramedic

- 4.21.1 With the deployment of 52 (fifty-two) operational line personnel, or no later than June 1, 2022, whichever comes first, the minimum line personnel shall be increased to twelve (12). The additional member shall be used to increase the minimum staffing at station 42 to three (3) personnel.
- 4.21.2 With the deployment of 56 (fifty-six) operational line personnel, or no later than October 1, 2022, whichever comes first, the minimum line personnel shall be increased to thirteen (13). The additional member shall be used to increase the minimum staffing at station 42 to four (4) personnel. With this addition, cross staffing shall be eliminated at station 42 and there shall be a minimum of one (1) Captain or one (1) qualified Acting Captain and two (2) qualified Paramedics.
- 4.21.3 Prior to the conclusion of this contract, it is anticipated by the parties that staffing of engine companies may frequently be a minimum of 3 (three) members due in part to the 4-platoon deployment, debit days, and increases in staffing. The parties agree that a three-person engine company is a mutually-desired minimum standard and that the parties shall normally meet monthly, or as needed, through the term of this agreement in order to continue to formulate a plan for the deployment of three-person engine companies for all engines deployed with a goal of providing the 3-person deployment as soon as practicable. The parties agree, that the mutual goal will be to provide that a three-person engine company as minimum staffing at station 41 followed by station 43 and then station 42 and subsequently any future stations.
- The parties agree that the minimum member leave opportunity (leave slots) equals 25% of the line personnel regularly working on an individual shift. The line personnel regularly working on an individual shift equals the total line personnel assigned to a shift then subtract the daily average number of Kelly Days.

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

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

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

Example:

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

Or

$$A=17$$

$$D= 17(1/7) \text{ rounded to hundredths} = 2.43$$

$$W= 17 - 2.43 = 14.57$$

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

The above formula shall be in effect through 12/31/2021 or until the four platoon deployment begins.

Beginning January 1, 2022, with the implementation of four platoon deployment, the parties agree that the minimum member leave opportunity (leave slots) shall be three (3) personnel per shift if 15 or fewer personnel are assigned to that shift. Once 16 personnel are assigned to a given shift, the minimum member leave opportunity (leave slots) shall be four (4) on that shift.

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

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

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

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

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

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

- 4.23 Employee for employee trades shall be allowed. Each member of the bargaining unit can exchange shifts with other members when the change does not reduce department staffing below that defined in Article 4.21 of this CBA.

- 4.24 Kelly day trades shall be allowed. Each member of the bargaining unit can exchange their scheduled twenty-four (24) hour Kelly day for a scheduled twenty-four (24) hour shift within the established twenty-one (21) day FLSA work period. A Kelly day trade shall occupy a leave slot as defined in Article 4.21 of this CBA.
- 4.24.1 Beginning January 1, 2022, members may trade debit days from one day to another within the same FLSA cycle so long as at least one individual is assigned a debit day for each day of the FLSA period and no more than two individuals are assigned a debit day for any day of every FLSA period.
- 4.25 Each member of the bargaining unit may voluntarily exchange a scheduled twenty-four (24) hour shift with another twenty-four (24) hour shift on a different platoon without an individual being assigned to work in their place. Self-trades may be denied unless the trade eliminates any need for additional personnel on overtime to meet minimum staffing requirements at the time of request. Self-trade requests shall not be made earlier than two (2) weeks prior to the 'traded from' day. The requested 'traded to' day must fall within one week of the 'traded from' day and be within the same FLSA work period.
- 4.26 Trade opportunities established in Articles 4.23 and 4.25 of this CBA will not create overtime obligations, interrupt instructor obligations or unreasonably interfere with daily operations, except Kelly day trades as provided for in article 4.24 since that trade occupies a leave slot. . Trade requests will not be capriciously or arbitrarily withheld. If a trade request is denied, the City will state in writing the reason for the denial. Trade requests will be addressed within twenty-four (24) hours of submittal of the written request. In the absence of the Fire Chief, the designee may respond to the trade submittal.
- 4.27 The FLSA period shall commence on any 'B' shift Monday and shall be a twenty-one (21) day period.
- 4.28 Should the Department have adequate staffing to explore Peak Deployment Units (PDU), the parties agree to meet and bargain the impacts of PDUs.

## **ARTICLE 5 – HOLIDAY COMPENSATION – TIME OFF**

- 5.1 Upon hire, probationary shift employees shall be advanced pro-rated holiday hours equivalent to 8.67 hours per month for the remainder of the calendar year within which they were hired. With the subsequent calendar year, Article 5.2 will apply.
- 5.2. Twenty-four (24) hour shift employees will be advanced one hundred four (104) hours of holiday time off at the beginning of each year in lieu of holidays.
- 5.3 Employees may cash out any amount of banked holiday time at the straight time rate anytime during the calendar year. Cashed out holiday time off will be remitted on the payday of the same pay period in which it was requested so long as it is requested prior to payroll cutoff.

- 5.4 Any accrued holiday time off not used by the December pay period cutoff each year, shall be cashed out at the employee's straight time rate.
- 5.5 Forty (40) hour daytime employees shall observe thirteen (13) holidays, the normal ten (10) that City Hall will observe by being closed plus three (3) floating holidays. If the three (3) floating holidays are not used by the December pay period cutoff, they shall be cashed out at the employee's straight time rate.
- 5.6 When an employee gives notice of separation from employment for any reason, or an employee transfers between being a 40/48 hour employee, the amount of holiday time off shall be prorated (8.67 hours per month) until the final date of separation or transfer. Any adjustment necessary to previously accrued hours will be made immediately. For employees who have cashed out their holiday time off prior to separation or transfer, the accrual shall be determined on a prorated basis until the last day of the month of separation and any unearned accrual that has been paid shall be deducted from the employee's final paycheck, or repaid to the City.
- 5.7 The Administrative Battalion Chief shall receive one-hundred four (104) hours of holiday accruals each January as outlined in this article. Up to eighty (80) of those hours may be used to offset the ten (10) holidays observed by City Hall during that same year. Any hours not used by the December pay period cutoff shall be cashed out at the employee's straight time rate.
- 5.8 The Administrative Battalion Chief shall be considered a platoon duty employee for the purposes of Article 5.

## **ARTICLE 6 – VACATIONS**

- 6.1 Employees shall choose vacation by seniority and will take them between January 1 and December 31 for vacation earned the previous year (including that earned in accordance with Article 5 above). Subject to other conditions and terms of this Article, an employee may schedule their vacation any time after January 1 of each calendar year.
- 6.2 An employee taking their vacation shall not be entitled to any extra compensation for having worked during the period for which he was granted vacation unless requested by the Fire Chief or designee and approved by the City to do so.
- 6.3 A maximum total of two (2) years vacation accrual may be carried over to the following year. Any accrued vacation time beyond the maximum at the end of December pay period shall be cashed out in the December paycheck at straight time unless retention is authorized by the Fire Chief or designee. Vacation hours cashed out in accordance with this paragraph shall not apply to or be restricted by Article 6.4 of this CBA. The Administrative Battalion Chief is considered a platoon duty employee for purposes of this article.
- 6.4 Employees may cash out up to 96 hours annually of accumulated vacation time at the straight time rate. Any request to cash out vacation time beyond a department



accumulated total of one hundred thousand dollars (\$100,000) within a calendar year shall be at the discretion of the chief or designee.

- 6.5 Employees shall receive all accrued vacation at the time of termination or separation of service including vacation earned on pro-rata basis during the year of termination.

Effective January 1, 2023, upon termination or separation of service, the employee shall receive accrued leave not to exceed two (2) years accrual.

- 6.6 Employees will be entitled to and shall accrue the benefit of vacation with pay consistent with the following chart:

<u><b>Length of Service</b></u>	<u><b>24 hr. shift personnel</b></u>		<u><b>40 hr. personnel</b></u>	
	Hrs/Mon	Hrs/Yr	Hrs/Mon	Hrs/Yr
0-1 yr.	6	72		
0- 4 yrs.			8	96
2-4 yrs.	12	144		
5-7 yrs.	14	168		
5 – 9 yrs.			12	144
8-10 yrs.	16	192		
10 – 14 yrs.			14	168
11-14 yrs.	18	216		
15-19 yrs.	20	240	16	192
20 or more yrs.	28	336	22	264

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

## **ARTICLE 7 – SICK LEAVE**

- 7.1 The City agrees to provide employees with paid sick leave earned at eighteen (18) hours per month with a maximum rollover on December 31 of each year of one thousand two hundred forty-eight (1248) hours for twenty-four (24) hour shift personnel.
- 7.2 Sick leave will accrue at eight (8) hours per month with a maximum rollover on December 31 of each year of one thousand forty (1040) hours for personnel working the forty (40) hour daytime schedule.
- 7.3 Employees noted in Section 7.1 above are entitled to use sick leave for only a bona fide illness or injury, quarantine due to exposure to contagious diseases, any physical treatment or examination including medical, dental or ocular. Employees may also use sick leave for illness or injury to the employee's spouse, domestic partner, child, grandparent, grandchild, or sibling requiring the employee's attendance and/or care.

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

- 7.4 Employees entitled to sick leave who have exhausted their sick leave accrual may use accrued vacation.
- 7.5 Time off for sick leave and medical purposes shall be charged against available sick leave for actual time used only.
- 7.6 Sickness or disability shall be reported to the Fire Chief or designee prior to time for commencement of the employee’s work day, or as soon thereafter as practicable. The employee may be required to provide proof of illness.
- 7.7 Any platoon duty employee who has reached their maximum accrual of one thousand two hundred forty-eight (1248) sick leave hours shall be eligible to cash out thirty-three percent (33%) at straight time thirty-three percent (33%) of all hours accrued over one thousand two hundred forty-eight (1248). This benefit will be paid to eligible employees annually in December.

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

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

- 7.8 The Union and the City agree to abide by the provisions of the Federal Family Medical Leave Act, Washington Family Leave Act and Washington Family Care Rules as outlined in Article 10.
- 7.9 If an employee retires from the City, meeting LEOFF plan requirements, providing less than 6 months’ notice, that employee is eligible to cash out twenty-five percent (25%) of their sick leave balance at their current straight time rate.

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

48 hour employees

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

All hours beyond 725 will be cashed out at 50%

40 hour employees

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

All hours beyond 550 will be cashed out at 50%

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

- 7.10 Upon retirement of an employee, the City shall make contributions into the WSCFF Employee Benefit Trust in an amount equal to one hundred percent (100%) of the employee's sick leave cash out. The trust fund is established in accordance with applicable federal and state laws, and the City shall contribute the monies on a pre-tax basis. The monies contributed to the trust fund shall only be used for retiree health insurance premiums or health service expenses.
- 7.11 The Administrative Battalion Chief shall be considered a platoon duty employee for purposes of Article 7.

## **ARTICLE 8 – BEREAVEMENT LEAVE**

- 8.1 A maximum of twenty-four (24) working hours bereavement leave shall be allowed when there is a death in an employee's immediate family such as spouse, domestic partner, child, parents, siblings, grandparent, grandchild or other member of the immediate household. This also includes "step" and "in-law" relationships as well as aunts, uncles, nieces and nephews of the first generation. Human Resources will administer Article 8 for consistency in unique circumstances as they arise.
- 8.2 Additional leave may be requested in twelve (12) hour increments to a maximum of forty-eight (48) hours total for each incident. Approval for additional leave can be given by the employee's immediate supervisor or in cases where short notice is given by the on duty officer. The additional hours of leave will be taken from the employee's banked sick leave first, then banked vacation holiday or comp time must be used. Leave without pay may only be used if all other leave has been depleted.
- Forty (40) hour employees shall follow the leave policy in the City of Camas Employee handbook and be allowed twenty-four (24) hours off.
- 8.3 Employees shall be allowed by the City to attend the funeral of deceased fellow employees with pay if the City has the ability to have another agency provide for emergency response.

## **ARTICLE 9 – JURY DUTY**

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

## ARTICLE 10 – OTHER LEAVES

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

During a period of military conflict declared by the President or Congress, an employee who is the spouse or registered domestic partner of a member of the Armed Forces, National Guard or Reserves is entitled to up to 15 days of unpaid leave while the employee's spouse or domestic partner is on leave from deployment, or before and up to deployment. (Spousal military leave may also be covered under FMLA leave for a qualifying exigency, although an employee need not meet the more stringent FMLA eligibility requirements in order to take this spousal military leave.) The purpose of this leave is to support the families of military personnel serving in military conflicts by permitting them to spend time together before a family member is deployed or while the family member is on leave from a deployment. An employee must work an average of 20 hours per week to be eligible for this family military leave.

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

- 10.2 The City may grant a regular employee a leave of absence without pay for a period not to exceed ninety (90) days. No leave of absence without pay shall be granted except upon written request of the employee. Whenever granted, the leave shall be in writing and signed by the City, and a copy filed with the department head. Upon expiration of a regularly approved leave without pay, the employee shall be reinstated in the position held at the time leave was granted without loss of seniority status, excepting that the time on leave will be deducted from the employee's total service to determine seniority. Failure on the part of the employee on leave without pay to report promptly at the expiration of the leave shall constitute cause for forfeiture of right to reinstatement.
- 10.3 Upon request the union president or their designated representative may be granted up to twenty-four (24) hours of time off with pay per year to conduct bona fide union business. All requested time over twenty-four (24) hours in a calendar year may be approved at no cost to the City.
- 10.4. Members of the Union negotiation committee shall be allowed to attend negotiation sessions while on-duty when staffing allows and there is no increased cost to the City.

10.5. The “City of Camas Shared Leave Policy” adopted 04/13/01 and mutually agreed on by the parties is hereby incorporated by reference as though it were set out specifically and completely in this Agreement.

10.6. The City and the Union agree to abide by the Washington State Domestic Violence/Sexual Assault leave law.

10.7. Federal Family Medical Leave

Employees who work for the City for at least twelve (12) months, and have worked one thousand two hundred and fifty (1250) hours over the previous twelve (12) months are eligible for up to twelve (12) weeks total of paid or unpaid leave per twelve (12) months period for: birth, adoption, or foster care of a child, or a serious health condition of the employee or immediate family member requiring in-patient care or continuing treatment by a health care provider.

An “immediate family member” for purposes of Family Medical Leave is defined as an employee’s spouse, child, parents, or any member of the immediate household. The City may expand the definition of immediate family under special circumstances. A “serious health condition” is an injury, illness, impairment or physical or mental condition that involves in-patient care or continuing treatment by a health care provider. The City may require certification from a health care provider for leave based on a serious health condition. The disability portion of pregnancy leave is considered a serious health condition for purposes of the Family and Medical Leave Act. The leave would normally end six (6) weeks after a normal birth or eight (8) weeks after a cesarean section.

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

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

10.8. Washington State Family Care Rules

Under this law, employees may use any accrued sick or other paid leave to care for a child with a health condition that requires treatment or supervision, or to care for a spouse, domestic partner, parent, parent-in-law, or grandparent who has a serious health

condition or an emergency health condition, and to care for children eighteen (18) years and older with disabilities.

10.9 Flex Hours

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

10.10 Workers' Compensation (Labor and Industries) Leave

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

10.11 Washington State Paid Family Medical Leave

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

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

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

## ARTICLE 11 – SENIORITY

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

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

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

## **ARTICLE 12 – CIVIL SERVICE RULES AND REGULATIONS**

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

## **ARTICLE 13 – HEALTH & WELFARE – DENTAL – VISION – PRESCRIPTION DRUG – PENSION – LIFE INSURANCE**

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

Effective January 1, 2022, members on the NWFFT Plan \$100 and Kaiser Plan B will transition to the NWFFT Plan \$200 and Kaiser \$250 deductible plan, respectively.

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

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

Effective January 1, 2022, this additional contribution provided by the City will be in the following amount:

- Employee only - \$2000/annually (paid in January)
- Family - \$3900/annually (paid in January)

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

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

- Employee coverage: 100%
  - Dependent(s) coverage: 90% (Employees shall pay, through pre-tax payroll deduction, 10% of total premium cost.)
- 13.5 The City agrees to pay 100% of the premiums for Delta Dental of Washington and Willamette Dental administered by Vimly Benefit Solutions for employee and dependent dental coverage for employees enrolled in NWFFT medical plans.
- The City agrees to pay 100% of the premiums for Delta Dental Plan F, Willamette Dental and VSP (administered by AWC) for employee and dependent dental and vision coverage for employees enrolled in Kaiser medical coverage.
- 13.6 The City shall provide a term life insurance policy for all employees in the amount of one time (1x) the employee's annual salary not to exceed Fifty Thousand Dollars (\$50,000.00).
- 13.7 The City shall inform the Union of new premium rates each year as soon as possible.
- 13.8 In the event insurance companies, brokers and/or administrators of the existing health and welfare plans notify the City of changes in the premium structure, benefits structure and/or the continued availability of such plans, then and in that event, the City will notify the Union and employees of such changes. The parties will negotiate these changes and thereafter the City will determine whether or not to make changes to the health and welfare plans inclusive of benefit levels and premium levels.
- 13.9 The City shall make pension contributions required to the LEOFF II state pension act.
- 13.10 The City shall provide post-retirement medical insurance for the employee from retirement to age sixty-five (65), subject to the provisions above. Employees hired after January 1, 2006 as described above shall not be eligible for City paid post-retirement medical insurance but may participate for themselves and their spouse/domestic partner at their own expense for the employee and spouse, consistent with plan requirements. The City does not facilitate payment or coverage for those not eligible for retiree medical. Retirees are not eligible for the HDHP/VEBA option outlined above in Article 13.4.
- 13.11 The Union and/or employee will indemnify and hold the City harmless from any and all claims or disputes between an insurance carrier and employees relating to medical claims and/or coverages.
- 13.12 Members of the bargaining group may participate in the City's Dual Insurance Incentive Program.

## **ARTICLE 14 – UNIFORM & EQUIPMENT**

- 14.1 Uniforms or an allowance for items unique and required for the proper and safe delivery of public services will be provided.



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

## ARTICLE 15 – DISCIPLINARY PROCEDURES

- 15.1 The City has the right to discipline employees for violations or charges inclusive of those set forth in Civil Service rules and regulations. The employee shall only be disciplined for and with just cause. Discipline should be applied at progressive and escalating levels to allow the employee proper notice of misconduct and an opportunity to improve performance. The level or degree of discipline imposed shall be appropriately based on the employee's prior record of service, length of service, severity of offense and prior record of discipline.
- 15.2 Disciplinary action or measures shall include only the following: (1) verbal reprimand, (2) written reprimand, (3) additional discipline may include denial of privileges such as trades or removal from platoon duty to 8 hour work days for a specified period of time, (4) suspension without pay, and (5) discharge.

- 15.3 Prior to the imposition of discipline the employee shall be informed of the alleged violation and be provided a copy of relevant documents the City has regarding the alleged violation that may exist.
- 15.4 In the case of potential suspension without pay or discharge the City shall hold a pre-disciplinary hearing no sooner than ten (10) calendar days not including Saturday, Sunday or City observed holidays from the time the employee was notified of the alleged violation. At this hearing the employee will be given an opportunity to present the employee's side of the issue. In all discipline the employee will be given an opportunity to explain their side before the reprimand is finalized.
- 15.5 If the employee wants representation, said employee is entitled to have union or legal representation, at no cost to the City, present at meetings held with the City to discuss disciplinary action against the employee.
- 15.6 When the City determines the circumstances are such that retention of the employee will likely result in the disruption of City services, damage to or loss of City owned property or be injurious to the employee, department coworkers or the services provided by the City, the City may immediately suspend with or without pay, depending on the circumstances. In such cases, the facts supporting the circumstances will be made available to the employee by the City not later than three (3) calendar days not including Saturday, Sunday or City observed holidays after the action became effective. If an employee is found innocent of the alleged violation, the employee shall receive all back pay for the suspension period.
- 15.7 Newly hired employees (entry level and lateral) shall serve a probationary period not normally to exceed twelve (12) months. In the event of extended illness, injury or a leave of absence that causes the employee to miss more than four (4) shifts, the employee's probationary period shall be extended by the equivalent amount of time the employee was not working.
- Step increases outlined in this document shall remain unaffected by the probationary period and will continue to be applied upon the date of hire anniversary. Probationary employees may be terminated/discharged without cause and without recourse; provided however, when a probationary employee is terminated / discharged, the employee may request an exit interview.
- 15.8 The employee and the employee's Union representative with the employee's authorization shall have the right to inspect the full contents of the employee's personnel file. No disciplinary document may be placed in the personnel file without the employee having been first notified of the document, given a copy of the document, and a copy of the document delivered to the Union. An employee who disagrees with the validity of any complaint added to the file shall have the opportunity to challenge said complaint under the grievance procedure herein. The employee shall be required to sign the written reprimand or other disciplinary action acknowledging that they have read the contents of the document.

- 15.9 Verbal reprimands shall be documented. Verbal and written reprimands will be removed, at the employee's request, from an employee's personnel file after one year from the date said action was finalized, provided that no further written reprimands have been issued within the one-year time period. If another written reprimand has been issued within this time period, then both written reprimands shall remain in the personnel file for an additional one year from the date of the latest written reprimand.
- 15.10 It is the City's sole determination as to whether or not an employee suspended without pay may be allowed to forfeit accrued vacation or compensatory time off in lieu of the suspension of pay.
- 15.11 The disciplinary procedure herein in no way intends to limit the supervisor's ability to counsel or coach subordinates. Subordinate counseling or coaching are pre-disciplinary corrective actions that are intended to assist the employee in identifying and correcting workplace deficiencies.

## ARTICLE 16 – GRIEVANCE PROCEDURE

- 16.1 Both parties understand that open and honest communication is essential to successful dispute resolution. The Union and the City agree to communicate in good faith and make all reasonable attempts to avoid escalation of any disputes that may arise. A grievance is defined as a dispute involving the interpretation, application, or alleged violation of any specific provision of this Agreement.
- 16.2 If the employee elects to have disciplinary action reviewed by the Civil Service Commission then a request for an investigatory hearing must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the disciplinary action. The employee must elect to have disciplinary action reviewed either through the grievance procedure or by the Civil Service Commission. An employee is not entitled to review of disciplinary action under both procedures. If the employee elects to pursue matters before the Civil Service Commission then the Civil Service Commission procedures will be applicable and not those of the collective bargaining agreement.
- 16.3 Grievances, except for disciplinary action to be reviewed by the Civil Service Commission [must be filed with the Commission within ten (10) calendar days excluding Saturday, Sunday and City observed holidays from the date of the discipline], must be initiated under the grievance procedure within thirty (30) calendar days excluding Saturday, Sunday and City observed holidays of the alleged violation or when the employee should have reasonably known about the alleged violation. Failure to timely file a grievance results in said alleged grievance being forever forfeited.
- 16.4 Grievances shall be resolved in the following manner:
- Step 1: The Union and/or employee shall first present the grievance in writing setting forth relevant facts including the alleged violation and the recommended

resolution to the Chief who shall review the grievance and render a written decision within ten (10) calendar days excluding Saturday, Sunday and City observed holidays.

Grievances must be in written form and contain the following:

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

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

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

- 16.5 Time limits within a grievance procedure may be waived or extended by mutual agreement of both parties. Failure to pursue a grievance to the next step renders final and conclusive the last determination and response.

- 16.6 Each party shall pay the expenses of their own representatives, witnesses, and other costs associated with the presentation of their case and one-half (1/2) the expenses of the arbitrator.

## **ARTICLE 17 – NON-REDUCTION OF WAGES AND WORKING CONDITIONS**

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

## **ARTICLE 18 – STRIKES AND LOCKOUTS**

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

## **ARTICLE 19 – UNION REPRESENTATIVES**

An authorized representative of the Union shall have the right to investigate grievances or conditions at reasonable hours upon first securing permission from the City to do so and without interfering with the progress of work. The Union shall advise the City, in writing, of the names of their authorized representatives and stewards.

## **ARTICLE 20 – BULLETIN BOARDS**

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

## **ARTICLE 21 – NON-DISCRIMINATION**

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

## ARTICLE 22 – WAGES, CLASSIFICATIONS AND PAY PLAN

- 22.1 The applicable pay plan is attached hereto and incorporated herein by references as Exhibit A and Exhibit B to this contract.
- 22.2 New employees will be paid at the first step of their pay range as determined by the City. An employee may be granted a step increase subject to satisfactory completion of probation as determined by the department head and after having served twelve (12) months at Step 1. Thereafter, an employee will be considered for a further step increase after twelve (12) months in each step and subject to satisfactory performance evaluations by the Fire Chief or designee. If performance reviews result in an unsatisfactory performance rating then the employee may be held in the existing step for up to an additional twelve (12) months. Thereafter, the employee will be considered for a further step increase subject to a satisfactory performance review by the Fire Chief or designee.
- 22.3 Effective January 1 of each year of this agreement, all employees in the bargaining unit shall receive a cost-of-living adjustment (COLA) equivalent to 100% of the change in the BLS Western Region (West) CPI-U from July to July of the previous year, with a minimum 2% and a maximum 3.5% increase.
- For 2021, this CPI-U amount is 1.7%; therefore all members of the bargaining group will receive a 2% COLA for 2021.
- The provision above shall be outlined in Exhibit A.
- 22.4 Employees will perform the job duties and responsibilities of their current classification.
- 22.5 A promoted employee on probation, shall receive an increase in pay to a minimum of one full step (no less than 3%) above any subordinate employee within the department. After completion of a twelve (12) month probation period, the employee shall be eligible to receive an additional step increase subject to satisfactory performance evaluations by the Fire Chief or designee. The completion date of the probation period shall be the new anniversary date of the promoted employee. Thereafter, the employee will be considered for further step increases subject to a satisfactory performance review by the Fire Chief or designee.
- If a probationary employee is sick or injured for a period of six (6) consecutive weeks or more, that length of time shall be added to their probationary time and any potential step increases shall be similarly extended.
- 22.6 If an employee in the Deputy Fire Marshal position voluntarily chooses to maintain emergency medical certification, the City will pay for continuing education in accordance with this contract. Such employee will not be entitled to premium pay for emergency medical certification.
- 22.7 All qualified duty personnel shall be considered to work out of class when the need arises. Selection shall be determined using the process defined in Exhibit D.

- Assigned to shift where vacancy occurred; if equal then,
- Assigned to station where vacancy occurred (does not apply to Acting BC position); if equal then,
- Seniority

Twenty-four (24) hour shift employees who work out of classification in a higher rank shall receive a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour. Employees will be considered working out of class anytime that they are placed in a position where they are forced to make the decisions of a higher classification because they are not provided the necessary supervision.

- 22.8 When a forty (40) hour employee is assigned and directed by the Employer to perform the work of a higher classification for more than five (5) consecutive work days, the employee shall be eligible for a premium equal to 8% of the top step of their job classification for each hour worked out of classification rounded up to the nearest whole hour beginning on the sixth (6th) day and continuing until such time as the temporary assignment is ended by the City.
- 22.9 It is the Employee's responsibility to maintain their paramedic skills and training necessary to maintain their paramedic certification. The City will assist the employee, with approval of the department head, in scheduling all necessary classes and training. The employee may elect to attend one (1) medically oriented conference each year subject to department head approval. The City will pay for the cost of the conference, transportation, meals, lodging and cost of re-certification tests.
- 22.10 Any qualified Firefighter/Paramedic who works as a Field Training Officer (FTO) will be eligible for a premium equal to 8% of the employee's base hourly wage for each hour performing FTO duties.
- 22.11 Promotional Process for Fire Captain  
Eligible candidates shall have four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the firefighter or firefighter paramedic grade.
- 22.12 Promotional Process for Battalion Chief  
Eligible candidates shall have a minimum of four (4) years of line service within the Camas Washougal Fire Department (CWFD) at the captain or Paramedic Captain grade.
- 22.13 Represented employees shall receive longevity pay that is calculated as an addition to their base hourly rate of pay. Longevity shall be included in the base rate of pay when calculating overtime. The following reflects the percentage increase based on the number of years employed with the CWFD, CFD and WFD.

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

## 22.14 Special Duty Assignment Premiums

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

Rope Rescue Technician – 2% of employee's base pay  
 SCBA Technician – 2% of employee's base pay  
 EMS Supply Coordinator – 2% of employee's base pay

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

A Selection Committee shall be formed from within the union group consisting of: A member of the executive board of the union, the Administrative BC or a line BC if the Admin BC position is vacant, a Captain, a line firefighter or firefighter paramedic, and the member responsible for the area of special duty. One member of the selection committee may fill more than one qualification (Ex. A Captain who is also the member responsible for the area of special duty may fill the committee requirement for both Captain and the member responsible for the area of special duty. The committee members shall be agreed to by the Union and the Fire Chief or designee.

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

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

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

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

It is the intention of the City to establish a Swift Water Rescue Program. Upon approval and budgetary authority for the program, if the Chief assigns employees to be Swift Water Rescue Technicians, those members will be eligible for special duty pay equal to other special duty assignment premiums.

## **ARTICLE 23 - HEALTH AND SANITATION**

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



## **ARTICLE 24 - SEVERABILITY**

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

## **ARTICLE 25 - MILEAGE ALLOWANCE**

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

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

If an employee is notified of a change in assigned station after their preceding shift, moving their equipment from the previously assigned station to the newly assigned station shall be considered work. The employee shall be compensated for the time spent performing that work not to exceed 30 minutes per event. The employee shall also be afforded mileage reimbursement at the current rate utilized by the City.

## **ARTICLE 26 - LIABILITY INSURANCE**

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

## **ARTICLE 27 - DEPARTMENT RULES AND REGULATIONS**

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

## ARTICLE 28 - JOB DESCRIPTIONS AND RECLASSIFICATIONS

- 28.1 The City agrees to send all new entry level employees through a local academy supported by Portland Community College or a state level academy established by Washington State Patrol. Upon completion of either academy, the employee receives the required certifications for employment which include IFSAC Firefighter 1, Firefighter 2, Hazmat Awareness and Hazmat Ops.
- 28.1.1 Lateral entry employees shall possess the required certifications listed above or their equivalent and have a minimum of three (3) years or six thousand (6000) hours of experience with another professional department. Lateral employees shall not need to attend a fire academy and shall move to Step 4 of the wage scale (Exhibit A) at their respective anniversary date. Lateral employees shall be provided a four (4) week orientation prior to placement on shift.
- 28.1.2 In lieu of participation in JATC the financial component of the program shall be reallocated to provide the following:
1. Prior to members approved to work out of class as an Acting Captain they shall be provided blue card incident command certification training.
  2. The department shall host, at no cost to the employee, at least two training opportunities annually as determined by the Training Captain with outside recognized training.
- 28.2 When work operations involving new or substantially changed requirements are established as determined by the City, and such requirements are not adequate or properly prescribed in any existing position, the City will revise the position or establish a new position classification consulting with the Union beforehand.
- 28.2. The classifications of Firefighter and Firefighter/Paramedic shall be considered lateral positions. It is the intent of the City to permit Firefighters and Firefighter/ Paramedics, who possess the necessary qualifications, to make lateral transfers to vacant Firefighter and/or Firefighter/Paramedic positions prior to requesting the appointing authority to make requisition upon the Civil Service Commission to fill such vacancy. Such transfers shall not result in a change to the employee's anniversary date. The City retains the right to determine the number of employees in each classification in order to accomplish the City's service delivery mission.
- 28.3. Firefighters requesting transfer into the Firefighter/Paramedic position shall be, at a minimum, in FTEP Phase 4. A raise in compensation equivalent to the differential between Firefighter and Firefighter/Paramedic at equivalent steps shall be granted at the time of transfer. Such transfer shall not be considered "permanent" until "lead medic" status is attained. If "lead medic" status is not attained within fifteen (15) shifts of the

initial transfer, unless extended by mutual agreement of the Chief, EMS Division Chief and FTO, the employee shall revert to their previous position and pay status.

- 28.4. Firefighter/Paramedics requesting to transfer into a Firefighter status shall receive a reduction in compensation equivalent to the differential between Firefighter/Paramedic and Firefighter at equivalent steps at the time of transfer. Firefighter/Paramedics may only change status to Firefighter if there is a current approved Firefighter vacancy.

## **ARTICLE 29 - CONFLICT OF CONTRACT AND ORDINANCE**

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

## **ARTICLE 30 - MANAGEMENT RIGHTS**

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

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

## **ARTICLE 31 – USE OF TOBACCO PRODUCTS**

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

## **ARTICLE 32 - DRUG AND ALCOHOL POLICY AND PROCEDURES**

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

## **ARTICLE 33 – PHYSICAL FITNESS**

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

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

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

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

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

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

## **ARTICLE 34 - USE OF FIRE STATION**

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

## **ARTICLE 35 - WSCFF RETIREE MEDICAL TRUST**

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

## **ARTICLE 36 - ALTERNATIVE DUTY**

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

Any additional time off will be subject to the rules that govern elective time off.

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

Any additional time off will be subject to the rules that govern elective time off. During the employee's light duty shift, the employee will be under the direct supervision of the respective Captain and Battalion Chief. The employee will participate in shift activities and facilitate operations not barred by the terms of their medical release.

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

## **ARTICLE - 37 - LABOR MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee, consisting of up to three (3) union representatives and up to three (3) City representatives. The Committee shall meet at the request of either party, by mutual consent. The committee's purpose is to discuss matters of mutual concern. It may

forward recommendations to Management. It is understood that the committee's role is advisory only. For attendance of meetings, which are mutually agreed to, union representatives shall be in a paid status. The parties shall make good faith efforts to minimize the overtime impacts of the meeting.

## **ARTICLE - 38- WILDLAND MOBILIZATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Underclothing/socks
- Additional clothing for thermal layering
- Personal tent
- Sleeping bag
- Cot or sleeping pad
- 72 hours food and water supply
- Toiletries kit
- Eye wear
- Shower sandals/bath towel

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

## **ARTICLE 39 – EDUCATIONAL INCENTIVE**

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

Effective January 1, 2022, as an incentive to continue with the education process, the City agrees to provide to all members an educational incentive premium added to the member's base pay equal to one (1%) percent for an Associate's Degree or two (2%) percent for a Bachelor's Degree from an accredited college or university.

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

## **ARTICLE 40 – DEFERRED COMPENSATION**

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

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

Effective January 1, 2023, the City shall contribute a dollar-for-dollar match of up to two percent (2%) of the employees' base salary per month into the deferred compensation plan of their choice provided by the City.

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



## ARTICLE 41 - TERMINATION AND RENEWAL

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

**CITY OF CAMAS, WASHINGTON**

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

By: \_\_\_\_\_  
Barry McDonnell, Mayor

By: \_\_\_\_\_  
Kevin Bergstrom, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jamal Fox, City Administrator

By: \_\_\_\_\_  
Kevin West, Vice-President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Effective January 1, 2021 – 2%

Position						
	1	2	3	4	5	6
Battalion Chief	8965	9296	9642	10000	10371	10757
Fire Captain/Paramedic	8325	8632	8954	9286	9631	9988
Fire Captain	7685	7968	8264	8571	8890	9220
Deputy Fire Marshal	7685	7968	8264	8571	8890	9220
Firefighter/Paramedic	7044	7304	7576	7857	8149	8452
Firefighter	6404	6640	6887	7143	7408	7684

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

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

**EXHIBIT B**

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

Firefighter 100%

Firefighter/Paramedic 110%

Fire Captain and Deputy Fire Marshal 120%

Paramedic Captain 130%

Battalion Chief 140%

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

## **EXHIBIT C**

### **Debit Selection**

By seniority, every member, except Battalion Chief, would pick their 13 debit days prior to the start of the new year. Vacation selection would follow.

Each day of the 28-day FLSA cycle would require at least one individual working a debit day. Additionally, no more than two individuals shall schedule a debit day on the same day during the FLSA cycle.

Two days each calendar year shall not be required to be selected as debit days and those shall be Christmas and Thanksgiving.

Debit Selection for the position of Battalion Chief will be by the following method:

Battalion Chiefs will conduct their debit day selection following vacation selection. Debit days will be chosen by Battalion Chiefs with a priority to occupy vacancies in all 13 FLSA cycles. The Battalion Chiefs will select debit days prior to the start of the new year.

## **EXHIBIT D**

### **Acting Captain**

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

Qualified personnel are defined as:

1. A member ranked on a certified promotional exam list for fire Captain; or
2. A member who has achieved all the following:  
     A passing score on the tactical simulation exercise(s) that were used in the most recent promotional exam for the rank in which they will be acting out of class and Successful completion of the AC task book, for acting captain.

Testing:

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

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

Assignments will be made using a rotational system similar to the card system used for general OT callback

Assignments will be made in the following order:

1. Qualified member assigned to the shift and station where the vacancy occurred who is on a certified promotional list will fill the vacancy o If multiple members qualify as above, then the position will be filled using the rotational system.
2. Qualified AC member assigned to the shift and station where the vacancy occurred o If multiple members qualify as above, then the position will be filled using the rotational system.
3. If no members qualify at the station where the vacancy occurs, the rotation will apply to the entire shift, thus causing a station move o This rotation will occur in the order:
  - A. Members on Captain promotional list
  - B. Members on AC list on a rotational basis
4. If no members who qualify are on the entire shift, then the vacancy will be filled with OT callback, by calling back in this order:
  - A. Ranked Captains on a rotational basis.
  - B. Members on the Captain promotional list on a rotational basis
  - C. AC qualified members on a rotational basis

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

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

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

The member will complete the tactical simulation annually.

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

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

## **EXHIBIT E**

### **Floater position**

Recognizing the mutual desire to limit the impact of mandatory overtime and the burden that places on the union, the union and City agree to the following language regarding the implementation and use of 'Floater' firefighters.

- A) Up to two members will be assigned to the 'floater' position.
  - 1. Bidding to fill the floater position(s) shall be by seniority with the department and chosen from all paramedics below the grade of captain. The selection process will include a fourteen (14) day posting to allow all interested employees the opportunity to apply.
- B) To qualify for the floater position, the appointed personnel must be an AC qualified paramedic. Once all qualified candidates have been identified a selection process shall begin and a Selection Committee shall be formed from within the union group consisting of: A member of the executive board of the union, the Administrative BC or a line BC if the Admin BC position is vacant, a Captain, a line firefighter or firefighter paramedic.

The selection committee will recommend to the Fire Chief or designee the applicant/s most qualified to fill the floater position/s.

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

If two or more candidates are found to be equally qualified by the committee selection process, seniority shall be the tie breaker with the most senior member being selected. Regular hours of the floater(s) shall be scheduled for one 21 -day FLSA work cycle at a time. The floater schedule shall be posted ten (10) days prior to the beginning of each scheduling period of the 21 -day FLSA work cycles. The floater shall normally work 24 hours on followed by 48 hours off.

- 1. The floater(s) shall choose from shifts requiring the use of OT to maintain minimum staffing. If there are not sufficient shifts in a 21 day FLSA cycle that require the use of OT, then the floater shall select shifts that meet the needs of the department while considering the employees' needs and maintaining the hours requirement set forth above.
- 2. The floater(s) shall, with mutual consent, be allowed to work 2 consecutive shifts in a row to meet the needs of the department. The floater shall not select more than 48 consecutive hours of regular shift duty. This is not inclusive of any overtime shifts.
- 3. The floater(s) shall schedule 144 regular hours in each 21 -day FLSA work cycle.

4. The floater(s) shall schedule vacation irrespective of the personnel assigned to shift. The floater(s) may schedule up to 72 hours of leave during any 1 FLSA period. That limitation is made possible by the flexible nature of the schedule.
5. This agreement does not prohibit the floater(s) from working overtime or making shift trades. When the floater works any shift(s) in addition to scheduled shifts during an FLSA cycle, he/she shall be eligible for overtime as defined in the CBA.
6. The floater(s) shall schedule 2496 hours each year.
7. The floater(s) may request to move a selected shift to another shift, if available, with the approval of the Chief or designee.
8. Additional shifts may be made available due to disabilities, injuries, or extended leaves. The Floater(s) may move selected shifts to cover these absences, or may be assigned by the Chief or designee if mutually agreed upon.
9. The Administrative Battalion Chief shall be responsible for posting the needs of the department and coordinate the selection process for the floater.

Once the time has been placed in scheduling, the continued monitoring of scheduling shall be done by the shift battalion chiefs. Any changes to schedules for the floater must be approved by the Chief or designee.

- C) In the event of any unforeseen scheduling problems, both parties agree to meet and mutually resolve the problem.