



## **CITY COUNCIL WORKSHOP AGENDA**

**Monday, December 2, 2013, 4:30 p.m.**

**Camas City Hall, 616 NE 4<sup>th</sup> Avenue**

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### **I. CALL THE JOINT MEETING WITH WASHOUGAL CITY COUNCIL TO ORDER**

### **II. ROLL CALL**

### **III. PUBLIC COMMENTS**

### **IV. FIRE DEPARTMENT**

#### **A. Interlocal Agreement for Continuation of Joint Emergency Services**

1. Details: The Camas and Washougal fire departments have been operating as one agency since July of 2011 through a partnership whose goal was to maintain or increase levels of service for the same or less cost. The current agreement ends December 31, 2013. Continuation of the partnership is recommended by the department to maintain levels of service to the community. Financial Consultant Paul Lewis will be presenting a proposed long term Interlocal Agreement, with an accompanying Power Point Presentation.

Department/Presenter: Paul Lewis, Financial Consultant, David Scott, Washougal City Administrator and Nick Swinhart, Fire Chief

Recommended Action: No action, informational only

### **V. MAYOR**

#### **A. C-TRAN Board and Regional Transportation Council (RTC) Representation**

1. Details: The purpose of this agenda item is to allow Camas City Council to discuss representation on the C-TRAN Board and the RTC in partnership with the City of Washougal.

Department/Presenter: Mayor Scott Higgins and Mayor Sean Guard

Recommended Action: Discuss and come to a conclusion regarding representation on the C-TRAN Board and RTC for 2014

### **VI. PUBLIC COMMENTS**

### **VII. ADJOURNMENT OF JOINT MEETING WITH WASHOUGAL CITY COUNCIL**

### **VIII. BREAK**

### **IX. RECONVENE CAMAS CITY COUNCIL WORKSHOP**

## **X. COMMUNITY DEVELOPMENT DEPARTMENT**

### **A. Growth Management Act (GMA) - Clark County Population Projections**

1. Details: Under the GMA Clark County officials are mandated to establish population targets based upon a reasonable range of population growth projections established by the Office of Financial Management, for a 20 year planning period. From this, the City of Camas will be allotted a new population projection for the 20 year planning period that will be a basis for planning updates under the 2016 City of Camas Comprehensive Plan. The current population target allocated to the City is a population of 34,809 in year 2024. This target was established in 2007 based upon a growth rate of 2% and has been used when considering amendments to the City's comprehensive plan, capital facilities plans and in the development of impact fees, and system development charges. Trends throughout the County and State in recent years have been in the range of 1% and it appears since 2010, Camas has been growing at a rate of approximately 1.75% per year. On December 18, 2013, the Clark County Commissioners have invited the Cities to a workshop to discuss the population projections before moving to formal adoption of a population projection. County staff are proposing to the County Commissioners that they adopt the OFM medium population projection as it represents the most likely estimate of future population [RCW 43.62.035] and 1) Matches the RTC regional forecasts, 2) In keeping with the current demographic trends, adjust if necessary at the 2016 update, 3) Reduces the burden on public services, 4) Streamlines the approach to comply with an unfunded mandate, 5) Maintains existing Urban Growth Areas (UGA), 6) Targets rezones to allow for 22,103 fewer people and more jobs than in the other projections, and 7) Prepares the County to be more self-reliant for the next growth curve.

Department/Presenter: Phil Bourquin, Community Development Director

Recommended Action: Staff recommends that Council supports the County

Commissioners establishing a 20 year population projection based on OFM – medium projections for the reasons identified by County staff as well as for the following reasons:

1) The City has expended a significant amount of time and resources to update and maintain its capital facilities plans including a water and sewer plan, stormwater plan, transportation impact fee update and system development charges based upon a population that most closely emulates the OFM medium projections (generally requires no expansion of the Camas UGA), 2) The OFM medium population projections are consistent with population targets that were included in 2013 Comprehensive Plan Amendments by the City and agreed to through agreements with property owners along the Lacamas Lake Northshore, and 3) All jurisdictions within the County have limited

resources. The County Commissioners' decision to utilizing either a higher or lower population projection will significantly increase the cost to the City to update its studies and plans.

B. Change Order No. 3 for Project P-862 Lacamas Lake Lodge

1. Details: Change Order No. 3 to JWC, LLC is in the amount of \$42,160.59, including sales tax.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Place this item on the December 16, 2013, Consent Agenda for Council's consideration.

C. Change Order No. 1 for Project WS-720A STEP/STEF Tank Pumping

1. Details: Change Order No. 1 to AAA Septic Service, LLC is in the amount of \$2,423.82. This change order changes the dump site location as required in the City's existing contract documents. After execution, Change Order No. 1 will require the contractor to dump collected solids at the Camas Wastewater Treatment Plant. Doing so requires the contractor to increase his transportation and unloading time. The unit cost for this change is \$43 per tank.

Department/Presenter: James Carothers, Engineering Manager

Recommended Action: Place this item on the December 16, 2013, Consent Agenda for Council's consideration.

## **XI. PUBLIC WORKS DEPARTMENT**

A. Pacific Groundwater Group Professional Services Contract

1. Details: This contract provides for the closeout of Department of Ecology (DOE) well monitoring requirements for Well No. 14, and a request to DOE for minor modifications to the Jones/Boulder Creek water rights to assist the new water slow sand plant fall startup. The contract amount is not to exceed \$16,320.

Department/Presenter: Eric Levison, Public Works Director

Recommended Action: Place this item on the December 16, 2013, Consent Agenda for Council's consideration.

B. Developer Agreement Between Lennar Northwest, Inc., and the City of Camas

1. Details: The developer agreement is for the Grand Ridge Pump Station (PS) upgrade per condition No. 30 of the Breckenridge Subdivision Final Order. To meet time constraints Lennar is constructing improvements to the Grand Ridge PS. Lennar was required to evaluate the existing capacity of the Grand Ridge PS. The evaluation showed that the original design and pumping system would provide sufficient capacity for Breckenridge, but that the current configuration was not performing as originally designed due to the size and age of the existing pumps. The proposed upgrades will restore the design capacity of the station as well as provide

capacity for additional flows beyond Breckenridge. The pump station upgrades are identified in the Grand Ridge Pump Station Developer Agreement and are estimated at \$85,000.00 with the actual reimbursement cost not to exceed 5% of the estimated cost (\$89,250.00). Lennar will fund \$7,500.00 of the upgrades. The maximum the City will pay is \$81,750.00. This is a budgeted item for pump station repairs.

Department/Presenter: Eric Levison, Public Works Director

Recommended Action: This developer agreement will come before Council for consideration as a consent item on December 16<sup>th</sup>.

## **XII. LIBRARY**

- A. Amendment No. 2 to the State of Washington Intergovernmental Agreement No. 4175

- 1. Details: This amendment changes the billing cycle for the K-20 network circuit charges, changes the termination terms, and amends Exhibit A with the new charges. The K-20 network provides internet connectivity and support services. The circuit co-pay is less than previous charges.

Department/Presenter: David Zavortink, Library Director

Recommended Action: Place this amendment on the December 16, 2013, Consent Agenda for Council's consideration.

## **XIII. POLICE DEPARTMENT**

- A. Regional Justice Information Network – Intergovernmental Agreement

- 1. Details: The City of Portland is coordinating a bi-state police records management system that is currently under development. The database will be the primary resource used to write, collect and disseminate police reports and all associated data. The City of Camas currently receives similar services from Clark County. When this new Portland police system is developed, Clark County will be moving to it, along with over 30 other law enforcement agencies. Camas Police Department has agreed to move to the new system when it comes on-line in 2015. Fees and costs for the 1<sup>st</sup> two years are being paid by Clark County to encourage the City's participation. The City of Portland needs a commitment from participating agencies to move forward in their planning process. This agreement is a necessary step towards the City of Camas joining the new system and provides Portland with an assurance of those agencies desiring to move forward. The City Attorney has reviewed this agreement in a draft form and did not have any issues with it. Police Chief Mitch Lackey will be present during the workshop to answer questions, but this item can be handled without oral presentation to save time.

Department/Presenter: Mitch Lackey, Police Chief

Recommended Action: Place this item on the December 16, 2013, Consent Agenda for Council's consideration

#### **XIV. MAYOR**

A. 2014 City of Camas Legislative Priorities Revisited

1. Details: City Council discussed the 2014 legislative priorities for the City of Camas during the November 18, 2013, Council Workshop. A draft of the 2014 Legislative Shortlist was created based on the discussion. The draft is attached for Council's review and further discussion if necessary.

Department/Presenter: Mayor Scott Higgins

Recommended Action: Review the 2014 Legislative Shortlist Draft and make further recommendations if necessary. This topic will be placed on the December 16, 2013, Council Meeting Agenda for adoption.

#### **XV. CITY ADMINISTRATION**

A. Miscellaneous and Scheduling

1. Details: Updates on Miscellaneous or scheduling items.

Department/Presenter: Jennifer Gorsuch, Acting City Administrator

#### **XVI. COUNCIL COMMENTS AND REPORTS**

#### **XVII. PUBLIC COMMENTS**

#### **XVIII. ADJOURNMENT**

NOTE: The City of Camas welcomes and encourages the participation of all of its citizens in the public meeting process. A special effort will be made to ensure that a person with special needs has the opportunity to participate. For more information, please call 360.834.6864.

# Camas/Washougal Fire Department Draft Interlocal Agreement

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**Joint City Council Work Session**

December 2, 2013



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## Agenda

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- History & Context
- Key Provisions
- Next Steps
- Discussion



# History & Context

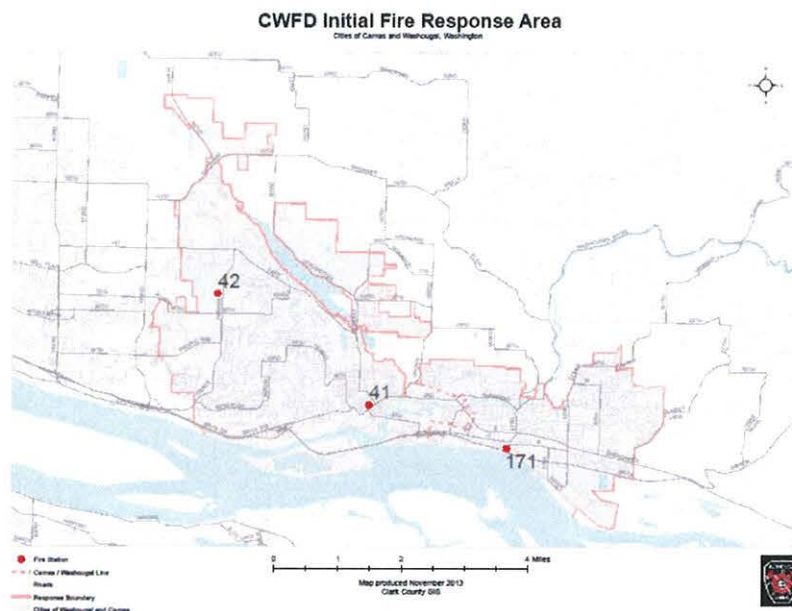
- Over a 30 year history of cooperation in delivery of Fire, EMS and Ambulance services
- Staffing and operations consolidated on a trial basis since July 2011
- Investigated formation of a Regional Fire Authority in 2012
- Gave direction to pursue formalizing consolidation in early 2013

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

3

# History & Context



December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

4

# History & Context

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## **Trial Consolidation Assessment**

- Increased minimum daily staffing at the Washougal fire station
- Added a paramedic transport unit to the Washougal fire station where none previously existed
- Decreased ambulance response times to serious medical calls in the eastern portion of the consolidated service area

# History & Context

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## **Trial Consolidation Assessment**

- Expanded fire inspection and prevention programs for both cities
- Contributed to lower overtime costs and other cost savings in 2013
- Improved personnel training through better coordination and planning



# History & Context

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## **Joint Service Delivery Context**

- Joint operations deliver Fire and/or EMS services to an estimated 180 of Washington's 281 cities covering more than 56% of the State's incorporated population
- Several jurisdictions currently evaluating joint service delivery options or Regional Fire Authority formation

# History & Context

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## **Fire Consolidation Ad Hoc Group**

- Joint city council group has guided development of the draft interlocal agreement (ILA)
  - Identification of key policy issues
  - Review of proposed cost sharing
  - Review of draft ILA outline
- Additional review by Don Bivins from ESCI, city attorneys and staff

# Key Provisions

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## Ad Hoc Group Policy Issues

- “Policy Map” references the policy issues identified by the Ad Hoc Group
  - Structure of the Agreement
  - Performance Evaluation
  - Governance
  - Capital Facilities & Equipment
  - Level of Service
  - Financial Terms

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

9

# Key Provisions

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## Agreement Structure

- Ten year term with automatic ten year renewal (Sec. 2)
- Two year option to terminate without cause with one year option to terminate if certain events occur (Sec. 19)
- Linkage to agreement with East County Fire & Rescue (ECFR) for ambulance service (Sec. 3 & 18)

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

10

# Key Provisions

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## Agreement Structure

- Effective date of January 1
- Transition period to allow for agreement with IAFF on personnel transfer and for other work to be completed by staff (Sec. 17)
- Fully operational when Washougal employees transfer to Camas employment
- Extension of current trial consolidation until employees transfer (Sec. 3.1)

# Key Provisions

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## Services/Level of Service

- Full compliment of services provided (Sec. 5)
- Current level of service, staffing and deployment to be continued – subject to available funding (Sec. 6)
- Response policy and standards to guide services & response times (Sec. 6.2 & Att. B)
- Volunteers to continue to be utilized at or above current level (Sec. 9)



# Key Provisions

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## **Performance Evaluation**

- Initial deployment of personnel, staffing and apparatus identified (Sec. 6.4-6.6)
- Response policy and standards established (Sec. 6.2 and Attachment B)
- Quarterly and annual reports (Sec. 11)
- Overtime monitoring required (Sec. 11.1.4)
- Opportunities to renegotiate if certain events occur (Sec. 18)

# Key Provisions

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## **Governance and Administration**

- Camas is lead agency and responsible for administration and policy and adhering to the terms of the ILA (Sec. 8)
- Fire Chief is an employee of Camas but meets with both city administrators and Washougal is involved in evaluation and hiring (Sec. 12)
- Joint Policy Advisory Committee (JPAC) to meet at least annually (Sec. 10)

# Key Provisions

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## **Personnel & Labor Agreements**

- See sections 13 and 14
- Common salary and benefits structure
- Minor pay scale adjustments to be made
- Seniority and leave balances transfer
- Subject to Memorandum of Understanding with IAFF Local 2444
- Declining Washougal liability for leave payouts over first three years

# Key Provisions

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## **Capital Facilities and Equipment**

- Washougal apparatus, vehicles, equipment, etc. to be transferred to Camas (Sec. 8)
  - Vehicle and equipment replacement provided by Camas
- Washougal fire station to be leased to Camas for a nominal amount (Sec. 10)
- Fire impact fees collected by both cities available for own capital improvements



# Key Provisions

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## Financial Terms (Sec. 16)

- 50% of net operating costs allocated based on structure assessed value
  - Fire “protection” component
- 25% allocated based on population
  - Fire & EMS “protection” and “demand” component
- 25% allocated based on total calls for service
  - Fire & EMS “demand” component

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

17

# Key Provisions

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## Financial Terms

- Estimated allocation using 2013 budget and 2012 factors is 63% Camas/37% Washougal
  - Roughly equal to adjusted amounts included in each city's 2013 budget
  - All CWFD revenue applied before allocating costs
- Monthly payments based on approved budget with annual “true up” based on actual costs and allocation factors

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

18

# Key Provisions

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## Financial Terms

- Fund balance target to be established: may require additional contributions
- Short term loans and leases allowed but other debt is not
- Camas indirect costs set at 2013 levels and increase at same pace as CWFD budget
- Opportunity to renegotiate terms if certain revenue and cost containment targets reached (Sec. 18)

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

19

# Key Provisions

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## Additional Agreements Required

- Both cities and IAFF Local 2444 to enter into a Memorandum of Understanding
- Washougal to adopt CWFD response policy and standards document
- Camas to adopt revised budget
- Both cities to adopt ordinances to revise various codes related to building, volunteers, inspection fees, impact fees, etc.

December 2, 2013

Joint City Council Work Session  
Review of Draft CWFD Interlocal Agreement

20

## Next Steps

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- Incorporate any needed revisions to ILA by Wednesday
- Washougal to consider ILA on December 9<sup>th</sup>
- Camas to consider ILA on December 16<sup>th</sup>
- Effective date January 1, 2014
- Transition team meeting by January 15

## Next Steps

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- Acknowledgements
- Questions, comments and feedback?

**Camas/Washougal Fire Consolidation**  
**Joint City Council Work Session**  
**Policy Issue Mapping to Draft Interlocal Agreement**

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<b>Policy Issue</b>	<b>ILA Section References</b>		
<b><u>Structure of the Interlocal Agreement</u></b>			
- Clearly Stated Purpose	Recital J & K	Section 1	
- Dissolution	Section 19	Related Section 18	
- Term	Section 2	Related Sections 18 & 19	
- Reference to Three Party Agreement	Recital D	Section 3.2	Section 18.1.2
<b><u>Performance Evaluation</u></b>			
- Include Evaluation Criteria	Section 6	Section 11	Section 18
- List of Enhancements	Recital G	Sections 1.2 and 1.3	
- Level of Service/How to Revise	Section 6	Section 18	
- Dispute Resolution	Section 12 - Fire Chief		
- Other	Section 12 - Fire Chief		
<b><u>Governance</u></b>			
- Administration	Section 8	Section 16	
- Role of City Councils	Section 8	Section 10	Section 19.6
<b><u>Capital Equipment and Facilities</u></b>			
- Ownership	Section 15		
- Replacement	Section 16.10		
- Growth/Planning	Recital K	Section 23	Section 7
<b><u>Level of Service/Deployment/Personnel</u></b>			
- Differing Pay Structures	Section 13	Section 14	
- Volunteer Program	Section 9		
- Funding of Three Safer Positions	NA - See Section 6		
- Seniority Issues	Section 13.6		
- Labor Market Comparables	NA		
- Fire Marshal Services	Section 5	Section 20	Section 22
- Adopting Similar Fire Codes	Section 22		
<b><u>Financial</u></b>			
- Allocation Model/Equity	Section 16.1		
- Support Services	Section 16.2.3		
- Method to Resolve Overages/Shotfalls	Section 16.8	Section 18	Section 16.9
- Cost of Risk/Liability	Section 24	Section 15	
- Debt Service	Section 16.15		
- Fire Rating Impacts	Section 6.8		
- Stabilization of Funding	NA	Section 18	
- Outside Revenue Sources	Section 16.2.4	Section 16.16	



**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS AND  
WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-  
WASHOUGAL FIRE DEPARTMENT**

**DRAFT AGREEMENT**

**November 26, 2013**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_ day of December 2013 pursuant to RCW 39.34, the Interlocal Cooperation Act, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereinafter also collectively referred to as the "Parties".

**RECITALS**

- A. Whereas, the Parties have cooperated with each other on policy making and service delivery for more than thirty years covering a broad spectrum of policies and services; and,
- B. Whereas, the cities of Camas and Washougal share a boundary and collectively serve more than 20 square miles, 34,900 residents and hundreds of businesses; and,
- C. Whereas, the Parties have cooperated in the delivery of Fire, Emergency Medical Services (EMS) and advanced life support ambulance transport services for more than thirty years; and,
- D. Whereas, the Parties are currently operating under an existing agreement dated November 15, 2012 whereby Camas provides emergency medical rescue and licensed advanced life support (ALS) ambulance transport services to Washougal and to East County Fire and Rescue (ECFR); and,
- E. Whereas, the Parties are currently operating under an agreement dated April 2, 2012 that outlines the terms of a trial consolidation establishing among other things the joint deployment of personnel and equipment to serve both cities, minimum deployment levels for personnel in Washougal and a cooperative evaluation of the trial consolidation results; and,



- F. Whereas, the Parties have engaged in a cooperative evaluation of the trial consolidation and have determined that the consolidation has contributed to enhanced levels of service for the same or lower costs; and,
- G. Whereas, the Parties desire to formalize the current trial consolidation to provide for the sustained delivery of Fire, EMS and ALS transport services and to continue the service enhancements experienced thus far which include:
  - a. Increasing minimum daily staffing at the Washougal fire station;
  - b. Adding a paramedic transport unit to the Washougal fire station where none previously existed;
  - c. Decreasing ambulance response times to serious medical calls in the eastern portion of the consolidated service area;
  - d. Expanding fire inspection and prevention programs for both cities;
  - e. Contributing to lower overtime costs and other cost savings in 2013;
  - f. Improving personnel training through better coordination and planning; and,
- H. Whereas, Washougal is interested in entering into an agreement with Camas to provide Fire, EMS and ALS Transport services to Washougal; and,
- I. Whereas, Camas is interested in entering into an agreement with Washougal to provide Fire, EMS and ALS Transport services to Washougal; and,
- J. Whereas, the Parties believe that the consolidated delivery of Fire, EMS and ALS Transport services will provide the most efficient and effective delivery of fire prevention, community education, fire suppression, emergency preparedness, emergency medical response and transport services to both communities; and,
- K. Whereas, the Parties believe that the consolidated delivery of Fire, EMS and ALS Transport services will allow them to more effectively plan for future delivery of Fire, EMS and Transport services to both communities.

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

## **AGREEMENT**

### **1. Purpose**

- 1.1. The purpose of this Agreement is to make possible the most efficient and effective delivery of Fire, EMS and licensed ALS Transport services to the cities of Camas and Washougal.
- 1.2. The Parties acknowledge the challenge of sustainably funding Fire, EMS and licensed ALS Transport services and believe consolidated service delivery will help address that challenge through:
  - 1.2.1. Economies of scale in operation and organization.
  - 1.2.2. Elimination of redundant costs associated with geographic overlap of service deployment.
  - 1.2.3. Providing a larger pool of staffing to help reduce staffing costs associated with fixed post and dynamic response positions.
  - 1.2.4. More effective fire prevention services (plan review, code enforcement, fire cause determination, community education and community risk reduction).
  - 1.2.5. Lower response times for medical calls in the eastern portion of the joint service area.
  - 1.2.6. More effective training of first responders.
  - 1.2.7. Expanded opportunities for volunteers.
- 1.3. The Parties also believe that consolidated service delivery will allow them to more effectively plan for future delivery of Fire, EMS and Transport services to

both communities. Improvements in cost-effectiveness realized over the longer term could include:

- 1.3.1. Apparatus and equipment deployment and replacement.
- 1.3.2. New fire station location and current fire station utilization.
- 1.3.3. Emergency management and preparedness program delivery.
- 1.3.4. Education and fire prevention program delivery.
- 1.4. No new separate legal or administrative entity is established by this Agreement.

## **2. Term**

- 2.1. This Agreement shall be effective on January 1, 2014.
- 2.2. The initial term of this Agreement shall expire on December 31, 2023.
- 2.3. The term of the Agreement shall automatically renew for an additional ten years unless otherwise terminated by one of the Parties.
- 2.4. Notice of termination shall follow the provisions of Section 19 of this Agreement.
- 2.5. If the City of Washougal Fire Department employees do not become City of Camas employees by July 1, 2014 then this Agreement shall terminate on July 1, 2014 unless otherwise amended.

## **3. Relationship to Other Agreements**

- 3.1. The Parties are currently operating under an agreement dated April 2, 2012 outlining the terms of a trial consolidation establishing among other things the joint deployment of personnel and equipment to serve both cities, minimum deployment levels for personnel in Washougal and a cooperative evaluation of the trial consolidation results. The April 2, 2012 agreement expires on December 31, 2013.

3.1.1. In order to provide for the transition of Washougal Fire department employees to Camas, the April 2, 2012 agreement, included as Attachment A, is hereby amended as follows:

3.1.1.1. The term of the April 2, 2012 agreement is extended until September 30, 2014 or its earlier termination under Section 3.1.1.2.

3.1.1.2. The April 2, 2012 agreement shall automatically terminate upon the transfer of Washougal employees to Camas under the terms of this agreement, at which time, the terms of this agreement shall be fully effective and shall govern the relationship between the parties..

3.2. The Parties and East County Fire and Rescue are currently operating under an existing agreement dated November 15, 2012 whereby Camas provides emergency medical rescue and licensed advanced life support (ALS) ambulance transport services to Washougal and to East County Fire and Rescue. The November 15, 2012 agreement expires on December 31, 2014.

3.2.1. This Agreement supplements the November 15, 2012 agreement by specifying additional provisions applicable only to Camas and Washougal.

3.2.2. Camas agrees that on or before December 31, 2014 it will negotiate with ECFR to replace the November 15, 2012 agreement to include, among other provisions, an annual payment from ECFR to Camas equivalent to at least \$0.46/\$1,000 assessed valuation for the provision of EMS and licensed ALS Transport services.

#### **4. Department Name**

4.1. The consolidated department created by this Agreement shall be called the Camas-Washougal Fire Department (CWFD).

4.2. A joint logo, reflecting the current logo being used by CWFD personnel, shall be placed on all apparatus and equipment and on all uniforms.

- 4.3. Building signage shall be changed to reflect the department name using the most cost-effective manner within three months with permanent building signage in place within twenty-four months.

## **5. Services to be Provided**

- 5.1. During the term of this agreement Camas shall provide the following Fire, EMS and licensed ALS Transport services:
  - 5.1.1. Fire suppression.
  - 5.1.2. Fire cause determination.
  - 5.1.3. Fire inspection of occupancies.
  - 5.1.4. Transporting Advanced Life Support (ALS) emergency medical services.
  - 5.1.5. First response Advanced/Basic Life Support (ALS/BLS) emergency medical services.
  - 5.1.6. Public education.
  - 5.1.7. Fire Prevention.
  - 5.1.8. Hazardous materials "Awareness Level" response.
  - 5.1.9. Low-angle rescue.
  - 5.1.10. Emergency management.
  - 5.1.11. Support services to include ambulance billing.
  - 5.1.12. Automatic and mutual emergency response to neighboring jurisdictions.

## **6. Levels of Service**

- 6.1. The current standard of coverage, field operations, deployment model, command staffing, and operational policies and procedures shall be maintained at the current level of service, subject to future funding levels.
- 6.2. Camas shall provide Washougal with the level of service and response time identified in the adopted response coverage document included as Attachment B.



- 6.2.1. No later than June 30, 2014 Washougal shall adopt the response coverage document include in Attachment B as the City's policy for determining emergency medical, fire and rescue resource deployment time standards.
- 6.3. CWFD staffing will be at the discretion of the Battalion Chief to allow for operational needs subject to the terms and conditions identified in this Agreement.
- 6.4. The initial minimum deployment model for delivery of Fire, EMS and licensed ALS Transport services shall be:
  - 6.4.1. A minimum of four certified paramedics on duty at all times
  - 6.4.2. A minimum of eleven personnel on duty at all times four of which are certified paramedics
  - 6.4.3. Station 41 - One battalion chief on Battalion 41, two personnel on Engine 41, two personnel on Medic 41 including one certified paramedic
  - 6.4.4. Station 42 - Two personnel on Medic 42/Engine 42 (split station) including one certified paramedic
  - 6.4.5. Station 171 - Two personnel on Engine 171 and two personnel on Medic 43 including one certified paramedic.
  - 6.4.6. See service area and station map in Attachment C.
- 6.5. Camas shall station an engine at Washougal's Fire Station 171 twenty-four (24) hours per day with a minimum staffing of two firefighters.
- 6.6. Camas shall station an ALS ambulance at Washougal's Fire Station 171 twenty-four (24) hours per day with a minimum staffing of one certified paramedic.
- 6.7. Camas shall provide licensed ALS transport services throughout Washougal.
- 6.8. Subject to funding levels, Camas shall maintain the current Washington Survey and Rating Bureau rating in Washougal.

- 6.9. In the event of unanticipated and extraordinary circumstances, such as loss or destruction of facilities or equipment due to casualty, or insufficient personnel as a result of unforeseen causes, the Fire Chief, in consultation with the city administrators of both cities, may deviate from the staffing and equipment deployment standards set forth in Section 6. Any such deviation shall be only for such duration as is reasonably necessary to rectify the loss of equipment or facilities, or to address the staffing shortage. Deviations under this subsection to the staffing and equipment standards of Section 6 shall not be grounds for termination under Section 19.

## **7. Annexations**

- 7.1. Camas and Washougal shall provide notice to the other party when either initiates annexation of any property into their corporate limits.
- 7.2. Upon request, Camas shall provide information regarding the impact of any annexation on revenue, expenses and Fire, EMS and ALS Transport service levels.

## **8. Governance and Administration of Services**

- 8.1. Camas to administer services subject to the terms of this agreement to include employment of all personnel.
- 8.2. Camas City Council to provide policy direction and governance for Fire, EMS and ALS Transport services provided by Camas, subject to the terms of this Agreement. The Camas City Council and administration shall consider Joint Policy Advisory Committee input (see Section 10) on policy decisions that affect Fire, EMS and ALS Transport services provided to Washougal.
- 8.3. Washougal shall designate, as needed, CWFD as the city's Fire, EMS and Transport service provider in all documents, public information materials and on its web site.

- 8.4. Washougal will furnish, without charge, such quantities of water, water pressure and the use of fire hydrants as Camas may require for its emergency response and training operations, wherever and so far as such water is available from Washougal's water system, including water service provided by Washougal outside Washougal's corporate limits.
- 8.5. Washougal shall designate the CWFD Fire Chief as Washougal's Fire Chief and the CWFD Fire Marshal as Washougal's Fire Marshal
- 8.6. Washougal shall approve, endorse or transfer other administrative agreements and contracts as required to facilitate CWFD provision of services in Washougal.
- 8.7. Washougal shall provide Camas with written notice at least ninety (90) days in advance of any proposed changes in ordinances, laws or regulations which would significantly affect Camas' ability to provide the services set forth in this Agreement or which would substantially change the cost or level of services provided.

## **9. Volunteers**

- 9.1. Volunteer firefighters shall continue to be utilized at or above the current level subject to the availability of trained volunteers to perform the desired services.
- 9.2. The use of volunteers and opportunities for them to serve may be enhanced as agreed by the Volunteer Firefighters and the CWFD.
- 9.3. CWFD shall conduct volunteer recruitment and training activities at least annually.
- 9.4. Camas and Washougal shall revise their respective municipal codes related to volunteer firefighters within two years to reflect then current practices and to provide similar language related to the use of volunteer firefighters.

#### **10. Joint Policy Advisory Committee (JPAC)**

- 10.1. Camas will convene a Joint Policy Advisory Committee at least annually to review the services set forth in this Agreement.
- 10.2. The JPAC will consist of three City Council members from Washougal appointed by the Mayor of Washougal and three City Council members from Camas appointed by the Mayor of Camas.
- 10.3. JPAC meeting shall be conducted in accordance with the provisions of Chapter 42.30 Revised Code of Washington, the Open Public Meetings Act.
- 10.4. The CWFD Fire Chief shall staff the meeting to include preparing the agenda and materials and providing them to the JPAC members. The CWFD Fire Chief shall provide a draft agenda to the Camas and Washougal city administrators for review prior to distributing it to the JPAC members.
- 10.5. Camas shall prepare summary minutes of each JPAC meeting and make the minutes available on the City of Camas web site within two weeks of the meeting.
- 10.6. The general role of the JPAC shall include:
  - 10.6.1. Review the CWFD annual report regarding the services provided under this Agreement.
  - 10.6.2. Review and make recommendations regarding amendments to the Agreement, subsequent agreements or plans referenced in the Agreement.
  - 10.6.3. Review and make recommendations regarding any Fire, EMS or Transport policy item to be presented to the Camas or Washougal city councils for approval.
  - 10.6.4. Review the proposed CWFD budget and allocation of costs to Camas and Washougal prior to the budget being adopted by the Camas City Council.

- 10.7. Camas shall convene the JPAC prior to the formal transfer of Washougal employees to Camas as provided in the Agreement or no later than July 1, 2014 to review the status of implementation of the Agreement.
- 10.8. Special meetings of the JPAC may be called by the Mayor of Camas or the Mayor of Washougal by providing timely notice to the CWFD Fire Chief specifying the meeting request and the intended agenda for the meeting.

## **11. Reporting**

- 11.1. Camas shall provide reports to the Washougal City Administrator regarding the services set forth in this agreement no later than one month following the end of each quarter (ex: April 30 for the quarter ending March 31) with the exception of the fourth quarter where such information shall be contained within the annual report as provided in Section 11.2. The quarterly report shall include, at a minimum:
  - 11.1.1. CWFD call responses and transports by station of origin and city responding to.
  - 11.1.2. A discussion of any significant issues affecting the delivery of services.
  - 11.1.3. A financial report showing the actual expenses to date compared to the budget.
  - 11.1.4. A summary of overtime expenses. If actual overtime expenses for the year to date exceed the year to date budget or prior year actual amount for the same period by more than five percent (5%) then the CWFD Fire Chief shall provide a written report as to the cause of the variance and any actions proposed to control overtime expenses for the remainder of the year.



- 11.2. Camas shall provide an annual report to the Washougal City Administrator no later than February 15<sup>th</sup> each year for the prior calendar year. The annual report shall include the information identified in Section 11.1 and the following:
  - 11.2.1. A review of the CWFD deployment model or operational plan for the prior year including minimum staffing levels.
  - 11.2.2. A discussion of CWFD actual revenues and expenses compared to budget, including:
    - 11.2.2.1. Summary observations of the overall financial results.
    - 11.2.2.2. A detailed review of ambulance fees, fee levels, collection rates and percent of fees paid by Medicare.
    - 11.2.2.3. A detailed review of other revenues received including revenues from ECFR.
    - 11.2.2.4. A detailed review of overtime expenses.
    - 11.2.2.5. A detailed review of the equipment replacement fund revenues and expenses.
    - 11.2.2.6. A detailed review of the ending fund balance and available reserves.
  - 11.2.3. A review of CWFD performance consistent with RCW 35.103.040 to include:
    - 11.2.3.1. Response times relative to the adopted response standards as identified in Attachment B.
    - 11.2.3.2. Emergency medical responses and outcomes.
    - 11.2.3.3. A summary of significant incidents and major fire cause determination investigations including outcomes or status.

11.2.3.4. A summary of fire inspection and prevention activity and results.

## **12. Fire Chief**

- 12.1. The CWFD Fire Chief shall be a Camas employee and the Camas Mayor and City Administrator shall be responsible for hiring, evaluating and disciplining and terminating the CWFD Fire Chief.
- 12.2. The appointment of the CWFD Fire Chief shall be subject to confirmation by a majority of the Camas City Council as required by the Camas municipal code.
- 12.3. The CWFD Fire Chief shall meet with the city administrators of Camas and Washougal monthly or as agreed to by the city administrators.
- 12.4. Camas shall convene a meeting with the Mayor of Washougal, the Washougal City Administrator and the Camas City Administrator to review the CWFD Fire Chief's annual performance evaluation.
- 12.5. Camas shall notify the Mayor and City Administrator of Washougal prior to notifying the media regarding any commendation, discipline or termination of the CWFD Fire Chief.
- 12.6. The CWFD Fire Chief or designee shall notify the Mayor and/or City Administrator of Washougal regarding any major incident or emergency based on protocols approved by Washougal.
- 12.7. Camas shall provide the Mayor and/or City Administrator of Washougal and the Washougal JPAC members the opportunity to be involved, in an advisory capacity, in the assessment of the qualifications of applicants to fill a vacant CWFD Fire Chief position.

## **13. Personnel and Labor Agreements**

- 13.1. Camas and Washougal intend for the Washougal Fire Department employees to become Camas employees.

- 13.2. Camas and Washougal shall initiate negotiations with IAFF Local 2444 within thirty days of the date of this Agreement regarding a memorandum of understanding (MOU) to implement the relevant terms of the Agreement.
- 13.3. Subject to the negotiations referenced in Section 13.2, and upon the transfer of Washougal Fire Department employees to Camas, Camas shall apply the same salary structure to all CWFD employees.
  - 13.3.1. Where the Camas pay structure is lower than the existing Washougal pay structure the Camas pay structure will be adjusted higher for all applicable CWFD employees.
  - 13.3.2. Where the Camas pay structure is higher than the existing Washougal pay structure the applicable transferring Washougal employees will receive the higher pay.
- 13.4. All transferring Washougal employees shall receive the benefits applicable to Camas employees for their respective positions, subject to the terms of Section 14 below.
- 13.5. Ending leave balances for transferring Washougal employees will transfer to their beginning leave balances at Camas and future leave accruals will follow the Camas leave accrual structure.
- 13.6. Subject to the negotiations referenced in Section 13.2, the seniority of transferring Washougal employees will be recognized by Camas.

#### **14. Employee Benefits**

- 14.1. Camas and Washougal will retain their current obligations for their former employees eligible for LEOFF 1 retirement benefits.
- 14.2. Upon transfer to Camas the Washougal employees that are members of IAAF Local 2444 shall no longer be covered by Social Security and employee and

employer contributions to Social Security will end as of the date of their transfer to Camas.

- 14.3. Transferring Washougal employees are not eligible for the Camas retiree medical benefit.

## **15. Facilities and Equipment**

- 15.1. Camas and Washougal shall enter into a lease agreement whereby Washougal shall lease Station 171 to Camas at a nominal cost. The lease shall require Camas to obtain insurance coverage for Station 171 and to maintain Station 171 at minimum maintenance standards. All costs to operate and maintain Station 171 will be included in the CWFD budget.
- 15.2. Washougal shall transfer ownership of all vehicles and equipment used by the Washougal Fire Department to Camas. After the transfer Camas shall be responsible for insurance, maintenance, repair and replacement expenses for all vehicles and equipment. The cost to operate, maintain and replace all vehicles and equipment will be included in the CWFD budget.
- 15.3. The lease for Station 171 and the transfer of Washougal equipment and vehicles to Camas shall be effective within thirty days after the date Washougal Fire Department employees are transferred to Camas.

## **16. Funding and Cost Allocation**

- 16.1. The net cost to operate the CWFD shall be allocated to Camas and Washougal based on the following factors and weights:
- 16.1.1. 50% of the net cost shall be allocated based on each city's proportion of the total assessed value of structures in Camas and Washougal as provided by the Clark County Assessor's Office.

- 16.1.2. 25% of the net cost shall be allocated based on each city's proportion of the total Camas and Washougal population as estimated by Washington State Office of Financial Management.
- 16.1.3. 25% of the net cost shall be allocated based on each city's proportion of the total calls for Fire, EMS and ALS Transport service originating in Camas and Washougal.
- 16.2. The net cost to operate the CWFD shall include all operating costs applicable to the operation of the department less all applicable CWFD revenues.
  - 16.2.1. CWFD operating costs shall include the full cost to operate the department including the cost of personnel, supplies and services, inter-government services, equipment replacement, equipment and other capital expenditures and internal support services.
  - 16.2.2. CWFD operating costs shall also include amounts applicable to:
    - 16.2.2.1. Contributions needed to meet minimum fund balance policy.
    - 16.2.2.2. Charges related to the reconciliation of actual revenues and expenses and actual allocation factors to the allocation based on the budgeted revenues and expenses and the allocation factors used in the budget process.
  - 16.2.3. The cost of central support services provided to the CWFD during calendar year 2014 shall not exceed \$60,000. Charges for central support services provided to the CWFD in future years will be based on the 2014 charges adjusted annually by the annual percentage increase in the CWFD operating budget. The annual percentage increase in the CWFD operating budget shall be calculated excluding capital expenses, fund balance contributions and true up payments. The amount charged for central support services may be revised as agreed to by the Camas and Washougal city administrators.

16.2.4. CWFD revenues shall include but not be limited to:

16.2.4.1. Payments received from ECFR for ALS Transport services.

16.2.4.2. Ambulance fee revenue.

16.2.4.3. Building plan review fees.

16.2.4.4. Fire prevention inspection fees.

16.2.4.5. Grants.

16.2.4.6. Other revenues.

16.2.4.7. Payments by Washougal under Section 16.13.

16.2.4.8. Revenues shall also include amounts applicable to excess reserves or credits related to the reconciliation of actual revenues and expenses and actual allocation factors to the allocation based on the budgeted revenues and expenses and the allocation factors used in the budget process.

16.3. Payments by Camas and Washougal to support the CWFD will be based on the approved budget and the allocation factors for the most recent complete year. For example, 2015 payments will be based on the proposed 2015 budget (completed prior to the end of 2014) and the allocation factors for 2013. See the example in Attachment D.

16.4. The cost allocation for the initial partial year of 2014 shall be based on the CWFD budget to be developed for 2014 and the actual allocation factors for 2012. The 2014 CWFD budget shall include costs from the date Washougal employees are transferred to Camas. The proposed partial year 2014 budget and cost allocation shall be reviewed by the JPAC prior to approval by the Camas City Council and prior to the transfer of Washougal Fire Department employees to Camas.

16.5. Camas shall account for all CWFD financial activity in a separate fund.

- 16.6. Camas and Washougal Finance Directors shall establish a minimum cash reserve target for the CWFD fund prior to the end of 2014 and a plan to achieve that fund balance target over time.
  - 16.6.1. At the end of any year, cash reserves in excess of the established cash reserve target shall be treated as revenue for the subsequent year's cost allocation calculation.
  - 16.6.2. At the end of any year, cash reserves needed to meet the established cash reserve target shall be treated as an expense in the subsequent year's cost allocation calculation.
- 16.7. Camas and Washougal shall make monthly payments equal to their respective allocation of CWFD net operating costs divided by twelve to the separate CWFD fund no later than the tenth of each month. The first payment shall be due on the tenth of the month following the date Washougal Fire Department employees are transferred to become Camas employees.
- 16.8. Annually, by June 30 of each year, Camas shall calculate the net costs allocable to Camas and Washougal for the prior year based on actual CWFD net operating expenses and the actual amounts for the allocation factors for the prior year. For example, the calculation completed by June 30, 2015 shall use the actual net operating expenses for 2014 and the actual data on the allocation factors for 2014. Camas shall compare the cost allocation for Camas and Washougal using the actual amounts and factors with the allocation using budgeted amounts and prior year allocation factors. Any difference (positive or negative) shall be included as an adjustment to the following years' cost allocation calculation.
- 16.9. If the CWFD incurs significant unanticipated costs during any year the Camas City Administrator shall convene a meeting with the Washougal City Administrator to discuss the reasons for the additional costs, the impacts and potential mitigation.

- 16.10. Camas shall establish a separate fund or account to account for the revenues and expenses associated with the replacement of CWFD apparatus, ambulances and related equipment.
  - 16.10.1. Camas shall develop a financial plan to replace CWFD apparatus, ambulances and related equipment no later than November 2014.
  - 16.10.2. The annual contribution needed to fund the replacement plan shall be included in annual CWFD budget and paid annually.
  - 16.10.3. Expenses to replace CWFD apparatus, ambulances and related equipment will be paid from the CWFD equipment replacement fund or account and shall not be included in the CWFD operating budget.
  - 16.10.4. CWFD staff vehicles shall participate in the Camas equipment rental program and any associated expenses shall be included in the CWFD operating budget.
- 16.11. Fire, EMS and ALS Transport capital facilities project expenses shall be funded separately by each city in their respective capital budgets. The cost of any capital facility that benefits both Camas and Washougal shall be shared. The basis for cost sharing shall be an estimate of the benefit received by each city from the capital project and shall be agreed to by the Parties at the time the capital project's budget is approved.
- 16.12. Camas and Washougal shall each collect Fire Impact Fees from new development as allowed by state law and expend any Fire Impact Fee revenue received on appropriate capital projects as provided in each city's budget.
- 16.13. Washougal shall pay Camas a percentage of the value of vacation and sick leave for former Washougal employees who terminate employment with Camas within three years of their transfer to Camas. Washougal shall pay 90% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within one year, 70% of the value of an employee's leave balances at



termination if the employee terminates employment with Camas within two years, 50% of the value of an employee's leave balances at termination if the employee terminates employment with Camas within three years and 0% thereafter Washougal shall make payment to Camas within 30 days of the employee's termination.

16.14. Camas shall vigorously pursue all reasonable opportunities for grants to support CWFD. The City of Washougal City Administrator shall approve any grant application to support CWFD if the grant requires any costs to be borne by Washougal.

16.15. Camas shall not issue new debt to support CWFD expenditures without the approval of the Washougal City Administrator. The following debt is allowed without prior approval:

16.15.1. Debt service on existing loans for a CWFD ambulance if included in the adopted CWFD budget.

16.15.2. Short term loans to provide cash to pay expenses. Interest on short term loans is an allowable CWFD operating expense.

16.15.3. Vehicle and equipment leases shorter than ten years if included in the adopted CWFD budget.

16.16. Camas and Washougal shall pay all revenue received from building plan review and fire inspection fees to Camas to support the CWFD. Payment of all revenue shall be according to protocols developed by the Camas and Washougal finance directors for the assessment, collection and transfer of building plan review and fire inspection fees.

## **17. Transition Plan**

17.1. Camas and Washougal acknowledge that implementation of the Agreement is subject to an executed MOU with IAFF Local 2444 substantially conforming to

the terms identified in the Agreement and to the successful completion of other tasks required to transition employees and services to Camas.

- 17.2. Within two weeks of the effective date of this Agreement the CWFD Fire Chief shall convene a transition team including appropriate CWFD personnel and the Camas and Washougal finance and human resources directors.
- 17.3. The transition team shall develop a work plan within 30 days to complete the transition of Washougal employees to Camas and to complete other tasks required under this Agreement. The transition plan shall provide for the transfer of Washougal personnel and equipment to Camas and the completion of other transition tasks no later than July 1, 2014.
- 17.4. If the MOU with IAFF is not in place by July 1, 2014 then this Agreement shall terminate unless otherwise amended.

#### **18. Events Allowing for Agreement to be Renegotiated**

- 18.1. Either Camas or Washougal may request that the terms of this Agreement be renegotiated if any one of the following occurs:
  - 18.1.1. Voters in either city reject that city's proposed EMS levy two times within a twelve month period.
  - 18.1.2. ECFR no longer contracts with Camas for ambulance service.
  - 18.1.3. The percentage of total net operating costs allocated to either city using the weighted factors in Section 16 changes by more than 2% from one year to the next.
  - 18.1.4. The annual allocated cost to either city increases by 5% per year or more based on a three year rolling average increase. The calculation of the increase in this section shall exclude capital expenses and fund balance contributions.

18.1.4.1. The annual allocated cost to either city increases by 10% or more from the prior year. The calculation of the increase in this section shall exclude capital expenses and fund balance contributions and shall not apply to 2015 since 2014 will be a partial year.

18.2. If any of the events identified in Section 18.1 occur either party may provide written notice to the other party requesting a meeting to present their concerns and potential solutions. The Parties shall meet and work in good faith to revise the Agreement to address the concerns. If the Parties are unable to agree on a revision to the Agreement within six months of the date of the notice then either city may provide 12 months' notice of termination according to the terms of Section 19.

## **19. Termination**

19.1. If an MOU with IAFF Local 2444 is not executed by July 1, 2014 then this Agreement shall terminate unless otherwise amended.

19.2. The Agreement may be terminated by either party without cause with a minimum of twenty-four months' notice to the other party.

19.2.1. Termination may only occur on the last day of a calendar year.

19.2.2. Termination of the Agreement under this section shall be approved by the city council of the city initiating the termination action.

19.3. Washougal may terminate the Agreement with a minimum of twelve months' notice if any of the following occur.

19.3.1. The Department of Health suspends, modifies, or revokes Camas' license to provide ALS transport services.

19.3.2. Camas does not deploy an ambulance in Washougal for a period of more than five consecutive days or more than twenty days over a twelve month period.

- 19.3.3. The State Auditor's Office issues an audit finding on the management of the CWFD fire fund within two consecutive years.
- 19.3.4. More than ten percent (10%) of the Camas paramedics have their paramedic certification suspended, revoked or denied within one calendar year.
- 19.3.5. Camas is more than thirty (30) days delinquent on its payment to the CWFD fund under this Agreement two or more times during a twelve month period.
- 19.3.6. Camas does not apply all appropriate CWFD revenue to the separate CWFD fund or withdraws fund from the CWFD fund for a purpose not related to Fire, EMS or licensed ALS Transport services.
- 19.3.7. The occurrence of the events as described in Section 18.2.
- 19.4. Camas may terminate the Agreement with a minimum of twelve months' notice if any of the following occur.
  - 19.4.1. Washougal is more than thirty (30) days delinquent on its payment to Camas under this Agreement two or more times during a twelve month period.
  - 19.4.2. Washougal is in violation of the lease agreement referenced in Section 15.1 of the Agreement.
  - 19.4.3. Washougal does not maintain access to all fire hydrants maintained by Washougal including those outside the Washougal city limits.
  - 19.4.4. Washougal does not maintain adequate water pressure at all fire hydrants maintained by Washougal including those outside the Washougal city limits.
  - 19.4.5. Washougal passes laws or ordinances that conflict with the delivery of services under the terms of this Agreement.

- 19.4.6. The occurrence of the events as described in Section 18.2.
- 19.5. Notice of termination of the Agreement under sections 19.3 or 19.4 must reference the specific cause for termination and provide evidence supporting the violation of the specific provision in sections 19.3 or 19.4.
- 19.6. Termination of the Agreement under sections 19.3 or 19.4 may only occur on the last day of a calendar year and shall be approved by the city council of the city that initiated the termination action.
- 19.7. The CWFD fire chief and city administrators shall, within thirty days of any notice of termination, convene a meeting to initiate development of a termination plan. The termination plan shall be completed no later than six months prior to termination and, at a minimum, address:
- 19.7.1. The distribution of CWFD assets and liabilities which shall equitably split based on recent cost allocation percentages and service delivery scope.
- 19.7.1.1. The distribution of CWFD assets to WFD shall include at minimum a compliment of equipment necessary to fulfill Washington State requirements for Washougal to renew its licensure as a Trauma Verified BLS Aid Service.
- 19.7.2. The termination of any facility leases and the return of facilities in good working condition.
- 19.7.3. Any agreements with IAFF Local 2444 or among the Parties regarding the transition and/or status of CWFD employees.
- 19.8. No later than June 30 in the year following termination Camas shall provide Washougal with a statement of the net costs allocable to Camas and Washougal for the prior year based on actual CWFD net operating expenses and the actual amounts for the allocation factors for the prior year. Camas shall provide Washougal with a comparison of the cost allocation for Camas and Washougal

using the actual amounts and factors with the allocation using budgeted amounts and prior year allocation factors. Any amount owed by Washougal to Camas or owed by Camas to Washougal shall be paid by August 1 of the year following termination.

## **20. Injunctive Relief**

20.1. The Parties acknowledge that irreparable harm to the public health, safety, and welfare would occur if either party were to breach this Agreement in such a manner so as to cause an interruption in the provision of fire, EMS and ambulance transport services to the Cities of Camas and Washougal. The Parties further agree that, in the event of such a breach, the only effective means of preventing such harm is injunctive relief. The Parties therefore agree that, in the event of any such breach of this Agreement by either party, the non-breaching party shall be entitled to injunctive relief, including the issuance of an immediate temporary restraining order, enjoining the other party from breaching the Agreement and compelling compliance in accordance with the terms of the Agreement.

## **21. Fire Investigation**

21.1. The CWFD will assume responsibility for all fire cause determination investigation activities within Washougal and will work closely with the Washougal Police Department (WPD) in processing any case. CWFD and WPD shall cooperate in the preservation of evidence, chain of custody, investigating suspects and persons of interest for all cases arising from origin and cause investigations within the jurisdictional boundaries of the City of Washougal.

## **22. Fire Codes**

22.1. The Parties shall complete a joint review of their respective fire codes, including local amendments, within three years of the date of this agreement.



- 22.2. Camas and Washougal shall adopt a common fire code within three years of the date of this agreement.

### **23. Planning**

- 23.1. The CWFD shall complete or update a CWFD capital facility plan, at a minimum, when Camas or Washougal update their comprehensive plans.
- 23.2. Any CWFD capital facility plan shall be reviewed by the JPAC prior to adoption by either Camas or Washougal.
- 23.3. CWFD shall complete an update to its operating and deployment plan annually and review the updated plan annually with the JPAC.

### **24. Hold Harmless and Insurance**

- 24.1. The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the gross negligence or intentional acts of Washougal and its employees or officers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing fire, emergency medical and licensed ALS transport services pursuant to this Agreement.
- 24.2. The cost of insurance shall be included as a CWFD operating expense.
- 24.3. In the event Camas is presented with a claim with an estimated uninsured liability in excess of \$100,000 it shall provide notice to Washougal regarding the claim.

Within thirty (30) days of such notice the Parties shall meet to discuss the claim and the appropriate response.

## **25. Dispute Resolution**

- 25.1. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Agreement. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth in Section 27. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. Both Parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than sixty (60) days from the date of the notice unless extended by mutual agreement of the Parties.
- 25.2. If a dispute cannot be resolved through direct discussions, mediation may, by mutual consent, be initiated. In the event the Parties determine to initiate mediation, a mutually acceptable mediator shall be selected by the Parties for the purpose of facilitating the mediation process. The mediator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a settlement. The Parties agree to provide all documentation and information requested by the mediator and in all other regards to cooperate fully with the mediator. The costs of mediation shall be shared equally between the Parties.
- 25.3. In the event the dispute is not resolved in mediation, or the Parties do not agree to mediation, the Parties may pursue any other form of relief provided by law. At all times prior to resolution of the dispute the Parties shall continue to perform and make any required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute.

## **26. Severability**

- 26.1. If any section or part of the Service Agreement is held by a Court to be invalid, such action shall not affect the validity of any other part of this Agreement

## **27. Filing of Agreement**

- 27.1. This agreement shall be filed with the city clerks of Camas and Washougal, with the county auditor or, alternatively, listed by subject on the public agency's web site or other electronically retrievable public source

## **28. Notices**

- 28.1. All notices required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered, or three calendar days after the time of mailing, if mailed by first class mail postage pre-paid. All notices and other material to be delivered under this Agreement shall be delivered or mailed to the following addresses:
- 28.2. Notice to Camas shall be sent to:  
Camas City Administrator  
616 NE 4th Avenue  
Camas, WA 98607
- 28.3. Notice to Washougal shall be sent to:  
Washougal City Administrator  
1701 C Street  
Washougal, WA 98671

## **29. Compliance with Laws**

- 29.1. The Parties shall comply with all applicable state, federal and local laws in carrying out the terms of this Agreement.

**30. Modification**

- 30.1. No modification or amendment to this Agreement shall be valid unless evidenced in writing and properly agreed to, and signed, by both Parties.

**31. Interpretation**

- 31.1. This Agreement is and shall be deemed jointly drafted and written by both Parties and shall not be construed or interpreted against the city originating or preparing it.

**32. Laws and Venue**

- 32.1. The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

DATED this \_\_\_\_ day of December, 2013.

By: \_\_\_\_\_

Mayor of the City of Washougal

By: \_\_\_\_\_

Mayor of the City of Camas

Attest: \_\_\_\_\_

Washougal City Clerk

Attest: \_\_\_\_\_

Camas City Clerk

Approved to Form:

Approved to Form:

\_\_\_\_\_

Camas City Attorney

\_\_\_\_\_

Washougal City Attorney

**Attachment A:**

Interlocal Agreement between the Cities of Camas and Washougal for the Trial  
Consolidation of City Fire Departments



## INTERLOCAL AGREEMENT

This Interlocal Agreement made this day by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas".

### WITNESSETH

1. The cities of Washougal and Camas are currently operating under an Interlocal Agreement entered into on the 21st day of February 21, 2012, whereby Camas provides ambulance services to the City of Washougal and which provides for the trial consolidation of fire departments.

2. Both cities are desirous of modifying the previous agreement and continuing an Interlocal Agreement pursuant RCW 39.34, the Interlocal Cooperation Act, with the new Agreement to supersede the old Agreement in its entirety.

3. The parties to this agreement are also parties to an interlocal agreement with East County Fire & Rescue District for the provision of emergency medical rescue and licensed ALS transport service in Camas, Washougal, and East County Fire & Rescue District. The three party agreement sets forth provisions and condition common to all three parties. This agreement supplements the three-party agreement by specifying additional provisions applicable only to Camas and Washougal.

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

### **SECTION I - PURPOSE**

The purpose of this Agreement is to allow the City of Camas to continue to furnish emergency medical rescue and licensed ALS ambulance transport services to citizens within the City of Washougal. The two cities acknowledge that the current financial structure of the EMS system is unsustainable and that a solution must be determined cooperatively to make the system sustainable into the future. Further, the two cities are engaged in a cooperative evaluation of the viability of consolidating their respective fire departments in an effort to enhance service to the community and efficiencies in service delivery. In furtherance of both of these goals, the two cities agree to a trial period of consolidation of the operations

of the two fire departments to determine if further consolidation efforts should be undertaken. Continuation of the trial consolidation will allow all Fire Department employees from the rank of Chief and below to staff either city's department. Wages and benefits for the employees of both departments shall be paid by their respective departments. The intention is to supply personnel when available to augment either department to reduce overtime spending and to evaluate service enhancements, and to fully explore the effectiveness of a full consolidation of the departments to include command, staff and line personnel.

## **SECTION II - RESPONSIBILITIES OF CAMAS**

- A. The City of Camas will station an ALS ambulance at Washougal's Fire Station #171 twenty-four (24) hours per day. Camas ambulance staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two employees, one of which shall be a paramedic (minimum) at Station 171 in Washougal. In the event the use of accrued leave by the Camas firefighters reduce that number below two and there is sufficient staffing of Washougal firefighters on duty that day to fill the empty slot(s) the city of Camas shall not be required to fill the minimum staffing requirement, providing the criteria of a minimum of one paramedic is still met at Station 171
- B. The staff noted above will respond to Washougal fire calls unless they are simultaneously engaged in a medical call per CRESA dispatch protocols and the existing mutual aid agreement.
- C. It is the intent of the parties that the Camas ALS ambulance stationed in Washougal will typically be the first responder for Washougal aid calls. However, the dispatch priority will be determined by CRESA based on the closest available unit.
- D. Camas Fire Department will continue to provide monthly EMT training to the Washougal Fire Department as is currently provided.
- E. Camas Fire Department will provide future Washougal paramedics in training the required ALS service time, which is currently 60 medical calls/transport, necessary to complete paramedic training and gain full certification. Maximum of three at any given time and subject to the FTET program.

- F. The identifying logo on the ambulance stationed in Washougal shall be the "tri-agency" logo that identifies the unit as "Serving Washougal, Camas, and ECF&R.
- G. When available, the "on-duty" Camas Fire Department Battalion Chief shall respond to Washougal Fire Department calls at the same level as Camas calls.

### **SECTION III - RESPONSIBILITIES OF THE CITY OF WASHOUGAL**

- A. The City of Washougal will continue to transfer applicable levy funds within ten (10) days of receipt from the Clark County Treasurers Office.
- B. The City of Washougal shall contribute an amount equal to one-half of the proceeds of its existing EMS levy at a rate of fifty cents (\$.50) per one thousand dollars (\$1,000) of the assessed valuation property in the City of Washougal (first collected in 2005 based on the City's 2004 assessed valuation) as collected, as limited by Chapter 84.55 RCW. In addition, the City of Washougal shall contribute an amount equal to the proceeds of a "levy lid lift" pursuant to RCW 84.55.050, which was approved by the voters in 2006 at the rate of ten cents (\$.10) per one thousand dollars (\$1,000) of the assessed valuation of property in the City of Washougal as collected, also limited by Chapter 84.55 RCW.
- C. Washougal staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two crew members at a minimum rank of firefighter/IV technician (EMT B, with IV therapy endorsements or equivalent). In the event the use of accrued leave by the Washougal firefighters reduce that number below two and there is sufficient staffing of Camas firefighters on duty that day to fill the empty slot(s) the city of Washougal shall not be required to fill the minimum staffing requirement.
- D. The City of Washougal shall provide quarters for the ambulance and two ambulance personnel at Station #171.
- E. The City of Washougal shall provide an additional FTE to the EMS system or a staff position to the city of Camas as it is currently.

#### **SECTION IV – MUTUAL RESPONSIBILITIES**

It is agreed by the parties that a continuing cooperative evaluation of the EMS system will be undertaken with the goal of making the system sustainable into the future. The evaluation will seek system efficiencies, review services levels and explore alternative service delivery options.

#### **SECTION V – VOLUNTEER FIREFIGHTERS**

It is agreed by the parties that the Washougal Volunteer Firefighters shall continue to be utilized according to past practice. Furthermore, the use of the volunteers and opportunities for them to serve may be enhanced as agreed by the Washougal Volunteer Firefighters, IAFF Local, and the two Cities.

#### **SECTION VI - HOLD HARMLESS AND INSURANCE**

The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused solely by the gross negligence or intentional acts of Washougal and its employees, officers, or volunteers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing emergency medical services pursuant to this Agreement.

#### **SECTION VII - TERM**

The term for the continuation of the trial consolidation shall begin on March 1, 2012 and shall extend for a period of 22 months ending on the 31st of December 2013 unless the trial consolidation is terminated for cause as outlined in Section 8 of this agreement.

#### **SECTION VIII - TERMINATION**

This Agreement may be terminated by either party upon written notice by one party to the other identifying good cause. Good cause must be identified in writing to the Mayor, delivered, and have a minimum of ninety (90) days to remedy upon receipt. Once the remedy period has expired, then written notice of termination must be delivered, to take effect no-less than six (6) months in the future.

#### SECTION IX - BENCHMARKS

During the life of the agreement, the City Administrations shall make status reports on the trial consolidation and EMS system evaluation to their respective City Councils each quarter. Joint Council sessions may be held as appropriate.

#### SECTION X - SEVERABILITY

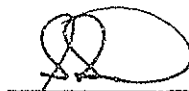
If any section or part of the Service Agreement is held by a Court to be invalid, such action shall not affect the validity of any other part of this Service Agreement.

#### SECTION XI - AGREEMENT OF FILE

This Agreement shall be filed with the City Clerks of the cities of Camas and Washougal, with the Clark County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

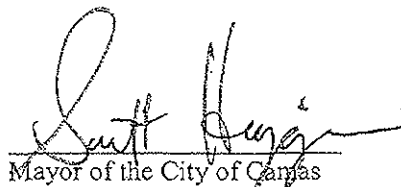
DATED this 2nd day of April, 2012.

By:



Mayor for the City of Washougal

By:



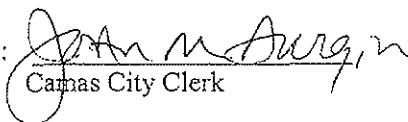
Mayor of the City of Camas

Attest:



Washougal City Clerk

Attest:



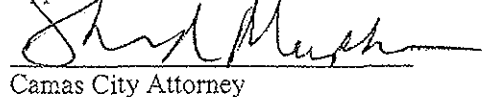
Camas City Clerk

Approved to Form:



Washougal City Attorney

Approved to Form:



Camas City Attorney

**Attachment B:**

Camas-Washougal Fire Department Response Coverage Document



## Policy Statements

The Camas-Washougal Fire Department exists as a fire department within the City of Camas and the City of Washougal. The Camas-Washougal Fire Department was organized under the tenants of an Interlocal Agreement between the City of Camas and the City of Washougal(cite Attachment "A"). The Camas-Washougal Fire Department provides service to the City of Camas and the City of Washougal within Clark County Washington. The Camas-Washougal Fire Department also provides Transporting Advanced Life Support Service to the City of Camas, City of Washougal, East County Fire and Rescue Services, a portion of the City of Vancouver and a portion of Clark County Fire District Five.

The services provided by the Camas-Washougal Fire Department include:

- A) Fire Suppression
- B) Fire Investigation
- C) Fire inspection of occupancies within the City of Camas and the City of Washougal
- D) Transporting Advanced Life Support (ALS) Emergency Medical Services
- E) First Response Advanced/Basic Life Support (ALS/BLS) Emergency Medical Services
- F) Public Education
- G) Fire Prevention
- H) Hazardous materials "Awareness Level" Response
- I) Low-angle Rescue
- J) Automatic and Mutual emergency response to neighboring jurisdictions

The Camas-Washougal Fire Department operates under a chain-of-command which has been established by the Camas City Council and the Washougal City Council, who are elected to represent the public they serve. The chain-of-command, or organizational chart, is represented in attachment "B".

The Camas-Washougal Fire Department normally employs fifty-six (56) career members. The total number by their assigned areas of responsibility is as follows:

Chief-1

Division Chief: Fire Marshal-1

Division Chief: EMS-1

Training Captain-1

Deputy Fire Marshal-1

Administrative Support-2

Line Battalion Chiefs-3

Line Fire Captains: Paramedic-4

Line Fire Captains: IV Technicians-5

Line Firefighters: Paramedic-21

Line Firefighters: IV Technician-16

## **Response Standards**

### **1) Turnout Time**

Turnout Time Standard:

The Camas-Washougal Fire Department has adopted a turnout time standard of two (2) minutes 90% of the time.

### **2) Arrival of 1<sup>st</sup> Arriving Engine Company at Fire Suppression Incident**

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of five (5) minutes for the first fire engine to arrive when responding to a fire suppression incident within their first due area 90% of the time.

### **3) Deployment of full first alarm assignment at a fire suppression incident.**

Response Time Standard for Full 1<sup>st</sup> Alarm Response:

The Camas-Washougal Fire Department has adopted a response/travel time standard of ten (10) minutes to deploy the first full alarm assignment when responding to a fire suppression incident within the City of Camas and within the City of Washougal 90% of the time.

### **4) Arrival of First Response Medical Aid Vehicle at an emergency medical incident.**

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of five (5) minutes in the urban area, nine (9) minutes in the suburban area for the arrival of the first emergency medical aid vehicle with a minimum of two Firefighter EMT's when responding within their first due area 90% of the time.

### **5) Arrival of Advanced Life Support Transport unit at an emergency medical incident.**

Response Time Standard:

The Camas-Washougal Fire Department has adopted a response/travel time standard of nine (9) minutes in the urban area, thirteen (13) minutes in the suburban area, and twenty-one (21) minutes in the rural area for the arrival of the first emergency medical transport unit with a minimum of one Firefighter Paramedic 90% of the time.

### **6) Arrival of Hazardous Materials trained and equipped Technicians.**

Response Time Standard:

The Camas-Washougal Fire Department Firefighters are trained to Awareness Level for response to hazardous materials incidents and are responsible for hazardous materials incidents within

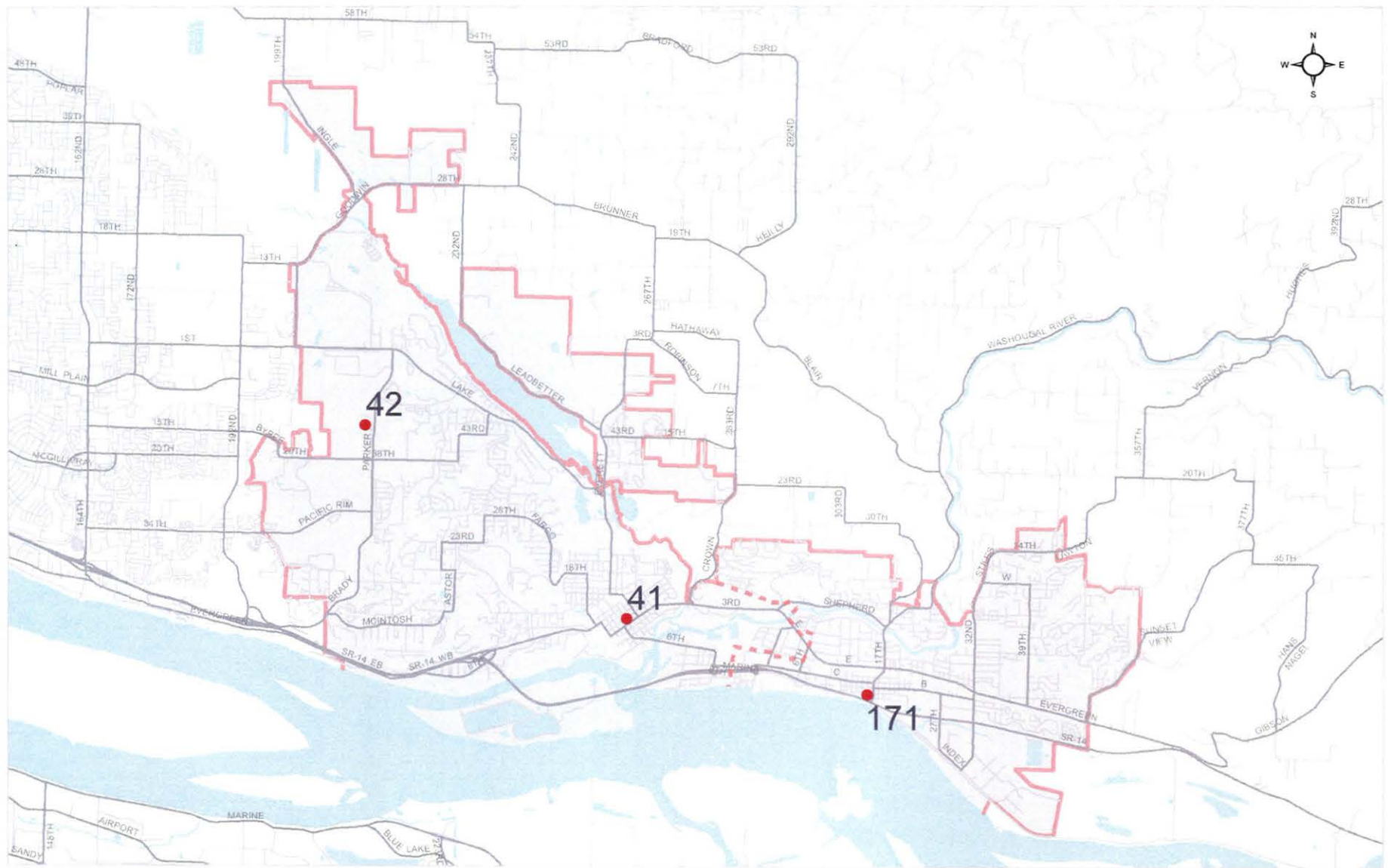
the City of Camas and the City of Washougal. The Camas-Washougal Fire Department's response time standard is the same as for a fire suppression call.

**Attachment C:**

Camas-Washougal Fire Department Service Area Map

# CWFD Initial Fire Response Area

Cities of Camas and Washougal, Washington



- Fire Station
- - - Camas / Washougal Line
- Roads
- Response Boundary
- Cities of Washougal and Camas

0 1 2 4 Miles

Map produced November 2013  
Clark County GIS



**Attachment D:**

Camas-Washougal Fire Department Cost Allocation Example

**Cities of Camas and Washougal WA**  
**Camas Washougal Fire Department Interlocal Agreement**  
**Attachment D - Cost Allocation Example**

<u>Fire and EMS Expenses</u>	<u>Total</u>	<u>Comments</u>
Salaries and Benefits	\$ 6,752,850	Based on proposed 2014 budget
Supplies and Services	910,262	Based on proposed 2014 budget
Equipment Replacement	100,000	Estimate
Intergovernmental	275,150	Based on proposed 2014 budget
Capital	215,000	Includes ambulance purchase
Debt Payments	29,648	Based on proposed 2014 budget
	<u>\$ 8,282,910</u>	

<u>Dedicated Revenues</u>		
ECFR EMS Levy	\$ 384,423	Based on proposed 2014 levy
SAFER Grant - EMS	96,000	Expires August 2014
Ambulance Fees	910,000	Based on 2013 v. 2012 through June
Other Fire Revenue	40,000	Plan review, etc.
Other EMS Revenue	14,000	Misc. revenues
Loan Proceeds - Ambulance	175,000	
	<u>\$ 1,619,423</u>	

<b>Net Operating Expenses</b>	<b>\$ 6,663,487</b>
-------------------------------	---------------------

<u>Adjustments</u>	
Reserve Increase/Use	\$ -
True Up from Prior Year	\$ -
Other	\$ -
<b>Adjusted Net Operating Expense</b>	<b><u>\$ 6,663,487</u></b>

<u>Allocation Factors - 2012</u>	<u>Total Calls</u>	<u>Population</u>	<u>Structure AV</u>
Washougal	2,523	14,340	\$ 784,631,794
Camas	2,938	20,020	\$ 1,784,757,632
<b>Total</b>	<b>5,461</b>	<b>34,360</b>	<b>\$ 2,569,389,426</b>
Source	Fire Depts	WA OFM	County Assessor

<u>Share of Factors</u>			
Washougal	46.2%	41.7%	30.5%
Camas	53.8%	58.3%	69.5%
<b>Total</b>	<b>100.0%</b>	<b>100.0%</b>	<b>100.0%</b>
Weights	25%	25%	50%

<u>Weighted Allocation</u>				<u>Total</u>
Washougal	11.6%	10.4%	15.3%	<u>37.3%</u>
Camas	13.4%	14.6%	34.7%	<u>62.7%</u>
<b>Total</b>	<b>25.0%</b>	<b>25.0%</b>	<b>50.0%</b>	<b><u>100.0%</u></b>

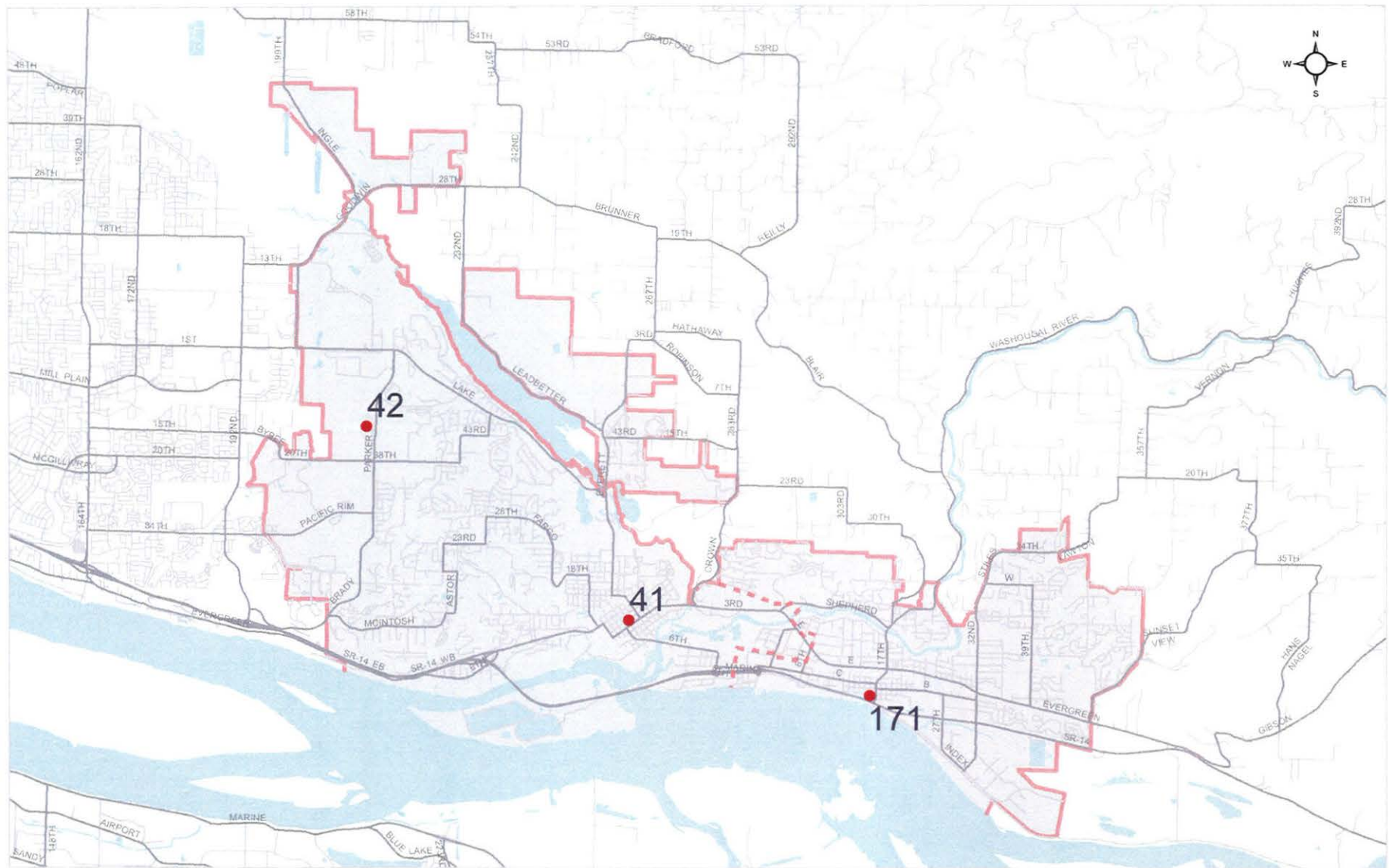
<u>2014 Allocated Net Operating Expense</u>	<u>Annual</u>	<u>Monthly</u>
Washougal	\$ 2,482,320	\$ 206,860
Camas	\$ 4,181,167	\$ 348,431
<b>Total</b>	<b><u>\$ 6,663,487</u></b>	<b><u>\$ 555,291</u></b>

Check Total \$ -



# CWFD Initial Fire Response Area

Cities of Camas and Washougal, Washington



- Fire Station
- - - Camas / Washougal Line
- Roads
- Response Boundary
- Cities of Washougal and Camas

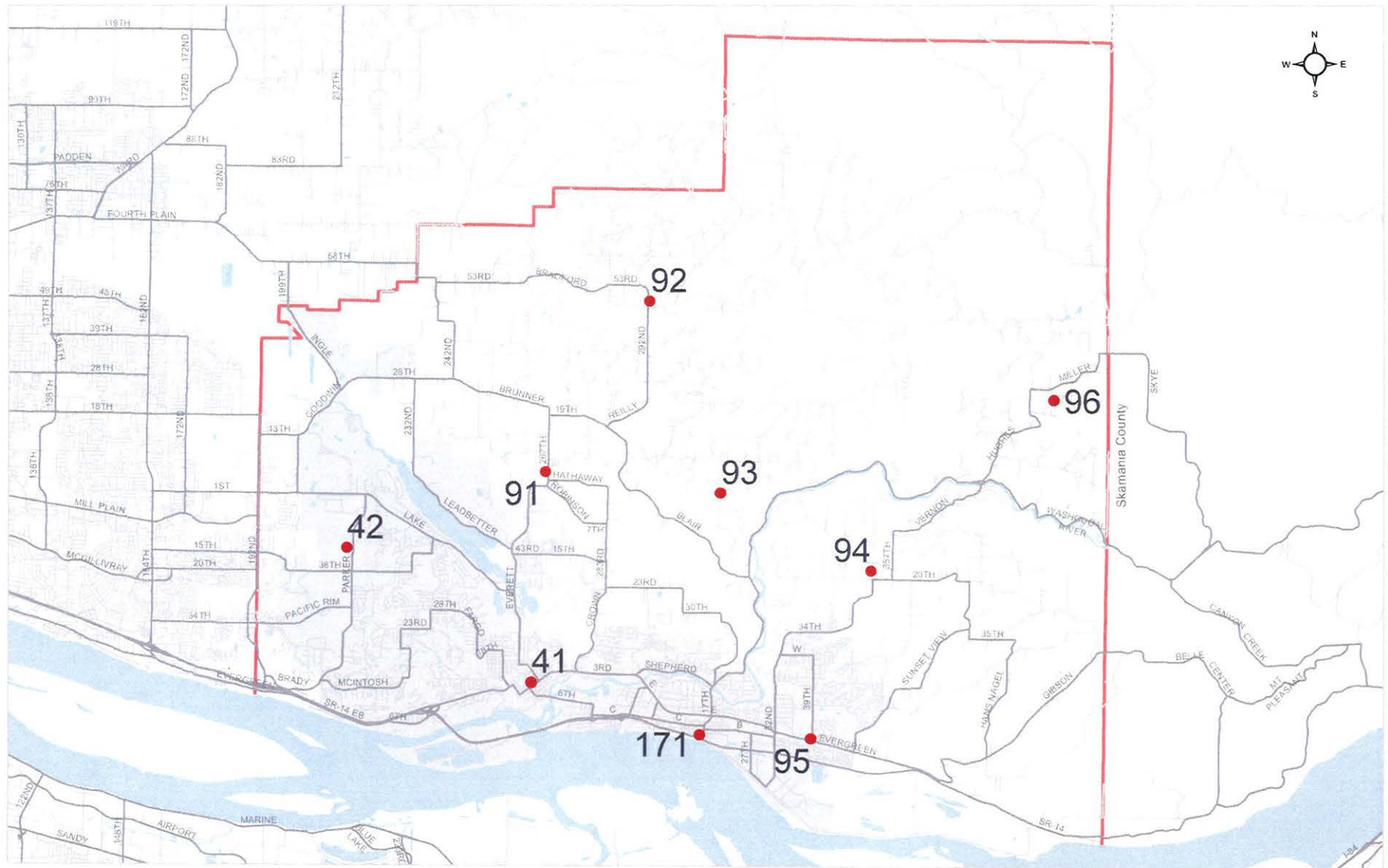
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Map produced November 2013  
Clark County GIS



# CWFD Ambulance Service Area

Southeast Clark County, Washington



● Fire Station

— Roads

□ Ambulance Service Area

■ Cities of Washougal and Camas

0 1.25 2.5 5 Miles

Map produced November 2013  
Clark County GIS



**INTERLOCAL AGREEMENT BETWEEN THE  
CITIES OF CAMAS AND WASHOUGAL TO PROVIDE FOR THE APPOINTMENT OF  
JOINT REPRESENTATION ON THE C-TRAN AND RTC BOARDS OF DIRECTORS**

**THIS INTERLOCAL AGREEMENT** (the "Agreement") is made and entered into this 17<sup>th</sup> day of January 2012, by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas", hereinafter also collectively referred to as the "Parties".

**RECITALS**

**WHEREAS**, the parties hereto desire to enter into an Interlocal Agreement pursuant to RCW 39.34, the Interlocal Cooperation Act; and

**WHEREAS**, the Parties are jointly represented on the C-TRAN and Regional Transportation Council (RTC) Boards of Directors with one seat, pursuant to the governing documents of C-TRAN and RTC; and

**WHEREAS**, the Parties have heretofore relied upon an informal process to determine the appointment to each Board; and

**WHEREAS**, the issue of the proper process to utilize for the appointment to each Board is a topic of mutual concern for the Parties; and

**WHEREAS**, the Parties recognize the need to establish a formal process and timeline for making appointments to the C-TRAN and RTC Boards; and

Pursuant to the laws of Washington, the Parties elect to enter into this Agreement for the purpose of defining a formal process for making appointments to the C-TRAN and RTC Boards;

Therefore, the Parties mutually agree as follows:

**AGREEMENT**

- A. This is an Intergovernmental Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, among the Parties.
- B. Pursuant to RCW 39.34, the purpose of this Intergovernmental Agreement is as set forth in Article I (PURPOSE). Its duration is as specified in Article II (DURATION OF AGREEMENT). Its method of termination is set forth in Article III (TERMINATION OF AGREEMENT).

I. PURPOSE

- A. The purpose of this Agreement is to define a formal and predictable process for making appointments for joint representation to the C-TRAN and RTC Boards.
- B. The intent of the Parties is to cooperatively act pursuant to the provisions of the Interlocal Cooperation Act, RCW 39.34.

II. DURATION OF AGREEMENT

The duration of this Agreement shall be for an indefinite duration, subject however, to the right of either Party to terminate this agreement as hereinafter provided. The Parties agree to review the agreement during the fourth quarter of 2013 and to make such revisions, if any, as mutually agreed.

III. TERMINATION OF AGREEMENT

- A. Either Party may choose to terminate this Agreement by notifying the other Party in writing no later than September 1<sup>st</sup> of any given year, with termination to be effective December 31<sup>st</sup> of that year. Upon one Party giving notice of termination to the other Party as provided for herein, future performance obligations of the Parties shall be suspended until such time as the Parties further mutually agree to proceed or until the Agreement terminates.
- B. Termination of this Agreement or suspension of future performance under this Agreement in accordance with this Section shall not relieve the Parties of liability for any obligation previously incurred.

IV. SCOPE

- A. The Parties establish a regular rotation schedule, alternating representation every two years. The term of a specific rotation may be extended, as appropriate and by mutual agreement of the Parties, when an appointee is progressing through Board leadership chairs. The term of a specific rotation may otherwise be extended by mutual agreement of the Parties.
- B. The first rotation shall commence with appointments effective January 1, 2012.
- C. During the first rotation, a Washougal appointee shall be the representative to the C-TRAN Board, with a Camas appointee as an alternate; and a Camas appointee shall be the representative to the RTC Board, with a Washougal appointee as an alternate. Representation will rotate in each successive rotation.

- D. Each Party shall independently make appointments pursuant to their own adopted process.
- E. Appointments shall be made in December of the year prior to the end of a rotation, or as soon thereafter as practical.

#### V. REPRESENTATION AND REMOVAL

- A. The appointed representatives shall fairly and accurately represent the consensus view of the Cities of Camas and Washougal. Representatives may use a variety of methods to inform and determine consensus. Prior to voting on items of significance before a Board, the representatives shall advise and seek guidance from both councils. On items of significance for which there are markedly different views amongst or between the councils, the representative shall report a summary of such council views to the respective board, prior to casting his/her vote. Items of significance shall include matters of taxation, formation of sub-districts, constituent voting parameters, significant changes in the scope and nature of services delivered, and other items determined to be significant in the judgment of the representative.
- B. A duly appointed representative may be removed by a super-majority vote (10 votes out of 14) of the combined city councils.

#### VI. NOTICE

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

The City of Camas:  
CITY OF CAMAS  
P.O. Box 1055  
Camas, WA 98607  
Phone: (360) 817-7230  
Attention: Lloyd Halverson  
City Administrator

The City of Washougal:  
CITY OF WASHOUGAL  
1701 C St.  
Washougal, WA 98671  
Phone: (360) 835-8501  
Attention: David Scott  
City Administrator

The name and address to which notices shall be directed may be changed by a Party by giving the other Party notice of such change as provided in this section.

VII. WAIVER

No waiver by the Parties of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

VIII. WITHDRAWAL

A Party may withdraw at any time, upon written notice to the other Party as provided for in Article III, Section A.

IX. AMENDMENT

The provisions of this Agreement may be amended by mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved by the governing bodies of each agency, and executed by the duly authorized official of each Party.

X. ATTORNEYS' FEES AND COSTS

All Parties shall bear their own costs of enforcing the rights and responsibilities under the Agreement.

XI. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XII. DOCUMENT EXECUTION AND FILING

The Parties agree that there shall be five (5) signed originals of this Agreement procured and distributed for signature by the necessary officials of each Party. Upon execution by the Parties, each such signed original shall constitute an Agreement binding upon the Parties. The executed originals of this Agreement shall be either recorded with the Clark County Auditor or shall be posted on each Parties' web sites as authorized by RCW 39.34.040.

XIII. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned herein, and no prior agreements shall be effective to the contrary.

XV. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

XVI. DISPUTES

Disputes among the Parties regarding this Agreement shall be referred to mediation using a mediator agreed upon by the Parties to the dispute. If the dispute is not resolved by mediation, the Parties shall be free to pursue any remedies to which they are entitled. Venue of any disputes shall be Clark County Superior Court.

CITY OF CAMAS

By: [Signature]  
Title: Mayor  
Name: Scott Higgins  
Date: 11/7/12

CITY OF WASHOUGAL

By: [Signature]  
Title: Mayor  
Name: SEAN GUARD  
Date: 1/17/12



## **Purpose**

This memorandum is to give the Board of Clark County Commissioners (Board) background information on the pending Clark County 20-Year Comprehensive Growth Management Plan update.

In a July 17<sup>th</sup> work session, Community Planning will present to the Board topics such as why do we plan, history of planning in Clark County, What have we assumed/did we get it right?, GMA requirements, Board's role in planning and the next steps.

## **Introduction**

The 1990 Growth Management Act (GMA) requires the county to "...review, at least every eight years, its designated urban growth area, and the densities permitted within both the incorporated and unincorporated portions of each urban growth area (RCW 36.70A.130(a))." Such revision shall be made "...to accommodate the urban growth projected to occur in the county for the succeeding twenty-year period." Clark County adopted a comprehensive plan in 1994, 2004 and 2007. The next update cycle requires the county to review, revise and update, if necessary, by June 30, 2016.

## **Background**

In 1994, the county adopted the first comprehensive plan, which resulted in a total of 41,229 acres, or 64.42 square miles, of urban growth areas. The plan was remanded by the Western Washington Growth Management Hearings Board for inconsistency between population projections and capital facilities planning. After additional work, the county revised the comprehensive plan in 1997 to comply with the hearings board findings.

By 1999, the second comprehensive plan effort was launched. The state Office of Financial Management (OFM) projected a 20-year Clark County population increase to between 453,280 and 571,061 people. As adopted, the county's 2004 plan assumed an annual growth rate of 1.69 percent, resulting in a projected mid-range population forecast of 517,741. Urban growth areas were expanded by 6,124 acres, or 9.57 square miles. Fourteen appeals challenging the 2004 plan were filed with the hearings board. The appeals focused, in part, on a last-minute reduction in the assumed growth rate, moving it from 1.83 percent to 1.69 percent.

In 2005, a new Board found the growth rate assumed in the 2004 plan was unrealistically low based on historic trends, and agreed to reopen the plan. Relying on county assurances for an increased local process, the city of Battle Ground and development petitioners withdrew their appeals. On Nov. 23, 2005, the hearings board issued its amended Final Decision and Order in the case of *Building Association of Clark County v. Clark County*, WWGMHG No. 04-2-0038c. The decision upheld the 2004 plan.

Earlier, in June 2005, the Board of County Commissioners launched a two-year update process that culminated in adoption of a 2007 Comprehensive Plan amendment. The plan assumed a 2.2 percent growth rate for the first six years and a 2.0 percent growth rate for the remainder of the 20-year plan. Those assumptions resulted in a population forecast of 584,310, and urban growth areas were expanded by 12,023 acres.

The 2007 plan was appealed. The appellants were, in order, Karpinski, Clark County Natural Resources Council, and Futurewise. They were arguing that the county had erroneously moved 4,351 acres from agricultural designation to a non-resource designation, and included those lands within urban growth areas.



As a result of the appeals process, the rezoning of about 1,500 acres was ruled invalid, and those lands were removed from urban growth areas and again designated as agricultural lands. All 1,500 acres had been zoned for employment lands. The 2013 vacant lands inventory shows that there are 6,696 acres of land zoned for employment opportunity. The Washington Supreme Court ruled in March 2013 that the Court of Appeals should not have ruled on the annexation by the Cities of Ridgefield and Camas of lands that had been “designated” by the 2007 plan.

## Planning assumptions

Much information goes into making decisions during a comprehensive plan update. GMA requires Clark County and its cities to monitor growth patterns and use information from new development as well as consideration of “reasonable measures” to revise and update their growth plans, if necessary (RCW 36.70A.215). In addition, planning assumptions for growth rate and jobs/acre<sup>1</sup> are used to determine the number of acres to allocate to population and job growth. Planning assumptions are based on OFM numbers and direction from the Board of County Commissioners.

Planning assumptions for the 1994, 2004 and 2007 plan updates are shown in Table 1.

**Table 1: Planning Assumptions: 1994, 2004, and 2007**

Assumption	1994	2004	2007
OFM Range	356,873 – 416,071	453,280 – 571,061	476,692 – 625,316
20-Year Population Projections	416,071	517,741	584,310
Planned population growth	123,000	147,278	192,635
Urban/Rural population growth split	81/19	90/10	90/10
Assumed Annual population growth rate	2.35%	1.69%	2.2% (2004-2010), 2% (2011-2024)
Housing type ratio	60% single family, 40% multifamily	75% single family, 25% multifamily	75% single family, 25% multifamily
Persons per Household	2.33	2.69	2.59
New jobs	58,100	84,203	138,312
Average jobs to population ratio	1:2.11	1:1.75	1:1.39
Market Factor	25%, residential and commercial; 50%, industrial	0%, residential; 25%, business park and commercial; 50%, industrial	10%, residential; 0% for commercial, business park and industrial

Source: 20-Year Comprehensive Growth Management Plan

## 2013 Vacant lands inventory

To determine how much land should be added during an update to accommodate projected growth, the county must assess how much buildable land exists compared with projected needs. The Department of GIS recently completed running its annual vacant lands model. The 2013 results indicate urban growth areas contain the following vacant buildable lands:

- 8,037 net residential acres with a capacity of 147,742 residents.
- 3,109 net acres of commercial lands with employment capacity of 62,180, at 20 jobs per acre.
- 3,587 net acres of industrial land with an employment capacity of 32,283, at 9 jobs per acre.
- Employment capacity of vacant lands in all county urban growth areas is 94,463.<sup>2</sup>

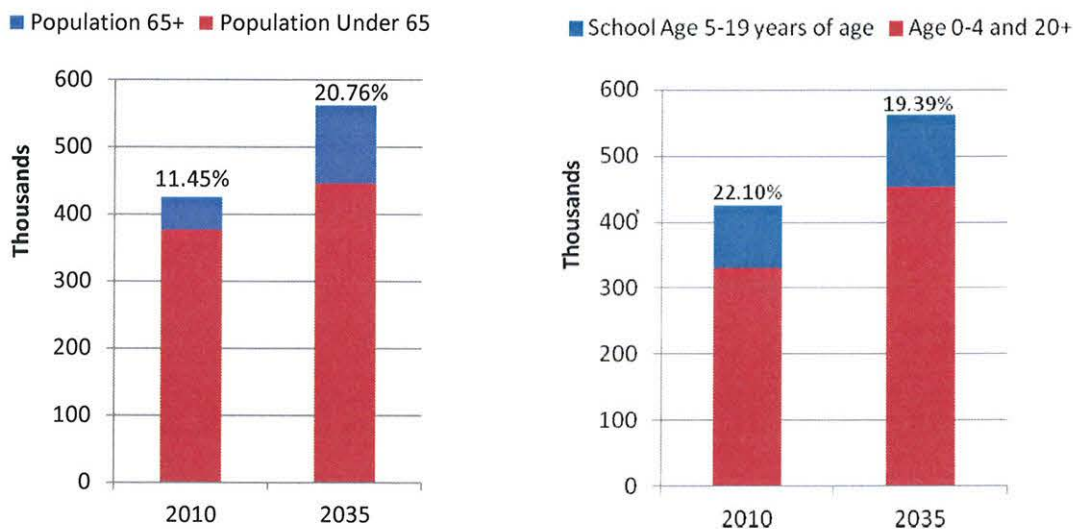
<sup>1</sup> Jobs/acre assumption is not a GMA requirement. GMA does require that we have enough land for jobs.

<sup>2</sup> Total potential jobs not captured by the vacant lands model increase the capacity for jobs on vacant lands by 16,775 (jobs from redevelopment), and 6,600 public sector jobs, thus increasing the total potential job capacity from 94,458 to 117,833.

## Clark County demographic trends

Several changes (figures 1 and 2 below) in demographic trends indicate a need to review and reconsider planning assumptions for annual population growth forecasts and the number of commercial and industrial jobs per acre. A review will better position the county to analyze what the assumptions mean for OFM's new 2035 growth population forecast.

**Figure 1. Percent of Population Over Age 65. Figure 2. Percent of Population Aged 5-19**



Source: OFM Growth Management population projections for counties: 2010 to 2040

These changes include (Source: OFM Growth Management population projections for counties: 2010 to 2040):

- Population aged 65 and over is increasing: 11.45% of Clark County population in 2010; 20.76% by 2035
- Population ages 5 to 19 is decreasing: 22.10% of Clark County population in 2010; 19.39% by 2035
- Net-migration (population in and out) to Clark County has slowed, from a high of 10,476 in 1997-98; averaging over 7,900 a year between 1995 and 2005; slowing down to an average of about 2,500 a year between 2005 to 2012 (Source: OFM Migration Population, population change, births, deaths, and residual migration 1960 to 2012 by county by year).
- Number of residential building permits has dropped: 5,100 permits issued in 1994; 958 in 2011; 1,523 in 2012) (Source: Clark County Department of GIS)

## Clark County population and employment projections

The current Comprehensive Growth Management Plan population projections estimate there will be 584,310 persons in Clark County by 2024. In 2012, OFM revised the 2035 projections using the 2010 U.S. Census as a base year to reflect the 2007 economic recession, and OFM's medium population estimate for Clark County for 2035 is 562,207, just slightly lower than the existing 2024 population projection. Table 2 provides a summary of population projections.

**Table 2: Summary of Population Projections for 2024, 2035 and 2040.**

	Clark County GMA Comp Plan (2007)	OFM Medium (2012)	OFM Medium (2012)
	2024	2035	2040
Base Year	2004	2010	2010
Population	584,310	562,207	585,137
Household	225,602	217,068	225,922
	2% overall - 2.2% for first six years	1.12	1.06
Population Annual Growth Rate			
Employment	230,000	168,700	175,600
Jobs/Household	1:1.01	1:0.78	1:0.78
Employment Annual Average Growth Rate from 2010	2.0%	1.2%	1.1%

Source: 20-Year Comprehensive Growth Management Plan, OFM and Washington Employment Security Department

According to an analysis by the Washington Employment Security Department, Regional Economist Scott Bailey, the OFM population growth projections imply that employment will grow to 175,600 in 2035 from the current (as of 2012). For this scenario, he assumed the following:

- Population is based on the OFM intermediate growth projections of 585,137 persons using a 1.1% average annual population growth rate.
- January 2013 unemployment rate in Clark County was 11.4%.
- County labor force will be roughly 266,000 in 2035.
- The 2035 unemployment rate will be 5.5 percent, there will be about 251,370 employed county residents.
- If the current 32% of resident workers travel outside of Clark County, then there will be about 170,932 non-farm jobs in the county.
- If the number of resident workers traveling outside of Clark County shrinks to 22.5%, then there would be approximately 194,912 jobs in the county. The additional jobs depend largely upon land use and transportation policies, and the amount of land that is zoned and serviced for industrial and commercial uses, free of impediments like wetlands.

## **The 2035 OFM population projections**

As stated above, OFM cooperates with local jurisdictions to prepare and periodically update state and county population projections for growth management planning purposes. OFM provides a low, medium and high series of projections based on particular assumptions. The medium series is considered the most likely because it is based on assumptions validated by past and current information.

Given the recent economic downturn, changing demographics and lower than anticipated growth rates, OFM published new, lower growth projections for 2035 for Washington counties. The new 2035 OFM medium population projection for Clark County is contained in Table 3. Community Planning is proposing to use this updated OFM 2035 medium population projection in a Comprehensive Plan update for 2016.

Table 3 allows comparisons of the OFM projections to prepare for scoping of a 2016 Comprehensive Growth Management Plan update. The new 2035 employment and household forecasts are based on the population projection.

**Table 3. Clark County Demographics; Base Year and Comparative Forecasts**

	Clark County GMA Comp Plan	OFM Low	OFM Medium	OFM High
	2024	2035	2035	2035
Base Year	2004	2010	2010	2010
Population	584,310	459,617	562,207	681,135
Households*	225,602	177,458	217,068	262,986
Average Annual Exponential Growth Rate for Population	2% overall - 2.2% for first six years	0.31%	1.12%	1.88%
Employment	230,000	137,900	168,700	204,400
Jobs/Household	1:1.01	1:0.78	1:0.78	1:0.78
Employment Annual Average Growth Rate from 2010	2.0%	0.4%	1.2%	1.9%

Source: 20-Year Comprehensive Growth Management Plan, OFM, and Washington Employment Security Department

Note: \*based on assumption of 2.59 people per household

## Timeline

A proposed draft timeline for the Comprehensive Growth Management Plan Review is in Table 6 below:

<b>Table 6. Proposed Comprehensive Growth Management Plan Review Timeline and Topics</b>	
BOCC Meeting	
July 17	Kickoff: purpose, background, next steps
August	Begin coordination with local jurisdictions on focus of the plan update
January 2014	Present scope of work, and begin working on the 2015 Buildable Lands Report

## NEXT STEPS

Community Planning staff will work with local jurisdictions to:

- Review Washington State Department of Commerce expanded checklist for comprehensive plans to help determine actions needed to update the Comprehensive Growth Management Plan by 2016.
- Reorganize the Comprehensive Growth Management Plan document to make it more simple, clear and readable. Review countywide planning policies.
- Develop a scope of work with timelines and a public participation plan.

# **Clark County Comprehensive Plan 2016 Update**

Planning for growth 2016 – 2035

Population and Jobs Projections – Issue Paper 2

October 2013

## **Purpose**

This memorandum provides the Board of Clark County Commissioners (BOCC) the background information for a discussion with local cities and the Town of Yacolt on population and job planning assumptions for 2016 through 2035.

## **Background**

Clark County and its cities are required to periodically review and update their comprehensive plans and development regulations. The Washington State Growth Management Act (GMA) requires that counties and cities complete such a review at least every eight years (RCW 36.70A.130). Clark County adopted comprehensive plans in 1994, 2004, and 2007. The 2007 update covers the time period 2004-2024. At that time, 2014 was the deadline for completing the next update. However, due to the recent economic downturn, the State Legislature adopted a revised schedule extending the deadline for completion of Clark County's next update to June 30, 2016.

In "Issue Paper 1 - Comprehensive Plan Overview", Community Planning presented a summary of the county's Planning Assumptions, the 2013 vacant lands inventory and population and employment projections. This Issue Paper will focus on Population projections for the 2016-2035 planning horizon.

The intent of the 2016 update is to ensure that the county and its cities have enough land included in urban growth areas (UGAs) to accommodate 20 years of population and employment growth through 2035. Not only are the UGAs sized to accommodate a 20- year supply of housing, but also the full range of services that accompany urban development, including medical, public service, institutional, industrial, commercial, service, and retail uses. In addition, this growth must be supported by the necessary infrastructure and public services. In the existing plans, the county and its cities have identified the appropriate levels of service necessary to accommodate the increase in population and jobs. Any improvements needed to maintain these levels of service especially for "hard concurrency" items must be identified and programmed for funding concurrent with any increase in population.

## **Population Allocation Considerations**

Regulations adopted by the Washington State Department of Commerce are intended to guide local governments in making population allocation decisions. Specifically, WAC 365-196-310 identifies a number of factors applicable to allocating projected growth:

1. *Population projections available from the Washington State Office of Financial Management*
2. *Historical growth trends and factors that could alter those trends in the future*
3. *Provision of public facilities*
4. *Land supply limitations*
5. *Economic trends and employment*
6. *Projected need for residential, commercial, and industrial lands*

## 1. Population Projections

In determining the size of UGAs, counties are required to utilize the official population projections issued by the Washington State Office of Financial Management (OFM). These projections include three distinct ranges; low, medium, and high. The population projections are prepared for a 20- year time period with an incremental update every 5 years. . Given the recent economic downturn, changing demographics, and lower than anticipated growth rates, the Washington State Office of Financial Management (OFM) published new, lower growth projections for 2035. The most recent projections by OFM were released on May 31, 2012. The Clark County population projections for 2035 are:

HIGH	681,135
<b>MEDIUM</b>	<b>562,207</b>
LOW	459,617

(Source: <http://ofm.wa.gov/pop/gma/>)

In accordance with RCW 43.62.035, the **medium** range represents OFM's most likely estimate of a county's population. The RCW says in part: "the middle range shall represent the office's estimate of the most likely population projection for the county". Within each county, population planning targets for cities, towns, and unincorporated areas are worked out among the affected local jurisdictions as part of the regional, city and county planning process. Clark County, its cities and town have adopted the Community Framework Plan (vision for growth) and Countywide Planning Policies (CWPP) to guide the development of the 20 -year plan.

Choosing an appropriate population projection range is extremely important. Selecting a range that is too high or too low can lead to serious challenges. For example, because UGAs are sized in accordance with the adopted population range, choosing a range that underestimates the rate of population growth can lead to UGAs that are too small, a shortage of developable land and artificially inflated housing and land prices. Alternatively, selecting a range that overestimates the rate of population growth can require costly and unnecessary infrastructure upgrades. Because the GMA requires local governments to develop detailed funding plans for urban services, selecting a range that is too high can result in premature or unnecessary and wasteful infrastructure spending.

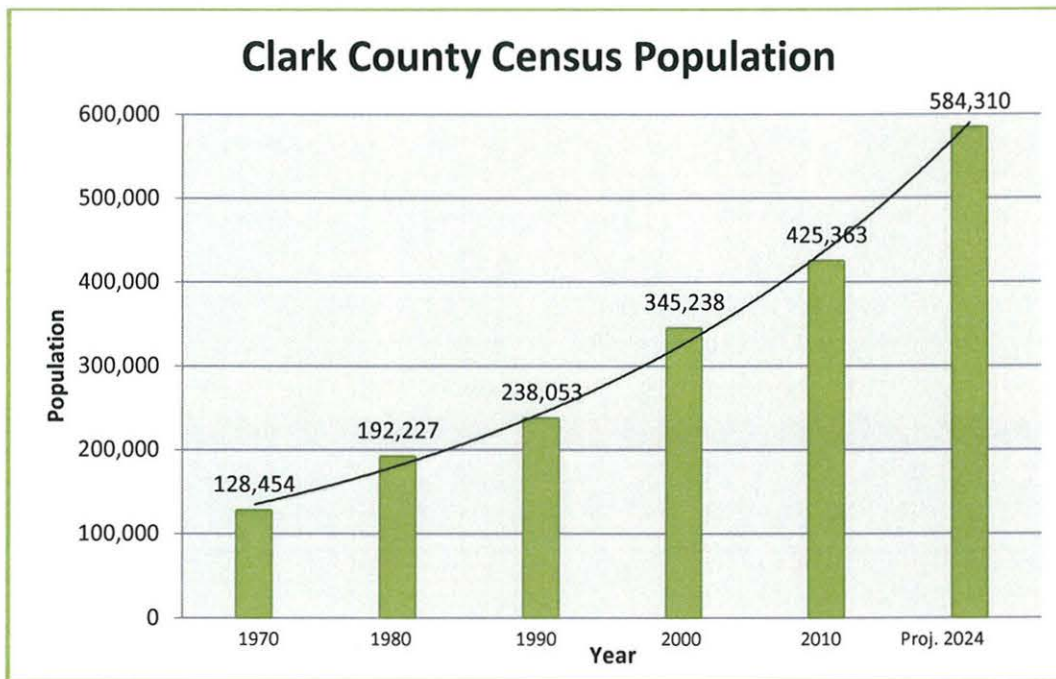
## 2. Employment Projections

The GMA does not require local jurisdictions to plan for any particular number of jobs. Identifying lands for jobs, however, is an important consideration in sizing of UGAs. The county has historically used a "jobs to population" ratio that is informed by U.S. census data and state employment information from the Washington Employment Security Department. The 2007 comprehensive plan assumption is 1:1.39 for future growth.

## 3. Historical Growth Trends

Clark County has historically experienced healthy population increases. We typically rank as the first or second fastest growing county in the Portland/Vancouver metropolitan area. In the last decade alone, the county's population has increased by 23 percent. The following shows the county's census population from 1970 through 2010 and the adopted population projection for 2024.





The 20 year Comprehensive Plan (2007-2024) established a population projection of 584,310 by 2024, which was about midway between the OFM medium and high projections.

#### 4. Provision of Public Facilities

As noted earlier a full range of services must accompany urban development. Each jurisdiction and service provider prepares a 20 year Capital Facility Plan (CFPs) based on the population forecasted. The facility plans include the necessary improvements projected to be needed and identifies funding sources. Since the adoption of the 2007 plan, Clark County was hard hit during the recession. Revenue forecasts are down and population projections are lower than anticipated. All jurisdictions and service providers have reviewed their CFPs.

The BOCC has had numerous discussions on how best to service the unincorporated Vancouver Urban Growth Area. Acting in the capacity of a city relatively the size of Vancouver, the county provides urban services such as transportation, stormwater treatment, law enforcement, and parks.

- a. Transportation: The Board has determined that the preservation of our road system is the first priority. Safety, intersection improvements to satisfy concurrency and jobs; focused improvements are the next priorities.
- b. Stormwater: The county will continue to meet its obligations under the NPDES permit issued by the Washington Department of Ecology under the mandates of the Federal Clean Water Act.
- c. Law enforcement: Demand for law enforcement services is directly related to the population (number of households) and the amount of developed commercial/industrial acreage for the area. Most of the growth in the county has occurred in the unincorporated, largely urban sections of the county. This is not likely to change in the near term. As a result,

the Clark County Sheriff's Office has experienced the greatest increase in demand/need for services.

- d. Parks: The Board has determined that the county should operate and manage a separate park system rather than a joint system with the City of Vancouver. In doing so, the Board is committed to completion of the remaining parks, sports fields and trails identified in creation of the Greater Metropolitan Parks District.

## **5. Land Supply Limitations**

The county uses a Vacant and Buildable Lands Inventory model (VBLM) to verify that the urban growth boundaries include the land necessary to support the urban portion of the 20-year jobs and population projection. A percentage of population growth is allocated to rural areas. The 2007 Comprehensive Plan assumed that 10% of population would occur in the rural areas. The VBLM uses GIS based land analysis and data-driven assumptions to determine the capacity of urban lands to accommodate growth.

## **6. Economic Trends and Employment**

Clark County employment in manufacturing, distribution, and related sectors drives the market for industrial space. Though job gains are expected in the transportation/warehousing and wholesale trade sectors, the Bureau of Labor Statistics has forecast a loss of more than 1.5 million U.S. manufacturing jobs between 2006 and 2016. Some job losses are the natural result of automation as employers substitute capital for labor. Outsourcing of local jobs to other states and/or countries contributes to the loss of jobs, especially in manufacturing. But job losses, coupled with continued turmoil in financial markets, will not bode well for businesses making capital investments.

## **7. Residential, Industrial, and Commercial Needs**

To determine how much land is needed during an update to accommodate projected growth, the county must assess how much buildable land exists compared with projected needs. The Department of GIS recently completed running its annual vacant lands model. The 2013 results indicate urban growth areas contain the following vacant buildable lands:

- 8,037 net residential acres with a capacity of 147,742 residents.
- 3,109 net acres of commercial lands with employment capacity of 62,180, at 20 jobs per acre.
- 3,587 net acres of industrial land with an employment capacity of 32,283, at 9 jobs per acre.

Thus, employment capacity of vacant lands in all county urban growth areas is 94, 463. There are other potential jobs not captured by the vacant land model, such as jobs from redevelopment and public sector jobs. It is important to note that as a result of challenge of the 2007 plan and the appeals process, the rezoning of about 1,600 acres of agricultural land to industrial was ruled invalid. The county removed those lands from urban growth areas and reinstated the lands as agriculture. Of the total, about 1,500 acres had been zoned for employment lands.



## Discussion Items

Consider adopting OFM Medium population forecast of 562,207
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1. Matches the RTC regional forecasts.
2. In keeping with the current demographic trends, adjust if necessary at the 2016 update.
3. Reduces the burden on public services.
4. Streamlines the approach to comply with an unfunded mandate.
5. Maintains existing urban growth areas.
6. Targets rezones to allow for 22,103 fewer people and more jobs than in the other projections.
7. Prepares the county to be more self-reliant for the next growth curve.

## Next Steps

The Board needs to adopt a countywide population and jobs projections. Employment and household projections are based on the population projection. Once the countywide population and jobs projections are determined, the next step is to collaborate with the cities in setting the population and job planning assumptions (allocation) for each jurisdiction for approval by the Board.

**April 1, 2013 Population of  
Cities, Towns and Counties  
Used for Allocation of Selected State Revenues  
State of Washington**

<b>County Municipality</b>	<b>Census 2010</b>	<b>Estimate 2011</b>	<b>Estimate 2012</b>	<b>Estimate 2013</b>	<b>County Municipality</b>	<b>Census 2010</b>	<b>Estimate 2011</b>	<b>Estimate 2012</b>	<b>Estimate 2013</b>
<b>Adams</b>	<b>18,728</b>	<b>18,950</b>	<b>19,050</b>	<b>19,200</b>	<b>Douglas</b>	<b>38,431</b>	<b>38,650</b>	<b>38,900</b>	<b>39,280</b>
Unincorporated	8,818	8,960	8,980	9,040	Unincorporated	20,399	20,590	20,760	21,060
Incorporated	9,910	9,990	10,070	10,160	Incorporated	18,032	18,060	18,140	18,220
Halton	101	100	105	110	Bridgeport	2,409	2,405	2,415	2,425
Lind	564	560	565	570	Coulee Dam <i>part</i>	187	185	185	185
Othello	7,364	7,420	7,495	7,565	East Wenatchee	13,190	13,220	13,280	13,350
Ritzville	1,673	1,705	1,695	1,700	Mansfield	320	320	325	325
Washtucna	208	205	210	215	Rock Island	788	790	790	790
					Waterville	1,138	1,140	1,145	1,145
<b>Asotin</b>	<b>21,623</b>	<b>21,650</b>	<b>21,700</b>	<b>21,800</b>	<b>Ferry</b>	<b>7,551</b>	<b>7,600</b>	<b>7,650</b>	<b>7,650</b>
Unincorporated	13,143	13,195	13,240	13,325	Unincorporated	6,478	6,520	6,565	6,555
Incorporated	8,480	8,455	8,460	8,475	Incorporated	1,073	1,080	1,085	1,095
Asotin	1,251	1,255	1,255	1,265	Republic	1,073	1,080	1,085	1,095
Clarkston	7,229	7,200	7,205	7,210					
<b>Benton</b>	<b>175,177</b>	<b>177,900</b>	<b>180,000</b>	<b>183,400</b>	<b>Franklin</b>	<b>78,163</b>	<b>80,500</b>	<b>82,500</b>	<b>84,800</b>
Unincorporated	32,639	33,020	33,300	33,710	Unincorporated	13,491	13,665	13,820	13,160
Incorporated	142,538	144,880	146,700	149,690	Incorporated	64,672	66,835	68,680	71,640
Benton City	3,038	3,145	3,295	3,240	Connell	4,209	5,150	5,320	5,350
Kennewick	73,917	74,665	75,160	76,410	Kahlotus	193	190	195	195
Prosser	5,714	5,780	5,785	5,810	Mesa	489	495	495	495
Richland	48,058	49,090	49,890	51,150	Pasco	59,781	61,000	62,670	65,600
West Richland	11,811	12,200	12,570	13,080					
<b>Chelan</b>	<b>72,453</b>	<b>72,700</b>	<b>73,200</b>	<b>73,600</b>	<b>Garfield</b>	<b>2,266</b>	<b>2,250</b>	<b>2,250</b>	<b>2,250</b>
Unincorporated	30,498	30,500	30,680	30,960	Unincorporated	841	835	840	850
Incorporated	41,955	42,200	42,520	42,640	Incorporated	1,425	1,415	1,410	1,400
Cashmere	3,063	3,075	3,075	3,055	Pomeroy	1,425	1,415	1,410	1,400
Chelan	3,890	3,930	3,940	3,955					
Entiat	1,112	1,135	1,135	1,140	<b>Grant</b>	<b>89,120</b>	<b>90,100</b>	<b>91,000</b>	<b>91,800</b>
Leavenworth	1,965	1,970	1,970	1,970	Unincorporated	40,134	40,395	40,790	40,956
Wenatchee	31,925	32,090	32,400	32,520	Incorporated	48,986	49,705	50,210	50,844
					Coulee City	562	565	560	570
<b>Clallam</b>	<b>71,404</b>	<b>71,600</b>	<b>72,000</b>	<b>72,350</b>	Coulee Dam <i>part</i>	0	0	0	0
Unincorporated	42,228	42,395	42,560	42,830	Electric City	968	1,065	995	1,010
Incorporated	29,176	29,205	29,440	29,520	Ephrata	7,664	7,690	7,750	7,870
Forks	3,532	3,500	3,545	3,545	George	501	690	700	720
Port Angeles	19,038	19,080	19,100	19,120	Grand Coulee	988	1,020	1,035	1,045
Sequim	6,606	6,625	6,795	6,855	Hartline	151	150	150	155
					Krupp	48	50	50	50
<b>Clark</b>	<b>425,363</b>	<b>428,000</b>	<b>431,250</b>	<b>435,500</b>	Mattawa	4,437	4,460	4,495	4,540
Unincorporated	203,339	204,610	205,885	207,710	Moses Lake	20,366	20,640	20,950	21,250
Incorporated	222,024	223,390	225,365	227,790	Quincy	6,750	6,815	6,945	7,000
Battle Ground	17,571	17,780	17,920	18,130	Royal City	2,140	2,150	2,160	2,190
Camas	19,355	19,620	20,020	20,320	Soap Lake	1,514	1,515	1,520	1,530
La Center	2,800	2,835	2,985	3,015	Warden	2,692	2,690	2,695	2,705
Ridgefield	4,763	4,975	5,210	5,545	Wilson Creek	205	205	205	209 +
Vancouver	161,791	162,300	163,200	164,500					
Washougal	14,095	14,210	14,340	14,580	<b>Grays Harbor</b>	<b>72,797</b>	<b>72,900</b>	<b>73,150</b>	<b>73,200</b>
Woodland <i>part</i>	83	85	85	85	Unincorporated	28,438	28,555	28,610	28,615
Yacolt	1,566	1,585	1,605	1,615	Incorporated	44,359	44,345	44,540	44,585
					Aberdeen	16,896	16,870	16,890	16,860
<b>Columbia</b>	<b>4,078</b>	<b>4,100</b>	<b>4,100</b>	<b>4,100</b>	Cosmopolis	1,649	1,645	1,640	1,650
Unincorporated	1,423	1,435	1,435	1,425	Elma	3,107	3,115	3,110	3,115
Incorporated	2,655	2,665	2,665	2,675	Hoquiam	8,726	8,650	8,655	8,620
Dayton	2,526	2,535	2,535	2,545	McCleary	1,653	1,655	1,655	1,655
Starbuck	129	130	130	130	Montesano	3,976	4,010	4,050	4,070
					Oakville	684	685	690	690
<b>Cowlitz</b>	<b>102,410</b>	<b>102,700</b>	<b>103,050</b>	<b>103,300</b>	Ocean Shores	5,569	5,615	5,745	5,815
Unincorporated	44,085	44,225	44,180	44,345	Westport	2,099	2,100	2,105	2,110
Incorporated	58,325	58,475	58,870	58,955					
Castle Rock	1,982	1,995	2,135	2,135	<b>Island</b>	<b>78,506</b>	<b>78,800</b>	<b>79,350</b>	<b>79,700</b>
Kalama	2,344	2,365	2,390	2,400	Unincorporated	53,565	53,700	54,215	54,665
Kelso	11,925	11,920	11,930	11,940	Incorporated	24,941	25,100	25,135	25,035
Longview	36,648	36,730	36,910	36,940	Coupeville	1,831	1,855	1,880	1,890
Woodland <i>part</i>	5,426	5,465	5,505	5,540	Langley	1,035	1,045	1,055	1,065
					Oak Harbor	22,075	22,200	22,200	22,080

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<u>County Municipality</u>	<u>Census 2010</u>	<u>Estimate 2011</u>	<u>Estimate 2012</u>	<u>Estimate 2013</u>	<u>County Municipality</u>	<u>Census 2010</u>	<u>Estimate 2011</u>	<u>Estimate 2012</u>	<u>Estimate 2013</u>
Jefferson	29,872	30,050	30,175	30,275	Klickitat	20,318	20,500	20,600	20,700
Unincorporated	20,759	20,870	20,990	21,050	Unincorporated	13,975	14,120	14,190	14,290
Incorporated	9,113	9,180	9,185	9,225	Incorporated	6,343	6,380	6,410	6,410
Port Townsend	9,113	9,180	9,185	9,225	Bingen	712	720	730	725
<b>King</b>	<b>1,931,249</b>	<b>1,942,600</b>	<b>1,957,000</b>	<b>1,981,900</b>	Goldendale	3,407	3,425	3,425	3,410
Unincorporated	325,000	285,265	255,720	253,100	White Salmon	2,224	2,235	2,255	2,275
Incorporated	1,606,249	1,657,335	1,701,280	1,728,800	<b>Lewis</b>	<b>75,455</b>	<b>76,000</b>	<b>76,300</b>	<b>76,200</b>
Algona	3,014	3,055	3,070	3,075	Unincorporated	44,892	45,260	45,285	45,270
Auburn <i>part</i>	62,761	63,050	63,390	64,320	Incorporated	30,563	30,740	31,015	30,930
Beaux Arts Village	299	300	300	290	Centralia	16,336	16,440	16,670	16,600
Bellevue	122,363	123,400	124,600	132,100	Chehalis	7,259	7,310	7,345	7,355
Black Diamond	4,153	4,160	4,170	4,170	Morton	1,126	1,125	1,125	1,120
Bothell <i>part</i>	17,090	17,150	17,280	17,440	Mossyrock	759	760	760	755
Burien	33,313	47,660	47,730	48,030	Napavine	1,766	1,780	1,790	1,795
Carnation	1,786	1,780	1,785	1,785	Pe Ell	632	635	635	630
Clyde Hill	2,984	2,985	2,980	2,980	Toledo	725	725	725	720
Covington	17,575	17,640	17,760	18,100	Vader	621	625	625	620
Des Moines	29,673	29,680	29,700	29,730	Winlock	1,339	1,340	1,340	1,335
Duvall	6,695	6,715	6,900	7,120	<b>Lincoln</b>	<b>10,570</b>	<b>10,600</b>	<b>10,675</b>	<b>10,675</b>
Enumclaw <i>part</i>	10,669	10,920	11,030	11,100	Unincorporated	5,081	5,110	5,185	5,230
Federal Way	89,306	89,370	89,460	89,720	Incorporated	5,489	5,490	5,490	5,445
Hunts Point	394	390	390	395	Almira	284	285	285	285
Issaquah	30,434	30,690	31,150	32,130	Creston	236	235	235	235
Kenmore	20,460	20,780	21,020	21,170	Davenport	1,734	1,735	1,730	1,700
Kent	92,411	118,200	119,100	120,500	Harrington	424	420	420	420
Kirkland	48,787	49,020	81,480	81,730	Odessa	910	910	915	905
Lake Forest Park	12,598	12,610	12,640	12,680	Reardan	571	575	575	575
Maple Valley	22,684	22,930	23,340	23,910	Sprague	446	445	445	445
Medina	2,969	2,970	2,990	3,000	Wilbur	884	885	885	880
Mercer Island	22,699	22,710	22,690	22,720	<b>Mason</b>	<b>60,699</b>	<b>61,100</b>	<b>61,450</b>	<b>61,800</b>
Milton <i>part</i>	831	835	835	840	Unincorporated	50,865	51,245	51,580	51,825
Newcastle	10,380	10,410	10,460	10,640	Incorporated	9,834	9,855	9,870	9,975
Normandy Park	6,335	6,345	6,350	6,350	Shelton	9,834	9,855	9,870	9,975
North Bend	5,731	5,830	5,855	6,020	<b>Okanogan</b>	<b>41,120</b>	<b>41,200</b>	<b>41,425</b>	<b>41,500</b>
Pacific <i>part</i>	6,514	6,520	6,535	6,675	Unincorporated	24,780	24,805	25,085	25,110
Redmond	54,144	55,150	55,360	55,840	Incorporated	16,340	16,395	16,340	16,390
Renton	90,927	92,590	93,910	95,540	Brewster	2,370	2,365	2,355	2,370
Sammamish	45,780	46,940	47,420	48,060	Conconully	210	220	215	220
SeaTac	26,909	27,110	27,210	27,310	Coulee Dam <i>part</i>	911	910	915	915
Seattle	608,660	612,100	616,500	626,600	Elmer City	238	240	235	235
Shoreline	53,007	53,200	53,270	53,670	Nespelem	236	235	235	235
Skykomish	198	195	200	195	Okanogan	2,552	2,585	2,535	2,560
Snoqualmie	10,670	10,950	11,320	11,700	Omak	4,845	4,845	4,835	4,830
Tukwila	19,107	19,050	19,080	19,160	Oroville	1,686	1,690	1,715	1,715
Woodinville	10,938	10,940	10,960	10,990	Pateros	667	665	665	665
Yarrow Point	1,001	1,005	1,060	1,015	Riverside	280	280	280	280
<b>Kitsap</b>	<b>251,133</b>	<b>253,900</b>	<b>254,500</b>	<b>254,000</b>	Tonasket	1,032	1,025	1,020	1,020
Unincorporated	170,022	171,395	170,620	170,505	Twisp	919	925	930	940
Incorporated	81,111	82,505	83,880	83,495	Winthrop	394	410	405	405
Bainbridge Island	23,025	23,030	23,090	23,190	<b>Pacific</b>	<b>20,920</b>	<b>20,900</b>	<b>20,970</b>	<b>21,000</b>
Bremerton	37,729	38,790	39,650	37,850	Unincorporated	14,073	14,070	14,115	14,125
Port Orchard	11,157	11,440	11,780	12,870	Incorporated	6,847	6,830	6,855	6,875
Poulsbo	9,200	9,245	9,360	9,585	Ilwaco	936	935	940	940
<b>Kittitas</b>	<b>40,915</b>	<b>41,300</b>	<b>41,500</b>	<b>41,900</b>	Long Beach	1,392	1,390	1,400	1,410
Unincorporated	18,063	18,315	18,440	18,785	Raymond	2,882	2,870	2,890	2,895
Incorporated	22,852	22,985	23,060	23,115	South Bend	1,637	1,635	1,625	1,630
Cle Elum	1,872	1,875	1,865	1,870					
Ellensburg	18,174	18,250	18,320	18,370					
Kittitas	1,381	1,430	1,450	1,450					
Roslyn	893	895	895	895					
South Cle Elum	532	535	530	530					

**April 1, 2013 Population of  
Cities, Towns and Counties  
Used for Allocation of Selected State Revenues  
State of Washington**

County Municipality	Census 2010	Estimate 2011	Estimate 2012	Estimate 2013	County Municipality	Census 2010	Estimate 2011	Estimate 2012	Estimate 2013
<b>Pend Oreille</b>	<b>13,001</b>	<b>13,000</b>	<b>13,100</b>	<b>13,150</b>	<b>Snohomish <i>continued</i></b>				
Unincorporated	9,810	9,790	9,890	9,945	Everett	103,019	103,100	103,300	104,200
Incorporated	3,191	3,210	3,210	3,205	Gold Bar	2,075	2,060	2,060	2,080
Cusick	207	210	210	205	Granite Falls	3,364	3,370	3,380	3,385
Ione	447	445	445	445	Index	178	180	180	180
Metalline	173	175	175	175	Lake Stevens	28,069	28,210	28,510	28,960
Metalline Falls	238	240	240	240	Lynnwood	35,836	35,860	35,900	35,960
Newport	2,126	2,140	2,140	2,140	Marysville	60,020	60,660	61,360	62,100
					Mill Creek	18,244	18,370	18,450	18,600
<b>Pierce</b>	<b>795,225</b>	<b>802,150</b>	<b>808,200</b>	<b>814,500</b>	Monroe	17,304	17,330	17,390	17,510
Unincorporated	366,738	372,110	375,955	378,495	Mountlake Terrace	19,909	19,990	20,090	20,160
Incorporated	428,487	430,040	432,245	436,005	Mukilteo	20,254	20,310	20,360	20,440
Auburn <i>part</i>	7,419	7,655	7,850	8,915	Snohomish	9,098	9,200	9,215	9,220
Bonney Lake	17,374	17,500	17,730	18,010	Stanwood	6,231	6,220	6,300	6,340
Buckley	4,354	4,345	4,365	4,370	Sultan	4,651	4,655	4,660	4,660
Carbonado	610	610	610	610	Woodway	1,307	1,305	1,310	1,300
DuPont	8,199	8,430	8,640	8,855					
Eatonville	2,758	2,775	2,785	2,815	<b>Spokane</b>	<b>471,221</b>	<b>472,650</b>	<b>475,600</b>	<b>480,000</b>
Edgewood	9,387	9,405	9,425	9,460	Unincorporated	136,097	136,713	136,487	137,813
Enumclaw <i>part</i>	0	0	0	0	Incorporated	335,124	335,937	339,113	342,187
Fife	9,173	9,220	9,235	9,290	Airway Heights	6,114	6,220	7,780	7,935
Fircrest	6,497	6,500	6,525	6,540	Cheney	10,590	10,790	10,820	11,070
Gig Harbor	7,126	7,200	7,340	7,670	Deer Park	3,652	3,675	3,715	3,800
Lakewood	58,163	58,190	58,260	58,310	Fairfield	612	595	600	615
Milton <i>part</i>	6,137	6,140	6,150	6,345	Latah	193 *	195	195	195
Orting	6,746	6,770	6,790	6,930	Liberty Lake	7,591	7,705	7,900	8,190
Pacific <i>part</i>	92	85	85	85	Medical Lake	5,060	4,910	4,920	4,945
Puyallup	37,022	37,240	37,620	37,980	Millwood	1,786	1,785	1,785	1,790
Roy	793	795	805	805	Rockford	470	470	470	470
Ruston	749	750	755	795	Spangle	278	280	280	280
South Prairie	434	435	435	435	Spokane	208,916	209,100	210,000	211,300
Steilacoom	5,985	6,000	6,015	6,040	Spokane Valley	89,755	90,110	90,550	91,490
Sumner	9,451	9,450	9,470	9,520	Waverly	107 *	102 *	98 *	107 *
Tacoma	198,397	198,900	199,600	200,400					
University Place	31,144	31,170	31,270	31,340	<b>Stevens</b>	<b>43,531</b>	<b>43,600</b>	<b>43,700</b>	<b>43,800</b>
Wilkeson	477	475	485	485	Unincorporated	33,893	33,946	34,035	34,160
					Incorporated	9,638	9,654	9,665	9,640
<b>San Juan</b>	<b>15,769</b>	<b>15,900</b>	<b>15,925</b>	<b>16,000</b>	Chewelah	2,607	2,610	2,620	2,615
Unincorporated	13,607	13,720	13,785	13,815	Colville	4,673	4,690	4,695	4,685
Incorporated	2,162	2,180	2,140	2,185	Kettle Falls	1,595	1,605	1,600	1,595
Friday Harbor	2,162	2,180	2,140	2,185	Marcus	183 *	174 *	175	175
					Northport	295	295	295	290
<b>Skagit</b>	<b>116,901</b>	<b>117,400</b>	<b>117,950</b>	<b>118,600</b>	Springdale	285	280	280	280
Unincorporated	48,112	48,255	48,345	48,411					
Incorporated	68,789	69,145	69,605	70,189	<b>Thurston</b>	<b>252,264</b>	<b>254,100</b>	<b>256,800</b>	<b>260,100</b>
Anacortes	15,778	15,860	15,960	16,080	Unincorporated	135,123	135,830	136,610	137,395
Burlington	8,388	8,420	8,435	8,445	Incorporated	117,141	118,270	120,190	122,705
Concrete	710 *	710	715	710	Bucoda	562	560	560	560
Hamilton	301	300	300	304 +	Lacey	42,393	42,830	43,600	44,350
La Conner	891	885	895	890	Olympia	46,478	46,780	47,500	48,480
Lyman	438	440	440	440	Rainier	1,794	1,825	1,825	1,840
Mount Vernon	31,743	31,940	32,250	32,710	Tenino	1,695	1,700	1,705	1,705
Sedro-Woolley	10,540	10,590	10,610	10,610	Tumwater	17,371	17,570	17,900	18,300
					Yelm	6,848	7,005	7,100	7,470
<b>Skamania</b>	<b>11,066</b>	<b>11,150</b>	<b>11,275</b>	<b>11,300</b>					
Unincorporated	8,645	8,685	8,755	8,780	<b>Wahkiakum</b>	<b>3,978</b>	<b>4,000</b>	<b>4,025</b>	<b>4,020</b>
Incorporated	2,421	2,465	2,520	2,520	Unincorporated	3,446	3,470	3,500	3,520
North Bonneville	956	965	1,000	1,005	Incorporated	532	530	525	500
Stevenson	1,465	1,500	1,520	1,515	Cathlamet	532	530	525	500
<b>Snohomish</b>	<b>713,335</b>	<b>717,000</b>	<b>722,900</b>	<b>730,500</b>	<b>Walla Walla</b>	<b>58,781</b>	<b>58,800</b>	<b>59,100</b>	<b>59,500</b>
Unincorporated	302,292	304,435	308,445	312,500	Unincorporated	16,750	16,815	16,975	17,150
Incorporated	411,043	412,565	414,455	418,000	Incorporated	42,031	41,985	42,125	42,350
Arlington	17,926	17,930	17,970	18,270	College Place	8,765	8,780	8,845	8,875
Bothell <i>part</i>	16,415	16,570	16,720	17,020	Prescott	318	320	325	325
Brier	6,087	6,100	6,155	6,315	Waitsburg	1,217	1,215	1,215	1,220
Darrington	1,347	1,345	1,345	1,350	Walla Walla	31,731	31,670	31,740	31,930
Edmonds	39,709	39,800	39,800	39,950					

**April 1, 2013 Population of  
Cities, Towns and Counties  
Used for Allocation of Selected State Revenues  
State of Washington**

<u>County Municipality</u>	<u>Census 2010</u>	<u>Estimate 2011</u>	<u>Estimate 2012</u>	<u>Estimate 2013</u>	<u>County Municipality</u>	<u>Census 2010</u>	<u>Estimate 2011</u>	<u>Estimate 2012</u>	<u>Estimate 2013</u>
<b>Whatcom</b>	<b>201,140</b>	<b>202,100</b>	<b>203,500</b>	<b>205,800</b>	<b>Whitman <i>continued</i></b>				
Unincorporated	87,065	87,535	87,921	88,276	Tekoa	778	775	785	770
Incorporated	114,075	114,565	115,579	117,524	Uniontown	294	300	305	320
Bellingham	80,885	81,070	81,360	82,310	<b>Yakima</b>	<b>243,231</b>	<b>244,700</b>	<b>246,000</b>	<b>247,250</b>
Blaine	4,684	4,705	4,760	4,785	Unincorporated	83,755	84,300	84,800	84,910
Everson	2,483 \$	2,495	2,520	2,550	Incorporated	159,476	160,400	161,200	162,340
Ferndale	11,415	11,530	11,830	12,290	Grandview	10,862	10,920	11,000	11,010
Lynden	11,951	12,060	12,340	12,730	Granger	3,246	3,270	3,285	3,315
Nooksack	1,338	1,350	1,370	1,410	Harrah	630 *	630	650	645
Sumas	1,319 *	1,355 *	1,399 *	1,449 *	Mabton	2,286	2,290	2,290	2,305
<b>Whitman</b>	<b>44,776</b>	<b>44,800</b>	<b>45,950</b>	<b>46,000</b>	Moxee	3,308	3,415	3,505	3,655
Unincorporated	5,961	5,974	5,974	6,035	Naches	795	805	805	805
Incorporated	38,815	38,826	39,976	39,965	Seliah	7,147	7,205	7,290	7,340
Albion	579	555	545	550	Sunnyside	15,858	16,010	16,130	16,200
Colfax	2,805	2,805	2,790	2,780	Tieton	1,191	1,195	1,195	1,235
Colton	418	425	415	420	Toppenish	8,949	8,950	8,950	8,950
Endicott	289	293 #	295	295	Union Gap	6,047	6,055	6,105	6,110
Farmington	146	145	145	145	Wapato	4,997	5,025	5,030	5,035
Garfield	597	600	595	595	Yakima	91,196 \$	91,630	91,930	92,620
LaCrosse	313	315	315	315	Zillah	2,964	3,000	3,035	3,115
Lamont	81 *	80	80	80					
Malden	203	205	205	205	<b>Washington</b>	<b>6,724,540</b>	<b>6,767,900</b>	<b>6,817,770</b>	<b>6,882,400</b>
Oakesdale	422	425	425	425	Unincorporated	2,478,323	2,454,633	2,438,547	2,449,701
Palouse	998	1,005	1,020	1,020	Incorporated	4,246,217	4,313,267	4,379,223	4,432,699
Pullman	29,799	29,820	31,000	30,990					
Rosalia	550	555	555	555					
St. John	543 *	523 *	501 *	500					

\* - State certified special census.

+ - Informal count: A population count that is considered accurate but does not meet all special census certification requirements.

# - Informal census. A population and housing count that is considered accurate but does not meet all special census

\$ - Census 2010 population and housing adjusted for annexations effective and approved by OFM from January 2, 2010 to April 1, 2010.

The 2010 county and municipal populations shown are, with few exceptions, the federal census Public Law 94-171 counts. See the following table for more information on OFM adjustments to federal census counts: [http://www.ofm.wa.gov/pop/april1/table5\\_2010.pdf](http://www.ofm.wa.gov/pop/april1/table5_2010.pdf).

Annual estimates in this official series are not revised on the basis of other information that becomes available after the estimate date.



City of Camas  
Contract Change Order

Order No. 3 Date November 25, 2013  
Contract for P-862 Lacamas Lake Lodge  
To JWC LLC  
(Contractor)

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
A. Modifications to Door Specifications (LS).		\$ 2,401.55
B. Revisions to Kitchen Design, Addition of Access Ladder (LS)		\$ 14,919.62
C. Misc. Design Corrections and Rework. (LS)		\$ 10,692.32
D. Revisions to Office Layout (LS)		\$ 10,880.04
	Totals:	\$38,893.53
	Sales Tax:	3,267.06
	Net Change in Contract Price:	\$42,160.59

NOTES:

- A. Review of plans showed the need for an additional door and other features to provide security for the kitchen and other facilities. (Ref. COP 3-R4, COP 25-R1, COP 29-R1(1&3)) Approved by Jerry Acheson.
- B. Review of the plans for the kitchen facilities showed the need for several plumbing changes, relocation of various fixtures, change in the range specifications, and the addition of an access ladder for maintenance, and installation of a coiled security door for kitchen pass-through. (Ref COP 9-R1, COP 29-R1(2), COP 32) Approved by Jerry Acheson
- C. Installation of a number of items to comply with ADA requirements, installation of coir erosion mat in parking lot swale, inclusion of electrical power for AV projector & screen, and modifications required to comply with code for fire alarm equipment. (Ref COP 22, COP 26-R2, COP 31, COP 33, COP 34) Approved by Jerry Acheson.
- D. Interior office layout was changed to include room for a copier and to provide functional workspace for two staff members. (Ref COP 21) Approved by Jerry Acheson.

Continued on page 2 of 2.

The amount of the contract will be (~~decreased~~) (increased) by the sum of: Forty Two Thousand One Hundred Sixty and 59/100 dollars (\$42,160.59).

The contract total (including tax) including this and previous change orders will be: One million eight hundred eighty six thousand one hundred forty three and 78/100 dollars (\$ 1,886,143.78).

The contract period provided for completion will be (~~increased~~) (~~decreased~~) (unchanged): 210 calendar days.

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

Requested	_____	_____
	Engineering Manager	Date
Recommended	_____	_____
	Project Manager	Date
Accepted	_____	_____
	Contractor	Date
Approved	_____	_____
	Mayor	Date



City of Camas  
Contract Change Order

Order No. 1 Date December 2, 2013  
Contract for WS-720A STEP/STEF Tank Pumping Project  
To AAA Septic Service, LLC  
(Contractor)

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

Description of Changes (Supplemental Plans and Specifications Attached)	Decrease in Contract Price	Increase in Contract Price
-----		
A. Change in the dumping location (Unit Cost = \$43.00 per tank x 52 tanks remaining on the project)		\$2,236.00
	Subtotal	\$2,236.00
	8.4% Sales Tax	\$ 187.82
	<b>Net Change in Contract Price:</b>	<b>\$ 2,423.82</b>

NOTE: A) Includes labor and equipment hours to haul pumped materials to a new dumping location at the City of Camas Wastewater Treatment Facility. This location requires further haul distance, and longer time to discharge the tank contents. This change in the contract is being done at the request of Wastewater Treatment Staff.

The amount of the contract will be **increased** by the sum of: Two Thousand Four Hundred Twenty Three and 82/100 Dollars (\$2,423.82)

The contract total, including the original contract total, this and previous change orders will be **increased** to Fifty Four Thousand Three Hundred Ninety One and 59/100 Dollars (\$54,391.59)

The contract period provided for completion will be (increased) (decreased) (**unchanged**): 0 days

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

Requested	_____	_____
	Project Manager	Date
Recommended	_____	_____
	Public Works Director	Date
Accepted	_____	_____
	Contractor	Date
Approved	_____	_____
	Mayor	Date



## PACIFIC groundwater GROUP

October 24, 2013

City of Camas  
616 NE Fourth Avenue  
Camas, WA 98607

Attn: Mr. Eric Levison

Re: Hydrogeologic Support Services for 2013/2014

Dear Eric:

This letter provides our recommended scope of services to assist the City of Camas with additional water rights procurement on Boulder Creek and negotiation with the Department of Ecology on a new monitoring plan for the lower Washougal River wellfield supply system.

### SCOPE OF WORK

#### **Task 1 - Secure Additional Water Right Authorization for Boulder Creek**

The City needs additional water to help prepare filter media at their proposed Boulder Creek surface water treatment plant (SWTP) prior to bringing the system online each November 1<sup>st</sup>; however the water rights – as currently configured allow for diversion from Boulder/Jones Creeks from the period between November 1 and May 15. According we will have to work with the Department of Ecology to secure a new water right authorization to begin the diversions in October.

The water would be applied to the slow sand filters at the new Camas SWTP that will be constructed near Lessard and Winter Roads. Water would be obtained from the existing Boulder Creek diversion and returned to Boulder Creek just downstream of the SWTP. The diversion would be largely non-consumptive, with the exception of a 1.75 mile bypass reach and minor evaporative losses.

We propose to assist the City with their water right permitting process by performing the following tasks:

1. Review engineering and operational data and identify feasible options that result in minimal water diversions.
2. Review fisheries and habitat information for the bypass reach above and below the diversion (PGG internal review).

3. Evaluate current flow conditions and develop a regulatory mechanism that would limit risks to instream flows in Boulder Creek
4. Consult with the Department of Fish and Wildlife (WDFW) and WRIA 27/28 Watershed Planning Group as needed to educate them and gain support.
5. File an application for new water right with supporting information
6. Work with Ecology to secure temporary authorization to use the water during the pendency of the new permit
7. Explore with Ecology alternate permitting mechanisms (Cost Reimbursement, etc)

At this time, we believe that we can convince Ecology and the WDFW that the low volumes of diversion required for this project will not require detailed habitat and fishery investigations. In the event that such investigations are needed, we would recommend that the work be completed by Cramer Fish Sciences of Portland Oregon. Cramer has provided a preliminary scope of services to complete this work, however, we will await final input from the regulatory agencies prior to proceeding with final scoping of these efforts (if needed).

## **Task 2 - Negotiate Revised Monitoring Plan for City's Water Right Permit**

The four new groundwater right permits held by the City include the following provision:

*The City of Camas shall develop a monitoring plan that includes the following:*

- a.) Monitor water levels in existing wells (TW-C and Well 4) and three new monitoring wells. The new monitoring wells must be installed as a cluster in the lower Washougal River in general proximity to Georgia Pacific wellfield (where the largest drawdown occurs in the area). Two wells must be completed in the lower permeability streambed unit that lies beneath the river, and the third well must be completed in the more permeable PAA aquifer. All water levels must be measured to the nearest tenth of a foot, on an hourly basis during baseflow periods. New monitoring wells must be accurately located within 10 feet horizontally and 0.1 foot vertically. All monitoring wells must be constructed according to WAC 173-160-400.*
- b.) The City shall install a continuous river stage monitoring station in vicinity of the new monitoring wells. The monitoring station must include a staff gage which is accurately located within 10 feet horizontally and 0.1 foot vertically. Stage readings shall also be recorded on an hourly basis.*
- c.) Aquifer tests on the new Camas production wells must coincide with summer/fall low-flow periods and include seepage surveys during testing events. New supply wells must be accurately located within 10 feet horizontally and 0.1 foot vertically.*
- d.) The City shall submit water level data from their monitoring network for the previous year by January 31 to the Department of Ecology. Data shall be provided in a digital format along with a two page summary attached. A more thorough monitoring report must be provided after 5 years from*

*the date of issuance of this water right or when this permit is perfected (whichever comes first), to further evaluate the effects of pumping on the Washougal River.*

This proviso obligates the City to maintain a permanent monitoring program with annual data reporting requirements. We propose to work with Ecology to negotiate a new monitoring plan that is less onerous for the City and ultimately more useful for Ecology.

We propose to perform the following tasks:

1. Develop a new monitoring plan that eliminates future monitoring at the three new monitoring well sites. This will reduce monitoring to TW-C, Well 4, and the Washougal River which provide useful information for managing the City's wellfield resources
2. Propose a new reporting format that provides water level and stream flow reporting be submitted in five year cycles (instead of annual) with a firm "sunset" date to discontinue data submittal.
3. Continue monitoring and preparation of summary reports while negotiating new plan.
4. Request extensions of the development schedule as needed – we note that construction was to have been completed on several of the wells in 2015 and the City will likely need a longer time line in which to complete installation of new wells at Parkers Landing and the City's treatment plant.

### **Task 3- Management and Meetings**

PGG's Project Manager will prepare and document invoices, manage staff resources and the project schedule, and communicate with City representatives regarding project logistics, schedule, and technical issues as the project unfolds. We have assumed that there may be some limited meeting time to address permitting/regulatory strategies.

### **PROJECT COST ESTIMATE**

PGG estimates that the costs associated with the proposed scope of work will be **\$16,320.00**, including expenses. Cost estimate details are provided in Table 1, attached. Our cost estimate is based on a two year monitoring effort and includes subcontract costs for River Measurements to maintain the existing Washougal River gage and Cramer Fish Sciences to complete limited habitat and fisheries studies of the Boulder Creek bypass reach.

Our costs will be invoiced monthly on a time-and-materials basis. In the event that unexpected information is encountered that appears to require additional work, PGG will bring them to your attention and seek your approval for any added expenditures. Our professional services will be performed, our findings obtained, and our reports prepared in accordance with generally accepted hydrogeologic practices. This warranty is in lieu of all other warranties, either express or implied.

Please call if you should have any questions concerning the enclosed information.

Sincerely,

**Pacific Groundwater Group**

A handwritten signature in black ink that reads "Dan Matlock". The signature is written in a cursive style with a large initial "D" and a stylized "M".

**Dan Matlock**

Principal Hydrogeologist

**Table 1. Estimated Cost for Hydrogeologic Support Services, 2013/2014**

**City of Camas**

Prepared October 2013

	Permitting		Other		Total Labor	Direct Cost (Item)	Direct Cost	Subcontractor **		Task Cost
	Principal \$130 /hr	Specialist \$120 /hr	Technical \$110 /hr	Support \$60 /hr				Fisheries & Habitat	Stream Gaging	
<b>Task 1 - Secure Additional Water Rights Authorization for Boulder Creek</b>										<b>\$6,160</b>
Review engineering and operations data	2	1			\$420					
Assess fisheries and habitat information	4	1			\$720					
Evaluate flow information and regulatory options	2	4			\$780					
Consult with WDFW and WRJA Planning Unit	2	8			\$1,260	travel	\$150			
File water right application	1	8		2	\$1,330					
Acquire temporary permit	1	6			\$870					
Explore alternative permitting approaches with Ecology	1	4			\$630					
<b>Task 2 - Negotiate Revised Monitoring Plan for City's Water Right Permits</b>										<b>\$8,420</b>
Develop new monitoring plan	4	4			\$1,080					
Develop new construction schedule	1	4			\$630					
Continue well and river gage monitoring for 2 years	24			1	\$3,710	travel, batteries, per diem	\$500		\$2,500	
<b>Task 3 - Project Management and Meetings</b>	10			4	\$1,740					<b>\$1,740</b>
<b>Hours Estimate</b>	52	40	3	4						
<b>Dollars Estimate</b>	\$7,800	\$4,800	\$330	\$240	\$13,170		\$650		\$2,500	
<b>ESTIMATED TOTAL COST</b>										<b>\$16,320</b>

**Notes**

\*Includes 10% mark up on direct costs

\*\* Includes costs for West Consultants for stream gaging assistance. Subcontractor costs for Cramer Fish Sciences have not been included since detailed fisheries & habitat investigations may not be needed. In the event that detailed fisheries & habitat work is needed, Cramer Fish Sciences has estimated that these services would run about \$18,500.

Return Address:

City of Camas  
PO Box 1055  
Camas WA 98607

**DRAFT**

Grantor :	Lennar Northwest, Inc.
Grantee:	City of Camas
Abbreviated Legal:	Sec 8 T1N R3E WM
Assessors Tax Parcel No's :	125648000, 125647000, 125636000, and 125601000
Prior Excess Tax No.:	N/A
Other Reference No(s).:	N/A

### AGREEMENT

An AGREEMENT made this day by and between the CITY OF CAMAS, a municipal corporation of the State of Washington, hereinafter referred to as "City", and Lennar Northwest, Inc., a Delaware corporation, hereinafter referred to as "Developer". Each of City and the Developer is hereinafter referred to as a "Party" and collectively as the "Parties."

### RECITALS

1. Developer is engaged in the process of subdividing certain real property located in the City of Camas into residential lots, which subdivision is known as Breckenridge, approved by City File Number SUB 06-08 for Clark County parcel numbers 125648000, 125647000, 125636000, and 125601000, and more particularly described on Exhibit A attached hereto.
2. As part of said development, Developer is required to construct certain street, sewer, and water improvements.
3. The preliminary plat approval issued by the City contains a condition (#30) requiring applicant to provide a capacity analysis of the existing Grand Ridge sanitary pump station that identifies any required mitigation measures that may be required and design sanitary sewer system improvements acceptable to the City prior to final engineering plan approval.
4. City and Developer have agreed that Developer will replace the existing Grand Ridge sanitary pump as set forth herein in exchange for City's payment to Developer of the additional costs incurred as a result of such improvements.

In consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. IMPROVEMENTS: Developer shall design and construct the replacement sanitary pump for the existing Grand Ridge sanitary pump station. Such construction shall be provided in accordance with Pump Station Upgrade, by Olson Engineering, Inc., dated November 11, 2013, attached hereto as Exhibit "B" and incorporated by reference (the "Improvements").

Section 2. INSTALLATION: Developer shall be responsible for furnishing all materials, labor, and equipment as may be necessary to install the Improvements. All work shall be accomplished in accordance with City's normal standards and requirements. Inspections and final approval shall be by City. Developer will obtain final approval for the Improvements prior to the City granting final acceptance of the Breckenridge Improvements.

Section 3. BOND: In the event that the Improvements are not completed prior to final plat approval of Breckenridge, Developer shall post a performance bond or bonds or such other financial guarantee as may be satisfactory to City for the installation of the Improvements. Such bond or other financial guarantee shall be in such form and amount as is customarily required by City for similar projects.

Section 4. COST: Developer shall pay all material, labor, equipment, and other costs associated with the installation of and engineering, surveying, and geotechnical costs required for said Improvements.

Section 5. REIMBURSEMENT BY CITY: For such design and construction, Lennar shall contribute \$7,500 of the overall costs, and the City shall pay Lennar for the difference in the overall costs (the "Actual Reimbursement Cost"). Based on the engineer's estimate, attached and incorporated as Exhibit "C", the overall cost is projected to be \$85,000.00, which is an estimate only, but the Actual Reimbursement Cost shall not exceed five percent (5%) of such estimate.

Section 6. PAYMENT BY CITY: Developer shall submit to City an invoice for the Actual Reimbursement Cost after completion of the Improvements. City shall pay the Actual Reimbursement Cost to Developer within thirty (30) days after receipt of the invoice for the Actual Reimbursement Cost.

#### Section 7. MISCELLANEOUS

7.1 Assignability of Agreement. Upon consent of the other Party, this Agreement shall be fully assignable, in whole or in part, by either Party and shall bind and inure to the benefit of the Parties and their respective successors and assigns.

#### 7.2 Defaults.

7.2.1 A breach of a material provision of this Agreement, whether by action or inaction of a Party which continues and is not remedied within thirty (30)

# DRAFT

days after the other Party has given written notice specifying the breach shall constitute a default by a Party. If the breach is of such a nature that it cannot reasonably be cured within such thirty-day period, the cure period shall be extended to such amount of time as is reasonable but only if the breaching Party promptly commences, and thereafter diligently prosecutes, such cure.

- 7.2.2 The exercise by either Party of any one or more of such remedies available to it shall not preclude the exercise by it, at the same or different time, of any other such remedy for the same default or breach or of any of its remedies for any other default or breach by the other Party, including, without limitation, the right to compel specific performance.
- 7.3 Waivers. No covenant, term or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing signed by the Party charged with such waiver. Any waiver of any provision of this Agreement, or any right or remedy, given on any one or more occasions shall not be deemed a waiver with respect to any other occasion.
- 7.4 Entire Agreement/Modifications. This Agreement constitutes the entire agreement between and among the Parties with respect to the subject matter herein contained and all prior negotiations, discussions, writings and agreements between the Parties with respect to the subject matter herein contained are superseded and of no further force and effect. This Agreement cannot be amended or modified without a writing signed by all of the Parties hereto.
- 7.5 Captions. The captions contained in this Agreement were inserted for the convenience of reference only. They do not in any manner define, limit, or describe the provisions of this Agreement or the intentions of the Parties.
- 7.6 Gender/Singular/Plural. Whenever masculine, feminine, neutral, singular, plural, conjunctive, or disjunctive terms are used in this Agreement, they shall be construed to read in whatever form is appropriate to make this Agreement applicable to all the Parties and all circumstances, except where the context of this Agreement clearly dictates otherwise.
- 7.7 Severability. If any term or provision of this Agreement or the application thereof to any circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to persons other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.



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7.9 Counterparts and Effective Date. This Agreement shall not be effective until the time of full execution by all parties hereto. This Agreement may be executed by facsimile copy and in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(Signatures on following page)

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BRECKENRIDGE AGREEMENT v5 111913

Page 5

CITY OF CAMAS

By: \_\_\_\_\_ DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
Scott Higgins, Mayor

STATE OF WASHINGTON )  
 )  
COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

LENNAR NORTHWEST, INC.,  
a Delaware corporation

\_\_\_\_\_ DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.  
Ryan M. Selby  
Vice President

STATE OF WASHINGTON )  
 )  
COUNTY OF CLARK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed for the purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_.

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## Exhibit A

### PARCEL I

A parcel of property in the Joel Knight Donation Land Claim located in the West half of the Northeast quarter and the East half of the Northwest quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of Section 8;

THENCE South 89°29'34" East along the North line of said Northeast quarter 419.94 feet to that Agreed Boundary Line as described in that Agreement to Fix location of Common Boundary Line between Allen Hanna, et al, and recorded under Auditor's File No. 9005180226, records of Clark County;

THENCE South 01°25'41" West along said Agreed Boundary Line 473.79 feet;

THENCE South 02°17'44" West along said Agreed Boundary Line 254.90 feet to the Easterly extension of the North line of that parcel of property described as Parcel I and conveyed to Allen and Marla Hanna by deed recorded under Auditor's File No. 8801060092, records of Clark County;

THENCE North 89°28'36" West along said Easterly extension and along the North line of said Hanna parcel 335.25 feet to the Northwest corner thereof;

THENCE South 04°25'19" West along the West line of said Hanna parcel 9.25 feet to the Northeast corner of that parcel of property conveyed to Sanny and Nadine Huey by deed recorded under Auditor's File No. 9211130011, records of Clark County and the TRUE POINT OF BEGINNING;

THENCE South 04°25'19" West along the East line of said Huey parcel and the Southerly extension thereof 740.85 feet to the North line of Grand Ridge Phase IV, a subdivision recorded in Book 311 at Page 367, Clark County records;

THENCE North 87°17'04" West along said North line 292.48 feet to the West line of said Knight Donation Land Claim;

THENCE North 04°25'19" East along said West line 729.48 feet to the Northwest corner of said Huey parcel;

THENCE South 89°30'25" East along the North line of said Huey parcel 293.04 feet to the TRUE POINT OF BEGINNING.

### PARCEL II

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BRECKENRIDGE AGREEMENT v5 111913

Page 7

A parcel of property in the Joel Knight Donation Land Claim located in the West half of the Northeast quarter of Section 8, Township 1 North, Range 3 East of the Willamette Meridian in the City of Camas, Clark County, Washington, described as follows:

COMMENCING at the Northwest corner of the Northeast quarter of said Section 8;

THENCE South 89°29'34" East along the North line of said Northeast quarter 419.94 feet to the Agreed Boundary Line as described in that Agreement to Fix Location of Common Boundary Line between Allen Hanna et al, and recorded under Auditor's File No. 9005180226, records of Clark County;

THENCE South 01°25'41" West along said Agreed Boundary Line 473.79 feet;

THENCE South 02°17'44" West along said Agreed Boundary Line 254.90 feet to the Easterly extension of First American Title

Form No. 1068-2 Commitment No.: 4283-2032808 ALTA Plain Language Commitment Page 4 of 11

the North line of that parcel of property described as Parcel I and conveyed to Allen and Marla Hanna by deed recorded under Auditor's File No. 8801060092, records of Clark County and the TRUE POINT OF BEGINNING;

THENCE South 02°17'44" West along said Agreed Boundary Line 283.73 feet; THENCE South 01°49'08" West along said Agreed Boundary Line 380.47 feet;

THENCE South 01°49'08" West along the Southerly extension of said Agreed Boundary Line 71.52 feet to the most Northerly Northwest corner of Lot 25 of Grand Ridge Phase I as recorded in Book 310 of Plats at Page 590, records of Clark County;

THENCE South 01°49'08" West along the West line of said Lot 25 a distance of 26.94 feet to an interior angle point in said Lot 25;

THENCE North 87°17'04" West along the North line of said Plat of Grand Ridge Phase 1 and the North line of the Plat of Grand Ridge Phase IV as recorded in Book 311 of Plats at Page 367, records of Clark County, 366.91 feet to the Southerly extension of the West line of Parcel V as conveyed to Alan and Marla Hanna by said deed recorded under Auditor's File No. 8801060092, Clark County records;

THENCE North 04°25'19" East along said Southerly extension, and along the West lines of Parcel V, II and I of said Hanna tract 750.10 feet to the Northwest corner of said Parcel I;

THENCE South 89°28'36" East along the North line of said Parcel I a distance of 335.25 feet to the TRUE POINT OF BEGINNING.

## Exhibit B

## Pump Station Upgrade - Scope

November 11, 2013

The scope of the proposed Grand Ridge Pump Station Improvements is as follows:

- Replace existing 11 HP pumps with Flygt NP3153.095SH Submersible Pumps with 17 HP, 460V, 3PH FM Motors. (2 Pumps)
- Replace existing guiderails, discharge elbows and vertical discharge lines. Discharge lines to be stainless steel. (2 Guiderail Systems)
- Install temporary bypass system to collect effluent from upstream cleanout and discharge to force main downstream of pump station.
- Pump down pump station and dispose of effluent at an approved dump site.
- Provide and install two (2) size 2 motor starters and breakers to fit.
- Run new wiring to line side of breakers and motor starters.
- Disconnect existing motor leads and connect new leads to existing 60A pin and sleeves.
- Provide and install control wiring to allow only one (1) pump to run at a time using the high alarm from the pit floats.
- Analysis of existing and proposed pump station systems by Olson Engineering with development of associated report.
- Coordination of pre-design, bidding and construction.
- Pump Installer to test new pumps prior to transfer to City.
- Electrical Contractor to test all new systems prior to transfer to City.

The scope does not include:

- Any upgrades to the level sensors within wet well.
- Any upgrades to odor control systems.
- Any upgrades or modifications to control panel other than identified within the above scope.
- Modifications to be made to any of the other existing systems or structures.
- City permits and/or inspection fees required.
- No warranty on any existing materials and equipment to remain.

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Exhibit C

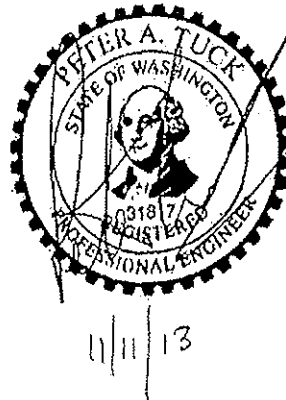
Pump Station Upgrade - Engineer's Estimate

Cost of the above work will be:

Pumps, Rails, Discharge Elbows, SS piping, Misc Accessories -	\$38,475 (Whitney Equipment Co. Inc.)
Tax Estimate on Pumps and Accessories -	\$3,232
Installation of Pumps, Rails and Piping, Wet Well Pumping and Bypass System, including tax -	\$11,816 (Phoenix Excavating)
Additional Day of work if needed -	\$5,000
Modifications to Electrical System, including tax -	\$4,824 (Prairie Electric)
Analysis of existing and proposed system, coordination, construction administration, including tax -	\$8,672 (Olson Engineering, Inc.)
Sub-total -	\$72,019
15% Contingency -	\$10,803
Total Cost of Project -	\$82,822
Therefore, Estimated Engineers Estimate -	\$85,000

Attachments:

- Proposal from Whitney Equipment Co. Inc.
- Proposal from Phoenix Excavating
- Proposal from Prairie Electric
- Proposal from Olson Engineering Inc.



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## Whitney Equipment Company Inc

**Manufactures' Representative**

7017 NE Hwy 99, S-118  
Vancouver, WA 98665  
Phone 360-694-9175 Fax 360-695-2389

Name: Peter Tuck  
Company: Olson Engineering

Email: [peter@olsonengr.com](mailto:peter@olsonengr.com)  
Phone: -  
Re: Camas - Grandridge PS Expansion

## Quotation

DATE: 09/10/2013

Quote#:  
19032

Quotation valid for 30 days  
Prepared by: Jason Morse  
Phone: 360-694-9175  
FAX: 360-695-2389  
[jmorse@wec.com](mailto:jmorse@wec.com)

## Comments or Special Instructions:

This quote does not include installation, electrical, or any other products and services not specifically listed. All conduits, anchors, piping, fasteners, and interconnection supplied by others.

[illegible]

Please make purchase orders out to: Whitney Equipment Company Inc.

Freight: Included - FOB Factory, Prepaid and Add  
Terms: Net 30 days & per attached terms and conditions.

Lead Time: 8-10 weeks ARO  
Sales and/or use tax not included

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Water & Wastewater

## FP/NP-3153

### Lift Station Dimensions

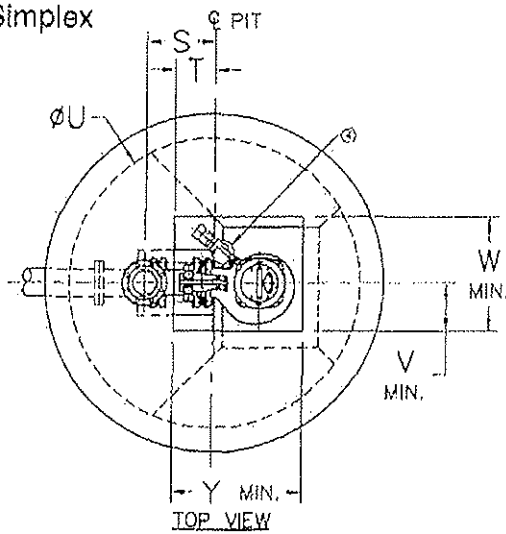
Issued: 2/09

Supersedes: 2/08

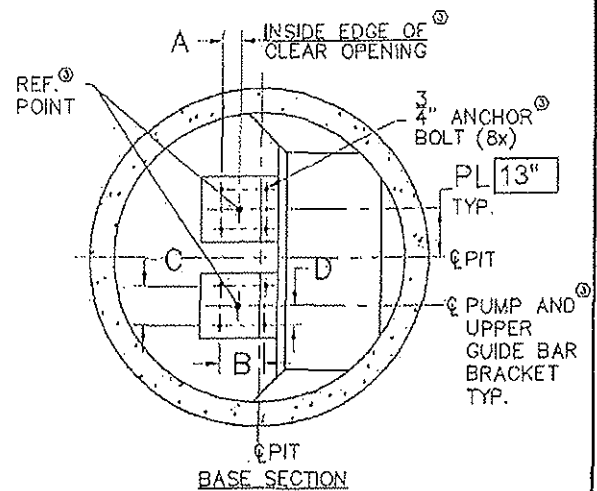
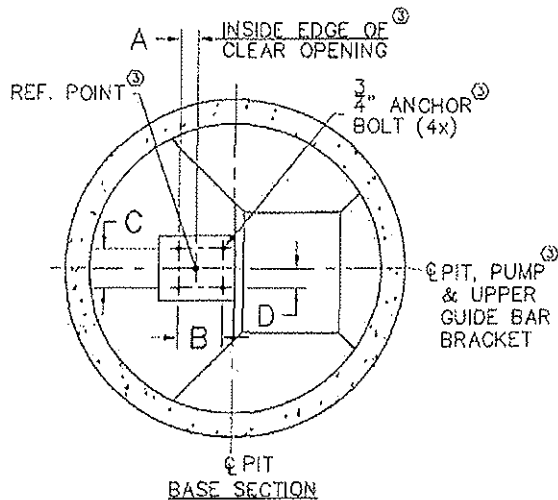
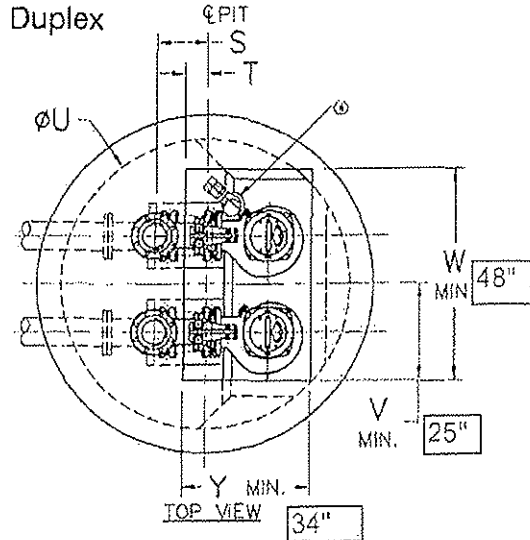
#### NOTES:

1. CONFIGURATION AND DIMS. SHOWN ARE SUGGESTED REQUIREMENTS ONLY. ALL DETAILS, INCLUDING SIZING OF PIT, TYPE, LOCATION AND ARRANGEMENT OF VALVES AND PIPING, ETC. ARE TO BE SPECIFIED BY THE CONSULTING ENGINEER AND ARE SUBJECT TO THEIR APPROVAL.
2. REFERENCE GENERIC DUPLEX LIFT STATION LAYOUT FOR ELEVATION VIEW.
3. LOCATE ANCHOR BOLTS USING INSIDE EDGE OF CLEAR OPENING AND PUMP CENTERLINE AS REFERENCE POINT. BOLT LOCATIONS MUST BE HELD TO MAINTAIN EXACT POSITION OF PUMP TO CLEAR OPENING.
4. ITT FLYGT MIX-FLUSH VALVE.

#### Simplex



#### Duplex

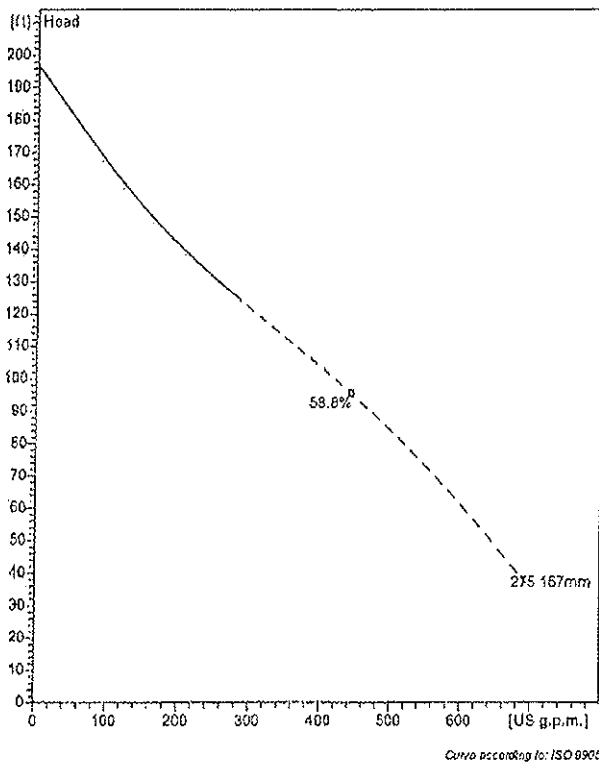


ALL DIMENSIONS ARE IN INCHES

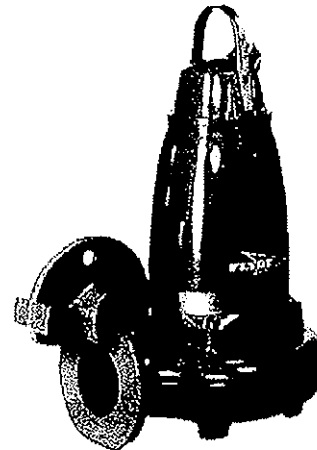
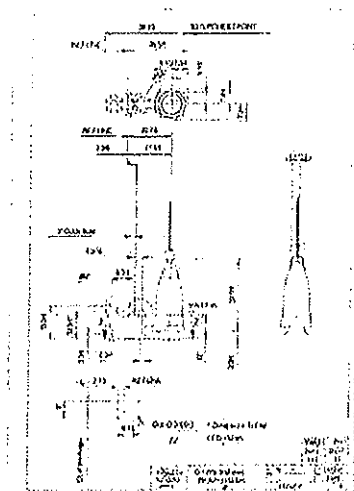
MODEL			NOM. SIZE	VERSION	SIMPLEX										DUPLEX									
					A	B	C	D	S	T	U	V	W	Y	S	T	U	PL	V	W	Y			
FP/NP			3"	SH	24	9 1/2	8	4	21 1/2	15 1/2	72	8	27	29 1/2	18 1/2	12 1/2	72	11	20	49	29 1/2			
FP/NP			4"	SH	27	9 1/2	8	4	19 1/2	13 1/2	72	8	27	29 1/2	16 1/2	10	72	11	20	49	29 1/2			
FP/NP			4"	HT	27	9 1/2	8	4	19 1/2	13 1/2	72	11	27 1/2	30 1/2	16 1/2	10	72	11	22	49 1/2	30 1/2			
FP/NP			6"	MT	48	11	10	5	17 1/2	9 1/2	72	12	28 1/2	32	12 1/2	5 1/2	72	12	24	52 1/2	32			
NP			8"	LT	9 1/2	11	10	5	14 1/2	5 1/2	72	14	30 1/2	35	16 1/2	7 1/2	84	13	27	55 1/2	35			
NP			10"	LT	14 1/2	19 1/2	10	5	23 1/2	13	96	16 1/2	35 1/2	40	16 1/2	6	85	18	34 1/2	71 1/2	40			



**NP 3153 SH 3~ 275**  
Technical specification



Installation: P - Semi permanent, Wet



Note: Picture might not correspond to the current configuration.

**General**  
Patented self-cleaning semi-open channel impeller. Ideal for pumping in most waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

<b>Impeller</b>	
Impeller material	Grey cast iron
Outlet width	3 16/16 inch
Inlet diameter	160 mm
Impeller diameter	167 mm
Number of blades	2
	6 inch
<b>Motor</b>	
Motor #	N3153.1B1 21-18-2FB-W 17hp
Motor variant	1
Frequency	60 Hz
Rated voltage	480 V
Number of poles	2
Phases	3~
Rated power	17 hp
Rated current	19 A
Starting current	141 A
Rated speed	3500 rpm
Power factor	
1/5 Load	0.94
3/4 Load	0.92
1/2 Load	0.88
Efficiency	
1/5 Load	81.0 %
3/4 Load	82.0 %
1/2 Load	82.5 %

**Configuration**

Project

Project ID

Created by

Created on

Last update

2013-03-03

**NP 3153 SH 3~ 275**

**Performance curve**



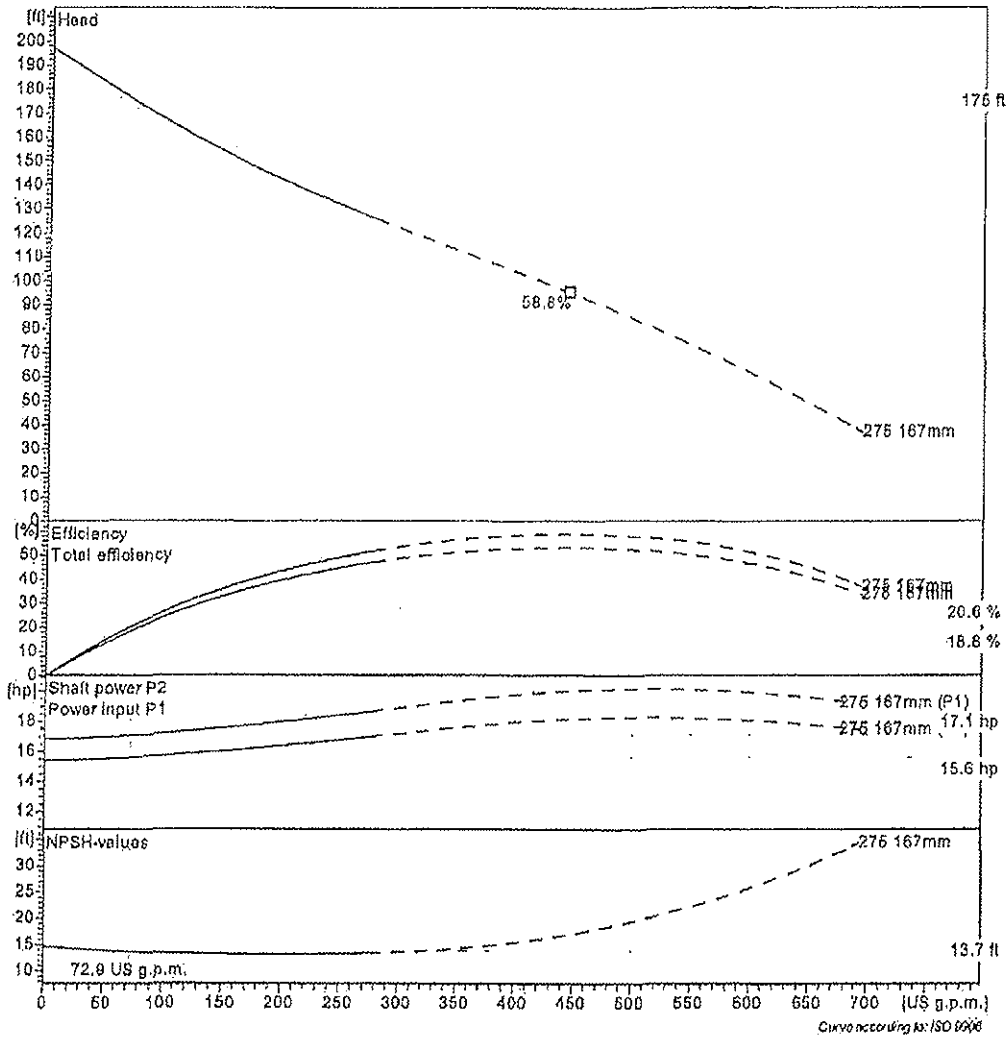
**Pump**

Outlet width 3 15/16 inch  
Inlet diameter 150 mm  
Impeller diameter 6 7/8"  
Number of blades 2  
0 inch

**Motor**

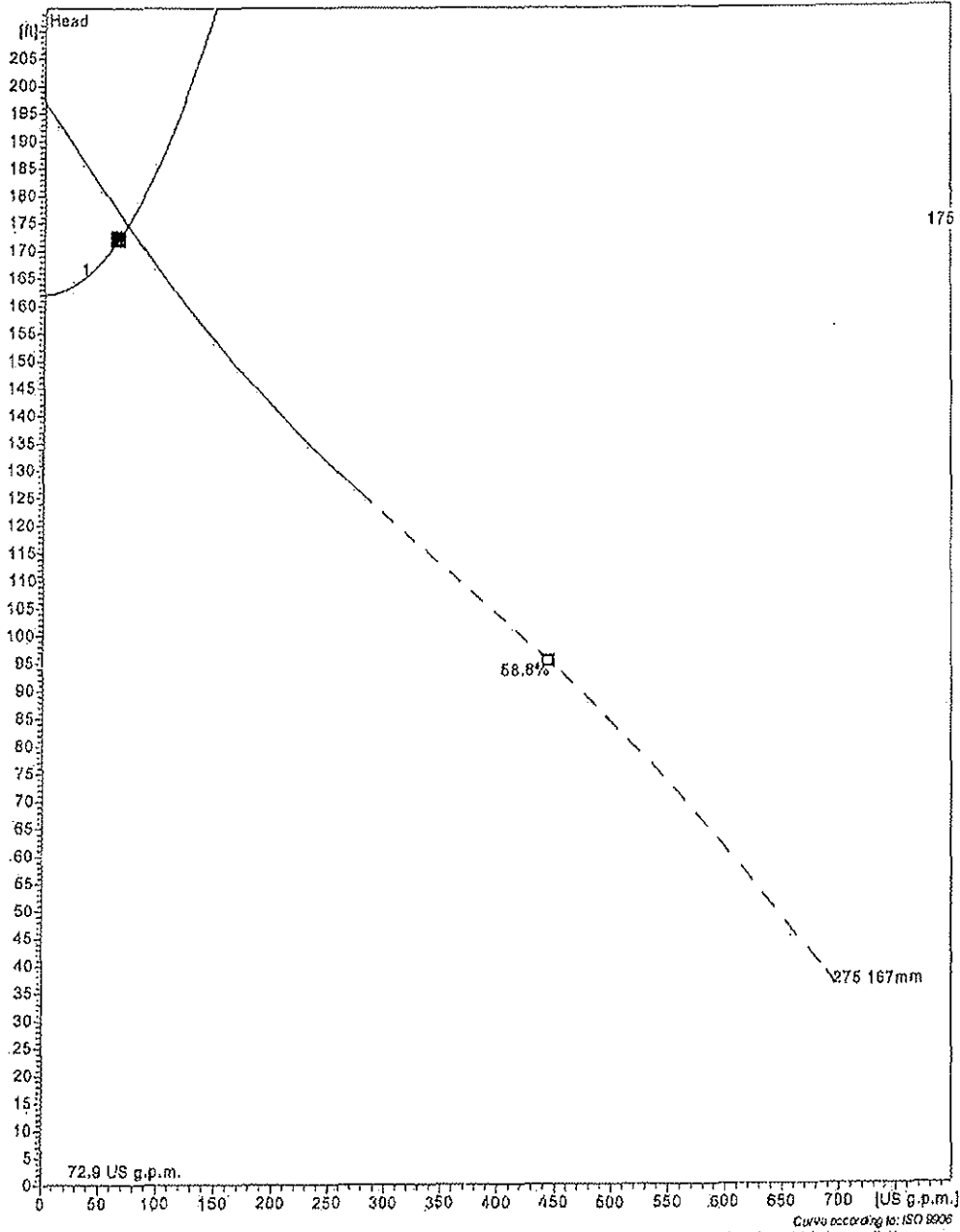
Motor # N3153.181 21-18-2FB-W 17hp  
Stator variant 1  
Frequency 60 Hz  
Rated voltage 480 V  
Number of poles 2  
Phases 3~  
Rated power 17 hp  
Rated current 19 A  
Starting current 141 A  
Rated speed 3500 rpm

Power factor  
1/1 Load 0.94  
3/4 Load 0.92  
1/2 Load 0.88  
Efficiency  
1/1 Load 91.0 %  
3/4 Load 92.0 %  
1/2 Load 92.5 %





**NP 3153 SH 3~ 275**  
**Duty Analysis**



Pumps running /System	Individual pump			Total					NPSH <sub>req</sub>
	Flow	Head	Shaft power	Flow	Head	Shaft power	Hyd. eff.	Specific energy	
1	72.9 US g.p.m.	175 ft	15.6 hp	72.9 US g.p.m.	175 ft	15.6 hp	20.6 %	2910 kWh/US MG	13.7 ft

Project

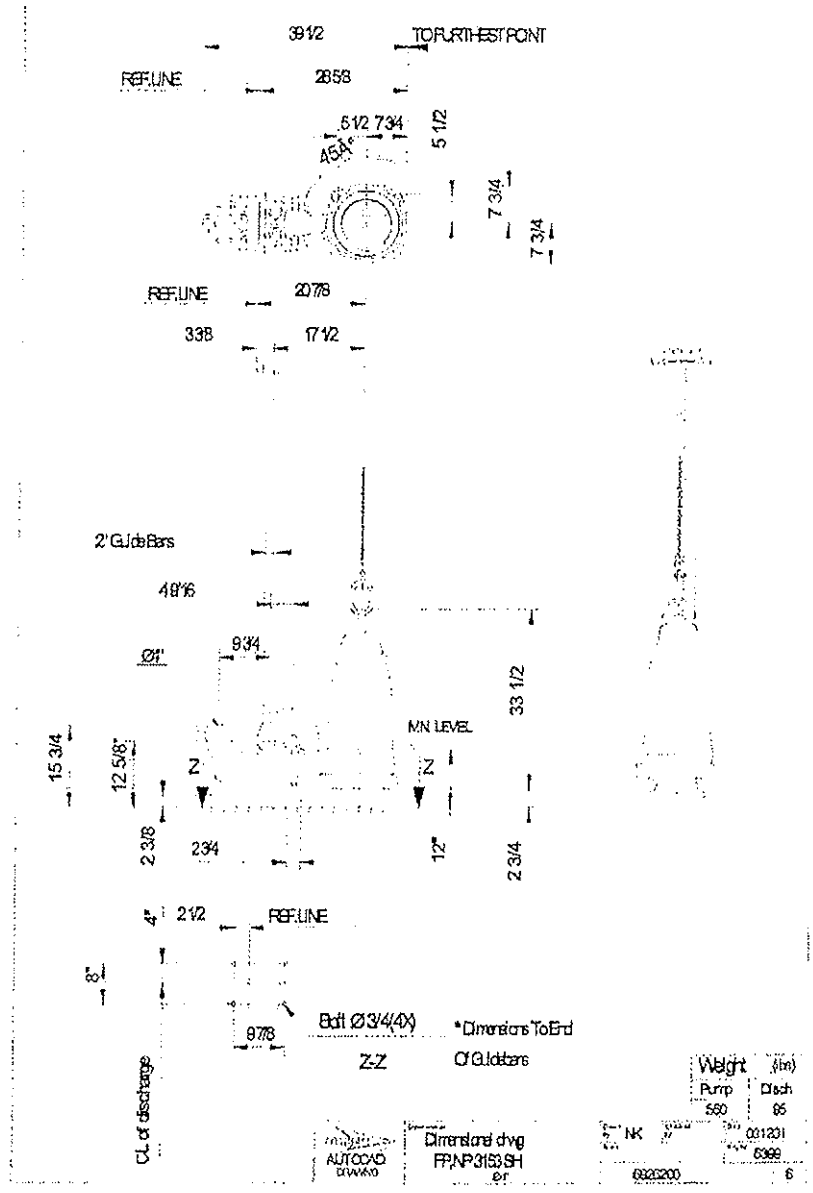
Project ID

Created by

Created on  
2013-05-03

Last update

NP 3153 SH 3~ 275  
Dimensional drawing



Project

Project ID

Created by

Created on  
2013-05-03

Last update

# DRAFT

Phoenix Excavating, Inc.  
PO Box 820028  
Vancouver, WA 98682  
www.PhxExc.com

## Grand Ridge Pump Station Upgrade Proposal



Phone: 360-750-8737  
Fax: 360-750-8749

Proposal: 1415  
Date: 9/25/2013

To:	Project:
Mike Loomis Attn: Mike Loomis 2103 NE 129th St #100 Vancouver, WA 98686	Grand Ridge Pump Station Upgrade SE Grand Ridge Dr. SE Fernridge Dr. Camas, WA 98607

Estimator		
Paul Willocks		

### Scope of Work

Phoenix Excavating, Inc. will provide labor, materials, & supervision to set up temporary bypass system including Backup System (Pump Truck). From SE Grand Ridge Drive, Whisper Pump System will suck from existing cleanout upstream from wet well & hook up & pump into cam lock fitting in valve pit. Phoenix will then hose out & suck dry wet well using a septic truck (& disposal of waste at Sewer Manhole at Forest Home Park). Once wet well is sucked dry, Phoenix will then enter the wet well, remove existing slide rails, & pump discharge lines as necessary. If the discharge lines need to be replaced, as clarified by Olson Engineering, lines will be 4" wide 316 stainless steel & go from the pumps to the flange at the top of the wet well. Phoenix will provide piping for discharge line. After the lines are in place the new slide rails will be replaced. Slide rails & all other misc. materials to be provided by Others.

As discussed at 8/28/13 walk-thru with Olson & City of Camas, City will contact houses pumping into Station to turn off pumps before any Phoenix operations begin.

Estimated duration of work for Phoenix = 1 to 2 working days. Additional work days, if needed, to be billed at \$5,000 each additional day.

Reference	Description	Quantity	UOM	Unit Price	Extended Price
<b>32 Sanitary System: Offsite</b>					
	32,800 Pump Station Upgrade	1.0	LS	10,900.00	10,900.00
	<b>Total 32 Sanitary System: Offsite</b>				<b>10,900.00</b>
<b>90 Sales Tax (8.4%)</b>					
	90,990 Sales Tax (8.4%)	1.0	LS	915.60	915.60
	<b>Total 90 Sales Tax (8.4%)</b>				<b>915.60</b>

# DRAFT

Phoenix Excavating, Inc.  
PO Box 820028  
Vancouver, WA 98682  
www.PhxExc.com

## Grand Ridge Pump Station Upgrade Proposal

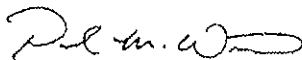


Phone: 360-750-8737  
Fax: 360-750-8749

Proposal: 1415  
Date: 9/25/2013

<b>To:</b> Mike Loomis Attn: Mike Loomis 2103 NE 129th St #100 Vancouver, WA 98686	<b>Project:</b> <b>Grand Ridge Pump Station Upgrade</b> SE Grand Ridge Dr. SE Fernridge Dr. Camas, WA 98607
--	---

<b>Estimator</b>		
Paul Willocks		

  
Paul Willocks

**Proposal Total: 11,815.60**

<b>Acceptance</b>
Accepted by: _____
Title: _____
Date: _____

### Exclusions

#### General Exclusions:

Builder's Risk Insurance, Bond, Engineering, Power, Permits, Inspections, Testing, Fees, Electrical,

#### Specific Exclusions:

All materials other than piping for discharge line. Replacement of Discharge Boot/Base/Gasket. Disposal Fees (as typically not charged by City of Camas). Pump Replacement. 'Slip Type' Fittings (as clarified by Olson via email 9/11/13).

Phoenix Excavating Inc. assumes no liability for changes on quantities or prices due to unforeseen conditions, changes to the bid documents, or changes required by governing agencies. This proposal specifically excludes any subsurface, subterranean or latent physical condition at the site differing from those indicated in the bid documents. This proposal is valid for 30 days. If you have any questions, please don't hesitate to call. I can be reached at the office at (360) 949-5093.

# DRAFT

## PRAIRIElectric™

WA State Contractors Registration Number - PRAIRE1150RZ CCB#: 60178

6000 NE 88<sup>th</sup> Street  
Vancouver, WA 98666  
PH: (360) 573-2750  
FX: (360) 573-9868

### SCOPE LETTER / PROPOSAL

Proposal To:	Olson Engineering	Project Name:	Grandridge Pump Station
Attention:	Peter Tuck	Project Locations:	Camas, WA
Date:	8/1/13	Bid Date:	8/2/13
Fax:		Bid Time:	
Architect:		From:	Cameron Weaver
Elect. Eng.:			Estimator / Project Manager

Prairie Electric is pleased to furnish the following proposal:

**Scope of Work:** Electrical upgrades to upsize pumps at Grandridge Pump Station per specific inclusions.

**Specific Inclusions:**

- 1) Electrical permit
- 2) Provide and install (2) size 2 motor starters and breakers to fit
- 3) Run new wiring to line side of breakers and motor starters
- 4) Disconnect existing motor leads and connect new leads to existing 60A pin and sleeves.
- 5) Provide and install control wiring to allow only 1 pump to run at a time using the high high alarm from the plt floats.
- 6)

**Exclusions:**

- 1) Utility fees of any kind
- 2) Motor soft start capability or any motor controls not listed above
- 3) PLC programming
- 4) Tax
- 5) Temp power / lighting
- 6) Bonding (available at 1.5% of bid amount)
- 7) Generator upgrades

We propose hereby to provide material and labor - complete in accordance with above specifications, for the sum of:

**BASE BID :**

**\$4,450.00**

Electrical work as described above.

Payment to be as follows: Per Contract

Authorizing Signature: \_\_\_\_\_

## Grand Ridge Pump Station Upgrade

### Proposal for Engineering Services.

**DRAFT**

October 4, 2013

#### Scope of Services

The scope of services includes the following:

- Research and obtain as-built and operation information on the Grand Ridge pump Station and complete a draw-down test on each of the existing pumps.
- Analysis of the existing Pump Station to determine system curve of force main, duty points of existing pumps and design flows based on basin areas.
- Analysis of potential basin areas with associated flows.
- Coordination with City of Camas to determine requirements of upgraded pump station.
- Work with electrical and pump station contractors to obtain proposals for the work required to upgrade the Pump Station.
- Development of a final report detailing the analysis of the pump station for both the existing and proposed conditions. Report to include a summary of the proposed improvements needed to upgrade pump station and associated costs.
- Construction administration – This includes coordinating improvements with City Staff, Site visits to address any questions that arise during construction and preparation of as-built documents.

The Cost associated with the above scope is: \$ 8,000



STATE OF WASHINGTON,  
OFFICE OF THE SECRETARY OF STATE,  
WASHINGTON STATE LIBRARY DIVISION,  
AMENDMENT NO. 2  
TO  
INTERGOVERNMENTAL AGREEMENT NO. 4175

This Amendment No. 2 (this "***Amendment***") to that certain Agreement No. IG-4175 (the "***Agreement***") by and between the State of Washington, Office of the Secretary of State, Washington State Library Division ("***OSOS/WSL***") and Camas Public Library (the "***Contractor***" or the "***Library System***").

RECITALS

WHEREAS, the Office of the Chief Information Officer, in carrying out its duty to govern and oversee the K-20 Education Network (the "***K-20 Network***") as authorized by RCW 43.41A.085 - RCW 43.41.105 has enacted a change in the way it charges entities connected to the K-20 Network (the "***New Copay***"); and

WHEREAS, OSOS/WSL has entered into the Agreement and other agreements substantially similar to the Agreement (collectively, the "***Agreements***") with other public libraries to provide internet connectivity and support services (the "***Services***") to the K-20 Network for reimbursement of such Services; and

WHEREAS previous to July 1, 2013 the Office of Financial Management (OFM) billed for circuit cost charges based on actual usage by the quarter and the University of Washington billed for ISP charges quarterly; and

WHEREAS effective July 1, 2013 OFM will bill a flat fee for an entire year ending June 30 for circuit charges while the University of Washington will continue to bill as they have in the past quarterly for ISP charges; and

WHEREAS in order to determine the amount of the New Copay, OSOS/WSL and Library System desire to enter into this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, representations, warranties, covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

- A. **Amendment Effective Date.** The effective date of this Amendment shall be July 1, 2013 (hereinafter referred to as the "***Amendment Effective Date***"). If transport cost change for succeeding years the change shall be agreed to by amendment to this Agreement.
- B. **Amendment to Section 1.1: Timely payment.** Section 1.1 of the Agreement is hereby amended and restated in its entirety as follows (changes *underlined and italicized*):

1.1 **Timely payment:** The OSOS/WSL shall submit invoices as stated in Section 3 Compensation. Payment will be made by the Contractor within thirty (30) calendar days of receipt of the invoice.

C. **Amendment to Section 3: Compensation.** Section 3 of the Agreement is hereby amended and restated in its entirety as follows (changes underlined and italicized):

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed the fees for transport and Internet connectivity charges set forth below. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the rates attached hereto as Exhibit A, Public Libraries Connecting to K-20 Network: Annual Circuit Co-pay, and in accordance with the following terms:

3.1 Transport charges shall be invoiced at the beginning of each year:

3.1.1 Bandwidth: Ten megabit per second (10 Mbps) fiber connection

3.1.2 Service location: 625 NE 4th Ave, Camas, WA 98607

3.1.3 Annual charge (From fee table, Exhibit A): \$2139

3.2 Internet Connectivity shall be invoiced as described herein:

3.2.1 Quarterly charge: Based on actual usage measured at the 95% bandwidth level as collected by the University of Washington / Pacific Northwest Gigapop

3.2.2 The actual charge for Internet connectivity will be based on 95<sup>th</sup> percentile bandwidth usage for the preceding quarterly period.

D. **Amendment to Section 10: Termination.** Section 10 of the Agreement is hereby amended and restated in its entirety as follows (changes underlined and italicized):

"10. **TERMINATION.** Either party may terminate this Agreement upon a one-hundred-eighty (180) calendar day written notice to the other party. If this Agreement is terminated, the parties shall be liable for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The Library System shall be responsible for any early termination fees arising from the cancellation of fiber circuits procured for the sole use of the Library System. The paid annual transport fee shall not be refunded."

E. **Amendment to Exhibit A.** Exhibit A to the Agreement is hereby amended and restated in its entirety as Exhibit A attached hereto.

- F. Terms of Agreement; Conflicting Terms.** Except as expressly modified hereby, all terms, conditions and provisions of the Agreement shall continue in full force and effect. Notwithstanding the foregoing, in the event of any inconsistency or conflict between the Agreement and this Amendment, the terms, conditions and provisions of this Amendment shall govern and control. For the avoidance of doubt, all references to the "Agreement" in the Agreement shall refer to the Agreement, as modified by this Amendment.
- G. Governing Law.** This Amendment is to be construed in accordance with and governed by the internal laws of the State of Washington without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Washington to the rights and duties of the parties. All disputes and controversies arising out of or in connection with this Amendment shall be subject to resolved exclusively by the state courts located in the Thurston County, Washington, and each party hereto agrees to submit to the jurisdiction of said courts and agrees that venue shall lie exclusively with such courts.
- H. Defined Terms.** Capitalized terms used and not defined herein shall have the meanings given to them in the Agreement.
- I. Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their authorized representatives to be effective as of the Amendment Effective Date.

CAMAS PUBLIC LIBRARY

OFFICE OF THE SECRETARY OF STATE

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David Zavortink, Director

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Mark Neary  
Deputy Secretary of State

Approved as to Form:  
Attorney General's Office

Exhibit A

Public Libraries Connecting to K-20 Network  
Annual Circuit Co-pay: July 1, 2013 - June 30, 2014

Library System	July 1, 2013-June 30, 2014
Denny Ashby Public Library	\$1,600
LaConner Public Library	\$1,600
Sedro-Woolley Library System	\$1,600
Upper Skagit Library	\$1,600
Chewelah Public Library	\$1,728
Camas Public Library	\$2,139
Jefferson County Rural Library	\$2,226
Kettle Falls Public Library	\$2,427
Stevens County Rural Library District	\$3,016
Lopez Island Library District	\$3,926
Orcas Island Library District	\$4,715
Asotin County Library	\$6,473
San Juan Island Library	\$7,412
Longview Public Library	\$7,534
Puyallup Public Library	\$8,075
Everett Public Library	\$8,483
North Olympic Library System	\$9,370
Richland Public Library	\$9,736
Fort Vancouver Regional Library	\$13,300
Sno-Isle Libraries	\$17,436

\*\*\*ISP fees are charged at the current commodity price per megabit based on actual ISP usage measured at the 95th percentile.

**REGJIN**

**MASTER**

**IGA**

**MASTER INTERGOVERNMENTAL AGREEMENT FOR THE USER BOARD OF THE  
REGIONAL JUSTICE INFORMATION SYSTEM (RegJIN)  
No. 30003644**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into, pursuant to Oregon Revised Statutes ("ORS") 190.003 to 190.085, and Revised Code of Washington ("RCW") 39.34.030 by and among the City of Portland, an Oregon municipal corporation ("City"), and the Regional Partner Agencies (herein collectively, the "RPA").

**RECITALS**

WHEREAS, the City has acquired a law enforcement Records Management System ("RMS") to maintain a multi-agency, multi-jurisdictional set of law enforcement applications and associated databases; and

WHEREAS, the City and RPA find that a primary objective of the region is to develop a shared common database available in the RMS in order to cooperatively prevent criminal activity, track resource utilization, facilitate rapid and efficient communications, provide immediate and coordinated assistance among agencies for day-to-day, tactical, and strategic operations, improve the ability of law enforcement to prevent and solve criminal activity through shared system functionality and cooperative operations, effectively prosecute criminals, and identify short and long term leveraging opportunities for cost effective infrastructure investments to meet regional requirements; and

WHEREAS, the City and RPA desire to create a User Board to provide input, guidance and strategic direction for the RMS; and

WHEREAS, regionalization and interoperability provides a cost effective and efficient acquisition of the RMS and improvements through economies of scale, coordination and sharing; and

WHEREAS, use of the City's RMS assets with the RPA will increase overall system reliability and reduce duplicative systems while allowing for shared information; and

WHEREAS, creation of this Intergovernmental Agreement for the RMS may also be expanded to include other public safety technologies in the future; and

WHEREAS, the participating jurisdictions now desire to enter into this Agreement, and being fully advised; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants contained herein, it is agreed as follows:

**1. DEFINITIONS:**

The following is a definition of terms used herein:

- A. "Capital Cost" is the estimated and budgeted amount required, including but not limited to, the direct cost for hardware, software, project management, planning, design, engineering, procurement, labor and materials for designing, procuring, installation, testing, commissioning, training, and otherwise implementing the

RMS and its future components. Capital Cost does not include non-City RPA assets, non-City RPA specific applications, data conversion of data not contained in the Portland Police Data System (PPDS), the RPA side of RMS System interfaces, non-City user devices such as computer workstations, mobile computers, desktop and mobile computer operating system software and printers, and non-City network components.

- B. "Days" means calendar days, including weekdays, weekends and holidays, beginning at midnight and ending at midnight twenty-four hours later, unless otherwise specified by the Agreement.
- C. "City/RPA Confidential Information" means any information, in any form or media, including verbal discussions, whether or not marked or identified by the City and/or RPA, which is reasonably described by one or more of the following categories of information: (1) financial, statistical, personnel, human resources data or Personally Identifiable Information as described in the Oregon Consumer Identity Theft Protection Act of 2007; (2) business plans, negotiations, or strategies; (3) unannounced pending or future products, services, designs, projects or internal public relations information; (4) trade secrets, as such term is defined by ORS 192.501(2) and the Uniform Trade Secrets Act ORS 646.461 to 646.475; (5) Exempt per ORS 192.501 and/or ORS 192.502 (6) attorney/client privileged communications, (7) exempt per federal laws (including but not limited to Copyright, HIPPA, Computer Fraud and Abuse Act), (8) criminal history information that is not subject to disclosure based on State of Oregon, State of Washington, or Federal rules and regulations, (9) criminal investigation information, (10) tactical and strategic public safety information, and (11) information relating to or embodied by designs, plans, configurations, specifications, programs, or systems developed for the benefit of the City and/or RPA including without limitation, data and information systems, any software code and related materials licensed or provided to the City by third parties; processes; applications; codes, modifications and enhancements thereto; and any work products produced for the City.

"Confidential Information" includes, but is not limited to, any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential or proprietary at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful or negligent act of the receiving party; is already known to the receiving party without restriction when it is disclosed; is, or subsequently becomes, rightfully and without breach of this Agreement or any other agreement between the Parties or of any applicable protective or similar order, in the receiving party's possession without any obligation restricting disclosure; is independently developed by the receiving party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing party.

- D. "Cost Sharing Formula" is the plan and periodic amendments thereof, adopted by the City based on recommendations by the User Board that apportions User

Fees, capital, operation, maintenance, repair and replacement costs and use of grant funding among the Entry and Inquiry Only RPA. The Cost Sharing Formula is attached as Exhibit A.

- E. "Entry RPA" includes the City of Portland and any authorized agency who enters data into the RMS. Entry RPA may take part in decisions or activities of the User Board in which the Entry RPA has discretion to participate. Entry RPA shall have full voting rights. The City shall be considered an Entry RPA for voting purposes.
- F. "Inquiry Only RPA" is an agency who has access to view the RMS data but does not input any data. Inquiry Only RPA have no voting rights on the User Board.
- G. "Operation and Maintenance Cost" are the budgeted amount required for the operation and maintenance of the RMS which may include, but not be limited to, the direct cost for: license fees, vendor support costs, software and hardware upgrade and/or replacement costs, maintenance, personnel, facilities use and rental costs, and training for the upcoming year. Operating and Maintenance Cost shall be allocated to the Entry and Inquiry Only RPA according to the Cost Sharing Formula.
- H. "Project" shall mean any effort undertaken by the System Manager, as recommended by the User Board, to improve or modify the RegJIN RMS.
- I. "Quorum of the Board" is comprised of fifty (50) percent of the Entry RPA, plus one.
- J. "RPA Asset" shall mean hardware, software, equipment, real property and fixtures, owned or leased by any RPA.
- K. "RPA" shall mean Inquiry Only and Entry Partners
- L. "Records Management System" is the tangible assets and/or Systems acquired or purchased by the City to develop, implement and operate the RegJIN RMS.
- M. "RegJIN RMS" is the law enforcement records management system acquired and implemented by the City of Portland for use by the RPA.
- N. "Strategic Plan" is the plan and periodic amendments thereof, setting forth the vision, strategy and benefits for the RegJIN RMS as recommended by the User Board and approved by the City.
- O. "System Manager" is the individual and his/her designated named backups appointed by the City of Portland to manage and operate the RMS on a daily basis.
- P. "Technology Management Plan" is the plan and periodic amendments thereof, that is recommended by the User Board and approved by the City that provides technical guidance for operation, maintenance, and repair of the RMS.



- Q. "Unanimous Vote" or "Unanimously" means that approval is required by the City and all Entry RPA present at a User Board meeting. A Quorum of the Board is required for all Unanimous Votes.
- R. "Upgrade Plan" is the Plan for upgrading the RMS, and periodic amendments thereof, that is recommended by the User Board and approved by the City, including, but not limited to, detailed technical designs, estimated budget for the capital costs of acquiring, constructing, and deploying the technical design, estimated budget for upgrading the RMS.
- S. "User Board" is the administrative body of the RegJIN User Board.
- T. "User Fees" are fees set by the City for RPA access and use of the RMS and as agreed to between the City and a RPA in a Participating IGA.
- U. "Withdrawal Plan" is a plan providing the manner of complete withdrawal for an RPA, or for an Entry RPA to move to an Inquiry Only RPA.

**2. ESTABLISHMENT OF USER BOARD:**

There is hereby established the RegJIN User Board ("User Board") for the purpose as described below and subject to the terms and conditions herein. The User Board is established to plan and advise the City of Portland in the operation of the RMS, which serves the geographic area encompassed by Clackamas, Columbia, Multnomah, and Washington Counties of Oregon State and Clark County of Washington State (along with future RPA). Thereafter, the RPA may recommend expansion of the System and pursue other services as agreed to by the City and Entry RPA.

**3. STATEMENT OF PURPOSE:**

General

The User Board is formed to create a user based structure for making recommendations to the City regarding the planning, funding, operations, and maintenance of the RMS including, but not limited to, transition planning, User and administrative training procedures, training equipment and facilities, uniform data entry, complying with federal and state reporting requirements, maintaining data integrity, operational efficiencies, physical backup and redundancy, and obtaining and managing additional resources such as grants to support RMS maintenance, enhancement, and extension. The User Board may perform functions, which may include, but are not limited to the following:

- A. Cooperatively develop or review and recommend changes or adoption of a Strategic Plan for maintaining the viability and efficiency of the RMS.
- B. Review and recommend which RMS data and applications will be shared among the City and RPA.
- C. Cooperatively develop or review and recommend changes or adoption of a coordinated long-term plan for capital and operating funding of the RMS, including methods to allocate costs.

- D. Review and recommend changes to established Standard Operating Procedures (SOPs) and technical standards for the operations and business continuity of the RMS.
- E. Review and recommend changes or adoption of the RMS Technology Management Plan.
- F. Review and recommend changes to the operational and maintenance procedures of the RMS for assets owned by the City in a manner that resolves operational interface issues with each RPA's local assets.
- G. Recommend admission of new RPA.
- H. Review and recommend changes to RMS operational and maintenance procedures with the goal of balancing regional requirements against Entry RPA data collection and reporting autonomies.
- I. Apply for grants and other available funding sources to fund RMS enhancements and capability extensions.
- J. Participate in, and recommend process changes to ensure the successful deployment of the RMS and, in the future, RMS extensions and enhancements.
- K. Review and recommend changes of the annual operational budget developed to support and fund the RMS.
- L. Review and recommend Changes to the RMS Cost Sharing Formula.

**4. ADMINISTRATIVE BODY:**

The User Board shall have the duties as provided below.

- A. The User Board, as an advisory group formed to furnish advice to the City of Portland, shall be subject to and comply with the requirements of the Oregon Public Meetings laws.
- B. The User Board shall be composed of one representative appointed by each Entry RPA, which includes one representative appointed by the City. The User Board shall elect a Chair, and Vice-Chair who shall each serve for a two year term. The Chair, or in the Chair's absence the Vice-Chair, shall preside over all User Board meetings.
- C. The Entry RPA, through the Board, shall administer the operation of the User Board. Each Entry RPA and the City shall have one vote. Each Entry RPA shall appoint, at its pleasure, one primary representative, and one alternate representative who may attend all Board meetings. The primary and alternate representatives may jointly participate in all discussions of the User Board; provided however that the vote of the Entry RPA shall be cast only by the primary representative, unless the primary representative is absent, in which event the alternate representative may cast the Entry RPA's vote. No User Board member

may grant proxy voting power to another User Board member from another Entry RPA. A tie vote shall not be sufficient to pass a measure or recommendation.

- D. The Board may meet monthly at the discretion of the Chair, but in no event less than twice per year. It may meet more frequently as determined by the Chair or as requested by any Entry RPA or the City.
- E. A Quorum of the Board is required for the User Board to make any official recommendation or action.
- F. Unless otherwise provided herein, all User Board actions shall require approval by a majority of the Entry RPA present at an official Board meeting.
- G. The User Board Chair shall be responsible for providing notices of public meetings and keeping of minutes in compliance with Oregon Public Records laws. The minutes shall summarize the discussions completed during Board meetings and include all official actions taken by the Board, along with any vote tallies associated with those actions.
- H. The Chair or designee shall represent the User Board at official public meetings as requested by the City or other Entry RPA during which the Chair or designee shall report on the opinion and/or recommendations of the Board regarding specific issues being discussed that are relevant to the Board or RMS. The Chair or designee shall limit their participation in this capacity to reporting on official actions and recommendations taken by the Board.
- I. The User Board shall undertake the following:
  - 1. Review and recommend changes to the Strategic Plan developed by or updated by the City.
  - 2. Review and recommend changes to the Technology Management Plan developed by or updated by the City.
  - 3. Review and recommend changes to the Cost Sharing Formula developed by or updated by the City.
  - 4. Review and recommend changes to the annual objectives and work plans developed by the System Manager.
  - 5. Review and recommend changes to the general policy guidelines and/or Standard Operating Procedures developed by the System Manager for the RMS.
  - 6. Provide oversight and direction regarding User Board operations.
  - 7. Establish committees and appoint committees as needed.
  - 8. Review and comment on all Plans at least once every four years.
  - 9. Makes other recommendations as necessary.

- J. The User Board shall review and make recommendations on the acceptance of any new RPA as outlined in Section 10. Recommendations on acceptance of a new RPA shall be by Unanimous vote.
- K. The User Board, at its first organizational meeting, or as soon thereafter as reasonable, shall adopt rules governing its procedures, and including at a minimum 1) time and place of regular meetings; 2) method and manner of calling special meetings; 3) method, term and manner of election of User Board officers; and 4) establish committees and appoint committee representatives from among the RPA; and 5) any other procedures deemed necessary as outlined in Section 7.

5. **PROJECTS AND FUNDING:**

- A. Funds for Capital Cost of the initial RMS implementation will be contributed by the City. Funds for the Capital Costs of future components of the RMS will be jointly contributed by the City and other RPA based on a recommended allocation formula, taking into account application of grant funding and credit for contributed assets, if any. The RPA agree to request such grant funding whenever possible.
- B. According to adopted Strategic and Cost Sharing Formulas, the User Board may recommend Projects which further improve, expand, enhance and support the RMS, including, but not limited to, acquisition of hardware, software and equipment, upgrades and other steps to improve and extend the RMS.
- C. Entry RPA may propose improvements to the RMS by giving written notice to the User Board, describing the proposed improvement and identifying its benefits. Within 90 days, the User Board shall meet to discuss the proposal and determine if there is interest in pursuing the proposed Project. If so, the User Board shall direct the System Manager to research the proposed Project to determine or confirm any cost and operational impacts and to report back on the findings to the User Board. Subsequent to receiving the System Manager's report, the User Board may hold a vote to recommend whether or not the proposed Project should be undertaken.
- D. Any significant changes to the RMS shall consider the following factors, including but not limited to, sources of funding (City, RPA, available grants and other sources), technical and business impact to the City and RPA, and the recommendation(s) of the User Board. Capital and Operating Costs for such changes shall be allocated among the City, Entry and Inquiry RPA as determined by the Cost Sharing Formula and incorporated into each RPA's Participating IGA as part of the User Fees.
- E. Each RPA agrees to inform the User Board of potential grant sources and thereupon the User Board shall determine if the User Board should pursue that source. If the User Board declines to pursue that source, then the individual RPA may seek those grant funds on its own and, if successful, may choose to apply

the grant funds for the benefit of the User Board or to its local match or share if it is an allowable use of grant proceeds.

- F. Any increase in either A, B, C and/or D above may be recommended by the User Board and approved by the City so long as the total cost impact per subsection to all RPA is no greater than 5% per year, and no greater aggregate than 10% per year. Any subsection with a cost impact greater than the 5% or 10%, shall be voted upon by a Quorum of the User Board and approved with a majority vote.

**6. USER BOARD MANAGEMENT, OPERATION AND FUNDING:**

- A. The User Board shall make recommendations as to the best method for the administration, management, and operation of the RMS. The User Board shall review and make recommendations on the annual budget prepared by the System Manager for managing and supporting the RMS.
- B. The User Board shall be self-sufficient in its operation. The City and RPA will participate at their own cost, time and expense.

**7. COMMITTEES:**

The User Board may establish committees from time to time as it deems necessary. Generally, the User Board will consider establishment of committees in the following areas:

- A. Engineering/Technical
- B. Policy
- C. Customer/User
- D. Finance/Budget

When a committee is established by the User Board, the City and each Entry RPA is entitled to have one voting representative on the committee. The Chair may limit these committees to an appropriate size for conducting its business. The Chair will recommend a procedure for limiting the size of the committees, which will then be approved by the Board. Each committee shall provide advice, counsel, and recommendations to the User Board or the Chair as requested.

The City and each Entry RPA may designate one voting committee member and an alternate. A majority of the voting committee creates a quorum. All decisions require a majority vote of the members in attendance. An alternate RPA committee member may vote if the designated RPA voting member is not present.

**8. CAPITAL CONTRIBUTION, CAPITAL COST DETERMINATION, AND INITIAL RPA RESPONSIBILITY:**

The Cost Sharing Formula shall establish the application of User Board grant proceeds, cost allocation formulas, rates, and appropriate service charges for such services

provided to Entry and Inquiry Only RPA, and for upgrading and maintaining the RMS which will be paid by the RPA. RPA responsibility for such allocations, rates and charges will be incorporated in, or amended to, each RPA's Participating IGA.

**9. PAYMENT:**

- A. Each Entry and Inquiry Only RPA will have an individual Participating IGA with the City that outlines the costs and terms and conditions of their participation in the RegJIN RMS. A Entry RPA's right to participate on the User Board under this Agreement is contingent upon execution of the Participating IGA.
- B. Failure to pay the City as due under the Participating IGA will suspend the Entry RPA's voting rights in the User Board until fully paid.

**10. NEW RPA:**

The User Board shall review and recommend the admitting of new Entry RPAs as part of the RMS. Any recommendations for admitting a new Entry RPA shall require a Unanimous Vote; admitting of any new Inquiry Only RPA shall be at the discretion of the System Manager. The System Manager will make the list of new Inquiry Only RPAs available to the User Board 30 days prior to granting access to the System. Recommendations on the addition of new Inquiry and Entry RPA must consider that the:

- A. The RMS contains highly confidential crime and other data and is reserved for law enforcement applications and will only be open to certified law enforcement agencies.
- B. If a new RPA is added, its addition is subject to the sections of the Cost Sharing Formula that govern the costs allocated to RPA(s) added to the RMS after the initial RMS cutover to operational (live) status.
- C. New RPA shall be bound by the terms and provisions of this Agreement and an individual Participating IGA.

**11. DURATION, WITHDRAWAL AND TERMINATION:**

- A. This Agreement is perpetual and the User Board shall continue from year to year unless otherwise terminated or dissolved by the methods described in this Agreement.
- B. The User Board may be dissolved upon unanimous agreement of all Entry RPA.
- C. Termination of an Entry RPA's Participating IGA shall revoke their participation on the User Board effective immediately.
- D. An Entry RPA that withdraws from the RMS may remove its RPA assets from the RMS including any data entered into the RMS by the withdrawing RPA. All costs associated with the reasonable removal of the withdrawing RPA's assets including costs of removing data entered by the RPA into the RMS will be the responsibility of the withdrawing RPA.

- E. A minimum of 180 days shall be allocated for the System Manager to withdraw an RPA's assets, including the withdrawal of the Entry RPA's data, from the RMS after the date upon which the RPA's withdrawal becomes effective. The withdrawing Entry RPA shall have full access to its assets including its data during the time period required to complete the removal of an Entry RPA's assets from the RMS.
- F. RPA may only withdraw from the RMS on January 1 of each year and must provide a minimum of 180 days written notice of their intention to withdraw.
- G. Notice of an RPA's intention to withdraw must be provided in writing to the User Board Chair. A copy of the withdrawal notice must be provided to the System Manager.

**12. INDEMNIFICATION:**

To the extent permitted by the Constitutions and laws of Oregon and Washington, each Entry RPA shall hold harmless and indemnify the other Entry RPA for the willful or negligent acts, actions or omissions to act of that Entry RPA's respective entity, commissioners, officers, employees, and agents in the performance of their respective responsibilities and duties under this Agreement.

**13. CONFIDENTIALITY:**

- A. Maintenance of Confidentiality. The City and RPA shall treat confidential any Confidential information that has been made known or available to them or that an Entry RPA has received, learned, heard or observed; or to which an RPA has had access. The City and RPAs shall use Confidential information exclusively for the City or RPA's benefit and in furtherance of this Agreement. Except as may be expressly authorized in writing by the City or affected RPA, in no event shall the City or a RPA publish, use, discuss or cause or permit to be disclosed to any other person such Confidential information. The City and RPA shall (1) limit disclosure of the Confidential information to those directors, officers, employees and agents of the City or RPA who need to know the Confidential information, (2) exercise reasonable care with respect to the Confidential Information, at least to the same degree of care as the City or RPA employs with respect to protecting its own proprietary and confidential information, and (3) return immediately to the City or RPA who provided the information, upon its request, all materials containing Confidential Information in whatever form, that are in the City or RPA's possession or custody or under its control. The City and RPA are expressly restricted from and shall not use Confidential intellectual property of the City or providing RPA without the City or that RPA's prior written consent.
- B. The RPA acknowledge that each RPA is subject to the Oregon or Washington Public Records Acts, as applicable, and Federal law. The RPA agree that each RPA will follow the laws of its home state. Third persons may claim that the Confidential Information may be, by virtue of its possession by the City or a RPA, a public record and subject to disclosure. RPA receiving a public records request agrees, consistent with its state public records law, not to disclose any information that includes a written request for confidentiality and as described above and specifically identifies the information to be treated as Confidential.

Specifically, Washington RPA shall abide by RCW 42.56 for cases involving public records contained in the City of Portland owned RegJIN System as outlined in this public safety Regional Intergovernmental Agreement. A RPA's commitments to maintain information confidential under this Agreement are all subject to the constraints of Oregon or Washington and federal laws. Within the limits and discretion allowed by those laws, the City and RPA will maintain the confidentiality of information.

- C. The RPA acknowledge and agree that the City and each RPA owns its own data in the RMS. RMS data can only be disclosed by the agency that entered it. In the event of a public record request for RMS data which belongs to the City or another RPA, the City or receiving RPA shall inform both the requestor and the appropriate agency within two business days that it is not the custodian of record for the requested data and identify the Entry RPA that may be able to comply with the public record request.
- D. The RPA acknowledge that unauthorized disclosure of Confidential Information will result in irreparable harm to the City or providing RPA. In the event of a breach or threatened breach of this Agreement, the City or affected RPA may obtain equitable relief prohibiting the breach, in addition to any other appropriate legal or equitable relief.

**14. WAIVER:**

No waiver or any breach of Agreement shall be held to be a waiver of any other or subsequent breach of this Agreement.

**15. REMEDIES:**

The remedies provided in this Agreement are cumulative, and may be exercised concurrently or separately. The exercise of any one remedy shall not constitute an election of one remedy to the exclusion of any other.

**16. SURVIVAL:**

All obligations relating to confidentiality; indemnification; publicity; representations and warranties; proprietary rights; perpetual licenses, including licensing obligations as stated in this Agreement shall survive the termination or expiration of this Agreement.

**17. NO THIRD PARTY BENEFICIARIES:**

The City and Entry RPA expressly agree that nothing contained in this Agreement shall create any legal right or inure to the benefit of any third party.

**18. ASSIGNMENT:**

The rights and obligations of each party under this Agreement may not be assigned in whole or in part.



**19. NOTICE:**

Notices to the City shall be provided as set forth below in writing and sent by either certified US mail, return receipt requested, or by personal delivery to:

City of Portland  
RegJIN System Manager  
Portland Police Bureau  
1111 SW 2<sup>nd</sup> Avenue, Suite 1156  
City of Portland  
Portland, OR 97204

**20. AMENDMENTS:**

This Agreement may only be changed, modified, or amended by unanimous vote of all Entry RPA.

**21. EFFECTIVE DATE:**

This Agreement shall be effective on July 1, 2012 and continue in perpetuity unless otherwise terminated.

**22. SEVERABILITY:**

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part, shall not affect the remainder of this Agreement.

**23. INTERPRETATION:**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement and according to Oregon and Washington law.

**24. EXECUTION IN COUNTERPARTS:**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute the same agreement.

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User Boards are:

By: Michael R. Rere

Printed Name: Michael Reese

Title : Police Chief

Date of Signing: 10/22/13

10/29/2013  
Office of City Attorney

## **City of Camas**

### **2014 Legislative "Short List" - Draft**

1. **Defer or Reform State Mandates Which the State Won't or Can't Finance. Require Legislative Oversight of Regulations and Rules Issued by Departments of Government -**  
Examples: Stormwater regulations, GMA update, shorelines updates, vehicle conversion, and unreasonable interpretations of mandates such as ADA examples.
2. **Finance Infrastructure Investments -** They create the foundations for prosperity. Proven effective state efforts such as the Public Works Account ("Trust Fund") and the Transportation Improvement Board (TIB) should be extended and their revenue streams should be restored.
3. **State Shared or Authorized Local Revenues -** Restore liquor excise revenues. Preserve existing local revenue authorities. Extend the current Lodging Tax authority. Provide revenue for marijuana taxation to local jurisdictions.
4. **Public Records -** Support AWC in its efforts to "Strengthen public records access by curbing abusive requests."
5. **Support the Washington Tech Cities Coalition's focus on K-12/higher education, transportation infrastructure & competitiveness.**