

MODIFICATION AND CONDITIONAL EXTENSION OF INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013

Whereas, on December 4, 2013 the cities of Camas and Washougal (hereinafter ‘parties’), for the purpose of consolidating delivery of Fire, EMS, and ALS Transport services, entered into that certain Interlocal Agreement for the Formation and Operation of the Camas-Washougal Fire Department (‘Agreement’); and

Whereas, the parties intended through implementation of the Agreement to make possible the most efficient and effective delivery of such services to the cities of Camas and Washougal, effectively provide a framework for future delivery thereof, and to the extent possible realize potential improvements in cost-effectiveness for both cities; and

Whereas, the transition to a consolidated Camas-Washougal Fire Department (‘CWFD’), with the attendant services, timely occurred per the terms of the Agreement, with Camas assuming the role of employer of all City of Washougal Fire Department employees and the designation of the Camas Fire Chief, Fire Marshall, and EMS Chief to fulfill the same roles for the City of Washougal; and

Whereas, the consolidation of services as provided in the Agreement has shown since inception to allow the parties to meet the intended objective is to operate emergency services at the appropriate and required levels of service, all of which the parties agreed upon in Section 6.1 and 6.2 of the Agreement; and

Whereas, as both cities grew over time, with the attendant increase in service calls, maintaining the CWFD levels of service as mandated by the Agreement necessitated revisions to the initial minimum deployment model of the Agreement to avoid a breach by Camas; and

Whereas, the anticipated increase in the staffing profile as required in the estimation of Camas was met by Washougal with a request to forego full participation at the agreed-upon percentage levels given certain budget constraints which resulted in a series of Amendments to the Agreement; and

Whereas, Camas and Washougal engaged in discussions related to the calculation of Washougal's share of Camas-Washougal Fire Department's net expenses (assessment) to be paid by Washougal for the levels of service provided by Camas in 2022 and 2023 and other matters; and

Whereas, pursuant to the original agreement and 2021 Amendment as to the 2022 assessment a true up of all such costs as otherwise due by Washougal is in the sum of \$335,598, which amount per the Agreement would be added to their accounts receivable for 2024; and

Whereas, as to 2023 the assessment was based on the original Agreement 3-part formula for a staffing level of 70 FTE with a total true up amount of \$1,026,205 based on the estimate of the final accounting for the year, with the sum of \$369,553 paid with the final true-up for 2023 occurring after the Camas fiscal year close and any remaining balance, per the Agreement, to be added to Washougal's 2024 billing on a pro-rated basis and timely paid; and

Whereas, Washougal agreed to pay the assessment balance true-up as noted for 2022 prior to December 31, 2023; and

Whereas, Washougal agreed to pay the assessment balance as noted for 2023 prior to December 31, 2023, with the understanding that an extension to the Agreement would be negotiated in January 2024; and

Whereas, Washougal has remitted to Camas on December 15, 2023 payment in full for both the balance of the 2022 assessment true-up and the estimated balance of the 2023 assessment true-up as described above, with any outstanding shared expenses for 2023 to be timely paid through the 2024 accounts receivable once calculated at end of year and presented to Washougal; and

Whereas, payment of the 2022 and 2023 assessment as noted by Washougal will require adoption of an amendment to the Agreement approved by both cities to meet the ILA requirements; and

Whereas, Section 2.2 provides that the initial term of the Agreement expired as of December 31, 2023; and

Whereas, unless terminated pursuant to Section 19 of the Agreement, the term was to be automatically extended from and after January 1, 2024 for an additional period of 10 years; and

Whereas, accordingly Camas and Washougal entered into that certain Amendment approved by the City Council for Camas and the City Manager for Washougal dated December 19, 2023 which included recitals reflecting the agreement between the parties and acted to revise the Agreement in the following respects:

1. Section 2.2 of the Agreement shall be amended to provide as follows:

Section 2.2. The initial term of this Agreement shall expire on January 31, 2024.

2. Section 2.3 of the Agreement shall be deleted.

3. Section 19.2.1 shall be amended to provide as follows:

Section 19.2.1 For the purposes of this Section 19, any notice of termination issued prior to January 31, 2024 shall be deemed provided as of December 31, 2023 and effective as of the last day of the calendar year calculated from such date; and

Whereas, the parties intend through this Modification to address final resolution of payments per the Amendments as noted, establish a new termination date, set forth agreed levels of staffing to meet levels of service to the respective communities, set forth an agreed plan for continuation of consolidated delivery of Fire, EMS and ALS Transport services, provide for express commitments of budget allocations and assurances of payment for the period of this extension, and otherwise provide clarification to certain designated provisions of the Agreement;

Now, therefore, in consideration of the mutual covenants and conditions herein contained, and as pursuant to Section 30.1 of the Agreement, the parties hereto agree as follows:

1. The attached Exhibit A, entitled 'Continuation of Fire Services Assessment' is hereby incorporated by reference which outlines the agreed procedural and substantive terms to allow the continuation of the relationship by and between Camas and Washougal for the provision of Fire, EMS, and ALS Transport services within the respective communities and further provides clarification for certain designated subsections of the Agreement. The timing of designated obligations may be reasonably adjusted as needed by mutual consent, however, the parties bind themselves to place the RFA Plan on the ballot for April 2025 and, if necessary, for November 2025. In the event of the failure of either council to approve a resolution placing on the ballot any RFA Plan timely presented by the Planning Committee or in the event the November 2025 RFA Plan fails to pass then the parties shall commence the termination process outlined in Section 19.7-19.9, as amended herein, with a final termination date of December 31, 2026.

2. Section 2 of the Agreement is hereby amended to provide as follows:

2.1 The term of this Agreement shall be extended from and after January 1, 2024 to December 31, 2026 unless earlier terminated pursuant to the terms herein.

2.2 Any notice of termination shall follow the provisions of Section 19, as amended herein.

3. Section 6 of the Agreement hereby amended to provide as follows:

6. Levels of Service

6.1 The CWFD standard deployment model of staffed apparatus shall at minimum consist of the following during normal operations;

6.1.1 (1) staffed type 1 fire company per station.

6.1.2 (1) staffed medic company per station.

6.1.3 (2) wildland engines available for cross staffing as needed.

6.1.4 Temporary adjustments can be dictated by the Fire Chief to meet operational needs due to unforeseen events.

6.1.5 See service area and station map as referenced in Agreement.

6.2 CWFD response time standards are outlined in the Agreement. Attachment B.

6.3 The CWFD minimum daily staffing model shall consist of the following during normal operations, reflecting department staffing of 70 FTE:

6.3.1 (13) Line positions

6.3.2 A minimum of three (3) Captains or Acting Captains

6.3.3 A minimum of six (6) county certified lead paramedics

6.3.4 A minimum of one (1) Battalion Chief or Acting Battalion Chief

6.3.5 All engine companies shall have a minimum of one (1) Captain or one (1) qualified Acting Captain and one (1) qualified Paramedic.

6.3.6 All ambulances shall be staffed with a minimum of one (1) qualified Paramedic and one (1) EMT.

6.4 CWFD shall provide licensed Aid and Transport services through the entirety of the CWFD service area. Further, subject to receipt of grant funding, a CARES position shall be established.

6.5 Subject to funding levels CWFD shall make every attempt to maintain the current Washington Survey and Ratings Bureau rating for each municipality within the CWFD service area.

6.6 In the event of unanticipated and extraordinary circumstances, such as loss or destruction of facilities or equipment due to casualty, insufficient personnel as a result of retirements or personnel attrition, or other unforeseen causes, the Fire Chief, after consulting with the Camas City Administrator and timely thereafter notifying the Washougal City Manager, may deviate from the staffing and apparatus 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 staffing shortage. Deviations under this subsection to the staffing and apparatus standards shall not be grounds for termination under section 19.

6.7 In an effort to determine when there is a need to permanently increase either the staffing model described in Section 6.3 or apparatus deployment within the CWFD service area quantifiable metrics shall be utilized. Any one or all of these metrics may be employed to determine staffing requirement changes and both cities shall act in good faith cooperation to allow for timely adjustments to anticipated budget allocations to allow for such.

6.7.1 Change in the ratio of Full Time Equivalent daily operational positions per 1000 daily population.

6.7.2 Change in the ratio of staffed apparatus for daily operations per 1000 daily population.

6.7.3 Change in the number of EMS calls for service per capita.

6.7.4 Change in the response time necessary to muster NFPA required (4) firefighters to a residential structure fire.

6.7.5 Change in the response time necessary to muster the NFPA required (5) firefighters to a commercial structure fire.

6.7.6 Change in the percentage of calls requiring mutual/automatic aid assistance.

6.7.7 Change in the square foot area of developed commercial property.

6.7.8 Change in the amount of time the fourth available ambulance is required to be placed in service.

6.7.9 Change in the number of medical incidents requiring mutual aid ambulance use.

6.7.10 Change in the number of high hazard occupancies within the response area.

Ex: Skilled nursing facilities; substantial increase in sq. footage of commercial occupancies; substantial increase in multi-story, multi-family occupancies; substantial residential development.

4. Subsection 16.2.3 shall be deleted.
5. Subsection 16.2.4. shall include the passthrough of EMS levy by Clark County Treasurer's Office on behalf of Washougal.
6. Subsection 16.7. and 16.8 describe the normal true-up process related to monthly payments. To add flexibility, the Cities recognize that in rare unforeseen circumstances, the true-up process may be modified with mutual consent, to respond to unforeseen events. The Finance

Directors of each entity may collaborate on a payment schedule satisfactory to both with the intention of monthly payments by both cities. Any missed payments resulting in a draw from the Camas Line of Credit, will require the payment of interest by Washougal to Camas. Any payment schedule changes will be considered amendments to this ILA and will be adopted by both Councils, or delegated authority. If no agreement is reached, the original true-up methodology will be applied.

7. Subsection 16.10 regarding use of separate fund or account. This section also applies to bonded debt incurred by each city for the construction of new stations #41 and #43.

8. Section 18: DELETED

9. Section 19 of the Agreement is hereby amended as to the following noted subsections only and include a new subsection 19.9 as follows:

19.1 DELETED.

19.2 DELETED

19.3 Conditions of subsections 19.3.1-19.3.6 to remain in full force and effect.

19.4 Conditions of subsections 19.4.1-19.4.5 to remain in full force and effect.

19.5 Terms to remain in full force and effect.

19.6 Any termination of the Agreement under section 19 shall be approved by the city council of the city that initiated the termination action.

19.7 The CWFD fire chief and city administrator shall, within thirty days of any notice of termination, convene a meeting with the Washougal City Manager to initiate development of a termination plan. The termination plan shall be completed not later than six months prior to termination and, at a minimum, address: (remainder of 19.7 to remain in effect).

19.9 All termination periods as set forth herein, to facilitate an orderly transition, may be extended up to ninety days in the sole discretion of the CWFD Fire Chief by written findings delivered to both parties.

10. The 2022 assessment true-up payment of \$335,598 made by Washougal on December 15, 2023, is full payment for 2022 services pursuant to the original Agreement and 2021 Addendum and satisfies the original true-up methodology for 2022. This true-up payment was paid in a lump sum in lieu of adding this true-up amount to Washougal's 2024 receivables as prescribed by the original true-up methodology in the Agreement.

11. The 2023 Washougal assessment amount as described in the recitals herein was based on the original Agreement 3-part formula for a staffing level of 70 FTE. Washougal agrees to this staffing level and assessment amount for 2023, subject to final true-up when final 2023 expenses are determined, which sum shall be timely paid upon presentment to Washougal as part of the 2024 accounts receivable.

12. Any reference to the Washougal City Administrator in the Agreement shall be amended to Washougal City Manager.

13. In the event of any conflict with the Agreement, the terms of this Modification shall control.

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IN WITNESS THEREOF the parties have caused this Modification to be executed in their respective names by their duly authorized officers and have caused this Modification to be dated as of the _____ day of January, 2024.

CITY OF CAMAS, a municipal corporation

Steve Hogan, Mayor

Attest:

Sydney Baker, Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

David Scott, City Manager

Attest:

Daniel Layer, Washougal City Clerk

Approved as to form:

Robert Zeinemann, City Attorney

EXHIBIT A
CONTINUATION OF FIRE SERVICES ASSESSMENT

GENERAL APPROACH:

1. Simultaneously pursue voted bonds for Capital Facilities funding with preference for same bond rates between both cities with JPAC input.
2. Pursue Regional Fire Authority (RFA) by forming RFA Planning Committee as governed by state law. RCW Chapter 52.26.
3. Retain expert consulting support for financial analysis and statutorily required RFA planning process.

CAPITAL BONDS (all values approximate)

1. Camas and Washougal to each place a 20-year Unlimited Tax General Obligation bond on August 2024 ballot with separate bonds and taxpayer obligations in each city.
2. Camas: \$14,000,000-16,000,000 with the following components: Camas HQ Station 41 and two engines.
3. Washougal: \$10,500,000-12,500,000 with following components: Washougal Satellite station 43 and one engine.
4. JPAC to refine prior to final proposals for bonds presented to the respective Councils.
5. Simultaneously voters will be requested to approve an excess levy to adjust property taxes to cover debt service payments.

6. In the event one or both of the capital bond measures fail then a city with a failed bond will address capital timing and what would be included in any subsequent bond election and the implications thereof.

RENEWAL OF EMS LEVIES

1. Camas to place \$0.46 EMS levy on the April or August (TBD) 2024 ballot.
2. Camas council will formulate a levy renewal.
3. The cities acknowledge that EMS levies do not automatically transfer to any RFA and are further not extinguished if an RFA is formed. Any RFA Plan presented to voters may include terms to impose an EMS levy with the RFA and for such levy to replace the existing EMS levies of the cities.

REGIONAL FIRE AUTHORITY PROCESS

1. RFA Planning Committee to be established in February 2024 which addresses the parameters outlined in RCW Chapter 52.26 including governance, design, financing and scope of fire protection and emergency services which shall incorporate agreed staffing levels and operational parameters, all of which shall inform the levy rate.
2. Any Plan shall be subject to approval by the respective Councils.
3. RFA Plan shall be presented on ballot in April 2025 and again in November 2025, if necessary.

ESTIMATED TIMING

1. On or near February 5 and 12, 2024: Councils review recommendation to establish RFA Planning Committee. Council adoption to be scheduled on or near February 20 and 26, 2024 with RFA Planning Committee to commence development of RFA Plan with presentation to the respective Councils by no later than November 2024.

2. March 2024: JPAC finalizes proposed bond parameters.
3. TBD 2024: Camas EMS levy on general election ballot. (TBD)
4. April 2024: Councils timely adopt proposed bond parameters by respective Resolutions to allow for August 2024 ballot measure.
5. August 2024: Capital bonds on primary ballot. Camas EMS levy on election ballot. (TBD)
6. November 2024-February 2025: Councils review and consider RFA Plan and timely adopt resolutions to allow RFA Plan to proceed to ballot in April 2025, with an effective date to be established as soon as legally allowed. In the event of the failure of the April 2025 measure then the respective councils shall adopt resolutions to allow the RFA Plan to proceed to ballot in November 2025, with an effective date to be established as soon as legally allowed.

EMS LEVY ALLOCATION

For and as clarification of the Agreement, all EMS Levy funds received by Washougal shall be allocated to Camas without segregation between structures and real property.

PORT OF CAMAS/WASHOUGAL

For and as clarification of Subsection 16.2.4 of the Agreement, all fire related fees received from the Port of Camas/Washougal by Washougal shall be remitted to Camas.

BUDGET and PAYMENT COMMITMENTS (2023 & 2024 are 3-part formula based):

1. 2023: Total of \$12,718, 547. Camas-\$8,096,802; Washougal-\$4,621,745.
2. 2024: Total of \$13,745,300. Camas-\$8,494,595; Washougal-\$5,250,705
3. 2025: Camas 63 % of Budgeted Expenses, Washougal 37% of Budgeted Expenses

4. 2026: Camas 64 % of Budgeted Expenses, Washougal 36% of Budgeted Expenses

Payments will be due and payable 30 days from the invoice date. Washougal will electronically transfer the payments to Camas.

- Each city will bond for, own and operate their respective stations #41 and #43. All costs and services, including maintenance, operation, insurance, utilities, repairs, utility bills, and fees will remain the responsibility of each. The cost sharing settlement will exclude all Camas costs associated with any maintenance, operation, insurance, utilities, repairs, utility bills, and fees for Stations 41 and 42. No lease or rental fees may be applied by Washougal to house CWFD employees.
- Washougal is considering a joint Public Safety complex. No expenses, liabilities, or future burdens of ownership may be transferred to the RFA for expenses/services not directly associated with the operation of a satellite fire station, including any shared spaces, rooms, utilities, etc.
- Washougal shall transfer ownership of their new engine to Camas for operation and maintenance.