

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

December 4, 2013

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into this 16th 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 ALS 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 to date 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 15th 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 in IAFF Local 2444.
 - 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. The pay structure for non-represented Washougal employees transferring to Camas shall follow the current Camas pay structure for the same or similar positions. The pay for a transferring non-represented employee shall not be reduced at the time of transfer.
- 13.5. All transferring Washougal employees shall receive the benefits applicable to Camas employees for their respective positions, subject to the terms of Section 14 below.

- 13.6. 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.
- 13.7. Subject to the negotiations referenced in Section 13.2, the seniority of transferring Washougal employees will be recognized by Camas.
- 13.8. Washougal currently has an Administrative Assistant position supporting the Washougal Fire Department. Incumbents in this position are represented by AFSMCE Local 307. The position is currently vacant therefore no Washougal employee will be transferred to Camas. Camas may propose the creation of such a position in the CWFD budget if approved by the CWFD Fire Chief and the Camas City Council.

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 participate in the LEOFF retirement system 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, as defined in the City of Camas Support Services Cost Allocation Plan, 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. Any grant requiring costs to be borne by the City of Washougal shall be approved by the Washougal City Administrator.
- 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 building plan review and fire inspection fees that are related to services provided by CWFD employees 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 funds 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 complement 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 28. 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 provision of this Agreement or its application is held by a court of competent jurisdiction to be illegal, invalid, or void, the validity of the remaining provisions of this Agreement or its application to other entities or circumstances shall not be affected. The remaining provisions continue in full force and effect, and the Parties' rights and obligations must be construed and enforced as if the Agreement did not contain the particular invalid provision. But if the invalid provision or its application is found by a court of competent jurisdiction to be substantive and to render performance of the remaining provisions unworkable and infeasible, is found to seriously affect the consideration, and is inseparably connected to the remainder of the Agreement, then either party may give notice of termination and invoke the termination process set forth in Section 19.3 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

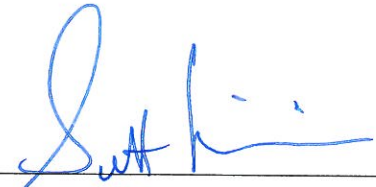
31.1. This Agreement is and shall be deemed jointly drafted and written by both Parties and shall not be construed or interpreted against the city originating or preparing it.


32. Laws and Venue

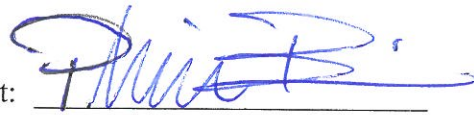
32.1. The Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement.

DATED this 16th day of December, 2013.

By: 
Mayor of the City of Washougal


By: 
Mayor of the City of Camas

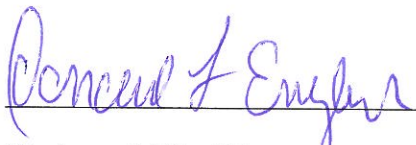
Attest: 
Washougal City Clerk

Attest: 
Acting Camas City Clerk

Approved to Form:

Approved to Form:


Camas City Attorney


Washougal 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 1st 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 1st 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

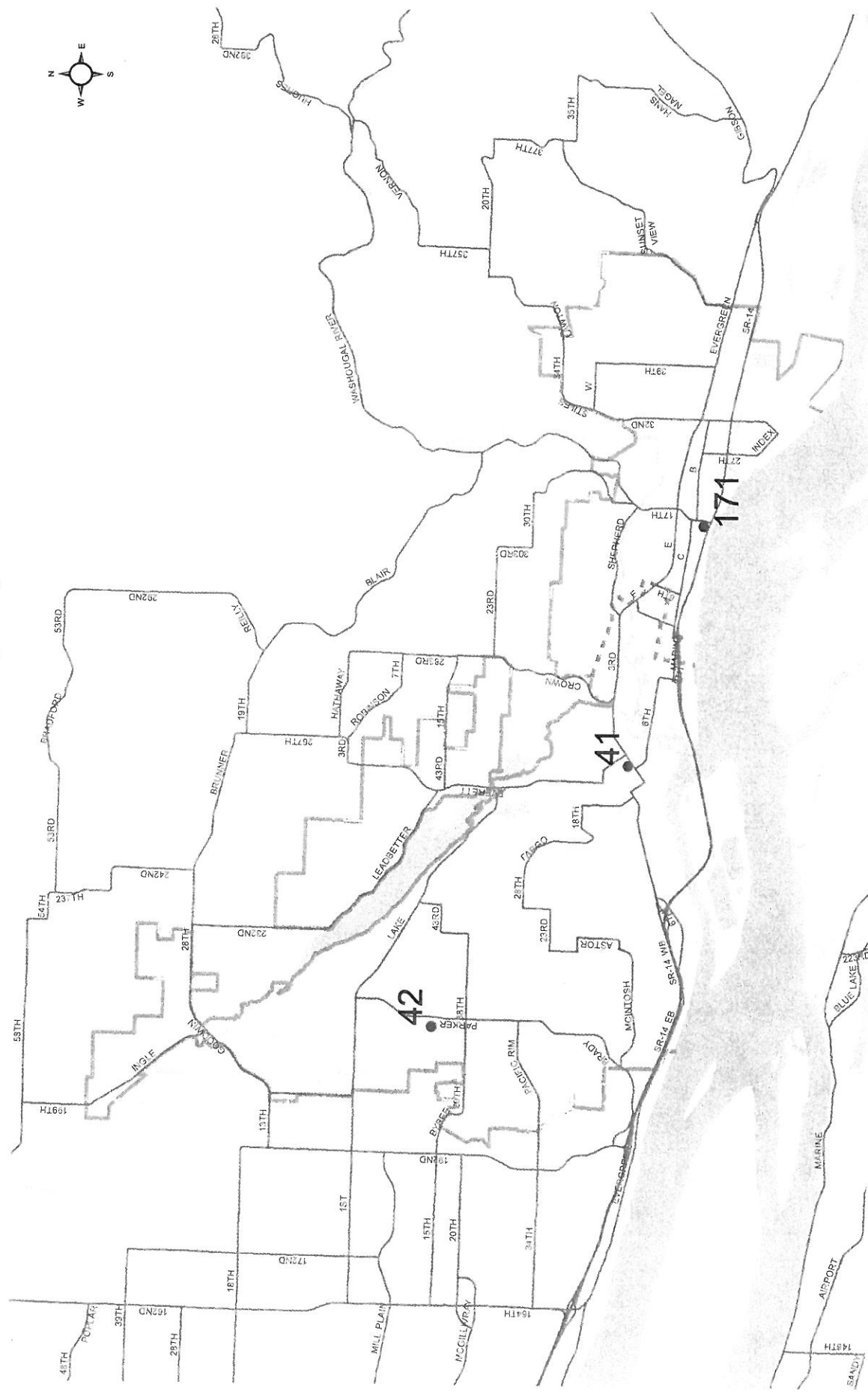
the City of Camas and the City of Washougal. The Camas-Washougal Fire Department's response time standard is the same as for a fire suppression call.

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
	\$ 8,282,910	

<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	
	\$ 1,619,423	

Net Operating Expenses \$ 6,663,487

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

<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
Total	5,461	34,360	\$ 2,569,389,426
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%
Total	100.0%	100.0%	100.0%
Weights	25%	25%	50%

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

<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
Total	\$ 6,663,487	\$ 555,291

Check Total \$ -