

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CAMAS
AND WASHOUGAL FOR THE FORMATION AND OPERATION OF THE CAMAS-
WASHOUGAL FIRE DEPARTMENT DATED DECEMBER 4, 2013**

This Amendment made pursuant to Section 30.1 of the Interlocal Agreement between the Cities of Camas and Washougal for the Formation and Operation of the Camas-Washougal Fire Department dated December 4, 2013, hereinafter “Agreement”, 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

WHEREAS, Camas determined that it is appropriate to increase the staffing profile provided in Section 6 of the Agreement to add two firefighters and one deputy fire marshal, and such staffing increases occurred in 2019 and 2020 and will continue into 2021 and 2022.

WHEREAS, Washougal had not determined that the increased staffing profile is appropriate for 2019 and 2020 and was therefore not prepared to fully participate in the ongoing funding of the additional positions in 2019 and 2020, and whereas Washougal continues to hold this position for 2021.

WHEREAS, Washougal had determined that it will continue to participate in funding the salary and benefits costs of two new firefighter positions in 2021, at an estimated Washougal cost of \$80,000 for 2021.

WHEREAS, Washougal had not committed to the ongoing funding of these two new firefighter positions beyond 2021.

WHEREAS, Camas has further determined to independently fund one deputy fire marshal position outside of the formulaic cost sharing identified in the Agreement.

WHEREAS, Camas will further incur expenses relating to the acquisition of associated equipment.

WHEREAS, in November 2020, Camas and Washougal agreed to this staffing and funding scenario as described above in an Amendment of the Agreement.

WHEREAS, Camas has added an additional four new firefighter positions in its 2021-2022 budget (two added in 2021 and two added in 2022) beyond the previously described positions and intends to pay for these positions using multiple sources of funding.

WHEREAS, Washougal has determined that it will continue to participate in funding the salary and benefits costs of the previously described two new firefighters (added in 2019) through 2022.

WHEREAS, Washougal has determined that it will participate in funding the salary and benefits costs of the four additional new firefighters (two added in 2021 and two in 2022) through 2022.

WHEREAS, Washougal has determined that it will fund these costs from its share of reserve funds in the Camas-Washougal Fire Department (CWFD), unless it otherwise determines to use a different funding source.

WHEREAS, Camas and Washougal previously agreed to work on program evaluation toward a mutually agreeable determination regarding staffing levels, funding and cost sharing, and received a Master Plan from ESCI in 2019 to inform this process, with the intent of pursuing this goal in 2020.

WHEREAS, Camas and Washougal experienced the unprecedented impact of the COVID-19 pandemic beginning in early 2020, causing the program evaluation effort to be delayed and bringing economic uncertainty to funding considerations for both Camas and Washougal.

WHEREAS, in November 2020, Washougal voters renewed the expiring Fire/EMS levy lid lift at the current rate of ten cents per \$1,000 of assessed value, a funding level that can maintain pre-

2019 service levels but cannot support on an ongoing basis any of the additional positions added or planned since 2019 as described in this amendment, nor any further program expansion.

WHEREAS, Camas and Washougal intend to re-engage the mutual program evaluation work in 2021 with the mutual goal of reaching a determination regarding possible service delivery alternatives, staffing, funding, cost sharing and other program parameters, and to evaluate all options regarding the future of the partnership.

WHEREAS, Camas and Washougal have stipulated to amend the previously added Section 16.17 to clarify the respective responsibilities associated with the funding and cost allocation provision of the Agreement.

WHEREAS, Section 16.7 of the Agreement shall be amended as follows:

16.17 The provisions of this Section relating to the funding and cost allocation shall remain in full force and effect, with the exception that the addition of two firefighters and deputy fire marshal which occurred in 2019 shall be partially funded by Washougal in 2021 and 2022 (two firefighters) and the remaining new position (one deputy fire marshal) independently funded by Camas, and Washougal is not bound to participate in the full funding of these additional positions beyond 2022, pursuant to the terms of this section. Further, the addition of four firefighters (two in 2021 and two in 2022) shall be also be partially funded by Washougal and Washougal is not bound to participate in the full funding of these positions beyond 2022, pursuant to the terms of this section.

16.17.1 Washougal will fund its share of the salaries and benefits of the two new firefighter positions (added in 2019) in 2021 and 2022, said share estimated to be \$80,000 in 2021. Washougal will further fund its share of four new firefighter positions (two in 2021 and two in 2022). Washougal will fund its share of these positions from its share of reserve funds in the Camas-Washougal Fire Department (CWFD), unless it otherwise determines to use a different funding source.

16.17.2 Washougal's funding of its share of the above described firefighter positions in 2021 and 2022 is not a commitment to the ongoing funding of these positions beyond 2022.

16.17.3 Camas and Washougal will work together with best efforts and good faith to review the staffing profile for the Agreement to seek mutual agreement on staffing levels and staffing needs, alternatives to increased staffing such as the enhanced use of volunteers, alternative service delivery models, funding and ability to pay, and efforts to contain and control program costs. Camas and Washougal further agree that they will mutually review all other provisions of the Agreement as may be appropriate for amendment, including but not limited to capital facilities planning and funding, cost sharing and ECFR payments. This review will include consideration of the Master Plan completed in 2019 by ESCI, and will consider all options regarding the future of the partnership.

16.17.4 The parties agree that good faith and best efforts will be made to reach mutual agreement regarding the additional staffing and related cost sharing and the other review items described herein in time to implement any adjustments in the 2022 budget, but in any event no later than in time for the 2023 budget.

16.17.5 Failure to negotiate future funding allocation shall not constitute cause under Section 19. Termination shall require twenty-four months' notice pursuant to section 19.2 unless some other grounds exist under Sections 19.3 or 19.4 permitting a shorter termination period. Any termination shall be expressly subject to Section 19.8 relating to reimbursement of net costs to include the additional funding assumption by Camas as described in this Section. Such termination notice shall not prevent the Parties from reaching mutual agreement during the pendency of the twenty-four months' notice period.

16.17.6 Additional expenses assumed by Camas relating to the acquisition of equipment shall be reimbursed by Washougal concurrently with an agreement on staffing levels as described in Subsection 16.17.3 herein, but in no event later than December 31, 2022.

16.17.7 The terms of Attachment D shall be amended as necessary to reflect the provisions of this Subsection 16.17.

IN WITNESS WHEREOF the parties have caused this Amendment of Interlocal Agreement to be executed in their respective names by their duly authorized officers and have caused this Amendment of Interlocal Agreement to be dated as of the ##th day of Month, 2021.

By: Ellen Burton
Title: Mayor Pro Tem, City of Camas

Attest:

Camas City Clerk

Approved as to form:

Shawn R. MacPherson, City Attorney

CITY OF WASHOUGAL, a municipal corporation

By: David Scott
Title: City Manager, City of Washougal

Attest:

Washougal City Clerk

Approved as to form:

Kenneth Woodrich, City Attorney