

April 21, 2021

Nick Swinhart, EFO, CFO, MIFireE
Fire Chief
Camas Washougal Fire Department
616 NE 4th Avenue, Camas, WA 98607

We are pleased to confirm our understanding of the services we are to provide for the Camas-Washougal Fire Department (Department). This letter will serve as the formal arrangement letter for the services you have requested our firm to perform and the terms for the engagement. We encourage you to read this letter carefully as it includes important information regarding the services to be performed. If there are any questions on the content of the letter, or the services we will be providing, we welcome the opportunity to meet with you to discuss this information.

Services to Be Performed

At your request and under your direction, we will perform a facilitated analysis of the existing partnership between the Cities of Camas and Washougal, Washington for joint Fire and EMS services. Our work will include the following tasks:

Phase 1: Project Initiation

1. Task 1: Project Management and Kick-Off: Merina+Co (MCO) to provide ongoing project management and communication throughout the term of the project.
2. Task 2: Information Gathering: MCO to conduct a thorough information gathering stage including requesting and reviewing various documentation and conducting stakeholder interviews.

Phase 2: Partnership Review and Analysis

3. Task 3: Define Success and Evaluation Criteria: MCO to facilitate a collaborative and inclusive discussion with key stakeholders from each organization to establish and define key drivers of success. Includes up to three (3) facilitated work sessions with key stakeholders from the City of Camas, the City of Washougal, and a combined stakeholder group to establish success criteria.
4. Task 4: Existing Partnership Analysis: MCO to conduct a detailed and thorough evaluation of the existing partnership's strengths and weaknesses through the lenses of each City and the combined community. Analysis will include an evaluation of the current agreement between ECFR and the City of Camas. Includes up to one (1) work session with key stakeholders to validate results of the analysis and establish a go/no-go decision for including ECFR in the alternatives analysis moving forward.
5. Task 5: Alternatives Analysis: MCO will generate a comprehensive and broad list of alternatives based on benchmarking against peer organizations and other inter-agency partnership models.

Alternatives will be evaluated against established success criteria. Includes up to one (1) work session with key stakeholders to review alternatives analysis.

Phase 3: Reporting:

6. Task 6: Recommendations: MCO to prepare a draft report summarizing the results of the evaluation and outlining recommendations for the preferred future of Fire and EMS services for review. A final report and presentations/public testimony will be provided, as required.

MCO will not assume management responsibilities on behalf of the Department, the City of Camas, or the City of Washougal. However, we will provide advice and recommendations to assist management in assuming its responsibilities.

City's Responsibilities for This Engagement

As a client of MCO, the Department and Cities of Camas and Washougal assume the following responsibilities in connection with our provision of the services identified above:

1. Assumption of all management responsibilities.
2. Designation of an individual who possesses suitable skills, knowledge, and/or experience to oversee the services. That individual is identified as Nick Swinhart, Fire Chief.
3. Evaluate the adequacy and results of the services provided.
4. Acceptance and responsibility for the results of services.

MCO's Responsibilities for This Engagement

We will perform the identified services in accordance with the applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to perform any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. We may advise you on certain matters related to the services provided, but you must make all management decisions regarding those matters.

Fees/Time/Withdrawal

Due to the nature of this project, our firm will progress bill based on work completed at the end of each month. Our fees for the services outlined above are not expected to exceed **\$94,770**. Services will be billed up to the not-to-exceed amount at our standard hourly rates as follows:

Partner	\$225/\$112.50 for travel
Senior Consultant	\$150/\$75.00 for travel
Consultant	\$135/\$67.50 for travel

All out of pocket expenses incurred will be billed at actual cost and supported with receipts. You agree that if you fail to pay for services rendered or expenses incurred for this engagement we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten (10) days after the mailing of written notice to you at the same address to which invoices are sent. You recognize that any discontinuance of work or withdrawal by us could seriously

harm your interests, but nevertheless specifically give your consent to do so and to any court of law, arbitrator, or other form to allow us to withdraw if we choose to withdraw from this engagement for any reason at our sole discretion.

Mediation/Arbitration

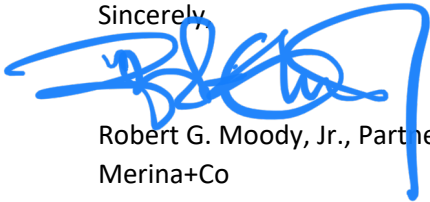
If any dispute arises amongst the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. Cost of any mediation proceeding shall be shared equally by all parties.

The Department and MCO both agree that any dispute over fees charged by MCO to the Department will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by MCO, each of us is giving up the right to have the dispute decide in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Conclusion

This letter sets forth the entire agreement relating to our consulting services. This letter supersedes any prior agreements discussions, or undertakings. No amendment or modification of this agreement shall be valid unless in writing, signed by both parties to this agreement.

Sincerely,



Robert G. Moody, Jr., Partner
Merina+Co

The above letter confirms our understanding of the services to be performed and limitations of those services.

Camas Washougal Fire Department

Printed Name: _____

Title: _____

Signature: _____

Date: _____