

**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 20210.

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 20210.

WHEREAS, Washougal has determined that it will continue to participate in funding the salary and benefits costs of two new firefighter positions in 20210, at an estimated Washougal cost of \$80,000 for 20210.

WHEREAS, Washougal has not committed to the ongoing funding of these two new firefighter positions beyond 20210.

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, 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, due to the economic uncertainty, Washougal has determined to ask voters to renew 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 the additional two positions contemplated in this amendment, nor any further program expansion.~~

~~WHEREAS, Camas and Washougal intend to re-engage the mutual program evaluation work in late 2020 and into 2021 with the mutual goal of reaching a determination regarding possible service delivery alternatives, staffing, funding, cost sharing and other program parameters.~~

WHEREAS, Camas and Washougal have stipulated to amend Section 16, by adding a new Subsection 16.17, to clarify the respective responsibilities associated with the funding and cost allocation provision of the Agreement.

WHEREAS, Section 16 of the Agreement shall be amended to include a new subsection 16.17, 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 to occur in

2019 and ~~2020~~ and be continued into 202~~1~~⁰ shall be partially funded by Washougal (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 in 2019, ~~2020~~ and 202~~1~~⁰, under the following conditions:

16.17.1 Washougal will fund its share of the salaries and benefits of two new firefighter positions in 202~~0~~¹, said share estimated to be \$80,000 in 202~~1~~⁰.

16.17.2 Washougal's funding of its share of two new firefighter positions in 202~~0~~¹ is not a commitment to the ongoing funding of these positions beyond 202~~1~~⁰.

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.

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 202~~2~~⁰ budget, but in any event no later than in time for the 202~~3~~¹ 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, 2020.

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 ~~13th~~ ____ day of ~~January~~ _____, 2020.

CITY OF CAMAS, a municipal corporation

By: Barry McDonnell
Title: Mayor, 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