



City Council Regular Meeting Agenda Tuesday, February 22, 2022, 7:00 PM REMOTE MEETING PARTICIPATION

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To Participate Remotely:

OPTION 1 – Video & Audio *(able to public comment)*

Use Zoom app and Meeting ID – 954 5037 9824; or click <https://zoom.us/j/95450379824>

OPTION 2 – Audio-only *(able to public comment)*

By phone: 877-853-5257, Meeting ID – 954 5037 9824

OPTION 3 – Observe video & audio *(no public comment)*

Go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

For Public Comment:

1. On Zoom app – click Raise Hand icon
2. On phone – hit *9 to "raise hand"
3. Or, email publiccomments@cityofcamas.us (400 word limit); routes to Council

If you have difficulty accessing the meeting, during the meeting call 360-817-7901 for assistance.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. [January 28, 2022 Camas City Council Special Meeting Minutes; February 7, 2022 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. \$122,393.24 for January 2022 Emergency Medical Services (EMS) Write-off Billings; \$93,688.28 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$28,704.96 for Ground Emergency Medical Transport funding.
(Submitted by Cathy Huber Nickerson, Finance Director)

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

4. [Hydrogeological Support Services Amendment \(Submitted by Sam Adams, Utilities Manager\)](#)
5. [\\$112,420 Harper Houf Peterson Righellis, Inc., Lacamas North Shore Trail \(T-3\) Improvements Professional Service Agreement \(Submitted by Trang K. Lam\)](#)
6. [\\$112,503 GreenWorks, P.C., Crown Park Improvements Professional Service Agreement \(Submitted by Trang K. Lam\)](#)
7. [\\$114,315 Harper Houf Peterson Righellis, Inc., Sierra Street Pavement and ADA Improvements Professional Services Agreement \(Submitted by James Carothers, Engineering Manager\)](#)
8. [Final Plat Approval for Greystone Subdivision \(Submitted by Madeline Sutherland, Planner\)](#)
9. [ERP Project Management Consulting Professional Services Contract with Right! Systems, Inc. \(Submitted by Cathy Huber Nickerson, Finance Director\)](#)

NON-AGENDA ITEMS

10. Staff Miscellaneous Updates
Presenter: Jeff Swanson, Interim City Administrator
Time Estimate: 10 minutes
11. Council

MAYOR

12. Mayor Announcements
13. [Clark County Memorandum of Agreement – Ending Community Homelessness Organization](#)

[The purpose of this agreement is to give all Clark County cities a voting seat at the table along with Clark County to deal with homelessness; Mayor Hogan will serve as the voting member on behalf of the City of Camas.](#)

MEETING ITEMS

14. [Resolution 22-003 Revised Salary Scale for the City Administrator](#)
Presenter: Jennifer Gorsuch, Administrative Services Director
Time Estimate: 5 minutes

PUBLIC COMMENTS

ADJOURNMENT



City Council Workshop Minutes - Draft
Monday, February 07, 2022, 4:30 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Staff: Sam Adams, Bernie Bacon, James Carothers, Peggy Foxworthy, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: No one from the press was present

PUBLIC COMMENTS

Randal Friedman, Camas, commented about the North Shore Subarea Plan.

WORKSHOP TOPICS

1. Recognition of Haden Reiter
Presenter: Steve Hogan, Mayor

Mayor Hogan presented Haden Reiter with an Extraordinary Citizen Award.

2. Recognition of 25-Year Anniversary for Steve Pozsgai, Paramedic Firefighter and Paul Bennett, Paramedic Firefighter
Presenter: Nick Swinhart, Fire Chief

Swinhart recognized Pozsgai and Bennet for 25 years of service to the City.

3. Hydrogeological Support Services
Presenter: Sam Adams, Utilities Manager

Adams provided an overview of the proposed amendment agreement. Discussion ensued. This item will be placed on the February 22, 2022 Consent Agenda for Council's consideration.

4. Camas Hotel Loading Zone Request
Presenter: James Carothers, Engineering Manager

Carothers provided an overview of the proposed parking change. Discussion ensued. This item will be referred to the Parking Advisory Commission for further discussion.

5. Sierra Street Pavement and ADA Improvements Professional Services Agreement
Presenter: James Carothers, Engineering Manager

This item will be placed on the February 22, 2022 Consent Agenda for Council's consideration.

6. North Shore T-3 Trail Improvement Professional Service Agreement
Presenter: Trang Lam, Parks & Recreation Director and Steve Wall, Public Works Director

This item will be placed on the February 22, 2022 Consent Agenda for Council's consideration.

7. Crown Park Improvements Professional Service Agreement
Presenter: Trang Lam, Parks & Recreation Director

This item will be placed on the February 22, 2022 Consent Agenda for Council's consideration.

8. Staff Miscellaneous Updates
Presenter: Jeff Swanson, Interim City Administrator

Huber Nickerson commented about the Tyler Enterprise Resource Planning (ERP) Project Manager contract that will be placed on the February 22, 2022 Consent Agenda.

Wall commented about the State Route 500 (SR-500) corridor and received Council consensus to proceed with the project planning process.

Chaney requested a future workshop update regarding the Lake Management Plan.

Lam announced a Parks and Recreation Special meeting will be held February 8, 2022.

Maul announced two upcoming North Shore Subarea Plan virtual community events. Discussion ensued.

Swanson commented about Council Rules and Boards and Commissions procedures.

COUNCIL COMMENTS AND REPORTS

Due to time constraints, Council Comments were deferred to the February 7, 2022 Regular Meeting.

PUBLIC COMMENTS

John Ley, Camas, commented about the North Shore.

John Svilarich, Camas, commented about permitting dogs at Crown Park.

ADJOURNMENT

The meeting adjourned at 6:23 p.m.



City Council Regular Meeting Minutes - Draft
Monday, February 07, 2022, 7:00 PM
REMOTE MEETING PARTICIPATION

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Staff: Bernie Bacon, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Connie Urquhart and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record

PUBLIC COMMENTS

Heather Gulling, Camas, commented about the North Shore Subarea Plan.

CONSENT AGENDA

1. January 18, 2022 Camas City Council Workshop and Regular Meeting Minutes
2. \$1,007,159.73 Automated Clearing House and Claim Checks Numbered 149690, 149866-149941, and 149951-150050; \$2,553,383.70 Automated Clearing House, Direct Deposit and Payroll Check Numbered 7930-7931 and Payroll Accounts Payable Checks Numbered 149943-149950
3. \$70,300 Gray & Osborne, Inc., SE 6th Ave (SR-500) Water Main Replacement Professional Services Agreement (Submitted by James Carothers)
4. Notice of Completion Parker Estates Storm Facility Restoration (Submitted by Sam Adams, Utilities Manager)
5. Final Plat Approval for Green Mountain Estates Phase 4A (Submitted by Madeline Sutherland, Planner)

It was moved by Council Member Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

6. Staff

There were no updates from staff.

7. Council

Roberts commented about meetings with a constituent and the Mayor of Seaside, Oregon. Roberts attended a Mayor's small-group meeting, the Association of Washington Cities (AWC) Great Council Meetings webinar, the AWC City Action Days, the City Council Annual Planning Conference Day 1. Roberts requested a future workshop topic regarding parking fines.

Hein attended the Camas-Washougal (CW) Chamber luncheon, the AWC Great Council Meetings webinar, the AWC City Action Days, the Planning Conference Day 1, and communicated with local legislators.

Chaney attended a City/Schools meeting, the AWC City Action Days, the Planning Conference Day 1, a Joint Policy Advisory Committee (JPAC) meeting, and a Clark Regional Emergency Services Agency (CRESA) Board meeting.

Carter attended the Planning Conference Day 1, the AWC Great Council Meetings webinar, a JPAC meeting, a city administrator recruiter meeting, the Port of CW meeting, the Port of CW Planning Retreat, and a Finance Committee meeting.

Boerke met with several City directors, attended the Planning Conference Day 1, a Mayor's small-group meeting, a City/Schools meeting, and a city administrator recruiter meeting, and will attend a Diversity, Equity and Inclusion as Elected Official webinar.

Lewallen attended the City/Schools meeting, the CW Chamber luncheon, a city administrator recruiter meeting, the AWC City Action Days, the Planning Conference Day 1, a Regional Transportation Commission (RTC) meeting, and a CW Rotary meeting. Lewallen met with various constituents and met with the Fire Chief.

Anderson attended a JPAC meeting, a Finance Committee meeting, and will attend a C-TRAN meeting. Anderson requested to begin planning town halls and community outreach for 2022.

MAYOR

8. Mayor Announcements

Mayor commented about the Clark County Mayor's meeting he attended.

9. 2022 Mayor's Council Appointment

It was moved by Council Member Carter, and seconded, to approve the Mayor's Council Appointment as presented. The motion carried unanimously.

10. Black History Month Proclamation

Mayor Hogan proclaimed February 2022 as Black History Month in the City of Camas

Chaney commented about the shooting death of Vancouver Police Officer Sahota, and with Council consensus, requested Mayor send a condolence letter from the City.

MEETING ITEMS

11. Ostenson Canyon Stormwater and Roadway Repairs Bids
Presenter: James Carothers, Engineering Manager and Shawn MacPherson, City Attorney

It was moved by Council Member Carter, and seconded, to waive the minor bid irregularities as outlined in the Staff Report and to award the bid to Odyssey Contracting, LLC for the amount of \$888,320.20 and authorize the Mayor or designee to sign the contract and change orders up to 10 percent of the original contract amount. The motion carried unanimously.

12. Ordinance No. 22-001 Adopting Legal Holidays
Presenter: Jennifer Gorsuch, Administrative Services Director

It was moved by Council Member Carter, and seconded, that Ordinance No. 22-001 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Ordinance No. 22-001 be adopted and published according to law. The motion carried unanimously.

13. Resolution No. 22-001 Policy Encouraging the Use of Products and Services Made in America
Presenter: Jeff Swanson, Interim City Administrator and Shawn MacPherson, City Attorney

It was moved by Council Member Chaney, and seconded, that Resolution No. 22-001 be read by title only. The motion carried unanimously.

It was moved by Council Member Chaney, and seconded, that Resolution No. 22-001 be adopted. The motion carried unanimously.

14. Resolution No. 22-002 Amending Resolution No. 20-005 Related to Public Comments
Presenter: Jeff Swanson, Interim City Administrator

It was moved by Council Member Boerke, and seconded, that Resolution No. 22-002 be read by title only. The motion carried unanimously.

It was moved by Council Member Boerke, and seconded, that Resolution No. 22-002 be adopted. The motion carried unanimously.

PUBLIC COMMENTS

No one from the public wished to speak.

ADJOURNMENT

The meeting adjourned at 7:58 p.m.



**City Council Special Meeting Agenda - Draft
Annual Planning Conference Day 1
Friday, January 28, 2022, 1:00 PM
REMOTE MEETING PARTICIPATION**

NOTE: Please see the published Agenda Packet for all item file attachments

Mayor Steve Hogan called the meeting to order at 1:00 p.m.

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Staff: Bernie Bacon, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Shawn MacPherson, Bryan Rachal, Heather Rowley, Jeff Swanson, Nick Swinhart, Trang Lam, Connie Urquhart, and Steve Wall

Press: No one from the press was present

OPENING STATEMENT

Swanson provided an overview of the agenda and the goals of the Planning Conference.

PLANNING CONFERENCE TOPICS

1. Parameters Around Public Bodies
Presenters: Shawn MacPherson, City Attorney and Jeff Swanson, Interim City Administrator
Time Estimate: 60 minutes

MacPherson provided an overview of the Open Public Meetings Act and the Public Records Act.

The meeting recessed at 1:55 p.m.

The meeting resumed at 2:05 p.m.

2. Council as Part of the City Team
Presenters: Shawn MacPherson, City Attorney and Jeff Swanson, Interim City Administrator
Time Estimate: 90 minutes

MacPherson and Swanson provided an overview of the Council as Part of the City Team presentation; Council discussion included.

Swanson asked each Council Member comment about why they chose to serve on Council, and what first surprised them after having served a length of time.

The meeting recessed at 4:03 p.m.

The meeting resumed at 4:15 p.m.

3. Overview of City Issues and Priorities
Presenters: Jeff Swanson, Interim City Administrator
Time Estimate: 60 minutes

Swanson reviewed and outlined major city issues and approaches to prioritizing.
Discussion ensued.

CONCLUSION

4. Conclusion and Next Steps

The next Planning Conference session will be Friday, February 11, 2022, at 9:00 a.m.

ADJOURNMENT

The meeting adjourned at 5:15 p.m.



Staff Report – Consent Agenda

February 22, 2022 Council Regular Meeting

Hydrogeological Support Services Amendment (Submitted by Sam Adams, Utilities Manager)

Phone	Email
360.817.7003	sadams@cityofcamas.us

INTRODUCTION/PURPOSE/SUMMARY: This is amendment 2 to our current professional services agreement with Pacific Groundwater Group for \$27,546. Pacific Groundwater Group (PGG) has been providing the City of Camas professional services related to our groundwater wells at the Washougal Well Field for several years. Our goal is to consolidate water rights at wells 6, 7, 8, 10, 11, 12 and 14 at the Washougal Well Field. This will allow the City to better manage our water rights and allow the City to fully utilize our withdraws from the wellfield. PGG also supports the City with other groundwater issues and compliance with the Department of Ecology.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item?

Continued support services related to the City’s groundwater rights.

What’s the data? What does the data tell us?

N/A

How have communities been engaged? Are there opportunities to expand engagement?

N/A

Who will benefit from, or be burdened by this agenda item?

The City and our water customers will benefit from increased water reliability of our water system.

What are the strategies to mitigate any unintended consequences?

N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact.

N/A

Will this agenda item improve ADA accessibilities for people with disabilities?

N/A

What potential hurdles exists in implementing this proposal (include both operational and political)?

The maintenance staff will need to maintain the Washougal Well Field to ensure future functionality and continued maintenance.

How will you ensure accountabilities, communicate, and evaluate results?

Staff will be working closely with our consultant and Department of Ecology to obtain approvals for the full utilization of our water rights.

How does this item support a comprehensive plan goal, policy or other adopted resolution?

This item is consistent our 2019 Water System Plan goals to increase water rights and water production for a growing population.

BUDGET IMPACT: This item will cost the Water Utility \$27,546. The Water Utility has funds available to support this effort.

RECOMMENDATION: Authorize the Mayor to sign the professional services agreement Amendment No. 2 with Pacific Groundwater Group for Hydrogeological Support Services via Consent Agenda.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 2

616 NE 4th Avenue
 Camas, WA 98607

Project No. W1025

Hydrogeologic Support Services

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 29th day of December, 2021, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Pacific Groundwater Group**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated January 6th, 2020, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. Extended to December 31, 2022
- b. Unchanged from Original/Previous Contract date of December 31st, 2021

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “A”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$68,684
 - b. Amendment No. 2: \$27,546
 - c. **Total: \$96,230**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit “A”** attached herein
 - Unchanged from Original Contract
4. **Counterparts.** Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this

Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

PACIFIC GROUNDWATER GROUP:
Authorized Representative

By: _____

By: DocuSigned by:
Peter Schwartzman
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Print Name: _____

Print Name: **Peter Schwartzman**

Title: _____

Title: **Principal Hydrogeologist**

12/29/2021

EXHIBIT “A”**2022 Scope of Services**

Mott MacDonald expects to have the ROE submitted to Ecology in the next month, and will provide the City with a final PDF of the Hydrogeology Report. Projected further work in 2022, as far as we are aware, includes:

- Continued monitoring support (existing monitoring is unlikely to change if we are waiting to submit another water right request for additive water rights in the next couple years)
- Continued water-right support – both to shepherd the ROE under cost reimbursement to a new permit and possibly other opportunities (e.g. Georgia Pacific and/or Washougal). I expect that Steigerwald is not near happening at this time.
- Continued hydrogeologic support – as needed. Could include increased yield assessments for remaining LWWF wells, any kind of well maintenance support, and ultimately drilling a third well under “Showing of Compliance” near Wells 11 and 12. Could also include providing any wellhead protection or water quality related services (e.g. PFAS, representing the City in discussions of any contaminated sites)

Costs for Scope of Services

DESCRIPTION	RATE	TOTAL
Mott MacDonald	\$20,000	\$20,000
River Measurement (West Consultants)	\$6,860 + \$686 markup	\$7,546
TOTAL		\$27,546

Consultant Billing Rates

TITLE	2021 Rate	2022 Rate
Principal Hydrogeologist	\$180	\$207
Permit Specialist	\$145	\$165
Senior Hydrogeologist	\$145	\$165
GIS	\$130	\$145
Staff Hydrologist	Not listed	\$140
Accounting/Support	\$70	\$85



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT
Amendment No. 4

616 NE 4th Avenue
 Camas, WA 98607

Project No. P1005

Lacamas North Shore Trail Improvements

THIS AMENDMENT ("Amendment") to Professional Services Agreement is made as of the 3rd day of January, 2022, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Harper Houf Peterson Righellis, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the "Parties."

The Parties entered into an Original Agreement dated November 29, 2016, by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit "A"** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:

- a. Extended to March 31, 2023
- b. Unchanged from Original/Previous Contract date of December 31st, 2021

Unless an additional extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of the Original Agreement.

3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit "A"**, Consultant proposes to be compensated on a time and material basis per **Exhibit "A"** (Costs for Scope of Services) with a total estimated not to exceed fee of:
 - a. Previous not to exceed fee: \$60,441.80
 - b. Amendment No. 2: \$112,420.00
 - c. **Total: \$172,861.80**
 - d. Consultant billing rates:
 - Modification to Consultant Billing Rates per **Exhibit "A"** attached herein
 - Unchanged from Original Contract
4. **Counterparts.** Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this

Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

HARPER HOUF PETERSON RIGHELLIS
Authorized Representative

By: _____

DocuSigned by:
Bruce Haunreiter
By: _____
12698A1132DC4F1...

Print Name: _____

Print Name: **Bruce Haunreiter**

Title: _____

Title: **Principal**

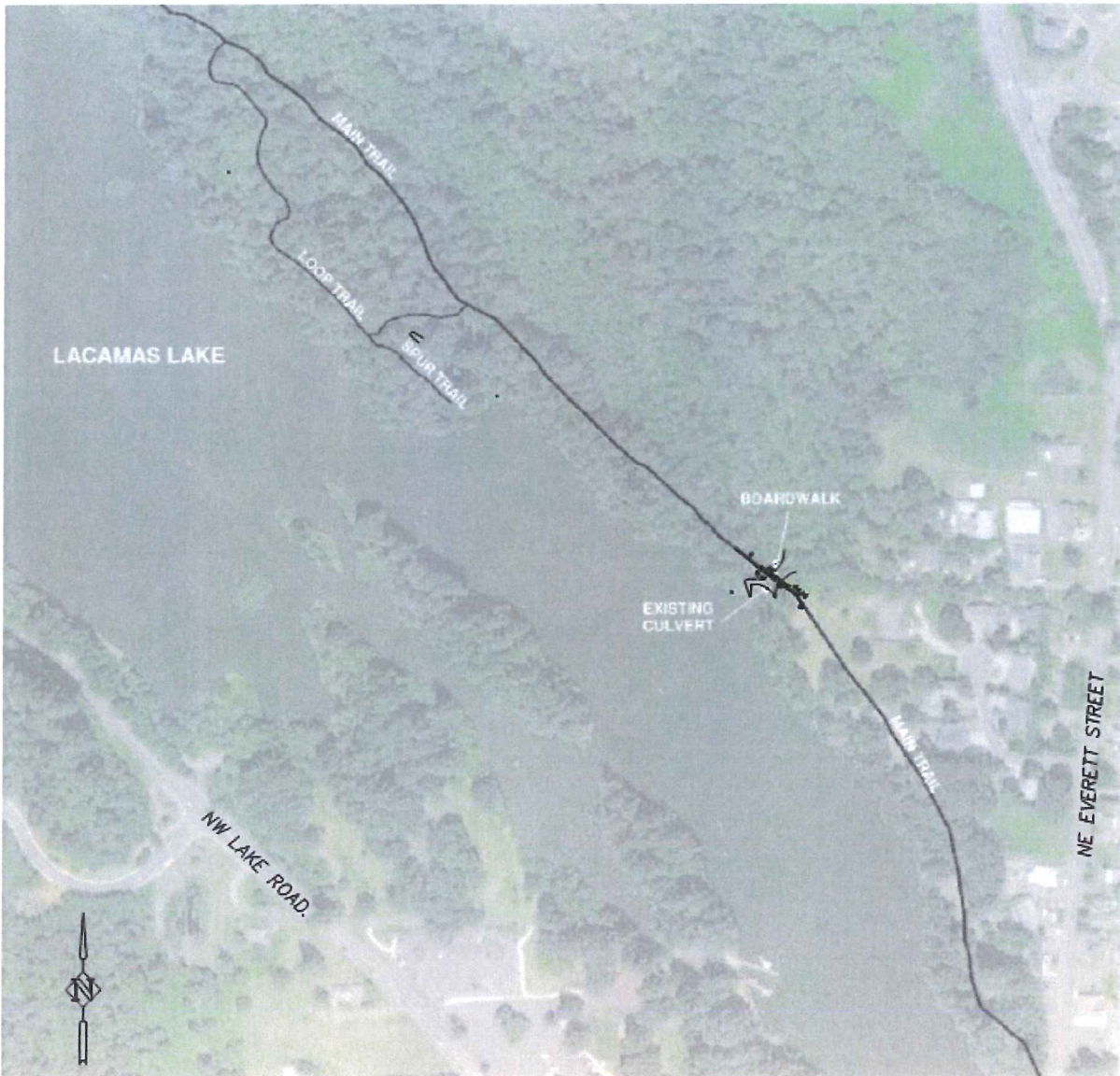
2/8/2022

EXHIBIT "A"

SCOPE OF SERVICES AND PROPOSED ESTIMATED FEE BUDGET

LACAMAS NORTH SHORE TRAIL IMPROVEMENTS - SCOPE OF SERVICES

The proposed project will consist of the consulting services for the 2018 “permitted” trail located within City property on the northeast side of Lacamas Lake, from the Round Lake Loop Trail east of NE Everett Street (State Route 500) to a natural area on the lakeshore as shown below.



Scope of Services Tasks:

The scope of services shall consist of the following main tasks:

- Task 1: Project Management and Administration
- Task 2: Survey and Permitted Trail Alignment Reestablishment
- Task 3: Permitted Trail Design Confirmation & 30% Design Plans
- Task 4: Environmental and Cultural Permitting

Project Design Assumptions:

- Trail Alignment and Limits - The trail alignment and limits are assumed to be per the approved 2018 permit documents.
- Trail Design Approach – The trail design and plans are assumed to be per the approved 2018 permit documents and plans dated March 8, 2018 showing three path sections including “Wood Chip Trail Section”, “Crushed Surfacing Trail Causeway Section”, “Crushed Surfacing Trail Excavated Section”, and “Boardwalk Section”. These sections will be reevaluated and confirmed with City staff, with the potential of making minor revisions within the limits of the approved permits.
- Geotechnical Investigation – It is assumed that geotechnical investigation and design is not required and therefore not included. Existing soil record data will be utilized to determine soil conditions for path design.
- Right-of-Way - It is assumed that all improvements can be constructed within the existing rights-of-way (City property), and no additional right-of-way will be required.
- Landscape – Landscape improvements are limited to the area directly adjacent to the trail, with “restoration” work limited to native grasses and groundcover.
- Right-of-Way (City Property) Survey – Right-of-way (City property), Olsen Survey recorded in Book 60 of Surveys, Page 188, Records of Clark County, dated June 2010 to be provided by the City. HHPR will provide additional trail alignment establishment survey and limited topographic survey necessary for trail design and plans.
- Construction Services – Not included with this proposal.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION

1. Project Management

- HHPR shall provide management, coordination, and direction to the team in order to complete the project.
- HHPR shall schedule and administer project team meetings as needed. This will include progress/coordination meetings and document review meetings.

- HHPR shall establish a quality management program, and designate responsibility for review of technical work and other deliverable products.

2. Project Coordination

- HHPR shall organize and hold project meetings with key project team members, as well as representatives from the City of Camas and other agencies as needed.
- HHPR shall coordinate project activities with the City.

TASK 2: SURVEY AND PERMITTED TRAIL ALIGNMENT REESTABLISHMENT

1. Permitted Trail Alignment Research and Identification

- Research project files and coordinate with HHPR land survey staff for prior GIS data (including the Olsen Survey, recorded in Book 60 of Surveys, Page 188, Records of Clark County, dated June 2010). To be used to help reestablish permitted trail alignment in the field.

2. Permitted Trail Alignment Location and Survey

- Coordinate and walk flagged alignment with City staff, including review of potential encroachments.
- HHPR survey crews will work with HHPR natural resource and Archaeological Investigations Northwest, Inc (AINW) archeologist to field located the centerline alignment of the trail as permitted utilizing wood hubs and/or reference iron pins set near the surface with lath to assist with public outreach meetings and bidding.
- Utilizing the right-of-way (City property) survey provided by the City, HHPR Survey crews will search for existing property pins and flag in the field for reference in assisting with City public outreach.

Assumptions:

- Right-of-way and private property survey and monumentation is not included.
- City shall provide prior notice to property owners prior to the field survey work.
- The existing property corner monuments associated with 8-10 properties in the southeast project area (from NE Everett Street going northwesterly) as identified on the referenced Olsen Survey will be located. If these monuments have been lost or destroyed, wood hubs will be set for reference purposes only. Property corner monuments will not be set and a record of survey will not be recorded.

- Surveying services to include photo documentation of existing conditions (encroachments) along the 8-10 properties in the southeast project area (from NE Everett Street going northwesterly). Photo documentation will not be refined with annotation nor converted to a Legal Exhibit.
- Trail cross sectioning survey is limited to approximately 300 lineal feet of trail area where existing grade conditions may require detailed grading design for future phases of design and bid document preparation.
- AINW services limited to project file research of AINW GIS data and related information in the project files.

TASK 3: PERMITTED TRAIL DESIGN CONFIRMATION, 30% CONCEPT PLANS AND ESTIMATE

1. Permitted Trail Evaluation

- Based on field research and location, evaluate existing permitted design, sections and applications to confirm design.
- Based on the field visit investigation with City staff, two to three concepts for private property screening or trail buffering treatment will be develop for the conditions along the 8-10 properties in the southeast project area (from NE Everett Street going northwesterly).
- Develop trail design refinements based on field investigation and survey Task 2 and discussion with City Staff in the field.
- Meet with City Staff to discuss and present potential design changes and plan refinements, and potential construction phasing.

2. Private Property Trail Screening /Buffer Exhibits

- Based on the City's comments and direction, HHPR shall prepare concept exhibits (perspectives and details) for 2-3 treatments to screen / buffer the trail from the properties located in the southeast area of the project. These concepts could include planting, fencing, or other screening treatments. These exhibits are intended to be utilized by the City with the public outreach process.

3. 30% Concept Plans

- Based on the City's comments and direction, HHPR shall refine the permitted trail design and prepare the preliminary 30% plans including trail layout, trail sections, boardwalk details, information kiosk concepts, signing concepts, and drainage improvements.

Deliverables:

- Title and General Notes Sheets: include an index listing of the plan sheets, and a Project vicinity map showing the project limits (1 sheet).
- Trail Plan Sheets: Approx. three (3) plan sheets at 1" =50'.
- Trail Boardwalk Sheets: Includes refinements to permitted two (2) plan sheets.
- Trail Signage and Kiosk Concept Sheet: One (1) detail sheet.
- Private Property Trail Screening Treatments: One (1) detail sheet with 2 to 3 concepts.
- Trail Section Sheet: Includes refinements to permitted trail section sheet.

4. Preliminary Construction Cost Estimates

- Based on the 30% Concept Plans, develop preliminary construction cost estimates, including potential construction phasing.

Assumptions:

- AINW services limited to advisement on construction methods as the archaeological site locations with the design team and City staff. If alignment changes, additional archaeological survey may be needed. See permitting Task 5.

TASK 4: PERMITTING

1. Clean Water Act Nationwide Permit Reissuance

- HHPR staff will coordinate with US Army Corps of Engineers (USACE) to reissue the Nationwide Permit (NWP) No. 18 (NWS-2018-385), which is valid until March 18, 2022. A letter request will be prepared and submitted to USACE-Seattle District for review and approval.

Assumptions:

- No change in impacts to Waters of the United States (WOTUS) from the original application.
- Original mitigation proposed is still acceptable.
- Definitions of WOTUS for the original application remain applicable.
- A new Joint Aquatic Resources Permit Application (JARPA) or other new documentation is not required, for example a new Endangered Species Act (ESA) analysis is not required by USACE.

PERMITTING CONTINGENCY TASKS

HHPR understands that Tasks 4.2 and 4.3 are contingency tasks that may be rescheduled or delayed depending on the outcome of Task 3.

2. Contingency - Shoreline Application

HHPR staff will prepare a Shoreline Application based on the prior permit documents for the trail project and addressing the revised Camas Shoreline Master Program (adopted February 16, 2021).

Assumptions:

- This application will be processed administratively as a Substantial Development Permit and not a Conditional Use Permit or Shoreline Variance, as was the prior shoreline application for the project.
- No coordination with or additional analysis required by the Washington Department of Ecology or other agencies.
- Original trail design and alignment remains the basis for this application.
- Original mitigation is still appropriate and acceptable.

3. Contingency - Washington State Department of Archaeology and Historic Preservation (DAHP) Permitting

Because the trail design is undergoing a review, it is possible the amount of soil excavation required may increase beyond that previously permitted by DAHP in locations currently identified for "causeway" design.

For this task AINW will update existing permit with modified work plan for turf removal upper two to three inches and native soil below left intact; this is still a monitoring permit. AINW would contact DAHP and offer a revised work plan for monitoring during turf removal. If DAHP agrees that a monitoring permit is appropriate, AINW would submit the revised work plan to DAHP. DAHP would send the revision out to Tribes for review before amending the permit. Note that DAHP may disagree, which would either trigger a full new permit or retain the causeway design.

An estimated fee has been provided, but a more precise cost estimate can be prepared by AINW after the 30% design is finalized.

Assumptions:

- The 30% design does not relocate the trail more than 6 feet of the previously permitted location.

- The existing cultural resource excavation permit (Archaeological Excavation Permit No: 2018-70) has an end date for fieldwork (monitoring) of December 31, 2023.
- Disturbance of native soil below the turf layer (2 to 3 inches) would require a DAHP excavation permit, which would require an excavation plan and an update to the existing monitoring plan. None of this effort is included in this contingency task.
- If state funds are applied for in advance of construction, then coordination with funding agency and Tribes on Executive Order 21-02 documentation (was EO 05-05) is required. An EZ1 form and coordinate with the state agency would be required to confirm they have the correct documents. None of this effort is included in this contingency task.

PROPOSED ESTIMATED FEE BUDGET

Based on the Scope of Services and Assumptions listed above, Harper Houf Peterson Righellis Inc. proposes a service fee budget as summarized below. Refer to the attached "Professional Services Estimate" for a detailed breakdown.

SERVICES SUMMARY FEE ESTIMATE		
	Project Management	\$6,190
	Surveying and Trail Reestablishment	\$47,940
	Permitted Trail Evaluation & Confirmation, 30% Concept Plans and Estimate	\$39,740
	Permitting (without contingency)	\$5,160
	Total Base Services	\$99,030
PERMITTING CONTINGENCY SERVICES FEE ESTIMATE		
4.2	Shoreline Application	\$7,510
4.3	DAHP Permit (Update existing permit with modified work plan for removal of turf, still a monitoring permit)	\$5,880
	Total Contingencies	\$13,390.00
TOTAL ESTIMATED FEE BUDGET (w/ contingencies)		\$112,420.00



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. P1007

CROWN PARK – ALL PARK IMPROVEMENTS

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **GreenWorks, PC**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **Crown Park – All Park Improvements**.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **March 31, 2023**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$112,503.46** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "A"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent

contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe

any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.
16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Trang Lam
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7037
 FX: 360-834-1535
 EMAIL: tlam@cityofcamas.us
- Notices to Consultant shall be sent to the following address:
 Ben Johnson
 GreenWorks, PC
 110 SE Main Street, Suite 100
 Portland, OR 97214
 PH: 971-634-0506
 EMAIL: benj@greenworkspc.com
21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative,

null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibtrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

GREENWORKS, PC:
Authorized Representative

By _____

By Paul D Agrimis

Print Name _____

Print Name Paul D Agrimis

Title _____

Title Principal

Date 10 Feb 2022

EXHIBIT "A"
SCOPE OF SERVICES



January 24, 2021

Trang Lam
Parks and Recreation Director
City of Camas

Re: **Crown Park – All Park Improvements**
Landscape Architectural Services Proposal

Dear Trang,

Thank you for the opportunity to continue working with the City of Camas. This project includes construction documentation for all the elements in the 2018 Crown Park Master Plan. We have put the following proposal together based on our knowledge of the project and conversations with you and Steve Wall, the City Public Works Director. The following is the consultant team assembled to perform the work:

GreenWorks Consultant Team:

GreenWorks (GW): Prime Consultant and Landscape Architecture

Wallis Engineering (WE): Civil Engineering, Cost Estimating

Water Technology, Inc. (WTI): Transportation Engineering

R&W Engineering (R&W): Electrical and Lighting Design

Morgan Holen (MH): Consulting Arborist

KC Development (KCD): Surveying

GRI: Geotechnical Engineering

We make the following proposal for your consideration and acceptance:

PROPOSED SCOPE OF SERVICES

TASK 1 DESIGN DEVELOPMENT

1.1 Kickoff Meeting / Site Visit

Attend a site visit with the Client to review discuss project goals and process.

1.2 Value Engineering Round 1:

Review cost estimate and elements of the park to determine cost savings prior to design.

1.3 Info Gather / Background Review:

Gather and review background information relevant to the project and prepare existing conditions drawing using the updated survey for subsequent design efforts.

Crown Park – All Park Improvements

City of Camas

1.4 Tree Assessment

The project arborist, Morgan Holen, will do an on-site review of the current conditions of the existing trees and update the tree table that was prepared to support the 2018 Master Plan.

1.5 Prepare for Public Meeting

Prepare graphic materials and presentation for public meeting including updated rendered plans and enlargements and precedent images. We assume the community engagement will be more focused on themes and materials of the playground and splashpad.

1.6 Attend Public Meeting

Attend virtual public meeting to present the design and focuses materials of the playground and splashpad.

1.7 Refine Design

Based on feedback from the City, public meeting, and updated Tree Assessment, GreenWorks will refine the design in preparation for the 30% Design Set. The deliverable will include an updated site plan showing all the desired elements of the 2018 Master Plan.

1.8 30% Design Set

Prepare a set of 30% Design Drawings that advance the elements of the 2018 Master Plan. Drawings will be prepared in AutoCAD and provided as PDFs for City review. Plans included in the 30% Set and listed below.

1.9 30% Cost Estimate

Provide preliminary opinion of probable construction cost that includes material and labor costs associated with the proposed design elements within our scope of work.

1.10 Value Engineering Round 2:

Review cost estimate and elements of the park to determine cost savings after completing the 30% Design.

1.11 Parks and Recreation Advisory Meeting

Meet with Camas Parks and Recreation Advisory Committee to review the design and discuss project goals.

1.12 Design Team Meetings (2)

Meet virtually with the Design Team to review design direction and coordinate deliverables.

1.13 Client Meetings (3)

Meet virtually with the City Staff during the process to review progress.

1.14 Project Coordination

This task includes general project coordination time for phone calls, emails, and project management throughout the duration of Task #1.

Task 1 Deliverables: Updated Survey, Updated MP Cost Estimate, Tree Assessment, Plan Rendering (Updated Design), 30% Design Set, Cost Estimate, Value Engineering Memo at pre-design and 30%

30% Design Set to Include: Cover Sheet, Existing Conditions Plan, Demolition Plan, Site Plan, Plan Enlargements (), Schematic Grading Plan, Schematic Civil Utilities Plan, Schematic Electrical and Lighting Plan, Product Cut Sheets

TASK 2 SITE SURVEY

2.1 Update Site Survey

KC Development shall conduct field work and input data into the existing survey prepared for the 2018 Crown Park Survey.

Crown Park – All Park Improvements
City of Camas

CONTINGENCY TASKS

TASK 3 GEOTECHNICAL INVESTIGATION

3.1 Geotechnical Investigation

GRI will subcontract drilling for (5) borings and (5) infiltration rate pits. GRI shall prepare a Geotechnical Report that characterizes the soil conditions and recommendations for pavement sections for pathways, slabs, and stormwater facilities.

Assumptions

1. Code development research will help inform the basis of work, but it is not a guarantee that the reviewing agency or agencies will interpret the development requirements with the same outcome.
2. Structural engineering necessary for design of walls, trellises, fences, and other landscape features is not included in this scope of work. All structures are assumed to be prefabricated and any stamped structural plans and calculations will be prepared by the fabricator.
3. Signage and wayfinding design are not included in this scope of work but could be added for additional services and fees.
4. This scope of work does not include construction documentation, permitting, bidding, or construction support. Those services may be added to the contract after Design Development.
5. GreenWorks, P.C. shall render its services as expeditiously as is consistent with professional skill and care.
6. Construction Administration is not part of this scope of work but could be added for additional services and fees.

TERMS OF AGREEMENT

Fee Schedule

Professional fees for the scope of work are as follows:

Task 1 Design Development	\$ 96,303
Task 2 Site Survey	<u>\$ 2,000</u>
TOTAL BASE FEE	\$98,303

This total fee of **\$98,303** will be billed monthly on a time and materials (T&M) basis, not to exceed the total fee stated above, and includes reimbursable expenses.

Contingency Tasks:	
Task 4 Geotechnical Investigation	\$14,200

Future Tasks:	
Construction Documents	\$221,965
Permitting and Bidding Assistance	<u>\$ 23,057</u>
TOTAL FUTURE FEE	\$245,022
<i>When the base contract is complete, we will negotiate scope and fees for future work based on the outcome of value engineering so the fees reflect any significant changes to the scope of the improvements to be documented.</i>	

Crown Park – All Park Improvements
City of Camas

Hourly Rates

This proposal is based upon the hourly rates outlined below for the current calendar year. If this proposal is accepted or work begun in the following calendar year, our fees will be revised to incorporate the billing rates then in effect. If work continues into subsequent calendar years, we reserve the right to revise and update our fees.

Principal / Technical Director	\$180.00
Landscape Architect III.....	\$140.00
Landscape Architect II.....	\$130.00
Landscape Architect I.....	\$120.00
Landscape Designer III	\$115.00
Landscape Designer II	\$100.00
Clerical / Administrative.....	\$115.00

Reimbursable Expenses

Project expenses such as mileage, delivery services, printing and reproductions, supplies, and communication will be billed at cost.

Payment

Invoices are payable upon receipt, and Client shall not back charge or withhold payment from Landscape Architect for any charges, costs or expenses without Landscape Architect's specific written consent. Invoices not paid within twenty (20) days are delinquent and shall bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount allowed by law, whichever is less, until paid. In addition, Client shall pay Landscape Architect's reasonable costs incurred in collection of any delinquent amounts, including attorney fees and costs of preparing and filing liens, regardless of whether suit or action is instituted.

Additional Work

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect. Fees for additional work, beyond the scope of work as outlined in this agreement, will be invoiced as provided above, or according to our regular rates in effect at the time. We will notify you before performing additional services. We will notify Client before performing any additional work.

Plan Processing

GreenWorks, P.C. will not be responsible for submittals to City or County agencies. GreenWorks, P.C. will cooperate with the person responsible for obtaining required permits.

Construction

It is understood that we have not been retained or compensated to provide design and construction observation services relating to the methods of operation and/or safety precautions of any construction contractor or subcontractor who may work on the project.

Contract Time Limit

Client accepts this Contract by returning this Proposal signed below to Landscape Architect or by accepting any part of Landscape Architect's performance under this Proposal. Upon acceptance, Client agrees to be bound by the Terms and Conditions printed above. If acceptance fails to occur within 90 days of the date above, this Proposal will be void unless accepted by Landscape Architect.

If this proposal meets with your approval, kindly return one signed copy to our office.

Sincerely,



Ben Johnson, PLA, ASLA

GreenWorks, P.C.

503-222-5612 | beni@greenworkspc.com

GREENWORKS, PC • LANDSCAPE ARCHITECTURE • ENVIRONMENTAL DESIGN

110 SE Main Street, Suite 100, Portland, OR 97214 • 503 222 5612

People + Nature by Design™ • www.greenworkspc.com

EXHIBIT "B"
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project No. T1039

Sierra Street Pavement and ADA Improvements

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Harper Houf Peterson Righellis, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Sierra Street Pavement and ADA Improvements**.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **September 30, 2022** unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed **\$114,315**, under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "B"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "B"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. No Limitation. Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private

agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 James Hodges
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7234
 FX: 360-834-1535
 EMAIL: jhodes@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Kelly Bachelder, PE
 Harper Houf Peterson Righellis, Inc.
 1220 Main Street, Suite 150
 Vancouver, Washington 98660
 PH: 360-750-1131
 EMAIL: KellyB@hhpr.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

HARPER HOUF PETERSON RIGHELLIS:
Authorized Representative

By _____

DocuSigned by:
Bruce Haunreiter
12698A1132DC4F1...

Print Name _____

Print Name **Bruce Haunreiter**

Title _____

Title **Principal**

Date **2/8/2022**

EXHIBIT "A"
SCOPE OF SERVICES

Scope of Work

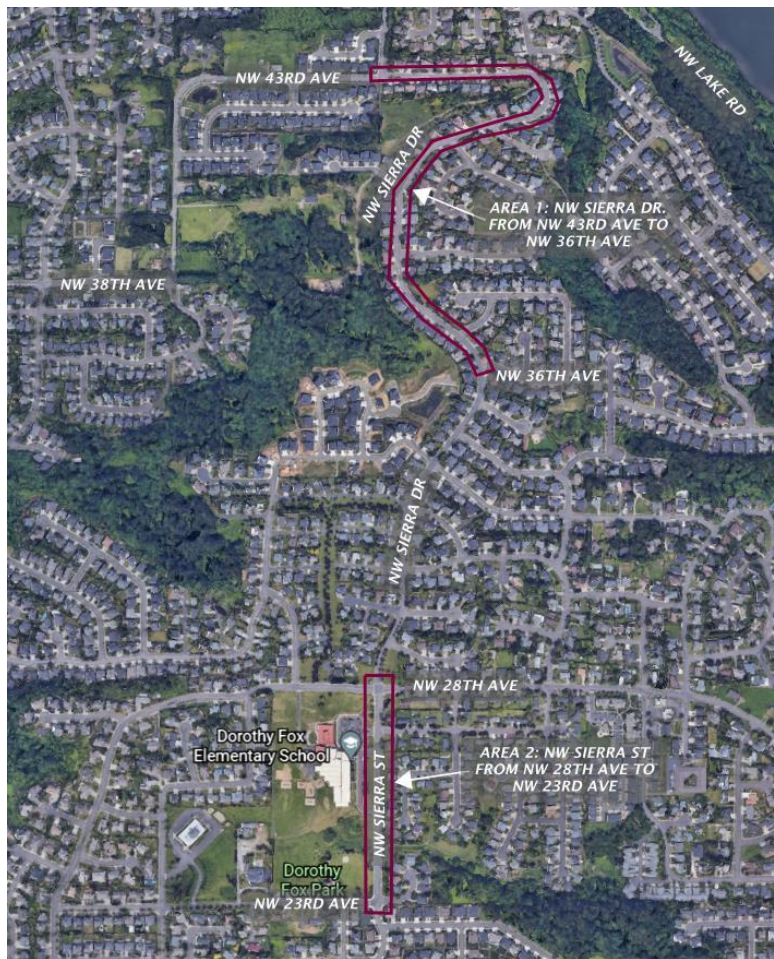
Survey and Engineering Services for NW Sierra Drive – Pavement and ADA Improvements

January 28, 2022

The existing NW Sierra Drive between NW 43rd Avenue to NW 36th Avenue NW 28th Avenue and NW 23rd Avenue has a number of areas where the existing subgrade has failed as evidenced by larger sections with severely “alligatored” pavement and pumping during periods of high rainfall.

Scope of Work

The Consultant will provide the surveying, civil engineering, and geotechnical services for the subject project. The services shall include project site survey, design, and plan preparation for pavement repair and curb ramp retrofits within the two areas shown below:



Project Description

The project site includes up to 18 curb ramp retrofit locations and approximately 4,776 LF of roadway repair. The following tasks are proposed:

Project Tasks

Task A: Project Management

This item includes the management, coordination, and meetings necessary to successfully complete the project as follows:

1. Coordinate with City staff to discuss the design approach for pavement design, ramp retrofit design, Maximum Extent Feasible (MEF) documents and plan preparation. Other items discussed will be design standards, review/approval process, utilities and other affected agencies, and miscellaneous project issues.
2. Meet with City for the survey work and review of the ramp layouts, 60% PS&E and 99% PS&E submittals to discuss the review comments and potential revisions.

Task A - Assumptions

- *Up to three coordination / review meetings with the City are included.*
- *The majority of the coordination with the City is assumed to be completed through email or teleconferencing.*

Task B: Geotechnical Services

Columbia West Engineering (CWE) will provide the following geotechnical consulting services for the project:

Geotechnical Field Investigation:

1. Approximately one day of project engineer or geologist time to conduct physical and visual reconnaissance, assess existing conditions and document observations.
2. Subsurface exploration consisting of asphalt cores, measuring thickness of base aggregate and soil boring will be directed and overseen by a Columbia West geologist or staff engineer. Subsurface exploration locations will be based upon pavement conditions observed at the surface and will be selected to provide a representative assessment of site conditions. Soils will be classified and representative samples will be collected for submittal for laboratory analysis.

Right of Way Permit Acquisition:

Columbia West will prepare a Right of Way permit and submit for review and approval by the City of Camas. A traffic control plan will be submitted in conjunction with the Right of Way permit:

1. Columbia West will submit documentation for work conducted within NW Sierra Drive.

Subcontractor Drilling Services:

1. Subsurface drilling services will be provided by Columbia West via direct subcontract. Exploration services will include a trailer-mounted drill rig, operators, and mobilization to and from the site. Please note that exploration will necessarily result in disturbance of asphalt and site soils. Columbia West will attempt to limit disturbance, but some should be expected.

2. Public utility locates will be conducted prior to exploration. Columbia West is not responsible for damage to utilities if they are not called out or clearly marked.

Subcontractor Traffic Control Services:

1. Traffic control services will be provided by Columbia West via direct subcontract. Services will include submission of a traffic control plan for permitting purposes and providing traffic control personnel onsite during subsurface exploration activity.

Engineering Calculations and Design Recommendations:

1. Evaluate existing pavement conditions based upon measured thicknesses at exploration locations;
2. Recommendations will be prepared for subgrade drainage and mitigation;
3. Material recommendations for base aggregate, repair, and hot mix asphalt;
4. Compaction recommendations and lift thickness recommendations;
5. Pavement Overlay recommendations in select locations.

Laboratory Analysis:

1. Representative samples will be collected from relevant soil horizons for submittal for laboratory analysis. Selected laboratory analyses will be conducted to assess soil index properties and classification characteristics. Tests may include, but may not be limited to, gradation, plasticity, California Bearing Ratio, and soil classification.

Geotechnical Report Preparation:

Columbia West will prepare a geotechnical site investigation report. The report will include:

1. Project description, soil index properties, regional geology, soil conditions, and groundwater conditions;
2. Results of pavement evaluation at explored locations;
3. General recommendations for distressed pavement mitigation along the project alignment;
4. Engineering analysis and design recommendations described above in Engineering Calculations and Design Recommendations.

Task B - Assumptions

- *Subsurface explorations will result in surface disturbance. Columbia West will attempt to limit disturbance, but some should be expected. Exploration locations will be backfilled and the surface patched with asphalt.*
- *Right of Way Permit acquisition will require contractor license and proof of insurance by all subcontractors, a standard traffic control plan and certified traffic control flaggers.*

Task C: Project Survey

Land Survey Scope of Services

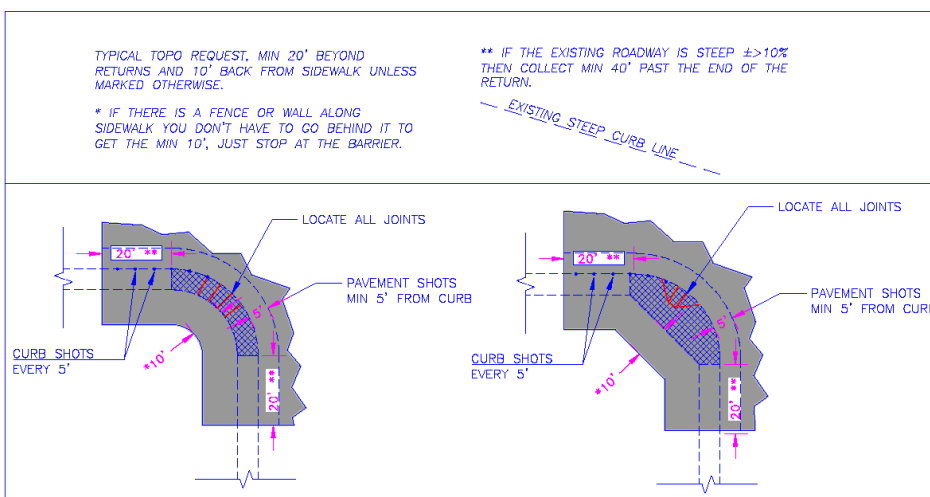
The City of Camas requires surveying services for the NW Sierra Drive Pavement and ADA Improvement Project. The survey services include preparation of existing conditions base maps of intersections for sections of NW Sierra Drive, and the calculation of the road right-of-way limits. Following is a list of tasks to be completed.

Topographic Design Survey:

1. All field work to complete a topographic survey of all four corners of an intersection and the roadway. Limits of Design Topographic Survey to be determined by the client and engineer.
2. All field work to complete a topographic survey of the area of existing site conditions including spot elevations no more than 25 feet apart, structures, driveways, and any other visible improvements.
3. Ramps will be surveyed in detail as shown below in the Typical Survey Request for ADA Ramp Designs.
4. Survey information to include utilities disclosed by a disclosed by a private utility locate and all existing visible above ground improvements and grades as needed to prepare a 1 foot contour interval base map.
5. Review provided existing utility as-built drawings and plot (as available) on survey.
6. Locate the next connecting utility structure outside of the topo limits where applicable.
7. Locate trees 6 inches and greater in DBH. Trees to be identified as coniferous or deciduous.
8. Cross-section streets on 25-foot intervals.
9. Prepare electronic topographic survey base map and pdf existing conditions plan.
10. Deliverables to include: AutoCAD 2020 C3D DWG file and PDF.

Ramp Survey Requirement Example -

TYPICAL SURVEY REQUEST FOR ADA RAMP DESIGNS



Boundary Survey

1. Research and evaluate County Surveyor's Office records and provided deeds/records
2. All field and office work to recover the existing survey monumentation from previous surveys on this property and adjoining properties and calculate the boundaries of the right-of-way.
3. Check above ground, visible improvements along the exterior boundaries for any possible encroachments and consult with owner regarding potential problems.

Topographic Survey Locations:

1. NW Sierra Street and NW 43rd Avenue
2. NW Sierra Drive and NW 41st Circle
3. NW Sierra Drive and NW 40th Avenue
4. NW Sierra Drive and NW 40th Avenue
5. NW Sierra Drive and NW 38th Avenue
6. NW Sierra Drive and NW Park Lane
7. NW Sierra Drive and NW 36th Avenue
8. NW Sierra Drive and NW 28th Avenue
9. NW Sierra Drive at Dorothy Fox Park Crosswalk
10. NW Sierra Drive and NW 23rd Avenue

Task C - Assumptions

- *Topographic Survey and Boundary Survey will be completed simultaneously.*
- *It is assumed that the site is accessible.*
- *The Vertical Datum will be the Clark County Vertical Datum.*
- *No property corner monuments will be set, and record of survey will not be filed with Clark County.*

General Notes and Assumptions:

1. *All pertinent right of way documents, easements, street design/as-built plans, etc. in the possession of the client will be provided to surveyor prior to start of work.*
2. *Requests for additional information during the course of the project which require additional field work, computations or drafting will be billed at our current hourly rates and will be in addition to the price shown herein for the original scope of work.*
3. *Client to pay all related agency fees or reimbursement expenses.*

Task D: Ramp and Roadway Design/Plans

1. Visit the project site areas to review conditions and layouts of the ramps and roadway.
2. Based on the geotechnical report, HHPR will design and prepare preliminary street improvement plans and submit to the City for review. Street improvement plans will consist mainly of aerial and GIS data as the entire roadway will not be surveyed for budget concerns.
3. Based on City comments, HHPR will prepare the street improvement plans and submit 60% and 99% plans to the City for review.
4. Design demolition/site and ramp grading plans, and details for each ramp; and submit 60% and 99% plans to City for review.

5. Design roadway paving, striping and signage plans and submit 60% and 99% plans to the City for review.
6. Prepare Technical Specifications (Special Provisions) for submittal with the 60%, 99%, and Final documents.
7. Prepare Construction Cost Estimate for submittal with the 60%, 99%, and Final documents including summary breakdown of quantities for each ramp location with the Final document submittal.
8. Attend one full day meeting after the 60% submittal to review the ramp designs at the individual ramp retrofit locations. The Consultant Project Manager and Design Engineer along with key City personnel are to attend.
9. Based on City review comments; revise the 99% PS&E documents and prepare and submit final plans for bidding.
10. As determined with final design and plans, prepare the "Maximum Extent Feasible" (MEF) documents for ramps with elements not meeting ADA standards. MEF document to include stamp feasibility statement cover sheet, project description and existing condition sheet; ramp location summary sheet; plan sheets showing elements that do not meet ADA, along with explanations as to why elements cannot meet ADA requirements.

Task D - Assumptions

- *For the purposes of this scope and fee, the following intersections were identified for ramp upgrades (by the City):*
 - *23RD Avenue – 1 corner (3 corners meet ADA standards)*
 - *Path Connection – 2 curb ramps total*
 - *S. School entrance – not identified as requiring ramp upgrades per City*
 - *27th Avenue / N. School entrance – not identified as requiring ramp upgrades per City*
 - *28th Avenue – 4 corners, 8 ramps total*
 - *38th Avenue – not identified as requiring ramp upgrades per City*
 - *40th Avenue S – 1 ramp at east curbline to complete crossing, the other ramps at this intersection not identified as requiring ramp upgrades per City*
 - *40th Avenue N – 2 corners, 2 curb ramps total and one MEF memo*
 - *41st Circle – 2 corners, 2 curb ramps total and one MEF memo*
 - *43rd Avenue – 2 corners, 2 curb ramps total and one MEF memo*
- *HHPR to provide all topographic survey and supply existing conditions mapping and ground surface using AutoCAD Civil3D.*
- *Three plan submittals included: 1) 60% 2) 99% and 3) Finals (for bidding).*

- *In addition to the street and ramp design sheets, the plan set shall include:*
 - *Cover Sheet*
 - *Index Sheet*
 - *Legend and General Notes Sheet*
 - *Right of Way, Existing Conditions and Monumentation Sheets*
 - *Erosion Control Plans and Detail Sheets*
 - *Roadway Plans and Detail Sheets (will include signing and striping as necessary)*
 - *Location Map Sheet*
 - *Curb Ramps Detail Sheets*
- *For the 60%, 99% and Final plans, each plan sheet to show one ramp return location with the information as shown on the example on the following page. The scale of the plans will be either 1"=10' and/or 1"=5'. The street improvement sheets will be 1" = 20'.*
- *Technical Specifications will address project specific elements of the project and shall be based on recent specifications provided by the City for similar type projects.*
- *Cost estimate to be based on current bid tabs provided by the City and researched information from other local agencies.*
- *For fee estimating purposes, it is assumed that MEF documents will be required for approximately 3 ramp locations.*
- *Site visit for 60% plan review assume to be one day (8 hours) total for the project area.*

Task E: Design Services During Bidding and Construction

1. Assist City with addressing questions during bidding and prepare up to one addendum as directed by the City.
2. Assist City with design clarification or construction issues as requested by City Project Manager.

PROJECT ASSUMPTIONS

As requested by the City, services noted as exclusions below may be added as additional services. Refer to "Task Assumptions" noted above for additional assumptions.

1. Right of Way, Existing Conditions and Monumentation Sheets to be included in the plan set provided by the Consultant.
2. Design of street crossing assumed not required, and therefore not included.
3. Retaining wall design assumed not required, and therefore not included.
4. Storm drainage design assumed not required and therefore not included; however, vertical adjustments to drainage structure located within the ramp improvement areas will be included in the design.
5. Based on recent specifications provided by the City the Consultant shall prepare Specification Special Provisions (Div. 2 – Div. 9).
6. All public outreach efforts will be undertaken by city staff.
7. It is assumed that no easement or right of way acquisition will be required.
8. Preparation of as-builts not included within this proposal. As-builts can be prepared if required for an additional fee.
9. Consultant will identify utility conflicts and City staff will coordinate with utilities and other agencies.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Compensation

Based on the fee proposals below, HHPR proposes that the total amount of the billings for this scope of work shall not exceed **\$114,315**. HHPR will not exceed this amount without prior written authorization and shall inform the City of any potential budget changes immediately.

Geotechnical Fee

Task	Total
Geotechnical Field Investigation	\$2,220
Right of Way Permit Acquisition	\$400
Subcontractor Drilling Services	\$2,200
Subcontractor Traffic Control Services	\$1,725
Engineering Calculations and Design Recommendations	\$2,530
Laboratory Analysis	\$1,250
Geotechnical Report Preparation	\$2,120
	\$12,445

Survey Fee

Task	Survey Mgr.	Project Surv.	Survey Tech.	Survey Crew Chief	Instrument Person	Total
Project Management	4					\$780
Research		2	10			\$1,640
Control Surveying		4	10	10	10	\$4,230
R/W Surveying		20	20	10	10	\$8,250
Topo and Base Map Survey		10	80	80	80	\$30,100
Total Hours	4	36	120	100	100	\$45,000
Rate	\$195.00	\$170.00	\$130.00	\$130.00	\$95.00	

Civil Engineering Fee

Task	Project Mgr.	Civil Engr.	Civil Des.	CAD	Project Engr. (QC)	Clerical	Total
Project Management	10					1	\$2,255
Roadway Design & Plans	6	10	20	20	2		\$8,530
ADA Design & Plans	12	60	60	60	4		\$28,860
Tech. Specs.	24				2	1	\$5,655
Project Est.	4	2	4	7.5	1	1	\$2,950
Site Visits	4	4					\$1,520
“MEF” memorandums	4	4			2	1	\$2,015
Bidding and Construction	15	10				2	\$5,085
Total Hours	79	90	84	87.5	11	6	\$56,870
Rate	\$215.00	\$165.00	\$140.00	\$120.00	\$195.00	\$105.00	

**EXHIBIT “C”
TITLE VI ASSURANCES**

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The

CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



Staff Report – Consent Agenda

February 22, 2022, Council Regular Meeting

Final Plat Approval for Greystone Subdivision (Submitted by Madeline Sutherland, Planner)

Phone	Email
360.817.1568	msutherland@cityofcamas.us

SUMMARY: Greystone Subdivision consists of 12 lots and is located at 223 NW 43rd Avenue. The Hearings Examiner issued the Final Order September 28, 2018, and the Final Order for Reconsideration on October 23, 2018. The agenda item includes the final plat of the development.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? To record a plat that was approved by the Hearing Examiner.

What’s the data? What does the data tell us? N/A

How have communities been engaged? Are there opportunities to expand engagement? Yes, there was a public hearing for the subdivision which was noticed legally.

Who will benefit from, or be burdened by this agenda item? The property owner will benefit by having legal lots of record to develop, which is their legal right.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? Public infrastructure built meets ADA standards.

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? The development of this site fell under the review of the Camas Municipal Code and adopted comprehensive plan policies.

BUDGET IMPACT: Revenues will be generated from building permits issued for the new 12 lots.

RECOMMENDATION: Staff recommends that council approve the final plat for Greystone Subdivision.



Staff Report
Greystone Subdivision Final Plat

File No. FP21-05
 (Related Files: SUB18-01)

TO: Mayor Hogan
 City Council

FROM: Madeline Sutherland, Planner

LOCATION: 2223 NW 43rd Ave, Parcel No. 177887000

OWNER: Jaima Johnson
 655 W Columbia Way #200
 Vancouver, WA 98660

APPLICABLE LAW: The final plat application was submitted on July 29, 2021, and the applicable codes are those codes that were in effect at the date of application. Camas Municipal Code Chapters (CMC): Title 18 Zoning (not exclusively): CMC Chapter 17.21 Procedures for Public Improvements; and CMC Chapter 18.55 Administration and Procedures; and RCW Chapter 58.17.

BACKGROUND INFORMATION

Lots: 12 residential lots.

Total Area: 3.48 acres

The City issued land use approval with a formal decision on September 28, 2018.

The applicant has submitted for a final plat approval with most of the on-site and off-site improvements are done, and the applicant is proposing to bond for the remaining items, as per Camas Municipal Code section 17.21.040

Staff has reviewed the final plat drawings, lot closures, CC&R's, and all other associated final platting documents including the bonding.

Final Plat Criteria for Approval (CMC 17.21.060-C)

1. That the proposed final plat bears the required certificates and statements of approval; **Complies**
2. That the title insurance report furnished by the developer/owner confirms the title of the land, and the proposed subdivision is vested in the name of the owner(s) whose signature(s) appears on the plat certificate; **Complies**
3. That the facilities and improvements required to be provided by the developer/owner have been completed or, alternatively, that the developer/owner has submitted with the proposed final plat an improvement bond or other security in conformance with CMC 17.21.040; **Bonding Complies**
4. That the plat is certified as accurate by the land surveyor responsible for the plat; **Complies**
5. That the plat is in substantial conformance with the approved preliminary plat; and **Complies**

6. That the plat meets the requirements of Chapter 58.17 RCW and other applicable state and local laws which were in effect at the time of preliminary plat approval. **Complies**

Findings: The submitted plat meets the requirements of CMC 17.21.060-C, is consistent with the applicable conditions of approval, and with the applicable state and local regulations.

Recommendation

Staff recommends that Council approve the final plat for Greystone Subdivision.

GREYSTONE SUBDIVISION

CITY FILE NUMBER: SUB18-01

LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON

SEPTEMBER 2021

INDEX:

SHEET 1: SIGNATURE BLOCKS, DEDICATION, ACKNOWLEDGEMENT, NARRATIVE, PLAT NOTES, PERIMETER DESCRIPTION, SECTION 34 EXHIBIT MAP
SHEET 2: PLAT MAP, LEGEND, EASEMENTS, DETAILS, LINE AND CURVE TABLES

NARRATIVE:
THE PURPOSE OF THIS SURVEY IS TO SUBDIVIDE ALL OF THAT TRACT OF LAND RECORDED IN AUDITOR'S FILE NUMBER 5824151, CLARK COUNTY DEED RECORDS. THIS SUBDIVISION WAS PRELIMINARILY APPROVED UNDER CITY OF CAMAS FILE #PB18-01.

CITY OF CAMAS MAYOR:

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF CAMAS, COUNTY OF CLARK, STATE OF WASHINGTON, THIS _____ DAY OF _____, 20____.

MAYOR, CITY OF CAMAS

ATTESTED BY:
CITY CLERK

CITY OF CAMAS PUBLIC WORKS DEPARTMENT:

ALL IMPROVEMENTS HAVE BEEN INSTALLED OR FINANCIALLY SECURED FOR FINANCIAL SECURITY OF THE CITY OF CAMAS, COUNTY OF CLARK, STATE OF WASHINGTON, DULY COMMISSIONED.

ALL IMPROVEMENTS CAN BE MADE BY THE CITY OF CAMAS, COUNTY OF CLARK, STATE OF WASHINGTON, DULY COMMISSIONED.

ORIGINAL AND REPRODUCIBLE MYLAR OR ELECTRONIC RECORDS IN A FORMAT APPROVED BY THE PUBLIC WORKS DIRECTOR OR DESIGNEE AND CERTIFIED BY THE DESIGNING ENGINEER AS BEING "AS CONSTRUCTED" HAVE BEEN SUBMITTED TO FINANCIAL SECURITY FOR CITY RECORDS.

CITY ENGINEER

CITY OF CAMAS FINANCE DIRECTOR:

THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND THAT ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY THAT IS DEDICATED AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE ARE PAID IN FULL AT THE DATE OF CERTIFICATION.

FINANCE DIRECTOR

CITY OF CAMAS COMMUNITY DEVELOPMENT DIRECTOR:

COMMUNITY DEVELOPMENT DIRECTOR

CAMAS-WASHOUGAL FIRE DEPARTMENT:

CAMAS-WASHOUGAL FIRE CHIEF OR DESIGNEE

DECLARANT DECLARATION:

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARES THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED "GREYSTONE SUBDIVISION," A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT. SAID DEED SHALL MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR "GREYSTONE SUBDIVISION," RECORDED UNDER _____.

CLARK COUNTY RECORDING NO. _____

BY:

SIGNED: _____

TITLE: _____

DATE: _____

ACKNOWLEDGEMENT:

STATE OF WASHINGTON) SS.

COUNTY OF CLARK)

ON THIS DAY _____ OF _____, 2022, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SHOWN, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE _____ OF _____, THE ENTITY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID ENTITY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON SAID DATED _____, I/WAS/AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF THE SAID ENTITY.

WITNESS MY HAND AND SEAL HERETO AFFIXED THE DAY AND YEAR IN THE CERTIFICATE ABOVE WRITTEN.

SIGNATURE OF NOTARY PUBLIC

NAME PRINTED _____

RESIDING AT _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE:

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE RECORDING ACT AT THE REQUEST OF _____, INC. IN JULY 2021.

REGAN T. SCHALL, PROFESSIONAL LAND SURVEYOR, PLS # 54471, DATE: _____

CLARK COUNTY ASSESSOR:

THIS PLAT MEETS THE REQUIREMENTS OF RCW 58.17(1)(L), LAWS OF WASHINGTON, 1981, TO BE KNOWN AS "GREYSTONE SUBDIVISION."

PLAT NO. _____, CLARK COUNTY, WASHINGTON.

COUNTY ASSESSOR _____ DATE: _____

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ AM, IN BOOK _____ OF PLATS, PAGE _____.

CLARK COUNTY AUDITOR _____

AUDITOR'S FILE NUMBER _____

THIS PLAT IS SUBJECT TO A CONSERVATION COVENANT AS DEFINED IN AUDITOR'S FILE NUMBER _____.

GENERAL NOTES:

- 1) ALL STREET RIGHT-OF-WAYS SHALL BE DEDICATED TO THE CITY OF CAMAS.
- 2) TRACT "C" IS A PRIVATE STORMWATER FACILITY TO BE OWNED AND MAINTAINED BY THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
- 3) THE CITY OF CAMAS IS GRANTED A STORMWATER ACCESS AND INSPECTION EASEMENT FOR TRACT C OVER ITS ENTIRETY WITH THIS PLAT.
- 4) TRACTS D AND E ARE OPEN SPACES TO BE OWNED AND MAINTAINED BY THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
- 5) LOTS 1-5 AND TRACT B DOES HEREBY GRANT A 5 FOOT WIDE STREET TREE EASEMENT AS SHOWN ON SHEET 2 OF THIS PLAT FOR THE BENEFIT OF THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
- 6) LOT 3 DOES HEREBY GRANT A PRIVATE STORM DRAINAGE EASEMENT WITH THIS PLAT TO THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION ACROSS THE WESTERLY 3 FEET (AS SHOWN ON SHEET 2) FOR ACCESS, MAINTENANCE, AND INSPECTION PURPOSES.
- 7) LOT 4 DOES HEREBY GRANT A PRIVATE STORM DRAINAGE EASEMENT WITH THIS PLAT TO THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION ACROSS THE WESTERLY 3 FEET (AS SHOWN ON SHEET 2) FOR ACCESS, MAINTENANCE, AND INSPECTION PURPOSES.
- 8) LOTS 4, 9-12, TRACT A AND TRACT B ARE SUBJECT TO A RIGHT-OF-WAY EASEMENT AS SHOWN ON SHEET 3 OF THIS PLAT. THIS AREA SHALL BE CLEAR OF ALL OBSTRUCTIONS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, FENCES, STRUCTURES, AND FAITH ITEMS BETWEEN THE RIGHTS OF WAYS (A) AND (B) AND SHOWN (7) FEET ABOVE SIDEWALK GRADE. RIGHT DISTANCE AREAS ARE TO BE MAINTAINED BY THE PROPERTY OWNER.
- 9) LOT 8 DOES HEREBY GRANT A 10 FOOT WIDE LANDSCAPE EASEMENT AS SHOWN ON SHEET 2 OF THIS PLAT FOR THE BENEFIT OF THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
- 10) LOT 8 DOES HEREBY GRANT A 14 FOOT WIDE PUBLIC UTILITY EASEMENT AS SHOWN ON SHEET 3 OF THIS PLAT FOR THE BENEFIT OF PUBLIC AND PRIVATE FRANCHISE UTILITIES.
- 11) LOTS 8 AND 9 ARE SUBJECT TO A 20 FOOT WIDE SHARED PRIVATE DRIVEWAY AND ACCESS EASEMENT AS SHOWN ON SHEET 2 FOR THE PURPOSE OF ACCESS/EGRESS AND ACCESS TO MUTUALLY BENEFIT THE OWNERS OF LOTS 8 AND 9.
- 12) LOTS 9 AND TRACT D DO HEREBY GRANT A 6.5 FOOT WIDE PUBLIC PEDESTRIAN EASEMENT AS SHOWN ON SHEET 2 OF THIS PLAT. BUILDINGS AND OTHER STRUCTURES ARE NOT PERMITTED WITHIN PUBLIC OR PRIVATE EASEMENTS.
- 13) TRACT A IS A PUBLIC PARKING SPACE TO BE OWNED AND MAINTAINED BY THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
- 14) LOTS 1-5 HEREBY GRANT A 5 FOOT WIDE SIDEWALK EASEMENT AS SHOWN ON SHEET 2 OF THIS PLAT FOR THE BENEFIT OF THE PUBLIC PEDESTRIAN ACCESS.
- 15) LOTS 1-5 DO HEREBY GRANT A 5' WIDE (LENGTH VARIES) ACCESS, INSPECTION, AND MAINTENANCE EASEMENT TO THE CITY OF CAMAS ACROSS PHYSICAL WATER WETLAND BUFFERS.
- 16) TRACT "B" IS A WETLAND AND WETLAND BUFFER TO BE OWNED AND MAINTAINED BY THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
- 18) A PROTECTIVE COVENANT IS RECORDED OVER TRACT "B" WHICH REQUIRES FUTURE OWNERS TO OBTAIN A WETLAND PERMIT PRIOR TO ENGAGING IN REGULATED ACTIVITIES WITHIN THE WETLAND OR IT'S BUFFER.

CITY REQUIRED NOTES:

- 1) A HOMEOWNERS ASSOCIATION (HOA) WILL BE REQUIRED FOR THIS DEVELOPMENT. COPIES OF THE C.C.&R'S SHALL BE SUBMITTED AND ON FILE WITH THE CITY OF CAMAS.
- 2) NO FURTHER SHORT PLATTING OR SUBDIVIDING WILL BE PERMITTED ONCE THE FINAL PLAT HAS BEEN RECORDED.
- 3) BUILDING PERMITS WILL NOT BE ISSUED BY THE BUILDING DEPARTMENT UNTIL ALL SUBDIVISION IMPROVEMENTS ARE COMPLETED AND FINAL ACCEPTANCE HAS BEEN ISSUED BY THE CITY.
- 4) THE LOTS IN THIS SUBDIVISION ARE SUBJECT TO TRAFFIC IMPACT FEES, SCHOOL IMPACT FEES, FIRE IMPACT FEES AND PARK/OPEN SPACE IMPACT FEES. EACH NEW BUILDING WILL BE SUBJECT TO THE PAYMENT OF APPROPRIATE IMPACT FEES AT THE TIME OF BUILDING PERMIT ISSUANCE.
- 5) THE MAXIMUM LOT COVERAGE SHALL BE 40% UNLESS IT IS A SINGLE-STORY HOME. THEN THE MAXIMUM BUILDING LOT COVERAGE MAY BE UP TO FORTY-FIVE PERCENT TO QUALIFY FOR INCREASED LOT COVERAGE. A SINGLE-STORY HOME CANNOT INCLUDE A GARAGE OR ADDITIONAL LEVELS.
- 6) MINOR DESIGN REVIEW SHALL BE REQUIRED FOR LOTS ADJACENT TO NW 43RD AVENUE (LOTS 8-12). THE SIDES OF BUILDINGS THAT ARE VISIBLE TO NW 43RD AVENUE WILL BE ARTICULATED TO INCLUDE THE LEVEL OF DETAIL, MATERIALS AND COLORS CONSISTENT WITH A FRONT FACADE. BLANK WALLS ARE NOT ACCEPTABLE.
- 7) TRACT B IS DEDICATED TO THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION AS A CRITICAL AREA TRACT AND SHALL REMAIN IN ITS NATURAL STATE AND MAINTAINED AS RECOMMENDED IN THE FINAL CRITICAL AREA REPORT (DATED JUNE 2019). ANY MODIFICATIONS TO THIS TRACT MUST BE APPROVED BY THE CITY. FENCING AND SIGNAGE MUST BE MAINTAINED IN PERPETUITY.
- 8) PROVISIONS FOR PARKING ENFORCEMENT MUST BE POSTED ON THE STREET, AND THE DEVELOPMENT MUST MAINTAIN CLEARANCE FOR FIRST RESPONDERS. THE CITY IS NOT RESPONSIBLE FOR TOWING OF VEHICLES ON PRIVATE STREETS.
- 9) AUTOMATIC FIRE SPRINKLER SYSTEMS DESIGNED AND INSTALLED IN ACCORDANCE WITH NFPA 130 ARE REQUIRED IN ALL STRUCTURES.
- 10) ALL COSTS ASSOCIATED WITH THE INSTALLATION OF INDIVIDUAL STEP SYSTEMS FOR EACH LOT WILL BE THE RESPONSIBILITY OF THE LOT OWNER.
- 11) A RIGHT-OF-ENTRY SHALL BE GRANTED TO THE CITY OF CAMAS FOR THE MAINTENANCE AND REPAIR OF THE INDIVIDUAL STEP SYSTEMS LOCATED ON THE LOTS WITHIN THIS PLAT.
- 12) STORMWATER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION AND/OR HOMEOWNERS PER CMC 14.02. A RIGHT-OF-ENTRY SHALL BE GRANTED TO THE CITY OF CAMAS FOR INSPECTION OF THE STORMWATER FACILITIES LOCATED IN TRACT "C".
- 13) IN THE EVENT THAT ANY FIRM OF ARCHAEOLOGICAL INTEREST IS UNCOVERED DURING THE COURSE OF A PERMITTED GROUND DISTURBANCE ACTION OR ACTIVITY, ALL GROUND DISTURBANCE OR ACTIVITY SHALL IMMEDIATELY CEASE AND THE APPLICANT SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AND DARP.
- 14) A 5-FOOT ACCESS, INSPECTION, AND MAINTENANCE EASEMENT SHALL BE GRANTED TO THE CITY OF CAMAS FOR ALL WATER METERS LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY (WATER LILY PLACES).
- 15) A PUBLIC PEDESTRIAN ACCESS EASEMENT IS GRANTED OVER THE 5-FOOT WIDE SIDEWALK EASEMENT LOCATED ON THE NORTH SIDE OF THE PUBLIC RIGHT-OF-WAY (WATER LILY PLACES).
- 16) THE EXTERIOR 6- FEET OF ALL LOTS AND TRACTS LYING PARALLEL WITH AND ADJACENT TO PUBLIC AND/OR PRIVATE ROADS SHALL HAVE A PRIVATE UTILITY EASEMENT (PUE) FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RENEWING, OPERATING, AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, AND OTHER UTILITIES AS NOTED.

GREYSTONE SUBDIVISION PERIMETER DESCRIPTION

BEING ALL OF THAT TRACT OF LAND RECORDED IN AUDITOR'S FILE NUMBER 5824152, CLARK COUNTY DEED RECORDS, LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN, CITY OF CAMAS, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHWEST CORNER OF SAID SECTION 34:

THENCE NORTH 01°54'47" EAST, ALONG THE WEST LINE OF SAID SECTION 34, 1335.32 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NW 43RD AVENUE.

THENCE SOUTH 88°07'39" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 304.00 FEET TO THE SOUTHEAST CORNER OF THAT BOUNDARY LINE ADJUSTED TRACT OF LAND DESCRIBED IN AUDITOR'S FILE NUMBER 5219362, CLARK COUNTY DEED RECORDS AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT.

THENCE CONTINUING SOUTH 88°07'39" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 420.35 FEET TO THE SOUTHWEST CORNER OF THE PLAT "SUNRA MEADOWS" AS RECORDED IN BOOK 311, PAGE 808, CLARK COUNTY PLAT RECORDS.

THENCE NORTH 05°50'24" EAST, ALONG THE WESTERLY LINE OF SAID "SUNRA MEADOWS" PLAT, 2088.81 FEET TO A POINT ON THE SOUTH LINE OF THE PLAT "LAKE PONTE PHASE 1" AS RECORDED IN BOOK H, PAGE 772, CLARK COUNTY PLAT RECORDS.

THENCE NORTH 88°08'32" WEST, ALONG SAID SOUTH LINE (ALSO BEING THE SOUTH LINE OF "LAKE PONTE PHASE 2" AS RECORDED IN BOOK H, PAGE 772, CLARK COUNTY PLAT RECORDS AND "LAKE PONTE PHASE 1" RECORDED IN BOOK H, PAGE 794, CLARK COUNTY PLAT RECORDS), 473.56 FEET TO THE NORTHEAST CORNER OF SAID BOUNDARY LINE ADJUSTED TRACT OF LAND DESCRIBED IN AUDITOR'S FILE NUMBER 5219362, CLARK COUNTY DEED RECORDS.

THENCE SOUTH 01°54'47" WEST, ALONG THE EAST LINE OF SAID AUDITOR'S FILE NUMBER 5219362, 307.08 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS IN ALL 142,368 SQUARE FEET OR 3.269 ACRES, MORE OR LESS.

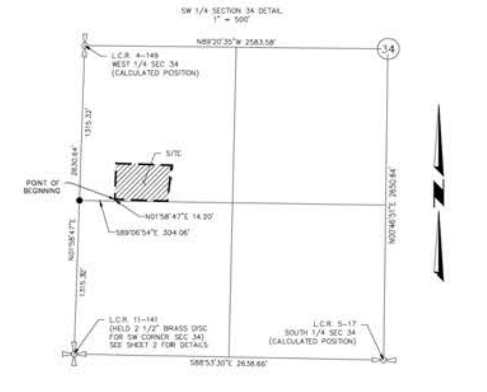
UTILITY AND SIDEWALK EASEMENT NOTE:
AN EASEMENT IS HEREBY RESERVED UNDER AND UPON ALL TRACTS AND THE EXTERIOR SIX (6) FEET ON ALL BOUNDARY LINES OF THE LOTS ADJACENT TO PUBLIC/PRIVATE ROADS AND TRACTS FOR THE INSTALLATION, CONSTRUCTION, RENEWING, OPERATING AND MAINTAINING ELECTRIC, TELEPHONE, TV, CABLE, WATER AND SANITARY SEWER SERVICES. ALL LOTS CONTAINING PAVEMENT TRANSFORMATIONS ARE SUBJECT TO THE MINIMUM CLEARANCES AS DEFINED BY CLARK PUBLIC UTILITIES CONSTRUCTION STANDARDS. ALL PROPOSED BUILDING DESIGNS ON THESE LOTS MUST PROVIDE ADEQUATE CLEARANCE FOR ALL COMBUSTIBLE MATERIALS, ALSO, A SIDEWALK EASEMENT, AS NECESSARY TO COMPLY WITH ADA SLOPE REQUIREMENTS, SHALL BE RESERVED UPON THE EXTERIOR SIX (6) FEET ALONG THE FRONT BOUNDARY LINES OF ALL LOTS AND TRACTS ADJACENT TO PUBLIC STREETS.

SIDEWALK NOTE:
PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS SIDEWALKS SHALL BE CONSTRUCTED AND LANDSCAPED IN ACCORDANCE WITH THE APPLICABLE TOWNSHIP ORDINANCES AND LOCAL ORDINANCES, PLANS AND ALONG ALL LOT FRONTAGES. LOTS HAVING MULTIPLE TRACT FRONTAGES SHALL HAVE SIDEWALK AND LANDSCAPING EASEMENT AREAS INSTALLED ALONG ALL FRONTAGES PRIOR TO THE ISSUANCE OF OCCUPANCY PERMITS.

SURVEY NOTES:
A FIELD TRAVELER WAS PERFORMED USING A 2 SECOND TRIMBLE SS. ROBOTIC TOTAL STATION. THE FIELD TRAVELER EXCEEDED THE MINIMUM STANDARDS FOR SURVEYS AS DESIGNATED IN W.A.C. 332-130-090.

BASED ON MEASUREMENTS BASED ON ON-SITE OBSERVATIONS USING CORRECTIONS FROM THE WASHINGTON STATE REFERENCE NETWORK (WSRN) AS SHOWN AS SOUTH 88°07'39" EAST BETWEEN FOUND MONUMENTS A AND B ALONG THE RIGHT-OF-WAY CENTRALINE OF NW 43RD AVENUE.

HORIZONTAL DATUM: NAD 83 2011 STATE PLANE COORDINATES
WASHINGTON SOUTH ZONE 4802
DISTANCES SHOWN HEREON ARE GROUND DISTANCES.



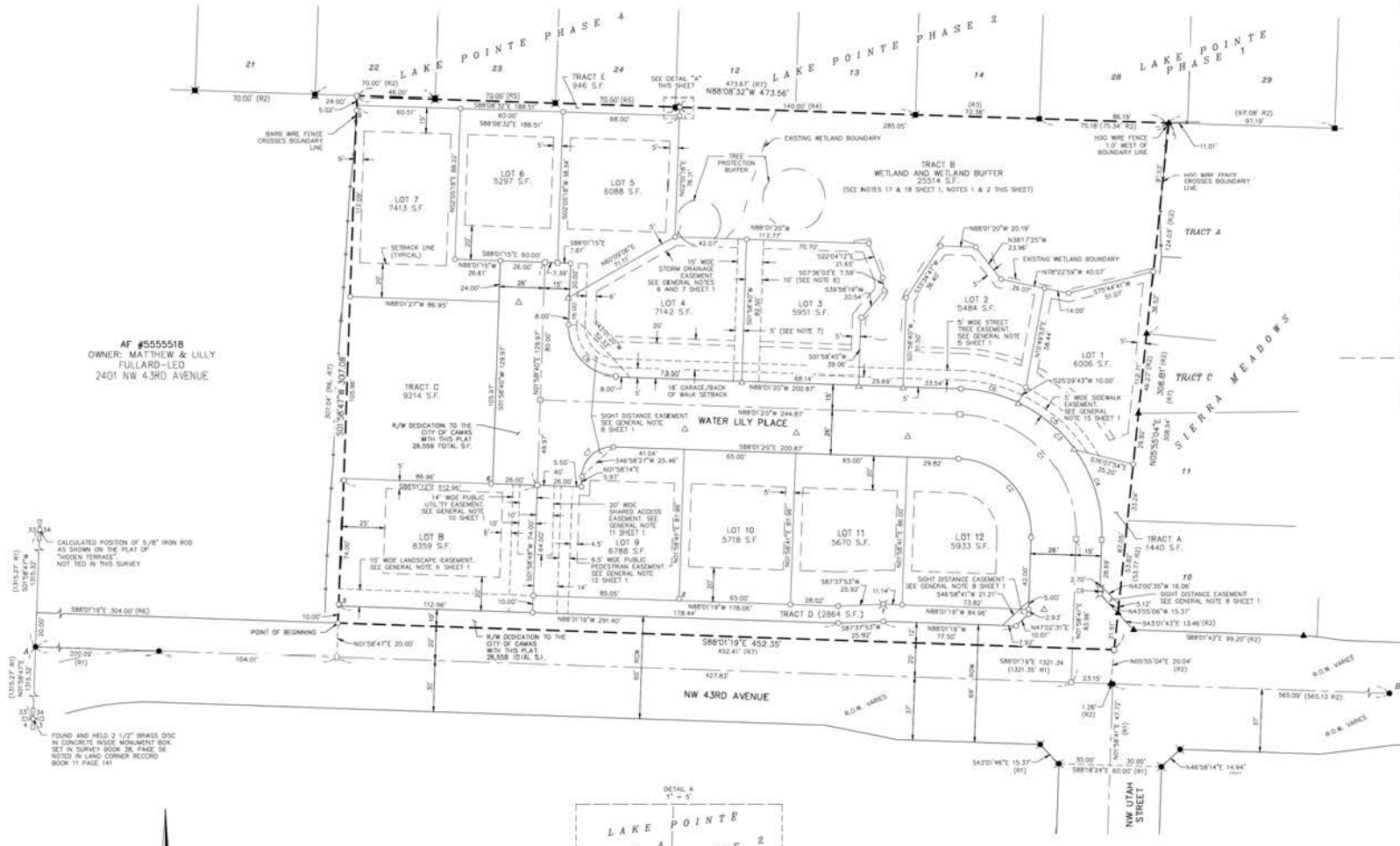
LEGEND:
● DENOTES FOUND AND HELD 1/2" REBAR WITH YELLOW PLASTIC CAP INSTALLED TO ALIGN 4300' PER THE PLAT OF "HIDDEN TERRACE" AS RECORDED IN BOOK 311, PAGE 750, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
LCR - DENOTES CLARK COUNTY LAND CORNER RECORDS

PRELIMINARY
CLARK COUNTY ENGINEER
PBS Engineering and Environmental Inc.
415 W 6th Street Suite 601
Vancouver, WA 98660
360.686.3488
pbsna.com
DRAWN BY: BPS
SCALE: N/A
9/14/2021
CHECKED BY: TJC
JOB NO.: 75345.004
SHEET 1 OF 2

GREYSTONE SUBDIVISION

CITY FILE NUMBER: SUB18-01

LOCATED IN THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 2 NORTH, RANGE 3 EAST, WILLAMETTE MERIDIAN,
CITY OF CAMAS, CLARK COUNTY, WASHINGTON
SEPTEMBER 2021



- LEGEND:**
- DENOTES SET 1/2" X 24" REBAR WITH GREEN PLASTIC CAP INScribed "PLS 54431"
 - △ DENOTES SET 1" COPPER PLUG INScribed "PLS 54431"
 - DENOTES SET 1/2" X 24" REBAR WITH ALUMINUM CAP INScribed "PLS 54431"
 - DENOTES FOUND AND HELD 1/2" REBAR WITH YELLOW PLASTIC CAP INScribed "CALVA 43609" PER THE PLAT OF "HIDDEN TERRACE" AS RECORDED IN BOOK 311, PAGE 750, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
 - DENOTES FOUND AND HELD 1/2" REBAR WITH BRASS WASHER INScribed "PLS 43609" PER THE PLAT OF "HIDDEN TERRACE" AS RECORDED IN BOOK 311, PAGE 750, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
 - ▲ DENOTES FOUND AND HELD 1/2" REBAR WITH YELLOW PLASTIC CAP INScribed "PLS 43700" PER THE PLAT OF "SIERRA MEADOWS" AS RECORDED IN BOOK 311, PAGE 858, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
 - ◆ DENOTES FOUND AND HELD 1/2" REBAR WITH YELLOW PLASTIC CAP INScribed "MINSTER 12564" FOR THE PLAT OF "LAKE POINTE PHASE 1" AS RECORDED IN BOOK H, PAGE 772, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
 - DENOTES FOUND AND HELD 1/2" REBAR WITH YELLOW PLASTIC CAP INScribed "MINSTER 12564" FOR THE PLAT OF "LAKE POINTE PHASE 2" AS RECORDED IN BOOK H, PAGE 915, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
 - DENOTES FOUND AND HELD 1/2" REBAR WITH YELLOW PLASTIC CAP INScribed "MINSTER 12564" FOR THE PLAT OF "LAKE POINTE PHASE 4" AS RECORDED IN BOOK H, PAGE 988, CLARK COUNTY PLAT RECORDS VISITED ON NOVEMBER 2017
 - (R1) - DENOTES RECORD DATA PER THE PLAT OF "HIDDEN TERRACE" AS RECORDED IN BOOK 311, PAGE 750, CLARK COUNTY PLAT RECORDS
 - (R2) - DENOTES RECORD DATA PER THE PLAT OF "SIERRA MEADOWS" AS RECORDED IN BOOK 311, PAGE 858, CLARK COUNTY PLAT RECORDS
 - (R3) - DENOTES RECORD DATA PER THE PLAT OF "LAKE POINTE PHASE 1" AS RECORDED IN BOOK H, PAGE 772, CLARK COUNTY PLAT RECORDS
 - (R4) - DENOTES RECORD DATA PER THE PLAT OF "LAKE POINTE PHASE 2" AS RECORDED IN BOOK H, PAGE 915, CLARK COUNTY PLAT RECORDS
 - (R5) - DENOTES RECORD DATA PER THE PLAT OF "LAKE POINTE PHASE 4" AS RECORDED IN BOOK H, PAGE 988, CLARK COUNTY PLAT RECORDS
 - (R6) - DENOTES RECORD DATA PER BOUNDARY LINE ADJUSTMENT SEEK RECORDED IN AUDITOR'S FILE NUMBER 3019362, CLARK COUNTY PLAT RECORDS
 - (R7) - DENOTES RECORD DATA PER DEED RECORDED IN AUDITOR'S FILE NUMBER 3842121, CLARK COUNTY PLAT RECORDS
 - S.F. - DENOTES SQUARE FEET
 - DENOTES BUILDING SETBACK LINE
 - 1 - MONUMENT SET IN TOP OF CONCRETE COLUMN
 - 2 - WITNESS MONUMENT SET 501'58"41" 1.00'
 - 3 - WITNESS MONUMENT SET 501'58"41" 1.00'
 - 4 - WITNESS MONUMENT SET 501'58"41" 1.00'
 - 5 - WITNESS MONUMENT SET 501'58"41" 1.00'
 - 6 - WITNESS MONUMENT SET 501'58"41" 1.00'

CURB MONUMENT OFFSET TABLE

LOT NUMBER	OFFSET DISTANCE
TRACT A/1	0.57'
1/2	0.55'
3/TRACT B	0.75'
TRACT B/3	0.75'
3/4	0.75'
4/5	0.88'
7/TRACT C	11.65'
8/10	11.75'
10/11	11.75'
11/12	11.75'
12/TRACT D	9.11'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	DIRECTION	CHORD LENGTH
C1	109.84'	70.00'	90°00'00"	144.81'@19°W		88.98'
C2	83.32'	11.00'	90°00'00"	144°10'30"W		82.22'
C3	133.52'	85.00'	90°00'00"	143°10'20"W		120.21'
C4	55.45'	85.00'	37°22'32"	146°15'20"W		54.47'
C5	43.18'	85.00'	29°06'28"	149°15'54"W		42.72'
C6	34.80'	85.00'	23°31'03"	147°15'49"W		34.64'
C7	28.28'	18.00'	80°00'23"	146°58'37"W		25.46'
C8	45.50'	29.00'	80°00'00"	143°10'20"W		41.00'
C9	2.97'	34.00'	3°00'22"	50°31'28"E		2.97'



Scale 1" = 30'

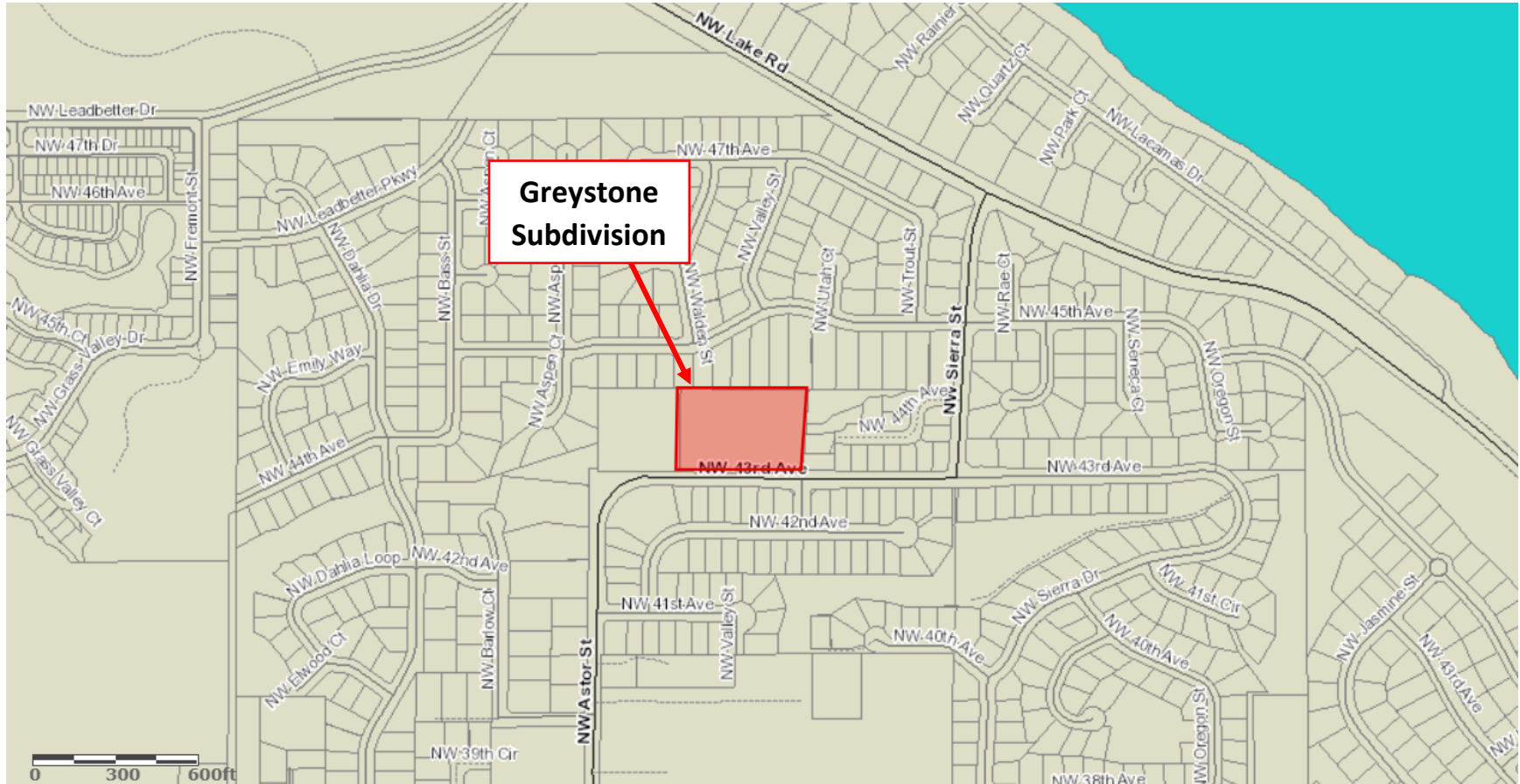
- GENERAL NOTES:**
- 1) TRACT "B" IS A WETLAND AND WETLAND BUFFER TO BE OWNED AND MAINTAINED BY THE GREYSTONE SUBDIVISION HOMEOWNERS ASSOCIATION.
 - 2) A PROTECTIVE COVENANT IS RECORDED OVER TRACT "B" WHICH REQUIRES FUTURE OWNERS TO OBTAIN A WETLAND PERMIT PRIOR TO ENGAGING IN REGULATED ACTIVITIES WITHIN THE WETLAND OR ITS BUFFERS.



PBS Engineering and Environmental Inc.
415 W 6th Street Suite 601
Vancouver, WA 98660
pbse.com

DRAWN BY: RFS SCALE: 1" = 30' 9.14.2021
CHECKED BY: TJC JOB NO: 1545.004 SHEET 2 OF 2

Vicinity Map





CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. 102383

ERP Project Management Consulting

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and Right! Systems, Inc. hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

- 1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the ERP Project Management Consulting.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than December 2023, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. Payment. The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$200,000.00, under this agreement as follows:
a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as Exhibit "C".
b. The consultant may submit vouchers to the City twice monthly during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials created by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant and the City of Camas shall indemnify and hold each other, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.
 - b. Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, City of Camas data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Camas for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Camas under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial

General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
 10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the

Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
- Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "D"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "D"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.
- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 7. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private

agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

8. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 9. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
 - c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
 - d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. Right to Terminate Contract. The City Consultant shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
 Cathy Huber Nickerson
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-1537
 EMAIL: chuber@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Neil Smith
 Right! Systems, Inc.
 2600 Willamette DR NE
 Suite C
 PH: 360-956-0414
 FX: 208-322-7082
 EMAIL: nsmith@rightsys.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.
- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.
- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

CONSULTANT: Right! Systems, Inc.
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

EXHIBIT “A” SCOPE OF SERVICES

PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

- I. Stage 1 – Initiating
 - a. 1:1s and focus group discovery meetings
 - b. Create document repository and project dashboard
 - c. Identify key leadership influencers and decision-makers making up the Steering Committee
 - d. Identify the sponsor of the project and the owner as the ERP Service Owner for operations
 - e. Establish the RACI Responsibility Assignment Matrix
 - f. Create the project team org structure chart
 - g. Set up Steering Meeting cadence
 - h. Obtain acceptance and approval for the Project Charter (City of Camas PM)
- II. Stage 2 – Planning
 - a. Provide awareness of the project management methodology to all staff and share the overall Project Management Plan
 - b. Create Change Management Plan including training, change adoption, tracking and remediation, and identifying key CM Champions
 - c. Create Communication Plan
 - d. Solidify the schedule and budget
 - e. Identify the scope to ensure scope control
 - f. Set up brainstorming sessions for task identification
 - g. Identify key leads for all areas
 - h. Sequence tasks to meet logical Tyler task sequences
 - i. Establishing durations based on resource assignments and availability
 - j. Create the timeline with milestones and definitions of “done”
 - k. Determine key risks for City of Camas using SWOT analysis and Risk Register
 - l. Perform team building and recognize excellent contributions
- III. Stage 3 – Executing and Monitoring and Controlling
 - a. Identify, track, and escalate issues
 - b. Track action items
 - c. Update risks through project phases
 - d. Report at steering meetings
 - e. Share status for all levels of involvement: team, subject matter expert areas, end users, City leadership
 - f. Perform Change Control
- IV. Stage 4 – Closing
 - a. Assist to engage City of Camas operations training as scheduled
 - b. Identify lessons learned
 - c. Recognize excellent contributions
 - d. Host Closure Meeting
 - e. Celebrate, free resources for other priority resources

***STATEMENT OF WORK ATTACHED - EXHIBIT “E”**

EXHIBIT “B” COSTS FOR SCOPE OF SERVICES

PROJECT PRICING

i Based on the requirements gathered from City of Camas and work plan detailed in the project scope section of this Statement of Work, the following represents the pricing related to this project.

This project is being performed on a Fixed-Price Basis

SENIOR PROJECT MANAGEMENT ENGAGEMENT	PRICE	
Financial and HR Implementation per Sample Timeline, above		
April 2022 through September 2022, six (6) months at ten (10) hours per week	\$7,350/month	\$44,100.00
October 2022 through March 2023, six (6) months at twenty (20) hours per week	\$14,700/month	\$88,200.00
April 2023 through December 2023, nine (9) months at ten (10) hours per week	\$7,350/month	\$66,150.00
TOTAL	\$198,450.00	

Invoicing will be monthly at the rates listed.

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required. **We understand that City of Camas may need revised approaches to project management and will seek Change Orders to process as relevant.**

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

City of Camas acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement. RSI will invoice City of Camas monthly based on progress of the project.

TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that City of Camas will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to City of Camas. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

TRAVEL AND EXPENSE	ESTIMATE OF COST	
Estimate	\$2,100.00 total for four (4) trips with overnight stays based on GSA Per Diem for 2022 for Clark County	
	Total	\$2,100.00

EXHIBIT “C” CONSULTANT BILLING RATES

This project is being performed on a Fixed-Price Basis

SENIOR PROJECT MANAGEMENT ENGAGEMENT	PRICE	
Financial and HR Implementation per Sample Timeline, above		
April 2022 through September 2022, six (6) months at ten (10) hours per week	\$7,350/month	\$44,100.00
October 2022 through March 2023, six (6) months at twenty (20) hours per week	\$14,700/month	\$88,200.00
April 2023 through December 2023, nine (9) months at ten (10) hours per week	\$7,350/month	\$66,150.00
TOTAL	\$198,450.00	

Invoicing will be monthly at the rates listed.

EXHIBIT “D”
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the “REGULATIONS”), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Equal Opportunity Employer:** The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT’s obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. **Information and Report:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT’s non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)

**EXHIBIT “E”
STATEMENT OF WORK**



PROJECT: ERP Project Management Consulting
CUSTOMER: City of Camas
DATE: January 31, 2022

INTRODUCTION

Right! Systems, Inc. (RSI) is pleased to present the following Statement of Work to City of Camas. This Statement of Work outlines the objectives and tasks required, to provide Project Management for the Tyler Technologies ERP Implementation – this is for a specific duration of time, specifically for the Financial ERP Implementation. When the Tyler Technologies Schedule is firmed up, an addendum for subsequent work will be needed. This approach provides an iterative approach and the most flexibility for the City of Camas. This Statement of work provides the basis for all work done by RSI for this project.

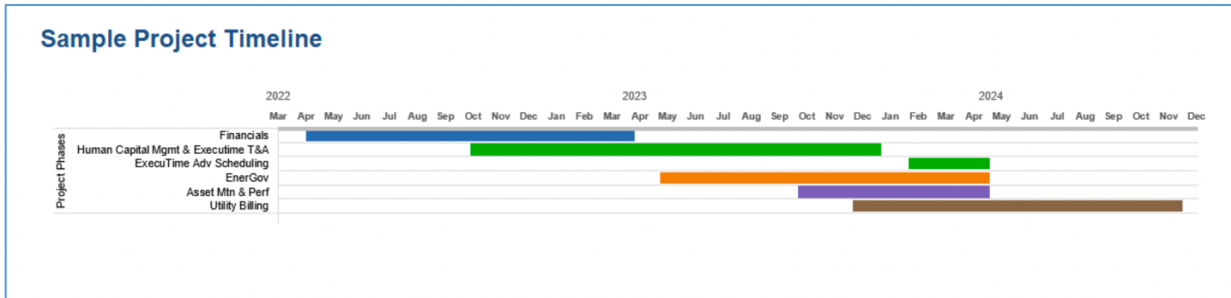
STATEMENT OF WORK TEAM

NAME	ORGANIZATION/ROLE	E-MAIL ADDRESS
Cass Tang, PMP, Dir of PMO	Right Systems / Principal PM	cass.tang@rightsys.com

PROJECT OBJECTIVE AND APPROACH

RSI’s statement of work accomplishes the following objectives:

- Provide Project Management Services to proactively manage risks, issues, and opportunities
- Provide required timely communication, engaging with key City of Camas project stakeholders and decision-makers, and track project health
- Manage change control, quality, scheduling
- Work closely with City of Camas project sponsor and project owners during the entire project, to complete the work per sponsor’s definition of “success” and definition of “done”
- Gather requirements for all phases of the implementation for City of Camas to include managing block-out time periods, resource allocation, issue handling and resolution, and communications
- Ensure transition of all project management artifacts and updated process assets to the City of Camas for ongoing operations after the project is complete
- Provide service based on Sample Schedule for Implementation from SaaS Contract with Tyler Technologies



Financial Implementation and HR Implementation as indicated in the Sample Project Timeline

- April 2022 through September 2022, six (6) months at ten (10) hours per week
- October 2022 through March 2023, six (6) months at twenty (20) hours per week
- April 2023 through December 2023, nine (9) months at ten (10) hours per week

At the conclusion of this engagement, City of Camas and RSI will meet to discuss any next steps and future engagements.



PROJECT SCOPE

The following section defines the stages, activities, and deliverables associated with this project.

- I. Stage 1 – Initiating
 - a. 1:1s and focus group discovery meetings
 - b. Create document repository and project dashboard
 - c. Identify key leadership influencers and decision-makers making up the Steering Committee
 - d. Identify the sponsor of the project and the owner as the ERP Service Owner for operations
 - e. Establish the RACI Responsibility Assignment Matrix
 - f. Create the project team org structure chart
 - g. Set up Steering Meeting cadence
 - h. Obtain acceptance and approval for the Project Charter (City of Camas PM)
- II. Stage 2 – Planning
 - a. Provide awareness of the project management methodology to all staff and share the overall Project Management Plan
 - b. Create Change Management Plan including training, change adoption, tracking and remediation, and identifying key CM Champions
 - c. Create Communication Plan
 - d. Solidify the schedule and budget
 - e. Identify the scope to ensure scope control
 - f. Set up brainstorming sessions for task identification
 - g. Identify key leads for all areas
 - h. Sequence tasks to meet logical Tyler task sequences
 - i. Establishing durations based on resource assignments and availability
 - j. Create the timeline with milestones and definitions of “done”
 - k. Determine key risks for City of Camas using SWOT analysis and Risk Register
 - l. Perform team building and recognize excellent contributions
- III. Stage 3 – Executing and Monitoring and Controlling
 - a. Identify, track, and escalate issues
 - b. Track action items
 - c. Update risks through project phases
 - d. Report at steering meetings
 - e. Share status for all levels of involvement: team, subject matter expert areas, end users, City leadership
 - f. Perform Change Control
- IV. Stage 4 – Closing
 - a. Assist to engage City of Camas operations training as scheduled
 - b. Identify lessons learned
 - c. Recognize excellent contributions
 - d. Host Closure Meeting
 - e. Celebrate, free resources for other priority resources

DELIVERABLES

STAGE	DELIVERABLES
STAGE 1	Meeting notes from Discovery Meetings Statement of Work approved by Customer and RSI High level expectations identified and documented Project team weekly and monthly steering committee meeting established Documentation repository identified RACI Matrix drafted Project org chart drafted Action Item Log
STAGE 2	High level project management approach and expectations documented Change Management Plan (training, test validating, change champions identified) Communication Plan Schedule, budget and scope documented Brainstorm outcomes Definition of success / definition of done Risk Register Excellence in Project Teamwork Recognition process
STAGE 3	Key decisions documented Steering Meeting notes and slide decks Materials to support City of Camas in City Council presentations Change Control documents
STAGE 4	Operations training documents tailored for City of Camas Lessons Learned Excellence in Project Management recognition certificates Closure Report Celebration Event

CUSTOMER REQUIREMENTS

The following section defines the customer requisites needed at or prior to the start of this engagement. This list of requirements may expand based on discovery during the kickoff meeting and planning stage, as well as the ongoing work detailed in the project scope.

- Prerequisites
 - Provide access to required project team members including contact information
 - Provide RSI access to resultant documentation and collaboration repository
 - Identify RSI PM as the counterpart to the Tyler Technologies PM for streamlining communications
 - Share OOO schedules for all team members and identify backup staff, if available.
 - If RSI were to require onsite presence, provide a workspace for the day(s)

- Additional Customer requirements
 - Escalation to Tyler Technologies would be by City of Camas

OUT OF SCOPE ITEMS

Any technologies or deliverables other than those specifically noted in the project scope of this SOW are not included as part of this engagement. Activities listed in the project scope are subject to change as needed only to complete the explicit deliverables for each stage. For clarification purposes, some technologies that are out of scope for this engagement include, but are not limited to:

- Any implementation of applications outside of the identified Tyler Technologies solution

ASSUMPTIONS

This Statement of Work is based on the following assumptions. Should an assumption be incorrect, a change request will be required and may result in additional costs to the statement of work.

- City of Camas may need to provide RSI with access to their offices, a convenient place to work, network connectivity and internet access while onsite.
- Hardware, software, or licensing needed for the solutions being deployed or upgraded in the environment is the sole responsibility of City of Camas.
- Administrative-level permissions for relevant software components of the environment may need to be provided to RSI for the duration of this engagement.
- City of Camas resources will need to be available as requested by RSI team members.
- RSI is not responsible for any hardware or software failures not caused directly or indirectly by RSI negligence or willful misconduct during this project which could potentially cause the schedule for project completion to be delayed. RSI may submit a Change Order to readjust the cost of this agreement based on the circumstances.
- Project estimates do not include time or costs associated with hardware or software-related support incidents not caused directly or indirectly by RSI's negligence or willful misconduct. Those incidents that result in RSI needing to open a vendor-related issue on behalf of City of Camas may be viewed as a Change Order to this agreement and will require a Change order to be executed RSI may need to pause the project until the Change Order is fully executed by both parties.
- Expected Activities in the scope define a framework of activities for this engagement and are subject to minor alterations to effectively complete the project deliverables for each stage.

CHANGE MANAGEMENT PROCESS

This statement of work may be amended upon agreement of both RSI and City of Camas and the execution of a modification to the statement of work (Change Order). Both RSI and City of Camas may request a Change Order. All requests for a Change Order shall be made in writing to the other party. If the requested Change Order results in a deviation to the activities or deliverables, both RSI and City of Camas may agree to an adjustment of the price and schedule, as applicable, and as referenced in the Change Order.

RSI will consider a Change Order necessary for reasons including, but not limited to, the following:

- An identified prerequisite is not complete
 - Any prerequisites identified in this statement of work or subsequent discussions with City of Camas that are not complete prior to the start of this engagement (or stage of this engagement where those prerequisites are necessary) may require a change in schedule and Change Order to accommodate the time lost because of the prerequisite(s) not being met.
- A change is scope of approach
 - If, during the project activities, RSI determines the project cannot continue or complete without a Change Order, RSI will attempt in good faith to immediately reach City of Camas to discuss the impact and potential Change Order. Any delays in execution of a Change Order to address an activity or deliverable needed to continue or complete the project may result in scheduling delays. Architectural or environmental conditions not previously identified are a common reason for this potential Change Order.

PROJECT TEAM

Senior Project Manager

RSI will assign a Project Manager (“PM”) to act as a single point of contact for City of Camas, for the management of the services set forth in this SOW. The PM employs formal project management techniques and methodologies based on best practice and industry standards. Project management tasks may include, but are not limited to:

- Acting as the single point of contact and accountability for successful delivery of this Statement of Work, maintaining a focus on time, cost, and scope
- Coordination of kick-off, status, and closure meetings
- Establishing and managing the services schedule, deliverables, and status reporting
- Confirmation of delivered milestones and services in accordance with this SOW
- Obtaining service completion and project sign-off from City of Camas

Note: PM activities will be conducted primarily in a remote capacity

PROJECT PRICING

i Based on the requirements gathered from City of Camas and work plan detailed in the project scope section of this Statement of Work, the following represents the pricing related to this project.

This project is being performed on a Fixed-Price Basis

SENIOR PROJECT MANAGEMENT ENGAGEMENT	PRICE	
Financial and HR Implementation per Sample Timeline, above		
April 2022 through September 2022, six (6) months at ten (10) hours per week	\$7,350/month	\$44,100.00
October 2022 through March 2023, six (6) months at twenty (20) hours per week	\$14,700/month	\$88,200.00
April 2023 through December 2023, nine (9) months at ten (10) hours per week	\$7,350/month	\$66,150.00
TOTAL	\$198,450.00	

Invoicing will be monthly at the rates listed.

If additional work is required to complete any activities or deliverables not defined in this scope of work, an executed change order will be required. **We understand that City of Camas may need revised approaches to project management and will seek Change Orders to process as relevant.**

Pricing put forth in this SOW is based on normal working hours of Monday through Friday, 8:00 AM – 5:00 PM, with after-hours, weekend, and holiday rates taken into consideration as appropriate for specific portions of the engagement. Scheduled dates for performance of the services detailed within will be determined as part of the project kickoff.

City of Camas acknowledges that RSI will confirm scheduling only upon receiving this signed, executed agreement, and an accompanying purchase order if required.

Pricing does not include any associated costs for hardware, software, licensing, or materials directly or indirectly related to this engagement.

RSI will invoice City of Camas monthly based on progress of the project.

TRAVEL AND EXPENSE

In the event that RSI is required or requested to travel during this project, it is expected and agreed upon that City of Camas will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to City of Camas. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

TRAVEL AND EXPENSE	ESTIMATE OF COST	
Estimate	\$2,100.00 total for four (4) trips with overnight stays based on GSA Per Diem for 2022 for Clark County	
	Total	\$2,100.00

TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

City of Camas signature on this document indicates that City of Camas agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Camas. City of Camas decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Camas decision to purchase and providing that City of Camas provides appropriate purchase/payment commitments.

II. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Camas against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors. City of Camas Warranties. City of Camas represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

III. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Camas mutually agree to a progressive invoicing schedule on bi-weekly basis. If City of Camas requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Camas shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Camas fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Camas to RSI. In addition, failure of City of Camas to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be sufficient cause for immediate termination of this

Agreement by RSI. Any such suspension does not relieve City of Camas from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Camas shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Camas, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

IV. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Camas shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Camas.

V. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

VI. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of City of Camas. As between City of Camas and RSI, City of Camas information shall remain the sole and exclusive property of City of Camas, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Camas hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Camas information as necessary to render the Services to City of Camas under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of Camas, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Camas hereby transfers and assigns to RSI all rights, title and interest which City of Camas may have in and to the RSI Materials. City of Camas acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

VII. **INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall

control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

VIII. **LIMITATION OF LIABILITY**

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, City of Camas data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Camas for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Camas under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX. **TERMINATION AND RENEWAL**

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy, or the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach. Either party may terminate this Agreement at any time and for any reason by providing written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, City of Camas shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

X. **MISCELLANEOUS**

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Camas and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of Camas.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of Camas as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of Camas, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of Camas and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Camas and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment,

merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Camas warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Camas indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

AGREEMENT

i The signatures below indicate that Right! Systems, Inc. and City of Camas agree to the scope as provided, and all terms and conditions detailed in this Statement of Work. If a City of Camas purchase order number is required for invoicing by Right! Systems, Inc., City of Camas agrees to provide purchase order number and/or copy of purchase order with signed Statement of Work.

CUSTOMER PO: _____

If no customer PO is provided, RSI will use the following PO for invoicing purposes: OPP102383

This Statement of Work is valid for signature 30 days from January 31, 2022.

Right! Systems Inc.

City of Camas

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

Clark County/Cities of Clark County

Memorandum of Agreement (“MOA”)

This Memorandum of Agreement (“Agreement”) is made and entered into between Clark County (“County”), the City of Vancouver (“Vancouver”), and other cities in Clark County

RECITALS

- A. The 1989, Council on Homeless, Intergovernmental Agreement specified, “Homelessness is a serious problem in Clark County and the number of people experiencing homelessness is increasing. The capacity of the current system to house and meet the basic needs of those who are experiencing homelessness is inadequate.” This statement remains true today.
- B. The 1989, Council on Homeless, Intergovernmental Agreement also specified, “No single governmental jurisdiction or entity could resolve the problem of homelessness. Homelessness is caused by a complex set of programs which cannot be effectively addressed by isolated or fragmented efforts.” This statement remains true today.
- C. The 1989, Council on Homeless, Intergovernmental Agreement stated, “The County, VHA (Vancouver Housing Authority) and Vancouver desire to work cooperatively toward the common goal of providing leadership to resolve homelessness.” This statement remains true today.
- D. The U.S. Department on Housing and Urban Development (HUD) recognizes the separate jurisdictional areas of Vancouver, Washougal, Camas, Ridgefield, Battle Ground, Yacolt, La Center and unincorporated Clark County as a single geographic area in which a range of services are organized to prevent and end homelessness (collectively, the City of Vancouver/Clark County Continuum of Care);
- E. Clark County and the City of Vancouver, and the other cities in Clark County (“Parties”) desire to establish a joint advisory group, the Ending Community Homelessness Organization (“ECHO”), to establish and foster alignment in support of the County as the lead agency on regional homeless response as well as collaboration between the parties on projects and initiatives that will address homelessness and its impacts in Clark County.
- F. The parties wish to establish a framework for the ECHO that would allow scaling over time to include other public agencies/local governments, non-profits, and individuals with lived experience with homelessness.

AGREEMENT

Now, therefore, in consideration of the mutual promises set forth herein and for the other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to create the Ending Community Homelessness Organization (“ECHO”). The ECHO is a joint group through which the Parties will collaborate toward a shared agenda to address homelessness. While the ECHO may reference the 2019-2022 Clark County Homeless Action Plan (the “Plan”), the ECHO has no formal relationship with the Plan. The ECHO will work with all organizations providing homeless support services within the jurisdictions. This includes organizations that work within the Continuum of Care covered by the Plan as well as other organizations providing associated homeless support systems not covered by the Plan. The Governance Charter of the ECHO substantially in the form attached hereto as Exhibit A (“Charter”), sets forth the vision, principles, responsibility, and framework of the ECHO.
2. **TERM:** The Agreement will commence on the 1st of March 2022 and will continue indefinitely unless notice to terminate is provided by either County or City. Termination will occur 180 days after notice is given.
3. **FUNCTION AND ACTIVITIES:** The Parties will perform the functions and activities of the Parties described in the Charter.
4. **PERSONNEL/LEAD AGENCY:** The ECHO itself will not employ personnel and no personnel will transfer from the Parties to the ECHO.
 - a. The Parties agree that Clark County is the appropriate lead agency with respect to addressing and reducing homelessness in our region, in accordance with state and federal guidelines.
 - b. The City of Vancouver, as the largest designated urban area and largest incorporated city within the County, with an incorporated population of approximately 40% of the total County population, recognizes it has a significant supportive role to Clark County in regional efforts to address homelessness.
 - c. The smaller cities in Clark County are also impacted by homelessness, and therefore are critical to the discussion and function of the ECHO.
 - d. As outlined in the Charter for the ECHO, each party will make available appropriate administrative level employees, as identified in the Charter, to support their elected representatives in the ECHO.
5. **REAL OR PERSONAL PROPERTY:** The ECHO will not possess or hold title to real or personal property belonging to the ECHO.
6. **NOT AN INTERGOVERNMENTAL ENTITY:** The Parties to this Agreement do not intend to form an intergovernmental entity by the Agreement and no such entity is created by this Agreement.
7. **LIMITATION OF AUTHORITY:** The ECHO shall only have authority specifically enumerated in the Charter and shall not have the authority to enter into any legally binding agreements, including contracts, agreements, or leases and it shall not have authority to

- incur any debt, liability, or obligation on its own behalf or on the behalf of any Party to this Agreement.
8. NO COMPENSATION: None of the parties will receive compensation in connection with this Agreement.
 9. CHANGE AND CONFLICT RESOLUTION: The Parties recognize that events and conditions may arise that result in a dispute. In such case, the Parties agree to exercise good faith in expeditiously resolving such dispute in the following manner:
 - a. All conflicts should first be discussed and resolved, if possible, by the recognized members of the ECHO.
 - b. Any conflicts not resolved by the ECHO may be brought to a certified mediator in order to progress through the impasse and continue to move forward with the Plan.
 10. AGREEMENT WITHDRAWAL: Good faith efforts should be made by all Parties to resolve disputes related to change or conflict by following the resolution procedure specified in Number 9 of this document. A Party may withdraw their participation in the Agreement at any time by unanimous vote of the Parties or upon six months written notice by one party. Termination under any provision of this paragraph shall not affect any rights, obligations, or liabilities of the Parties that accrued prior to such termination. At which time a Party withdraws from the Agreement, the current agreement will remain in effect for the other Parties.
 11. INDEMNIFICATION: Each Party shall be responsible for their own acts and omissions, and the acts and omissions of their agents and employees. Each party to this Agreement shall defend, protect and hold harmless the other party, or any of the other party's agents, from and against any loss and all claims, settlements, judgments, costs penalties, and expenses, including attorney's fees, arising from any willful misconduct, or dishonest, fraudulent, reckless, unlawful, or negligent act or omission of the first party, or agents of the first party, while performing under the terms of this Agreement except to the extent that such losses result from the willful misconduct, or dishonest, fraudulent, reckless, unlawful or negligent act or omission on the part of the second party. Each party agrees to notify promptly the other party, in writing, of any claim and provide the other party the opportunity to defend and settle the claim.
 12. WASHINGTON LAW AND FORUM: This agreement shall be construed to the laws of the State of Washington. Any action regarding the AGREEMENT of work performed under this Agreement must be filed in Clark County or in the United States District Court for the Western District of Washington.
 13. NON-DISCRIMINATION: Each Party shall comply with all requirements of federal and state civil right and rehabilitation statutes and their respective local non-discrimination ordinances.
 14. ACCESS TO RECORDS: Each Party shall have access to the books, documents and other records related to this Agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

- 15. SUBCONTRACTS AND ASSIGNMENT: No Party may subcontract any part of this Agreement.
- 16. SEVERABILITY CLAUSE: In case any provision of this MOA or its Exhibits shall be removed, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 17. ENTIRE AGREEMENT: This Agreement and Exhibit A are the entire agreement between the Parties with regard to the subject matter herein. There is no oral or written agreement between the Parties with regard to this subject matter.

Clark County Council

By: _____
Karen Dill Bowerman, Chair

By: _____
Temple Lentz, District 1

By: _____
Julie Olson, District 2

By: _____
Gary Medvigy, District 4

By: _____
Eileen Quiring O'Brien, District 5

By: _____
Kathleen Otto, County Manager

City of Vancouver, Washington

By: _____
Eric Holmes, City Manager

Approved as to form:

Jonathan Young, City Attorney

Attest: _____
Natasha Ramras, City Clerk

City of Battle Ground, Washington

City of Camas, Washington

By: _____

By: _____

City of La Center, Washington

City of Ridgefield, Washington

By: _____

By: _____

City of Washougal, Washington

By: _____

Exhibit A CHARTER FOR VANCOUVER/CLARK COUNTY ENDING COMMUNITY HOMELESSNESS ORGANIZATION

The purpose of this Charter (“Charter”) is to:

- Confirm the vision and principles that will guide the Ending Community Homelessness Organization (“ECHO”) toward addressing homelessness.
- Establish the membership and responsibilities of the ECHO.
- Establish the overall scope of responsibility of the ECHO, including the general limitations of its authority.

Ending Community Homelessness Organization (ECHO)

The ECHO is made up of leaders from Clark County, its cities, and other key Clark County community stakeholders. The ECHO exists as a forum to consider homelessness comprehensively and holistically with the goal of identifying possible gaps and opportunities for further coordination and investment.

Over the past decade, national housing and service resources have gradually diminished. Communities across the county are struggling to help families and individuals experiencing homelessness, return to safe, stable housing. In 2017, a joint meeting was formed by the Southwest WA Community Foundation to bring Homeless Crisis Response System funders together to increase local communication, planning and collaboration. The ECHO was a result of this group’s desire to continue working collaboratively together to reduce homelessness throughout Clark County.

The ECHO’s Vision and Principles are as follows:

Our Vision is:

A community where everyone has a safe, stable place to call home.

Our principles are to:

- Prioritize vulnerable populations

Homelessness has a significant detrimental effect on everyone, yet there are some whose health and safety are placed at even greater risk of harm without a safe and stable place to call home. These groups include, but are not limited to: children, individuals fleeing domestic violence, veterans, seniors, and people with disabilities. Strategies to identify and assist the most vulnerable groups will be prioritized.

- Promote social, racial, and ethnic justice.

Many communities of color and Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, 2 Spirit (LGBTQ2S) individuals experience a disproportionate rate of homelessness, therefore strategies that incorporate culturally conscientious and responsive supports, utilize an equity lens, and use trauma informed practice will be prioritized.

- Improve accessible housing options for people with disabilities.
- Engage the behavioral health system to assist in addressing behavioral health issues.
- Use data-driven assessment and accountability.
- Engage and involve the community
- Strengthen system capacity and increase leveraging opportunities.
- Ensure fidelity to evidence-based methodologies and best practices in order to achieve local successes.
- Employ a systematic approach to funding which results in greater system coordination and efficacy.
- Facilitate interactions with organizations addressing homelessness and associated root causes that are not covered by the Homeless Action Plan.
- Deepen understanding of the root causes of homelessness and homeless response systems by elected officials.
- Recognize those with lived experience with homelessness and the individuals providing services at the closest point of contact to those communities as the experts who's input needs to be prioritized.
- To achieve the rule of law for all county residents.

Membership

Membership in the ECHO is comprised of:

- Two (2) elected officials from Clark County;
- Two (2) elected officials from the City of Vancouver; and
- One (1) elected official from each the small cities in Clark County;
- One (1) representative from the Council for the Homeless;
- One (1) representative from the Vancouver Housing Authority;
- Up to two (2) individuals representing people with lived experience of homelessness;

Other participants invited and strongly encouraged to attend and participate at each meeting:

- One (1) or more staff person(s) from Clark County, as designated by the Clark County Manager;
- One (1) or more staff person(s) from the City of Vancouver, as designated by the Vancouver City Manager;
- One (1) representative from the Community Foundation for Southwest Washington;

The County will select the Chair position from amongst the two (2) elected officials from the County. The Vice-Chair position will be one (1) of the two (2) elected officials from the City of Vancouver, as selected by the City of Vancouver representatives.

The ECHO will appoint a County staff member to act as ECHO Secretary for the purpose of announcing meetings, recording and publishing meeting notes, and executing notification of e-mail actions.

Meetings

ECHO meetings will be directed by the ECHO Chair. The ECHO Chair may designate the Vice Chair or another member if the Vice Chair is unavailable to direct the meetings, if required due to Chair absence. Regular meetings will be held at least once per quarter, with the intent to meet monthly. Additional meetings may be called by the Chair or by a majority of the ECHO. Meetings will be noticed publicly, and the agenda made available to the public prior to the meeting.

Responsibilities

The ECHO will seek to unify and coordinate the homeless response system for Clark County, the City of Vancouver, and the smaller cities in Clark County to both address homelessness today and reduce it in the future. The ECHO may make recommendations to the legislative bodies of Clark County and each of the cities.

To achieve that aim, the ECHO will:

- Remain focused on the homeless crisis response system at a macro-level.
- Use all relevant and available data on the current homelessness situation in Clark County.
- Review the system holistically, and identify gaps in services and what issues are arising as a result of changes in environment.
- Make recommendations on where the focus of public and private systems should be to best coordinate a unified approach to homelessness.
- Embrace strategies that include, but also go beyond the Continuum of Care to look at addiction, mental illness, and other root causes of housing instability.
- Reference the Clark County Homeless Action Plan as a guide to programs/projects funding and community goals.
- Actively seek out the input of those with lived experience with homelessness and those individuals who provide services to those communities and incorporate that knowledge into the Group's discussions and deliberations.

Relationship between the ECHO, Continuum of Care, and Homeless Action Plan

The ECHO will engage in their work in a manner that reflects and respects the objectives and requirements of the Homeless Action Plan and the Continuum of Care, while focusing on those issues, programs, and services not addressed through the Continuum of Care (CoC) statutory framework. This agreement and charter do not contemplate a formal relationship between the ECHO and the CoC, the CoC Steering Committee or the Clark County Homeless Action Plan and Council for the Homeless.

Conflict of Interest

No member of the ECHO shall participate in or influence discussion or resulting decisions concerning the award of a grant or other financial benefits to the members or the organization that the member represents professionally, as a volunteer or as a board member. Any conflict of interest should be reported to the ECHO members and the member should recuse themselves from discussions or resulting decisions on issues where a conflict of interest exists.

All members of the ECHO may be asked to sign a Conflict of Interest statement.



Staff Report

February 22, 2022 Council Regular Meeting

Resolution 22-003 Revised Salary Scale for the City Administrator

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: The City Administrator recruitment will begin in the coming weeks. Prior to posting the position, the salary was reviewed, and it has been determined that the current salary scale is not comparable and should be increased.

SUMMARY:

City staff reviewed the salary range and determined that it is low for the level of City Administrator we are seeking for Camas. Based on comparable cities and our desire to have a solid, experienced City Administrator, an increase is merited.

Currently, the City Administrator salary is about \$150-179k/annually. Staff is proposing an approximate 10% increase – bringing the range to \$165-198k/annually.

This would put the top step of the pay scale at \$16,500/monthly versus \$14,958/monthly (current top). Based on the current labor market and the desire to have a seasoned City Administrator, this increase is necessary.

When looking at the City Administrator salary, staff looked at cities that are comparable to Camas in population, sales tax and assessed value. This is one method the City uses when reviewing salaries. During the review, consideration was also given to cities that are geographically close to Camas and if a city is “full-service”.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is to be competitive in the labor market to recruit an experienced City Administrator.

What’s the data? What does the data tell us? The data from comparable entities shows that the salary scale is low, and an increase is merited.

How have communities been engaged? Are there opportunities to expand engagement?
N/A

Who will benefit from, or be burdened by this agenda item? N/A

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution? N/A

BUDGET IMPACT: This change will result in an increase of approximately \$25k/annually to the Executive budget including a salary and benefits increase.

RECOMMENDATION: Staff recommends Resolution 22-003 be adopted by Council.

RESOLUTION NO. 22-003

A RESOLUTION adopting a revised salary scale for the City Administrator.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

There is hereby adopted a revised salary scale for the position of City Administrator. The salary scale is attached hereto as Exhibit "A" and shall be effective as of February 22, 2022.

II

PASSED BY the Council and approved by the Mayor this 22nd day of February, 2022.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit "A"
2022 Salary Scale

Position							
	1	2	3	4	5	6	7
City Administrator	13819	14233	14660	15100	15553	16020	16500