



CITY COUNCIL WORKSHOP MEETING AGENDA
Monday, February 3, 2020, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. WORKSHOP TOPICS

- A. Amended Interlocal Agreement with City of Washougal for Animal Control Services
Presenter: Mitch Lackey, Chief of Police

 [HSSW - Contract Letter](#)

[Staff Report](#)

[Amendment to ILA - Animal Control and Shelter Services Jan 8 2020 draft](#)

- B. Parking Time Limit Change Request at 217 NE 3rd Avenue
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

- C. Citywide Traffic Signal Controller Upgrades Professional Services Contract
Presenter: James Carothers, Engineering Manager

 [Staff Report](#)

[Professional Services Contract](#)

- D. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

- E. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

- F. Communications Manager Job Description
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Staff Report](#)

[Option A](#)

[Option B](#)

- G. Resolution No. 1252 Discussion - Procedural Rules for the Conduct of Council Meetings and Workshops

Presenter: Jennifer Gorsuch, Administrative Services Director

 [Recommended Changes Resolution No. 1252](#)

- H. City Administrator Miscellaneous Updates and Scheduling

Details: This is a placeholder for miscellaneous or scheduling items.

Presenter: Jennifer Gorsuch, Administrative Services Director

V. COUNCIL COMMENTS AND REPORTS

VI. PUBLIC COMMENTS

VII. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



Humane Society
FOR SOUTHWEST WASHINGTON

1100 NE 192nd Avenue
Vancouver, WA 98684
360.693.4746
southwesthumane.org

November 1, 2019

David Scott
City Manager
City of Washougal
1701 C Street
Washougal, WA 98671

Dear David:

Please find enclosed for your review a draft agreement between the City of Washougal (City) and the Humane Society for Southwest Washington (HSSW) to provide animal sheltering services. HSSW will contract with West Columbia Gorge Humane Society (WCGHS) to operate the City dog shelter and to provide care for impounded dogs (see Attachment B – proposed contract between HSSW and WCGHS). HSSW will maintain general oversight and will provide financial & administrative services – including monthly reporting. HSSW's facility will be utilized only for overflow purposes, or in the event the City dog shelter must close due to unforeseen emergency circumstances.

It is our hope that through this agreement, the City will be provided a full-service contract that addresses your need for accountability and sustainability, and provides the same high-quality level of service to the residents of Camas and Washougal that your citizens have come to expect from WCGHS.

HSSW has contracted with both Clark County and the City of Vancouver for more than 20 years and has a solid record of fiscal accountability. And, as you may be aware, we are now providing accounting services to WCGHS. As such, we are confident in our ability to develop practices and protocols that are acceptable to both the City and WCGHS.

Additionally, we hope to work with the City to develop a more sustainable animal licensing program which will provide increased revenue in support of the animal control program. By allowing both HSSW and WCGHS to act as licensing agents, we can ensure all dogs passing through our doors will be licensed and registered with the City, as is required by law. The attached licensing agency agreement (Attachment C) provides an example that can be used as a template in developing this program.

Jason Hudson
Chair

LeAnne Bremer
Vice Chair

Sheryl Bateman
Treasurer

Matt Ableidinger
Secretary

Kim Capeloto
Immediate Past Chair

Jann Davis

Jason Fish

Tom Leaptrott

Donna Mason

Chuck Michael

Patti Moller

Patricia Nierenberg

Kyle Sciuchetti

D. Jean Shaw

Dennis Short

James Sikora

Greg Usselman

Kelly Walsh

Jeff Woodside

Dorn Swigert, *Emeritus*

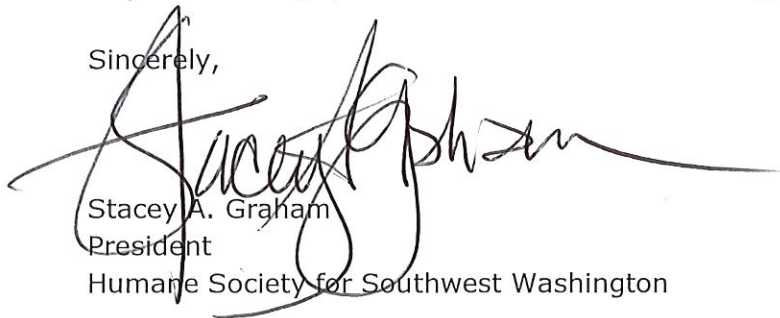
Mr. David Scott
November 1, 2019
Page Two

In 2018, HSSW's actual cost to provide stray animal care averaged \$300 per animal. In order to avoid reliance on donor subsidies to cover the cost of a municipally funded service, we have been working toward full cost recovery with all our contracted jurisdictions. With the rising cost of employees, supplies, and services – especially veterinary care – we anticipate that expenses may increase from year to year, though the number of animals impounded may vary. While we understand full cost recovery is not possible at this time, we hope to work with the City to develop a more equitable partnership in the future.

In addition, as previously discussed, we are interested in working with the City, City Council, and WCGHS in strengthening animal ordinances and introducing new programs designed to resolve currently unaddressed issues related to stray and community cats.

We are excited about this enhanced partnership with WCGHS and the City of Washougal, and we look forward to working with you.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Stacey A. Graham', with a long horizontal flourish extending to the right.

Stacey A. Graham
President
Humane Society for Southwest Washington

cc: Micki Simeone
Megan Collins

Enclosures:

Attachment A: Draft contract between the City of Washougal and Humane Society for Southwest Washington

Attachment B: Contract between Humane Society for Southwest Washington and West Columbia Gorge Humane Society

Attachment C: Sample Licensing Agent Agreement

Attachment D: Financial Services Agreement Between HSSW and WCGHS

Key Components of the Proposed Contract Between HSSW and City of Washougal

- **Full-service contract**

- Increased level of service that provides ongoing stability and continuity
- Shelter complies with industry standards of care, reducing City's liability
- Full-service veterinary care provided during stray period, reducing the need to pay for care at a private clinic
- Full administrative services provided, including licensing & redemption fee collection, monthly reporting, and financial reconciliation
- Partnership with HSSW & WCGHS offers opportunities for future service upgrades, including provisions for stray cats

- **WCGHS continues to be the primary provider of stray shelter services in Washougal/Camas**

- Maintains a familiar location for residents
- Maintains 24-hour access for Washougal PD & Animal Control
- Offers a secondary location for back-up in emergencies
- Strengthens collaborative relationship/partnership between City, WCGHS and HSSW

- **Increased contract fees**

- HSSW is reimbursed for approximately 40 dogs/year that have been unaccounted in prior contracts
- Contract fee will cover the cost of care during the stray hold period (approximately \$150/dog), HSSW/WCGHS donor funds cover the remaining costs for adoption & full medical care (approximately \$200/dog)

- **Cost recovery options for proposed increases**
 - HSSW & WCGHS recommends revisions to the City licensing program that aligns with current industry standards & increases revenue
 - Redemption fees can also be increased to offset the cost of sheltering
 - Licensing agent agreement allows HSSW & WCGHS to ensure that all adopted & reclaimed dogs are licensed
 - Explore potential for licensing cats annually, which provides revenue to cover stray cat services

CONTRACT FOR ANIMAL SHELTER SERVICES
between
CITY OF WASHOUGAL
and
HUMANE SOCIETY FOR SOUTHWEST WASHINGTON

This is a Contract between the City of Washougal, ("City"), and the Vancouver Humane Society & SPCA d/b/a, Humane Society for Southwest Washington ("Society"); providing for the Society to operate a shelter to receive and care for dogs impounded pursuant to Washougal City Ordinance Chapter 8.08 and Camas City Ordinance Chapter 6.08.180. "City Designated Animal Control Agent" shall mean Washougal City Animal Control or any other designated agent the City may choose during the term of this agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between the City and the Society; set forth the compensation paid by the City for such services and provide for other requirements of the parties to this Agreement.

B. TERM OF AGREEMENT

This Agreement will be effective on January 1, 2020 and expires on December 31, 2023. The City reserves the right to extend the Agreement for one (1) additional two (2) year term by mutual agreement between the Society and City.

C. SUBCONTRACTOR

The Society maintains the right to hire subcontractors to fulfill the terms of this agreement, and shall subcontract with WCGHS, pursuant to the contract between HSSW and WCGHS, to carry out the primary responsibilities of this contract. As such, WCGHS shall be recognized as the designated agent of the Society, and shall be afforded all rights to enforce the

ATTACHMENT A

obligations of the City. From time to time, and in agreement with WCGHS, the Society may elect to subcontract with other organizations as needed.

D. FACILITY

1. The Society and WCGHS, as the subcontractor, are hereby assigned, authorized, delegated and empowered to assume the operation of the City Shelter located at 2695 Index Street, Washougal, WA. The City shall be responsible for major facility repairs, taxes, and utilities of the City Shelter building, including water, gas, electricity, and garbage. The subcontractor will pay for and maintain phone lines, internet, and security system for the City Shelter building.
2. The Society and its subcontractor shall:
 - a. operate the City Shelter in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health;
 - b. maintain an adequate number of dog kennels to accommodate all stray dogs brought to the City Shelter by the City's Designated Animal Control Agent, or by residents from within the City of Washougal and City of Camas limits.
3. The City Designated Animal Control Agent will utilize the City Shelter for intake of all dogs. The HSSW Shelter (located at 1100 NE 192nd Avenue, Vancouver) will be utilized for intake of dogs only in the event of an overflow issue or if the City Shelter is closed for an unforeseen emergency circumstance.

E. SHELTER OPERATIONS & SERVICES

4. The Society and its subcontractor shall:
 - a. maintain and follow a clear set of protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations;
 - b. establish and maintain convenient public hours of access, including weekend hours;
 - c. strive to comply with the standards set forth in the "Guidelines for Standards of

ATTACHMENT A

Care in Animal Shelters" published by the Association of Shelter Veterinarians.

- d. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- e. Animals will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.

F. ANIMAL INTAKE

1. The Society and its subcontractors shall:
 - a. accept dogs on behalf of the City of Washougal and City of Camas that are brought in by the City Designated Animal Control Agent; the Washougal Police Department, Camas Police Department, and members of the public who find stray dogs within the Camas or Washougal city limits;
 - b. provide a procedure whereby animals may be delivered to the shelter by the City Designated Animal Control Agent 24 hours per day, 7 days per week.
2. Upon intake, animals will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the animal's health and comfort. Any impounded animal that is suspected to be a victim of cruelty or neglect will be immediately reported to the City's Designated Animal Control Agent.
3. Dogs will be held for the mandated three-day stray hold period in accordance with Washougal City Ordinance Chapter 8.08.060 and Camas City Ordinance Chapter 6.08.180. All impound periods shall continue to run during those hours when the shelter is not open for business. The City may request additional holding periods at a rate of \$25 per dog per day.
4. Underage puppies may be placed in a foster setting prior to the end of the three-day stray hold period.
5. All dogs shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the dog and area where the dog was found.
6. During the three-day stray hold period, dogs will be provided daily food, water, shelter, and, as appropriate, mental enrichment and daily exercise. Once admitted, veterinary

ATTACHMENT A

care, including medical stabilization, pain relief, and routine treatment for common illnesses, will be provided by the Society and its subcontractors. In the event a dog's condition necessitates emergency veterinary care at an outside clinic, the City will be responsible to cover the costs during the three-day stray hold period.

7. Should a dog be suffering from serious injury or disease that would endanger other sheltered animals, or cause the dog to endure unnecessary pain and suffering if left untreated, as determined under the guidance of a licensed veterinarian, the dog may be euthanized prior to the expiration of the required three-day stray hold period and documented on the animal custody record.
8. Any dog impounded may be redeemed within the three-day stray hold period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred. All dogs residing within the city limits of Washougal or Camas must be licensed before release.
9. Dogs may be denied redemption if placed on investigative hold by City's Designated Animal Control Agent or the Health Department. Per Washougal City Ordinance Chapter 8.08.150 and Camas City Ordinance Chapter 6.08.150, redemption may be denied to an owner who has cruelly treated an animal. In these cases, the Society and its subcontractor shall act as directed by the City's Designated Animal Control Agent.
10. The Society and its subcontractor will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

G. DISPOSITION OF UNCLAIMED ANIMALS

1. The Society and its subcontractor shall make all reasonable attempts to reunite stray dogs with their owners, if identified.
2. No live animals shall be used, sold or donated for experimental purposes.
3. After the three-day stray hold period has expired, the Society and its subcontractors shall assume full rights and responsibility for the final disposition of the animal. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.

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4. Euthanasia will be carried out by certified euthanasia technicians under the provisions established by Washington State law.
5. The Society and its subcontractors must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

H. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

1. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
2. Dogs are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.
3. Dogs adopted to residents of the City of Washougal or City of Camas are to be licensed prior to release.

I. ADMINISTRATION

1. The Society and its subcontractors shall:
 - a. act as an agent for the sale of animal licenses for the City of Washougal and City of Camas. Revenue from license sales will be remitted to the contracting jurisdiction, according to the terms of the Licensing Agent Agreement. The Society and its subcontractors may elect to charge an agent fee for every license purchased;
 - b. collect and safeguard impound fees upon redemption of any stray animal, as established by each jurisdiction. Collection of fees shall be duly noted on the animal custody report;
 - c. post redemption fees at the shelter and on Society and its subcontractor's websites;
 - d. have the authority to allow limited discounts and/or fee waivers, in the event an owner is unable to pay full redemption fees;
 - e. be responsible for collecting all impound and licensing fees due upon

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redemption of a stray animal, in accordance with Washougal City Ordinance Chapter 8.08.020 and Camas City Ordinance Chapter 6.08.070;

- f. establish protocols for cash handling and record keeping and will issue an itemized receipt for every dog redeemed;
- g. remit monies due to the City in the form of a credit against monies owed for services provided to the City under the terms of this agreement;
- h. cooperate with City officials, the City's Designated Animal Control Agent, and/or Clark County Public Health on actions pertaining to animals and quarantine and will assist the City in obtaining and presenting evidence in the civil or criminal prosecution of violations to City code, regulations or laws. If Society or its subcontractor's representatives are asked to testify in court, there may be an additional fee for this service, to be determined in advance;
- i. meet quarterly with City Designated Animal Control Agent to review and resolve any issues or concerns;
- j. maintain confidentiality related to records and information and use discretion in conversations with the public.

J. CITY'S RESPONSIBILITIES:

- 1. The City Designated Animal Control Agent will deliver **live** stray dogs to the City Shelter and:
 - a. secure the dog in a designated kennel;
 - b. complete all required information on animal services intake form, provide any additional information relevant to the dog, and place completed animal services intake form in designated form box;
 - c. inform the Society and its subcontractors when an animal is to be held for protective custody, quarantine, or investigative purposes (bite quarantine dogs must be secured in the bite quarantine kennel);
 - d. ensure water bowl in kennel is filled if drop-off is after hours;
 - e. assume responsibility for all after-hours emergency care of the dog impounded by the City until the dog has been admitted, including payment of care for

ATTACHMENT A

impounded dogs taken by the City to the veterinary clinics by the City Designated Animal Control Agent;

- f. place a link to the Society and its subcontractors' websites where each impounded animal will be posted throughout the three-day stray hold period after admission. Such notice shall contain a general description of the impounded dog showing breed, sex, color, and a photo.
2. The City Designated Animal Control Agent will deliver dead on arrival (DOA) animals to the subcontractor (WCGHS Cat Shelter) and:
 - a. take a photo (if a domesticated animal);
 - b. place the animal in a designated DOA bag and label the remains;
 - c. provide detailed information on the animal DOA form provided by the subcontractors and place in appropriate designated DOA form box;
 - d. place the DOA bag in the freezer located at the WCGHS Cat Shelter.
3. The City will follow up on potential animal cruelty cases as referred by either the Society or its subcontractors.
4. The City will engage in cooperative communication with Society and its subcontractors' staff and volunteers on a daily basis.
5. The City will provide all available and pertinent information in order to assist in reuniting dogs with their owners.
6. The City will meet quarterly with the Society and its subcontractors to review and resolve any issues or concerns.
7. The City will maintain confidentiality related to records and information and use discretion in conversations with the public.

K. INSURANCE

1. The Society, and its subcontractors, shall carry liability insurance with the following minimum coverage: \$1,000,000 combined single limit bodily injury and property damage, with the City of Washougal and City of Camas named as additional named insureds, and provide that the City is to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage. Such insurance shall be subject to the approval of the City Attorney.

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2. The Society shall forward copies of all insurance policies or binders to the City within ten (10) days of signing this Agreement.

L. HOLD HARMLESS/INDEMNIFICATION

The Society does release, indemnify and promise to defend and save harmless the City, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, the Society specifically agrees to indemnify and hold harmless the City from any and all bodily injury claims brought by employees of the Society, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the City. Provided, however, this paragraph does not purport to indemnify the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the City its elected officials, officers, employees and agents.

M. ACCOUNTABILITY

1. By the 20th of each month following services, the Society shall submit to the City's Designated Animal Control Agent, aggregate reports reflecting the number of dogs handled for City, and their dispositions. The City shall provide the format for these reports or the forms themselves.
2. The City shall retain the right to inspect records and to investigate matters involving the care of stray dogs impounded from the City jurisdiction.
3. Upon 48 hours' notice, the Society shall make available for City inspection at any reasonable time all records relating to the services provided under this Agreement. All such reports shall remain the property of the City. Those records which are public documents shall be made available to members of the public upon request to the City in accordance with the Public Records Act, RCW Chapter 42.56.
4. The Society and its subcontractors shall maintain its ability to be properly licensed to operate as a business during the life of this contract and provide to the City a copy of its

ATTACHMENT A

bylaws, articles of incorporation, applicable business licenses and nonprofit tax-exempt designation. The Society shall inform the City within thirty (30) days of any changes in any of the above.

N. CONSIDERATION

1. For the services provided to the City per this Contract, the City agrees to pay the Society a flat fee according to the schedule outlined in ADDENDUM A.
2. The Society shall prepare and deliver an invoice for services provided to the City on a quarterly basis (January, April, July, and October of each year) and will provide an accounting of all dogs impounded, reclaimed, and the associated impound fees collected on the City's behalf. Each invoice will reflect credit for any redemption fees and/or civil penalties collected within the invoice period. The City shall pay the invoices within 30 days of receipt. If payment is not received within 30 days, unpaid balances will be assessed a late fee of 1.5% per month. Service fees will be reviewed and may be revised with each contract extension.
3. The flat fee specified in ADDENDUM A covers intake processing and sheltering services for the mandated three-day stray hold period, with a grace period up to a total of ten days. If the Society or its subcontractors hold an animal beyond ten days at the request of the City or the City's Designated Animal Control Agent, additional compensation may be negotiated based on actual costs incurred.

O. TERMINATION

This Contract may be terminated at will by any party by giving six (6) months written notice of intent to terminate to the City Manager on the part of the City, and to the President of the Humane Society for Southwest Washington on the part of the Society. No cause for such termination need be shown. In addition, this Contract may be terminated by any party for a material breach of non-performance of contract requirements upon sixty (60) days written notice.

M. GENERAL PROVISIONS

1. Independent Capacity: The parties intend that an independent contractor relationship between the Society and the City will be created by this Contract. No agent, employee, or representative of the Society shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Society are not entitled to any of the benefits the City provides for City employees. The Society will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. The Society is responsible for all taxes applicable to this Contract. Governing Laws and Disputes: This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through the City Manager (for the City) and the President (for the Society), shall meet with each other an attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be in the Superior County of Clark County, Washington.
2. Amendment: Any Amendment to this contract shall be in writing and approved by the City Manager or designee on the part of the City and by the Society's President or designee on the part of the Society. In the event either party shall desire to renegotiate any provision of this Contract, the party shall provide 90 days' written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
3. Waiver: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.
4. Notices: Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to:

To the City:
City Manager
City of Washougal
1701 C Street
Washougal, WA 98671

To the Society:
President
Humane Society for Southwest Washington
1100 NE 192nd Avenue
Vancouver, WA 98684

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5. Severability: If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
6. Entire Agreement: This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.
7. Ratification: Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

DATED this _____ day of _____, 2019

Approved as to form:

CITY OF WASHOUGAL

A municipal corporation

By: _____

David Scott, City Manager

VANCOUVER HUMANE SOCIETY &

Society for Prevention of Cruelty to Animals,

DBA Humane Society for Southwest Washington

By: _____

Stacey Graham, President

ADDENDUM A

For the services provided to the City per this Contract, the City agrees to pay the Society a flat fee intended to cover these basic contract services:

- Admission to the shelter
- Physical exam; preventive care: core vaccines; de-wormer; flea treatment
- Medical stabilization & pain management
- Daily food, shelter, and basic care during the minimum stray hold period, with a grace period of up to 10 days
- Lost/found & redemption services
- Fee collection & remittance; financial reconciliation; record keeping & administrative oversight

| YEAR | ANNUAL FEE | APPROX. FEE PER DOG |
|-----------------------|------------|---------------------|
| 1/1/2020 – 12/31/2020 | \$31,500 | \$150 |
| 1/1/2021 – 12/31/2021 | \$34,000 | \$170 |
| 1/1/2022 – 12/31/2022 | \$38,000 | \$190 |

Additional Fees may be charged for the following services, if specifically requested by the City:

| | |
|---|----------------------|
| Animals held beyond the 10-day grace period: | \$25/day |
| Veterinary care beyond routine stabilization: | Fee to be negotiated |
| Expert witness testimony in court proceedings: | Fee to be negotiated |
| Large-scale seizures, impoundments or emergency evacuations: | Fee to be negotiated |
| Licensing Agent Fee <i>(If the Society and its subcontractors become designated licensing agents, a consumer-paid agent fee may be charged.)</i> | Fee to be negotiated |

CONTRACT FOR ANIMAL SHELTER SERVICES
between
HUMANE SOCIETY FOR SOUTHWEST WASHINGTON
and
WEST COLUMBIA GORGE HUMANE SOCIETY

This is a Contract between Vancouver Humane Society & SPCA d/b/a, Humane Society for Southwest Washington ("HSSW") and West Columbia Gorge Humane Society, ("WCGHS"); providing for HSSW to subcontract with WCGHS to operate a shelter to receive and care for dogs impounded pursuant to Washougal City Ordinance Chapter 8.08 and Camas City Ordinance Chapter 6.08.180 and pursuant to the contract between the City of Washougal and Humane Society for Southwest Washington for said shelter. "City" shall mean City of Washougal. "City Designated Animal Control Agent" shall mean Washougal City Animal Control or any other designated agent the City may choose during the term of this agreement.

It is hereby AGREED by the parties as follows:

A. PURPOSE

The purpose of this Contract is to define the scope of services contracted between HSSW and WCGHS; set forth the compensation paid by HSSW for such services and provide for other requirements of the parties to this Agreement.

B. TERM OF AGREEMENT

This Agreement will be effective on January 1, 2020 and expires on December 31, 2023.

C. SERVICES

1. As the designated agent of HSSW, WCGHS shall be afforded all rights to enforce the obligations of the City, as outlined in HSSW's contract with the City of Washougal. HSSW shall provide timely support of efforts by WCGHS to enforce these obligations.

ATTACHMENT B

2. HSSW may, from time to time, and with approval from WCGHS, hire subcontractors to support the needs of each organization.

3. FACILITY

- a. WCGHS, as subcontractor for HSSW, will operate an Animal Shelter located at 2695 Index Street, Washougal, WA. WCGHS will pay for and maintain phone lines, internet, and security system for the building.
- b. WCGHS shall operate the Shelter in full compliance with laws governing animal shelter facilities in the State of Washington, including any regulations promulgated by the Washington Department of Health.
- c. Acceptance of dogs from the City of Camas or City of Washougal residents at the HSSW facility (located at 1100 NE 192nd Avenue, Vancouver), will occur only when the Washougal shelter is closed, or is unable to intake dogs due to unexpected circumstances.

4. SHELTER OPERATIONS

- a. WCGHS will maintain and follow a clear set of agreed upon protocols regarding shelter admission and intake procedures, care and welfare of animals, employee conduct and shelter and adoption operations.
- a. WCGHS will establish and maintain convenient public hours of access, including weekend hours – Monday through Saturday 11 a.m. to 5 p.m., subject to change for holidays. WCGHS will provide HSSW and the City two weeks' advance notice of any modifications to the schedule.
- b. WCGHS shall strive to comply with the standards set forth in the "Guidelines for Standards of Care in Animal Shelters" published by the Association of Shelter Veterinarians.
- c. A licensed veterinarian shall monitor the veterinary care and other aspects of shelter operations affecting the health of the animal population of the shelter.
- d. Dogs will be treated with care and respect, provided a clean, comfortable, safe and healthy environment with adequate housing, exercise, water and food.

5. DOG INTAKE

ATTACHMENT B

- a. WCGHS shall accept dogs on behalf of the City of Washougal and City of Camas that are brought in by the City Designated Animal Control Agent; the Washougal Police Department, Camas Police Department, and members of the public who find stray dogs within the Camas or Washougal city limits.
- b. WCGHS shall provide a procedure whereby animals may be delivered to the Shelter by the City Designated Animal Control Agent 24 hours per day, 7 days per week.
- c. Upon intake, dogs will be vaccinated for common illness, treated for fleas and worms, and groomed as necessary for the dog's health and comfort. Any impounded dog that is suspected to be a victim of cruelty or neglect will be immediately reported to the City Designated Animal Control Agent.
- d. Dogs will be held for a minimum of three-day stray hold period in accordance with Washougal City Ordinance Chapter 8.08.060 and Camas City Ordinance Chapter 6.08.180. All impound periods shall continue to run during those hours when the shelter is not open for business.
- e. Underage puppies may be placed in a foster setting prior to the end of the stray hold period.
- f. All dogs shall have an impound record, indicating the identification tag number, if any, species, breed and description of animal by coloring, time and date of impound, name of agent taking in the dog and area where the dog was found.
- g. Should a dog be suffering from serious injury or disease that would endanger other sheltered animals, or cause the dog to endure unnecessary pain and suffering if left untreated, as determined by WCGHS under the guidance of a licensed veterinarian, the dog may be euthanized prior to the expiration of the required hold period and documented on the animal custody record.
- h. Any dog impounded may be redeemed within the stray holding period, upon evidence of rightful ownership or custody and payment of redemption fees. These may include the cost of impound, transportation, and any additional veterinary costs incurred. All dogs must be licensed before release.
- i. Dogs may be denied redemption if placed on investigative hold by City Designated

ATTACHMENT B

Animal Control Agent or the Health Department. Per Washougal City Ordinance Chapter 8.08.150 and Camas City Ordinance Chapter 6.08.150, redemption may be denied to an owner who has cruelly treated an animal. In these cases, WCGHS shall act as directed by the City Designated Animal Control Agent.

- j. WCGHS will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering.

6. DISPOSITION OF UNCLAIMED ANIMALS

- a. WCGHS shall make all reasonable attempts to reunite stray dogs with their owners, if identified.
- b. No live animals shall be used, sold or donated for experimental purposes.
- c. After minimum hold times have expired, WCGHS shall assume full rights and responsibility for the final disposition of the dog. This may include adoption, transfer to an approved adoption or rescue agency, or humane euthanasia.
- d. WCGHS must provide for the humane euthanasia and disposal of animals that cannot be placed, using the most modern and humane method available. Euthanasia should be carried out by certified euthanasia technicians under the provisions established by Washington State law.
- e. WCGHS must maintain a current Washington Board of Pharmacy license to purchase and dispense appropriate drugs and must comply with all Federal and State regulations concerning the handling of controlled substances for the purpose of animal euthanasia.

7. ADOPTION, PLACEMENT OR TRANSFER OF ANIMALS

- a. Every reasonable effort shall be made to return the animal to its owner prior to release of the animal through adoption or transfer to another animal welfare agency.
- b. Dogs are to be spayed or neutered and microchipped as a condition of adoption, subject to the animal shelter's discretion.
- c. Dogs are to be licensed prior to release.

8. ADMINISTRATION

ATTACHMENT B

- a. WCGHS will act as an agent for the sale of animal licenses for Clark County, the City of Washougal and the City of Camas. Revenue from license sales will be remitted to the contracting jurisdiction, according to the terms of the Licensing Agent Agreement. WCGHS may elect to charge an agent fee for every license purchased.
- b. Upon redemption of any stray animal, WCGHS shall collect and safeguard impound fees as established by each jurisdiction. Collection of fees shall be duly noted on the animal custody report.
- c. Redemption fees shall be posted at the shelter and on WCGHS's website. The WCGHS shall have the authority to allow limited discounts and/or fee waivers, in the event that an owner is unable to pay full redemption fees. Individual records of each fee discount will be forwarded to the City.
- d. WCGHS shall be responsible for collecting all impound and licensing fees due upon redemption of a stray animal, in accordance with Washougal City Ordinance Chapter 8.08.020 and Camas City Ordinance Chapter 6.08.070 and will issue an itemized receipt for every dog redeemed.
- e. WCGHS shall follow established protocols for cash handling and record keeping as outlined in the attached Financial Services Agreement (Attachment D) between HSSW and WCGHS.
- f. WCGHS will cooperate with City officials, the City Designated Animal Control Agent, and/or Clark County Public Health on actions pertaining to animals and quarantine and will assist the City in obtaining and presenting evidence in the civil or criminal prosecution of violations to City code, regulations or laws.

D. INSURANCE

1. WCGHS shall carry liability insurance with the following minimum coverage: \$1,000,000.00 combined single limit bodily injury and property damage, with HSSW, City of Washougal and City of Camas named as additional named insureds, and provide that HSSW is to be notified by the insurance agent/broker or company not less than 30 days in advance of any policy cancellation or termination of coverage.

ATTACHMENT B

2. WCGHS shall forward copies of all insurance policies or binders to HSSW within ten (10) days of signing this Agreement.

E. HOLD HARMLESS/INDEMNIFICATION

WCGHS does release, indemnify and promise to defend and save harmless HSSW and the City, its elected officials, officers, employees and agents from and against any all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by HSSW or the City, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Contract. In making such assurances, WCGHS specifically agrees to indemnify and hold harmless HSSW and the City from any and all bodily injury claims brought by employees of WCGHS, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against HSSW or the City. Provided, however, this paragraph does not purport to indemnify HSSW or the City against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of HSSW or the City its elected officials, officers, employees and agents.

F. ACCOUNTABILITY

1. By the 10th of each month following services, WCGHS shall submit to HSSW aggregate reports reflecting the number of animals handled for the City, and their dispositions.

2. HSSW shall retain the right to inspect the facility, protocols, and records and to investigate matters involving the care of stray dogs impounded from the City jurisdiction.

3. HSSW shall be provided routine access to WCGHS database for reporting and accountability purposes.

4. On a monthly basis, each organization will report the number of stray dogs received, and their dispositions

5. Those records which are public documents shall be made available to members of the public upon request by the City in accordance with the Public Records Act, RCW Chapter 42.56.

ATTACHMENT B

6. WCGHS shall maintain appropriate business licenses during the life of this contract and provide to HSSW a copy of its bylaws, articles of incorporation, applicable business licenses and nonprofit tax-exempt designation. WCGHS shall inform HSSW within thirty (30) days of any changes in any of the above.

G. CONSIDERATION

See ADDENDUM A

H. TERMINATION

This Contract may be terminated at will by any party by giving six (6) months written notice of intent to terminate to the President of the Humane Society for Southwest Washington on the part of WCGHS. No cause for such termination need be shown. In addition, this Contract may be terminated by any party for a material breach of non-performance of contract requirements upon sixty (60) days written notice.

I. GENERAL PROVISIONS

1. INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship between WCGHS and HSSW will be created by this Contract. No agent, employee, or representative of WCGHS shall be deemed to be an employee, agent, or representative of HSSW for any purpose, and the employees of WCGHS are not entitled to any of the benefits HSSW provides for HSSW employees. WCGHS will be solely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. WCGHS is responsible for all taxes applicable to this Contract.

2. GOVERNING LAWS AND DISPUTES

This contract shall be governed by the laws of the State of Washington. Before instituting any legal action hereunder, the parties, through Executive Director (for WCGHS) and the President (for HSSW), shall meet with each other an attempt in good faith to resolve the disagreement. Venue for any action hereunder shall be in the Superior County of Clark County,

ATTACHMENT B

Washington.

3. AMENDMENT

Any Amendment to this contract shall be in writing and approved by the Executive Director or designee on the part of WCGHS and by HSSW's President or designee on the part of HSSW. In the event either party shall desire to renegotiate any provision of this Contract, the party shall provide 90 days' written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.

4. WAIVER

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or waiver of the provision itself.

5. NOTICES

Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to:

To WCGHS:

Executive Director

West Columbia Gorge Humane Society

PO Box 270

Washougal, WA 98671

To HSSW

President

Humane Society for Southwest Washington

1100 NE 192nd Avenue

Vancouver, WA 98684

6. SEVERABILITY

If any provision of this Contract is held unenforceable, then such provision will be modified to reflect to the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

7. ENTIRE AGREEMENT

This instrument constitutes the entire Contract between the parties and supersedes all prior agreements.

8. RATIFICATION

Acts taken pursuant to this Agreement, but prior to its execution are hereby ratified and affirmed.

ATTACHMENT B


DATED this 1st day of November, 2019

Approved as to form:

West Columbia Gorge Humane Society

By: 
Megan Collins, Executive Director

VANCOUVER HUMANE SOCIETY &
Society for Prevention of Cruelty to Animals,
DBA Humane Society for Southwest Washington

By: 
Stacey Graham, President

ATTACHMENT C

Clark County Licensing Agency Agreement

AGENCY AGREEMENT for the Issuance of Dog and Cat Licenses dated _ _ _ _ _ 20__

Clark County Animal Protection & Control, a program within the Department of Community Development of Clark County, Washington, a municipal corporation, with offices at 1300 Franklin Street, PO Box 9810, Vancouver, Washington, 98666-9810 ("County") and _ _ _ _ _ with offices at _ _ _ _ _ Phone: _ _ _ _ _ ("Agency") agree as follows:

I. County covenants and agrees:

- a. To furnish Agency with official dog and cat license tags, license receipt forms and transmittal forms for issuance to pet owners within Clark County, which the County, in its sole determination, deems sufficient for Agency's location; title to such license tags and license receipt forms remaining with County at all times.
- b. To furnish Agency within one week from notification with a sufficient supply of accounting forms, promotional material, and other materials as necessary for conformance to this agreement.
- c. To furnish Agency with current license issuance procedures manual including rules and regulations for the issuance of dog and cat license tags, and copies of the Clark County or other jurisdiction's code relative to animal control.

2. Agency covenants and agrees:

- a. To properly safeguard and account for all dog and cat license tags, receipt forms from the issuance of such, other forms, documents and materials furnished by County.
- b. To issue dog and cat license tags to pet owners within Clark County, City of Vancouver and Town of Yacolt in conformance to the procedures manual furnished by County, at the rates specified by the Clark County Code (including the assessment of the Agency's fee in accordance with 3b).
- c. To promptly report to County any missing or stolen dog or cat license tags, license receipt forms or other documents, if filing any charges with law enforcement officials with respect to lost or stolen items, to also immediately contact Animal Protection & Control.
- d. To allow Clark County Animal Protection & Control signs to be placed on Agency's premises and permit Clark County to advertise and promote Agency's premises to be used for the issuance of dog and cat license tags.
- e. To encourage and solicit pet owners within Clark County to purchase and display license tags for all their dogs and cats.
- f. To train employees in procedures and policies covered by this Agreement.

ATTACHMENT C

- g. As representatives of the County, to provide courteous and efficient service to all Clark County residents and pet owners.
- h. To not issue any pet license tag without being first given proof of current rabies vaccination for the pet being licensed.
- i. To utilize all forms and reports provided or required by the County and comply with all standards of performance and reporting requirements of County and the Clark County Auditor.

3. It is mutually covenanted and agreed as follows:

- a. Agency shall mail via United States Postal Service, all license receipts received during the prior period in the manner described in 3b, on the _____ Friday of each month, or more frequently when specified by County. Agency shall hold all moneys received from the issuance of dog and cat licenses. Upon receipt of complete and voided receipts, the County shall issue an invoice for the total owed as reflected by receipts and accompanying inventory sheet (supplied by the County). Agent then agrees it shall pay to the County ten business days after the receipt of the invoice the balance due.
- b. Agency has the option to charge and retain up to \$1.50 within the County and 1.00 within the City limits or as otherwise outlined by CCC 8.07.040 and VMC 8.24.040 for each dog or cat license tag issued; said fee to be properly recorded on documents supplied by County and accounted for as described in 2b.
- c. Non-sufficient fund checks or any other term of underpayment from license are responsibility of Agency.
- d. Agency agrees to indemnify and hold harmless the County from any and all actions or claims resulting from this agency relationship.
- e. Agency shall not sell, transfer, or otherwise dispose of unissued dog and cat license tags and license receipt forms and shall return them to County upon its request. Voided receipt forms must be kept and returned to the County along with each period's submittals. All missing receipts will be assumed as issued and invoiced accordingly.
- f. Agency shall not pledge, transfer, or assign this Agreement, nor obtain or attempt to obtain credit or enter into any contracts or agreements in the name of or on behalf of County.
- g. As recipient of public funds, Agency agrees that the County, on its own or by and through the County Auditor, may at any time audit the Agency; Agency agrees to make available all records, books, documents, reports, and all other information related to this agency relationship which on the discretion of the County, or County Auditor, is necessary for an accurate and complete audit; Agency agrees that County, or County Auditor, may take complete possession of said material if such possession is deemed necessary for an accurate and complete audit.
- h. This Agreement shall continue in force and effect until canceled by either party giving thirty (30) days advance written notice of its intent to cancel.

ATTACHMENT C

- i. On or before the termination date as described above, or in the event Agency fails to comply with the terms of this Agreement, Agency shall turn over all license receipts and license receipt forms to County, and County shall recover possession of all unissued dog and cat license tags, license receipt forms, documents, manuals, and other forms/materials issued or furnished to Agency by County.
4. This Agreement and any exhibits attached hereto contain the entire agreement of the parties with respect to the subject matter of this Agreement, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties.
5. This Agreement shall be interpreted under the laws of the State of Washington. Any litigation under this agreement shall be resolved in the courts of Clark County, State of Washington.
6. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.
7. The parties signing below hereby affirm that they have the authority to bind the respective parties to the terms of this Agreement.

WITNESS the due execution of this Agreement as of the ____ day of __ ____, 20__

(Agency)

By _____

Title _____

(County)

By _____

Title _____

ATTACHMENT D

Humane Southwest Network Financial Services Agreement

Between the Humane Society for Southwest Washington and West Columbia Gorge Humane Society

The Humane Society for Southwest Washington will provide Financial Services to West Columbia Gorge Humane Society as follows:

1. Deposit and Record all Checks and Cash Received

a. WCGHS will:

- i. collect all checks and cash received;
- ii. document receipts via the "WCGHS Deposit Record" form;
 - a. Receipt documentation to include an image of each check;
- iii. provide a list of the currency/coinage/checks for each bank deposit;
- iv. deliver the deposit to the bank;
- v. email to HSSW
 - a. copies of the completed WCGHS Deposit Record pages;
 - b. a copy of the bank deposit submitted to the bank;
 - c. receipt from the bank for completed deposit.

b. HSSW will:

- i. reference information included on WCGHS reports (DonorPerfect/ShelterLuv) to determine appropriate account(s) for recording the deposit into the HSSW Sage accounting system;
- ii. contact WCGHS for any clarification that may be required.

2. Record Incoming Payments Received via Credit Card Processing Services (i.e. PayPal, Greater Giving, Benevity, Go Fund Me, etc.)

a. WCGHS will:

- i. enter all payments received via credit card processing services in DonorPerfect and provide HSSW a report of total payments received per day.

b. HSSW will:

- i. enter payment summary in Sage and cross-reference with WCGHS DonorPerfect records for accuracy and completeness.

3. Invoices Received from Vendors/Suppliers via US Mail and/or Electronically

a. WCGHS will:

- i. collect all Invoices received and send to HSSW via email WCGHS "accounting" email account.

b. HSSW:

- i. review all invoices received;
- ii. apply appropriate account coding and record in AP system;
- iii. provide WCGHS a list of Invoices to be paid for approval;
- iv. upon approval from WCGHS, issue payments.

4. Impound Billings

a. HSSW will:

- i. prepare and send (via email) monthly invoice with impound report to the City of Washougal and other municipalities/organizations as appropriate and requested.

b. WCGHS will:

- i. provide the monthly impound report to HSSW via email

5. Recording Additional Financial Entries

a. WCGHS will:

- i. Provide summary report(s) to HSSW as needed for additional entries.
- ii. Process payroll payments and provide payroll reports.

b. HSSW will:

- i. record entries into Sage as required including payroll and payroll taxes, etc.

6. Reconciliations

a. HSSW will:

- i. prepare monthly bank reconciliations
- ii. prepare monthly credit card reconciliation
- iii. reconcile balance sheet accounts as necessary

7. Financial Reports

a. HSSW will

- i. provide WCGHS monthly financial reports including Balance Sheet, Profit & Loss Statement, Budget vs. Actual reports, and other necessary board reports
- ii. Upon request HSSW will provide requested financial information to WCGHS as required for grants, donors, potential sponsors, and potential partners.

8. Washington State Business and Occupation Tax

a. HSSW will

- i. process and issue quarterly B & O taxes on behalf of WCGHS

9. 990 Preparation

a. HSSW will

- i. prepare annual Form 990 on behalf of WCGHS.

10. Additional Notes:

a. HSSW will:

- i. process all WCGHS vendor payments on Wednesday of each week;
- ii. generate a listing of invoices to be paid and email list to WCGHS for approval;

b. WCGHS will:

- i. return invoice list to HSSW with approval or exceptions noted

c. HSSW will:

- i. upon approval to print, printed checks will be signed using WCGHS Signature Stamp
 - a. signature stamp will be stored in a locked cabinet with access limited to the HSSW Director of Finance (or designee when absent);
- ii. mail checks with appropriate supporting documents as appropriate.

We understand and agree to the Guiding Principles and Terms of the Humane Southwest Network Mutual Aid and Assistance Agreement.

Humane Society for Southwest Washington - 1100 NE 192nd Avenue, Vancouver, WA 98684

Date: 8/27/19

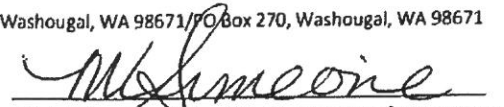

Jason Hudson, Board Chair

Date: 8.27.19

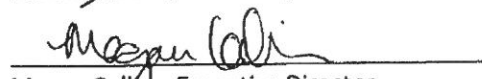

Stacey Graham, President

West Columbia Gorge Humane Society - 2675 Index Street, Washougal, WA 98671 / PO Box 270, Washougal, WA 98671

Date: 8/27/19


Micki Simeone, President, Board of Directors

Date: 8/27/19


Megan Collins, Executive Director

ADDENDUM TO ATTACHMENT E

Beginning July 2019, the Humane Society for Southwest Washington will provide West Columbia Gorge Humane Society an invoice in the amount of \$575.00 per month for expenses associated with providing financial services as stated in Attachment E. Invoices will be sent to West Columbia Gorge Humane Society on the 20th of each month for payment by the 30th of each month.

The financial services fee between Humane Society for Southwest Washington and West Columbia Gorge Humane Society will be reevaluated and reviewed for renegotiation at the end of each year.



Staff Report

February 3rd, 2020 Council Workshop

Amendments to Inter-local Agreement with City of Washougal for Animal Control Services

| Staff Contact | Phone | Email |
|-------------------------------|--------------|--|
| Mitch Lackey, Chief of Police | 360.817.1502 | mlackey@cityofcamas.us |

INTRODUCTION/PURPOSE/SUMMARY: The City of Camas contracts with the City of Washougal for Animal Control services, which includes expenses for the operation of the dog kennel located in the Port of Camas/Washougal Industrial Park. The City of Washougal also has a contract with the West Columbia Gorge Humane Society to help operate the dog kennel and facilitate care dogs impounded from the City of Camas. The West Columbia Gorge Humane Society also functions to help adopt out unclaimed dogs to new homes.

Several recent events have led the City of Washougal to conclude that they need to change some of these contractual arrangements and modify the Inter-local Agreement with the City of Camas. First, the City of Washougal hopes to close their dog kennel in the near future. With that facility closed, they are in need of a new facility in the local area that could accept dogs that are picked up and impounded. Second, the West Columbia Gorge Humane Society has merged with the Humane Society for Southwest Washington in a cooperative move designed to provide better service and more oversight. The Humane Society for Southwest Washington will be the lead vendor going forward who will be providing services to the City of Washougal. The HSSW has a facility located on NE 192nd Avenue, in Vancouver, that is equipped to handle dog impounds from Camas and Washougal.

With the City of Washougal's desire to close their dog kennel facility, combined with the dissolution of the Columbia Gorge Humane Society, Washougal finds it necessary to negotiate a new contact for these services with the HSSW.

This new arrangement will see costs go up for the services that are provided by the HSSW, as compared to those same services that were offered previously by the WCGHS.

The Washougal City Council is currently reviewing and authoring the same changes to the Inter-local Agreement so that their City Manager, Mr. Scott, can proceed in getting the necessary contracts in place to implement these changes.

BUDGET IMPACT: These changes will have a budget impact. The fees and expenses that are associated to shelter services increase under HSSW. They move away from the old "per dog" fee to a flat rate for each year. In addition, each year escalates the fee. And, we will be charged for dogs that are dropped off at the shelter by citizens who report that they found the stray animal within the city limits of Camas.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: This report is provided for Council information and possible future action.

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL BETWEEN THE CITY OF WASHOUGAL AND THE CITY OF CAMAS

WHEREAS, on January 1, 1983, the City of Camas, a municipal corporation, and the City of Washougal, a municipal corporation, entered into an agreement for a joint Animal Control program, pursuant to RCW 39.34, the Interlocal Cooperation Act, and

WHEREAS, amendments have been approved in 1994, 1996, 2000 and 2013, to this Interlocal Cooperation agreement, and

WHEREAS, Camas and Washougal determined that it continues to be to the advantage of both cities to continue the joint animal control program, and

WHEREAS, the parties agree that the current Interlocal agreement needs to be updated for the continued efficient operation of the joint animal control operation.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Effective upon execution of this amendment , Camas and Washougal shall continue the joint animal control program under the authority of the Interlocal Cooperation Act, RCW 30.34, and the terms of the agreement.
2. Camas agrees that Washougal has the authority to enter into contracts in order to run the program as efficiently and effectively as possible - while staying in line with item 9 below. This includes, but is not limited to, contracts to operate the kennel and purchase shelter services. It is acknowledged that Washougal may surplus the animal shelter and contract for the provision of animal shelter services.
3. This agreement supersedes and replaces all previous agreements between the parties on animal control and housing in its entirety.

- i. The program costs shall be shared by the City of Camas at 50% and the City of Washougal at 50%.
 - ii. Revenues received on behalf of the City of Camas will be reflected on the semi annual invoice and will reduce the amount owed by Camas. These revenues will be broken out by type to allow for proper revenue recognition.
4. All capital equipment, hereinafter defined as equipment of a value in excess of \$5,000 purchased after the date of this agreement, shall be jointly owned by the City of Camas and the City of Washougal. In the event this agreement is terminated for any reason, then within thirty (30) days of the date of termination, the City of Camas and City of Washougal shall determine the respective distribution of said property, whether by retaining said property and/or purchase at book value.
5. The animal control officers shall be City of Washougal employees. No employee/employer relationship shall exist with the city of Camas and the animal control officers, except to provide a limited commission to enforce provisions contained in the animal control sections of the Camas Municipal Code. The animal control officers shall be entitled to such employee benefits, including, but not limited to, retirement, vacations, sick leave, and medical insurance, as are provided for under the ordinances of the City of Washougal. The City of Washougal shall have the sole responsibility for providing such benefits, and the City of Camas shall have no obligation to provide animal control officers with the additional benefits provided for under the ordinances of the City of Camas. The City of Washougal shall further have the duty to pay FICA, Medicare, industrial insurance, unemployment and all other employee taxes for the animal control officers, and the City of Camas shall have no obligation therefore, except as provided under Section 9, Financial Contribution.
6. Authority is provided to staff the joint program with two (2) full time employees.

7. Each officer will be authorized to work forty (40) hours per week, at times and days determined by the employer.
8. Prosecution of animal control violations and issuances of animal licenses shall be the separate responsibility of each city.
9. BUDGET – Written requests and verbal explanations shall be consistent with the policies, procedures and timetables applicable to each city. The budget shall clearly set forth costs to be divided between each municipality.

10. ANIMAL SHELTER SERVICES

Washougal will:

- i. Ensure the operation of the animal shelter at 2695 Index Street, Washougal, WA and will ensure that the shelter operator will receive dogs brought there pursuant to Camas City Code (Title 6 Animals) by the animal control officers & strays brought by citizens.
- ii. Provide access to the public in order to redeem animals held in the shelter during all hours that the Washougal City Hall is open to the public.
- iii. Ensure that the shelter operator will supply, feed, house, and care for all animals received at the facility in accordance with those conditions set forth in Camas City Code (Title 6 Animal). Animal shelters shall meet the following conditions:

General conditions:

- iv. Animal housing facilities shall be provided for the animals, shall be structurally sound, shall be maintained in good repair, and shall be designed so as to protect the animals from injury and to restrict the entrance of other animals.
- v. Each animal shall be provided with adequate floor space to allow such animal to turn about freely and to easily stand, sit and lie in

a comfortable, normal position.

- vi. Any electrical power shall be supplied in conformance with applicable electrical codes adequate to supply heating and lighting as may be required.
- vii. Water shall be supplied at sufficient pressure and quantity to clean indoor housing facilities and enclosures of debris and excreta.
- viii. Suitable food and bedding shall be provided and stored in facilities adequate to provide protection against infestation or contamination by insects or rodents. Refrigeration shall be provided for the protection of perishable foods.
- ix. Provision shall be made for the removal and disposal of animal and food wastes, bedding, dead animals and debris. Disposal facilities shall be provided and operated as to minimize vermin infestation, odors and disease hazards.
- x. Washroom facilities, including sinks and toilets, with hot and cold water, shall be conveniently available to maintain cleanliness among animal caretakers and for the purpose of washing utensils and equipment.
- xi. Sick, diseased or injured animals shall be separated from those appearing healthy and normal and shall be kept in isolation quarters with adequate ventilation to keep from contaminating well animals.
- xii. An employee, or keeper, shall make provisions to feed, water and do the necessary cleaning of animals daily.
- xiii. No person shall misrepresent an animal to a consumer in any way.
- xiv. No person shall knowingly release a sick or injured animal without disclosing the sickness or injury to the recipient.
- xv. Animals, caged, closely confined or restrained shall be permitted daily exercise in a yard or area suitable for that purpose, for an

appropriate length of time, as determined by their size, age and species.

Indoor facilities shall:

- a. Be sufficiently heated or cooled when necessary to protect the animals from temperatures to which they are not accustomed, taking into consideration their age, size and species.
- b. Be adequately ventilated to provide for the health of the animals and to remove foul odors there from. The ventilation system to be utilized shall be designed so that the volume of air within any enclosed indoor facility or part hereof shall be replaced by fresh air three or more times per hour. If ventilation equipment is used, it shall be constructed in conformance with current standards of good engineering practice with respect to noise and minimization of drafts.
- c. Have ample light, either natural or artificial, or both, of good quality and well distributed to provide for such illumination as necessary to inspect and clean during the entire working period. Such facilities shall be placed as to protect animals from excessive illumination. Sufficient lighting shall additionally be supplied in the area of sinks and toilets to provide for the hygiene of animal caretakers.
- d. Have interior wall, ceiling and floor surfaces constructed of materials which are resistant to the absorption of moisture and odors, or such surfaces shall be treated with a sealant or with paint. Floor surfaces shall not be made of unsealed wood. Interior walls shall be constructed so that the interface with floor surfaces is sealed from the flow or accumulation of moisture or debris.
- e. Contain a suitable method of drainage to facilitate the rapid elimination of excess water under any weather or temperature condition from the indoor housing facilities. Such system shall be connected to a sanitary sewer or septic tank system which conforms to standards of county building codes.

- f. Be maintained in a clean and sanitary condition, with the use of a safe and effective disinfectant in cleaning.

Outdoor facility conditions shall:

- a. Be constructed to provide shelter from excessive sunlight, rain, snow, wind, heat, cold or other elements.
- b. Be constructed to provide sufficient space for the proper exercise and movement of each animal contained therein.
- c. Contain a suitable supply of drainage and be constructed to prevent an accumulation of water, mud, debris, excreta or other material, capable of being kept clean and sanitary, and shall be kept so.
- d. Be enclosed by walls or fences sufficient to keep animals within and to prevent entrance of other animals.

11. In accordance with law and the following process and procedures Washougal will with its own employees or by contract:

- a. Be responsible for the return of impounded animals to the proper owner and custodian thereof pursuant to the provisions of Camas City Code (Chapter 6 Animals)
- b. Euthanize or place for adoption animals not claimed or redeemed within the time set forth within the Camas City Code. Washougal agrees to provide for euthanization of said animals, utilizing trained personnel, by use of a humane means that is acceptable to Camas, not to include the use of a decompression chamber. No live animals shall be used, sold or donated for experimental purposes.
- c. Before releasing an animal subject to licensing, under Camas City Code 6.08, Washougal shall determine whether the animal has a valid license and whether the impounding authority has identified any outstanding civil penalties, resulting from the issuance of Notices of Violations, against the owner or custodian concerning the animal, which shall be due and shall be paid before the animal is released. Upon payment of

said licenses and fees, Washougal shall supply a pre-numbered receipt to the person to whom the animal is released up on a form provided by the applicable City designated Animal Control Agent showing payment of the current Camas license fees (if the animal had been unlicensed) and civil penalties and showing payment of any Camas redemptions fees as set by Camas City Code (Title 6 Animals). A copy of each such receipt and license fee shall be transmitted to the Camas Finance Department. Nothing in this section shall preclude a resident from using the appeals procedure provided in Camas City Code Title 6, if applicable.

- d. Appoint an administrator who shall have full operational control and be responsible for the day-to-day operation and management of the facility. Personnel required to carry out this agreement shall be directly hired and retained by Washougal or shall be provided by contract. Volunteers may be used in addition to paid or otherwise compensated staff or employees of a contractor.
- e. Comply with all applicable requirements set forth in Camas City Code.
- f. Develop and keep current procedure and training manuals to demonstrate procedures for daily shelter operations, animal adoptions and public education programs. An up-to-date copy of each such manual shall be submitted for review to Camas. Thereafter an informational copy of any substantive changes to a manual shall be forwarded to the Camas Police Department not less than ten (10) working days prior to implementation of the changes.
- g. Operate in accordance with any zoning and health standards set by state or local law. Comply with all federal, state, and local laws governing equal employment opportunity, wage and hour requirements, workers' compensation, workers' safety and all other legal requirements governing employee relations and working conditions.
- h. Act as an agent in the sale of animal licenses for Camas and remit the license fees to Camas quarterly.

- i. Upon release of any animal, whether by redemption or adoption, Washougal shall collect and safeguard fees as established by Camas City Code and their policies. Collection of fees shall be duly noted on the Animal Custody report and Camas approved receipt forms.
- j. Not enter into any other agreements that would infringe upon its ability to fulfill contractual requirements without prior consent of Camas.
- k. Not assign this Agreement or the subject matter thereof without first securing consent from Camas.
- l. Agrees to cooperate with the Southwest Washington Health District on actions pertaining to animals and quarantine; to assist the Camas City Clerk, and the Camas City Attorney in obtaining and presenting evidence in the civil or criminal prosecution of all violations of any ordinance pertaining to animal control, including licensing and registration.
- m. Provide services associated with animal sheltering. The services include, but are not limited to:
 - i. Record Keeping
 - ii. Animal Receiving- history
 - iii. Identification requirement/In shelter tracking
 - iv. Lost & Found
 - v. Health Care & Adoption
 - vi. Vaccination/health check
 - vii. Adoption
 - viii. Spay & Neuter Referral
 - ix. Agrees to utilize a complaint tracking system to provide for the substance and resolution of citizen complaints.

12. INDEMNIFICATION/INSURANCE REQUIREMENTS

- a. Washougal shall maintain liability insurance at standard levels provide by the Washington Cities Insurance Agency (WCIA) or equivalent. Should Washougal withdraw from membership in WCIA they shall

provide Camas with a one-year notice.

- b. Washougal does release, indemnify and promise to defend and save harmless Camas, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action and claims, including costs and reasonable attorney's fees incurred by Camas, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement, In making such assurances, Washougal specifically agrees to indemnify and hold harmless Camas from any and all bodily injury claims brought by employees of Washougal , and expressly waives its immunity under the Industrial Insurance act as to those claims which are brought against Camas. Provided, however, this paragraph does not purport to indemnify Camas against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of Camas, its elected officials, officers, employees and agents.

13. ACCOUNTABILITY

- a. By the 10th of each month following services, Washougal shall submit to Camas through the Animal Control Department, reports reflecting the number of animals handled for Camas, their source, their disposition and a brief narrative highlighting the months activities. Camas shall provide the format for these report or the forms themselves.
- b. Washougal shall submit to both regular and random performance and financial audits by Camas regarding this Agreement. Reports of such audits will be a public record and may have a bearing upon contract continuation and/or extension. Camas shall retain the right to inspect all records and to investigate any matter involving the care of animals or any matter involving the animal shelter agreement.
- c. Washougal shall make available for Camas inspection at any

reasonable time all records relating to the services, inspection, care provided, reports, etc and/or Camas business. All such reports shall remain the property of Camas. Those records, which are public documents, shall be made available to members of the public upon request to Camas in accordance with the Public Disclosure Act, RCW Chapter 42.17.

- d. Washougal shall handle and process documents and revenues from animal impounds, redemption, adoption and licenses issued.
- e. If requested by Camas or their designee, Washougal shall arrange to have the Shelter inspected by a veterinarian licenses to practice in the State of Washington and shall file a report of such inspection, signed and dated by the inspecting veterinarian.
- f. Washougal agrees that Camas officials, employees and agents shall have unrestricted access to the Shelter in order to verify compliance with the terms of this agreement.

14. CONSIDERATION

- a. For the services provided to Camas in this Agreement, Camas agrees to pay according to section 3 above.

15. GENERAL

- a. The parties intend that an independent contractor relationship between Washougal and Camas will be created by this Agreement. No agent, employee, or representative of Washougal shall be deemed to be an employee, agent, or representative of Camas for any purpose, and the employees of Washougal are not entitled to any of the benefits Camas provides for Camas employees. Washougal will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Agreement.
- b. Washougal is not an employee of Camas and is not eligible for any

employee benefits. Washougal is responsible for all taxes applicable to this Agreement.

- c. Washougal is not an agent of Camas and does not have authority to bind Camas to any fiscal or contractual obligation.
- d. The City Manager of the City of Washougal shall be the administrator of this interlocal agreement.

16. FINANCIAL CONTRIBUTION

- a. The City of Camas shall remit according to section 3 above, on a semi-annual basis. The City of Washougal shall invoice the Finance Department of the City of Camas with the details of expenditures for the proceeding six-month period. The invoice for the second six (6) month period shall be provided no later than January 1- to allow the City of Camas to include the expenditure in the budget for the current year. No expenditures exceeding the agreement upon yearly budget shall be authorized, except as may occur in an emergency, provided that such emergency funding is first authorized by each Council.

17. SEVERABILITY

- a. If any section or part of this agreement is held by a court to be invalid, such action shall no affect the validity of any other part of the agreement.

18. WITHDRAWAL OF PARTICIPATION

- a. Either City may terminate participation in the joint animal program by giving six (6) months notice prior to separation.

19. AMENDMENTS

- a. This agreement may be amended from time to time after approval of the City Council of both cities.

20. NOTICES:

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed, postage paid, as follows:

City of Washougal
1701 "C" Street
Washougal, WA 98671

City of Camas
PO Box 1055
Camas, WA 98607

DATED this _____ day of _____, 20__.

CITY OF WASHOUGAL, a Municipal Corporation

BY: _____
City Manager

ATTEST:

Approved as to Form:

City Finance Director

City Attorney

CITY OF CAMAS, a Municipal Corporation

BY: _____
Mayor

ATTEST:

Approved as to Form:

City Clerk

City Attorney



Parking Time Limit Change Request at 217 NE 3rd Avenue

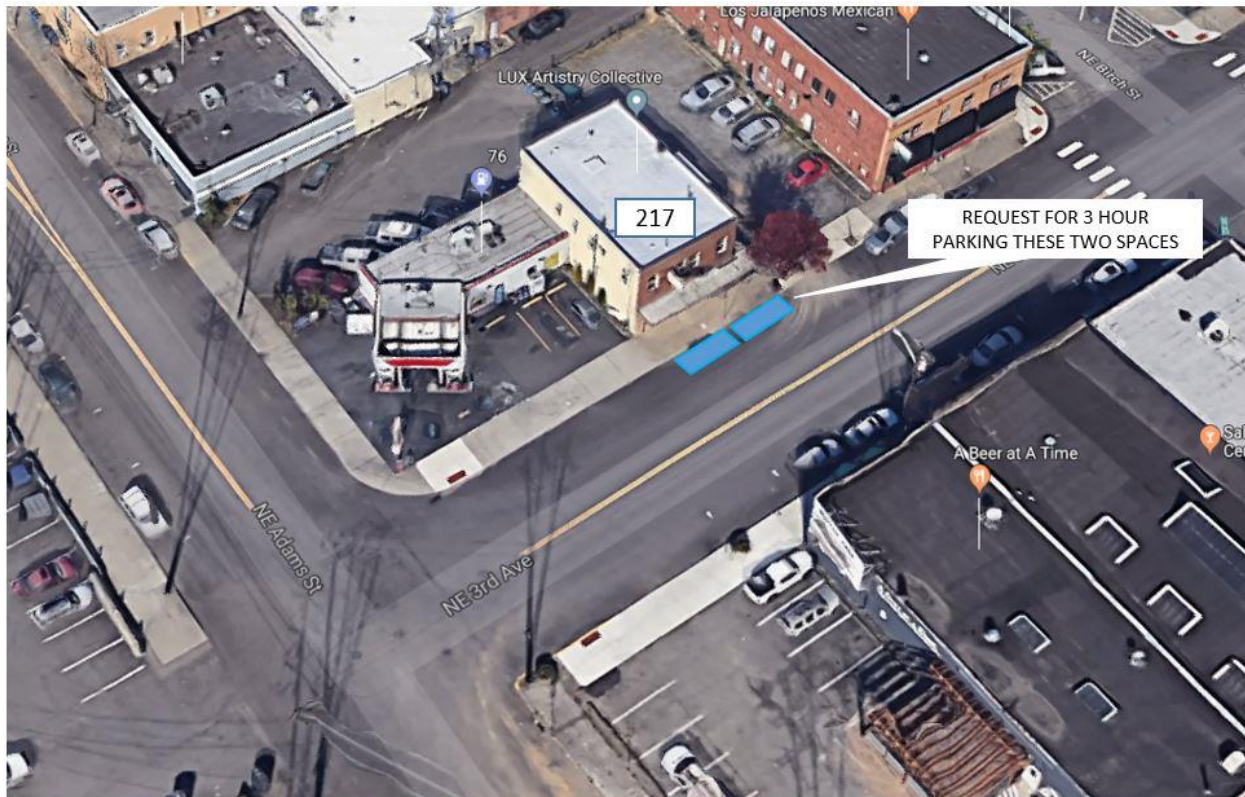
February 3, 2020 Council Workshop

| Staff Contact | Phone | Email |
|--------------------------------------|--------------|--|
| James Carothers, Engineering Manager | 360.817.7230 | jcarothers@cityofcamas.us |

PURPOSE: Shawna from Lux Artistry submitted the following: "Please extend parking time and sign to 3 hours for the 2 spaces in front of this business to accommodate our patrons' service times."

Currently, these two spaces have a 30-minute parking limit. This request went to the Parking Advisory Committee on January 14, 2020.

RECOMMENDATION: The Parking Advisory Committee recommends to Council that these spaces have a 2-hour time limit. Staff is seeking consensus from Council to have the City Attorney prepare a resolution for this recommended time limit change to 2 hours.



Blue spaces requested to be changed to 3-hour parking in front of 217 NE 3rd Avenue.
The Parking Advisory Committee Recommends a 2-hour time limit.



Staff Report

February 3, 2020 Council Workshop

Citywide Traffic Signal Controller Upgrades Professional Services Contract

| Staff Contact | Phone | Email |
|--------------------------------------|--------------|--|
| James Carothers, Engineering Manager | 360.817.7230 | jcarothers@cityofcamas.us |

PURPOSE:

City of Camas has been awarded a Federal Congestion Mitigation and Air Quality (CMAQ) grant of \$120,000 from the Regional Transportation Council in a joint venture with the City of Battle Ground and the City of Washougal. The grant will supply partial funding to modernize obsolete traffic signals, and integrate them into the Clark County Central Traffic System. Integrating City of Camas' facilities with the County's Central Traffic System will provide the means to better manage the signalized corridors by sharing traffic data with the County. It will also enable the County traffic managers to react in a timely manner to a variety of circumstances that can minimize delay and reduce congestion and exhaust emissions.

The major work involved in this project includes updating obsolete traffic controllers to ones that are compatible with the Clark County Central Traffic System, installing wireless radios to connect the updated signals, and installing a CCTV camera for real-time traffic evaluation at the intersection of NW 38th Avenue and NW Parker Street.

The City of Camas Matching Funds and Consultant Fees are expected to be paid from the City General Fund. The allocated 2019 budget for this project was \$340,500, none of which was general fund allocation. The budget for this project in 2020 will be assigned in the Spring Omnibus, and the revenue funds will be reallocated from the 2019 budget as shown in the table below:

| | CMAQ Grant | Local (General/Street Fund) | | |
|-------------------------|------------------|-----------------------------|-----------------|------------------|
| | | Contract | Clark County | Total |
| Preliminary Engineering | \$0 | \$49,740 | \$0 | \$49,740 |
| Right-of-Way | \$0 | \$0 | \$0 | \$0 |
| Construction | \$120,000 | \$45,510 | \$16,000 | \$181,510 |
| TOTAL | \$120,000 | \$95,250 | \$16,000 | \$231,250 |

DKS Associates was selected as the Design Consultant for the project through a joint decision between Camas, Battleground and Washougal staff. Each City will administer an individual contract with the Consultant. Consultant Scope of Services will include the evaluation of existing facilities, engineering design, coordination with Clark County, and construction support. Clark County will also be performing a portion of the inspection and construction support services. The fees for the work performed by the County were assumed to be ten-percent of the construction cost and are shown on the previous page. The fees for Consultant services for this contract are shown in the table below:

| | DKS Associates Contract |
|-------------------------|------------------------------------|
| Preliminary Engineering | \$49,740 |
| Right-of-Way | \$0 |
| Construction | \$5,510 |
| TOTAL | \$55,250 |

Staff recommends that this item be placed on the Consent Agenda for February 18, 2020.

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

| | |
|--|--|
| Firm/Organization Legal Name (do not use dba's): DKS Associates, Inc. | |
| Address 720 SW Washington St., Ste. 500, Portland, OR 97205 | Federal Aid Number |
| UBI Number 601460417 | Federal TIN or SSN Number 94-2583153 |
| Execution Date | Completion Date June 30, 2021 |
| 1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Project Title Small Cities ATPM, City of Camas Project T1015 | |
| Description of Work The proposed scope of work describes the tasks needed to connect the traffic signals in Battle Ground, Camas and Washougal (Small Cities) to the Clark County Trafficware ATMS.now central traffic signal system. The connection will provide remote access for the Small Cities and Clark County to operate and maintain the signals in an efficient manner. The work involved in this project includes updating the Small Cities traffic signal controllers (where needed), connecting the traffic signal controllers to the County server, installing CCTV cameras at key locations, and implementing new signal timing. A detailed scope of work is included. | |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No WBE Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No SBE Participation | Maximum Amount Payable: \$55,250 |

Index of Exhibits

| | |
|---------------------------|---|
| Exhibit A | Scope of Work |
| Exhibit B | DBE Participation/SBE Plan |
| Exhibit C | Preparation and Delivery of Electronic Engineering and Other Data |
| Exhibit D | Prime Consultant Cost Computations |
| Exhibit E | Sub-consultant Cost Computations |
| Exhibit F | Title VI Assurances |
| Exhibit G | Certification Documents |
| Exhibit H | Liability Insurance Increase |
| Exhibit I | Alleged Consultant Design Error Procedures |
| Exhibit J | Consultant Claim Procedures |

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Camas, Washington, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absent of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: James Carothers, PE, City Engineer
Agency: City of Camas
Address: 616 NE 4th Ave
City: Camas, WA 98607
Email: jcarothers@cityofcamas.us
Phone: 360-817-7230
Facsimile:

If to CONSULTANT:

Name: Jim Peters, PE, Principal
Agency: DKS Associates
Address: 720 SW Washington St, Ste 500
City: Portland, OR 97205
Email: jmp@dksassociates.com
Phone: 503-243-3500
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fixed Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fixed fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fixed fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fixed fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fixed fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fixed fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgement between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- 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 “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

| | |
|------------|------------------------------------|
| Name: | James Carothers, PE, City Engineer |
| Agency: | City of Camas |
| Address: | 616 NE 4th Ave |
| City: | Camas, WA 98607 |
| Email: | jcarothers@cityofcamas.us |
| Phone: | 360-817-7230 |
| Facsimile: | |

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

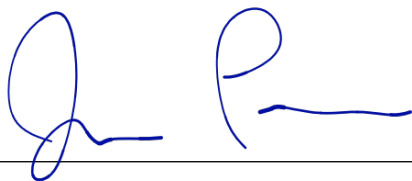
For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.



Signature

01-27-2020

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Attached

Project No. T1015

VAST Small Cities ATMS Scope

Project Description

The proposed scope of work describes the tasks needed to connect the traffic signals in Battle Ground, Camas and Washougal (Small Cities) to the Clark County Trafficware ATMS.now central traffic signal system. The connection will provide remote access for the Small Cities and Clark County to operate and maintain the signals in an efficient manner.

The work involved in this project includes updating the Small Cities traffic signal controllers (where needed), connecting the traffic signal controllers to the County server, installing CCTV cameras at key locations, and implementing new signal timing.

Table 1 shows the project locations and where new controllers will be installed. Each traffic signal will be connected to the Clark County ATMS.now central signal system via a new wireless connection, cell modem and/or existing fiber optic cable.

Table 1: Project Intersections

| Agency | Intersection | New Controller |
|-----------------------|---|----------------|
| City of Battle Ground | W Main Street & Safeway | n/a |
| | W Main Street & SW 5 th Avenue | X |
| | Main Street & Parkway Avenue | X |
| | Parkway Avenue & Eaton Boulevard | n/a |
| | SE Eaton Boulevard & SE Grace Avenue | X |
| City of Camas | NW Friberg-Strunk Street & NE Goodwin Road | X |
| | NW Lake Road & NW Friberg-Strunk Street | X |
| | NW Lake Road & NW Parker Street | n/a |
| | NW 38 th Avenue & NW Parker Street | X |
| | NW 38 th Avenue & NW Fisher Creek Drive | X |
| | NE 3 rd Avenue & SE Crown Road | X |
| | NE 3 rd Avenue & N Shepherd Road | X |
| | NE 3 rd Avenue/NE 2 nd Avenue | X |
| | NE 3 rd Avenue & NE Lechner Street | X |
| | NE 4 th Avenue & NE Adams Street | X |
| | NW 16 th Avenue & NW Brady Road | n/a |
| City of Washougal | E Street & Washougal River Road | 1C CPU |
| | Main Street & Washougal River Road | 1C CPU |
| | Hwy 14 & 15 th Street | n/a |
| | Evergreen Way & 32 nd Street | n/a |

In addition to the connecting the traffic signals to the ATMS.now central signal system, CCTV cameras will be installed at the following locations:

- Battle Ground – SE Eaton Boulevard & SE Grace Avenue
- Battle Ground – W Main Street & W 5th Avenue
- City of Camas – NW 38th Avenue and NW Parker Street
- City of Washougal – Washougal River Road & B Street
- City of Washougal – Washougal River Road & E Street
- City of Washougal – Evergreen Way & 32nd Street

Scope of Services

City of Battle Ground (Task 1)

Task 1.1 – Project Management and Coordination

DKS Associates (Consultant) shall manage and coordinate the tasks included in this Scope of Services. This task assumes a contract schedule of 6 months.

Consultant shall:

- Provide the baseline project schedule with two revisions during the project
- Provide monthly progress reports
- Provide quality control review and documentation for each deliverable
- Monitor project progress and provide regular project status reports
- Coordinate with City of Battle Ground Project Manager for project direction and control
- Conduct kick-off meeting with City of Battle Ground representative.
- Facilitate 8 bi-weekly teleconference meetings to coordinate project development and delivery

Task 1.1 Deliverables:

- Baseline project schedule
- Electronic monthly progress reports and billing invoices
- QA/QC procedures and documentation throughout the Project

Task 1.2 – High-Level Design

The high-level design will define the proposed communications path and necessary components. Consultant shall work with Battle Ground to field review and confirm the proposed communication medium and equipment at each project intersection.

Consultant shall review the proposed conduit path and junction boxes for any new cabling and conduct path analysis for proposed wireless links, where necessary.

The high-level design will show a schematic of each intersection with the location of new equipment and any impacts, such as new conduit or poles that are needed to accommodate it.

Consultant shall coordinate with IT staff from Battle Ground, Clark County and WsDOT to verify the communications path between the field controller and the central signal system at Clark County.

City will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

For budget purposes, it is assumed that field review will take one day with two consultant staff.

Task 1.2 Deliverables:

- Draft High-Level Design
- Final High-Level Design

Task 1.3 – Develop PS&E

Task 1.3.1 Advanced Design (80% complete)

Consultant shall develop and submit to the City of Battle Ground advanced plans, special provisions, and estimate, which includes completion of all tasks and deliverable below.

Consultant shall:

- Design and prepare Advanced Plans including Project title sheet, index sheet, communications infrastructure design plans, ITS design plans, and typical details (as necessary) in conformance with City standards.
- Design the communications infrastructure to support communications to new traffic signal controllers and CCTV camera installations via Ethernet communications, such as wireless, cellular and/or fiber.
- Assemble specifications and Special Provisions.
- Prepare an Engineer's Cost Estimate.
- Schedule, coordinate and arrange a plans-in-hand review meeting with City to discuss the advanced plans.

Task 1.3.1 Deliverables:

- Electronic PDF format of half-size (11"x17") advanced plans.
- Engineer's estimate in Microsoft Excel format.
- Electronic files of special provision in Microsoft Word format.

Task 1.3.1 Assumptions

- Design review meeting will happen after submittal of advanced (80%) plans.
- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

Task 1.3.2 - Final PS&E

Consultant shall develop and submit to City of Battle Ground final PS&E package:

Consultant shall:

- Prepare, stamp and sign final plans and any necessary detail sheets.
- Prepare, stamp and sign final Special Provisions including required "Boiler Plate" updates.
- Prepare a final Engineer's Cost Estimate and bid item list.
- Respond to advanced plans review comments.
- Develop construction schedule. Final construction schedule shall incorporate review comments of advance plans.

Task 1.3.2 Deliverables:

- One set of final paper plans in 11" x 17" plan sheet format.
- Electronic files of plans in AutoCad format.
- Final bid documents consisting of one electronic set and one hard-copy set of the Project Special Provisions and Engineer's Cost Estimate.
- Construction Project schedule in electronic (Microsoft Project or pdf) format.

Task 1.3.2 Assumptions

- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

Task 1.4 – Traffic Signal Timing

Consultant shall develop and assist in implementation of new traffic signal timings for City of Battle Ground project intersections listed in Table 1. Consultant shall review existing local timings (minimum green, maximum green, walk, flashing don't walk, yellow and red clearance) and update to current agency standards and policies. Consultant shall develop new traffic signal timing databases for operation with Trafficware controllers and coordinate with operating/maintaining agency (Clark County or WsDOT) for field implementation.

Consultant shall review the traffic signal operations in the field and using log data and make updates to improve operations.

For budget purposes, it is assumed that consultant will be able to access the Clark County or WsDOT Trafficware ATMS.now central signal system to develop the new timing databases.

Agency will provide existing traffic signal phasing and timings for each project intersection.

Task 1.4 Deliverables:

- Local timing summary table
- New intersection timing database in Trafficware ATMS.now

Task 1.5 – Construction Support

Consultant shall conduct the following to support the City of Battle Ground during construction:

- Provide answers to written questions received during the bidding process.
- Provide formal clarification of design intent and design revisions due to design errors or omissions.
- Prepare Project addenda letter(s) and addendums to plans as necessary.
- Review and comment in writing on adequacy of Construction Contractor submittals and re-submittals as required.
- Perform and provide “as constructed” drawing revisions to the portions of the project they designed. Changes will be provided by the City.

Task 1.5 Deliverables:

- Responses to Contractor questions during bidding.
- Formal clarification of design intent or design revisions due to design errors or omissions within three working days upon receipt of request from City.
- Addenda in electronic (Microsoft Word or pdf) format. Plan sheets with addenda shall be on paper and stamped and signed.
- Reviewed submittals in electronic format.
- Complete “As Constructed” drawings.

Task 1.5 Assumptions

- The level of effort is assumed to be 24 hours of consultant time.

Task 1.6 – Environmental Review

Consultant shall provide input to the City of Battle Ground to assist with questions related to NEPA documentation. The level of effort is assumed to be 5 hours of consultant time.

City of Camas (Task 2)

Task 2.1 – Project Management and Coordination

Consultant shall manage and coordinate the tasks included in this Scope of Services. This task assumes a contract schedule of 6 months.

Consultant shall:

- Provide the baseline project schedule with two revisions during the project
- Provide monthly progress reports
- Provide quality control review and documentation for each deliverable
- Monitor project progress and provide regular project status reports
- Coordinate with City of Camas Project Manager for project direction and control
- Conduct kick-off meeting with City of Camas representative.
- Facilitate 8 bi-weekly teleconference meetings to coordinate project development and delivery

Task 2.1 Deliverables:

- Baseline project schedule
- Electronic monthly progress reports and billing invoices
- QA/QC procedures and documentation throughout the Project

Task 2.2 – High-Level Design

The high-level design will define the proposed communications path and necessary components. Consultant shall work with Camas to field review and confirm the proposed communication medium and equipment at each project intersection. Consultant shall review the proposed conduit path and junction boxes for any new cabling and conduct path analysis for proposed wireless links, where necessary.

The high-level design will show a schematic of each intersection with the location of new equipment and any impacts, such as new conduit or poles that are needed to accommodate it.

Consultant shall coordinate with IT staff from Camas, Clark County and WsDOT to verify the communications path between the field controller and the central signal system at Clark County.

City will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

For budget purposes, it is assumed that field review will take two days with two consultant staff.

Task 2.2 Deliverables:

- Draft High-Level Design
- Final High-Level Design

Task 2.3 – Develop PS&E

Task 2.3.1 Advanced Design (80% complete)

Consultant shall develop and submit to the City of Camas advanced plans, special provisions, and estimate, which includes completion of all tasks and deliverable below.

Consultant shall:

- Design and prepare Advanced Plans including Project title sheet, index sheet, communications infrastructure design plans, ITS design plans, and typical details (as necessary) in conformance with City standards.
- Design the communications infrastructure to support communications to new traffic signal controllers and CCTV camera installations via Ethernet communications, such as wireless, cellular and/or fiber.
- Assemble specifications and Special Provisions.
- Prepare an Engineer's Cost Estimate.
- Schedule, coordinate and arrange a plans-in-hand review meeting with City to discuss the advanced plans.

Task 2.3.1 Deliverables:

- Electronic PDF format of half-size (11"x17") advanced plans.
- Engineer's estimate in Microsoft Excel format.
- Electronic files of special provision in Microsoft Word format.

Task 2.3.1 Assumptions

- Design review meeting will happen after submittal of advanced (80%) plans.
- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

Task 2.3.2 - Final PS&E

Consultant shall develop and submit to City of Camas final PS&E package:

Consultant shall:

- Prepare, stamp and sign final plans and any necessary detail sheets.
- Prepare, stamp and sign final Special Provisions including required "Boiler Plate" updates.
- Prepare a final Engineer's Cost Estimate and bid item list.
- Respond to advanced plans review comments.
- Develop construction schedule. Final construction schedule shall incorporate review comments of advance plans.

Task 2.3.2 Deliverables:

- One set of final paper plans in 11" x 17" plan sheet format.
- Electronic files of plans in AutoCad format.
- Final bid documents consisting of one electronic set and one hard-copy set of the Project Special Provisions and Engineer's Cost Estimate.
- Construction Project schedule in electronic (Microsoft Project or pdf) format.

Task 2.3.2 Assumptions

- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

Task 2.4 – Traffic Signal Timing

Consultant shall develop and assist in implementation of new traffic signal timings for the City of Camas project intersections listed in Table 1. Consultant shall review existing

local timings (minimum green, maximum green, walk, flashing don't walk, yellow and red clearance) and update to current agency standards and policies. Consultant shall develop new traffic signal timing databases for operation with Trafficware controllers and coordinate with operating/maintaining agency (Clark County or WsDOT) for field implementation.

Consultant shall review the traffic signal operations in the field and using log data and make updates to improve operations.

For budget purposes, it is assumed that consultant will be able to access the Clark County or WsDOT Trafficware ATMS.now central signal system to develop the new timing databases.

Agency will provide existing traffic signal phasing and timings for each project intersection.

Task 2.4 Deliverables:

- Local timing summary table
- New intersection timing database in Trafficware ATMS.now

Task 2.5 – Construction Support

Consultant shall conduct the following to support the City of Camas during construction:

- Provide answers to written questions received during the bidding process.
- Provide formal clarification of design intent and design revisions due to design errors or omissions.
- Prepare Project addenda letter(s) and addendums to plans as necessary.
- Review and comment in writing on adequacy of Construction Contractor submittals and re-submittals as required.
- Perform and provide “as constructed” drawing revisions to the portions of the project they designed. Changes will be provided by the City.

Task 2.5 Deliverables:

- Responses to Contractor questions during bidding.
- Formal clarification of design intent or design revisions due to design errors or omissions within three working days upon receipt of request from City.
- Addenda in electronic (Microsoft Word or pdf) format. Plan sheets with addenda shall be on paper and stamped and signed.
- Reviewed submittals in electronic format.
- Complete “As Constructed” drawings.

Task 2.5 Assumptions

- The level of effort is assumed to be 40 hours of consultant time.

Task 2.6 – Environmental Review

Consultant shall provide input to the City of Camas to assist with questions related to NEPA documentation. The level of effort is assumed to be 8 hours of consultant time.

City of Washougal (Task 3)

Task 3.1 – Project Management and Coordination

Consultant shall manage and coordinate the tasks included in this Scope of Services. This task assumes a contract schedule of 6 months.

Consultant shall:

- Provide the baseline project schedule with two revisions during the project
- Provide monthly progress reports
- Provide quality control review and documentation for each deliverable
- Monitor project progress and provide regular project status reports
- Coordinate with City of Washougal Project Manager for project direction and control
- Conduct kick-off meeting with City of Washougal representative.
- Facilitate 8 bi-weekly teleconference meetings to coordinate project development and delivery

Task 3.1 Deliverables:

- Baseline project schedule
- Electronic monthly progress reports and billing invoices
- QA/QC procedures and documentation throughout the Project

Task 3.2 – High-Level Design

The high-level design will define the proposed communications path and necessary components. Consultant shall work with Washougal to field review and confirm the proposed communication medium and equipment at each project intersection.

Consultant shall review the proposed conduit path and junction boxes for any new cabling and conduct path analysis for proposed wireless links, where necessary.

The high-level design will show a schematic of each intersection with the location of new equipment and any impacts, such as new conduit or poles that are needed to accommodate it.

Consultant shall coordinate with IT staff from Washougal, Clark County and WsDOT to verify the communications path between the field controller and the central signal system at Clark County.

City will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

For budget purposes, it is assumed that field review will take one day with two consultant staff.

Task 3.2 Deliverables:

- Draft High-Level Design
- Final High-Level Design

Task 3.3 – Develop PS&E

Task 3.3.1 Advanced Design (80% complete)

Consultant shall develop and submit to the City of Washougal advanced plans, special provisions, and estimate, which includes completion of all tasks and deliverable below.

Consultant shall:

- Design and prepare Advanced Plans including Project title sheet, index sheet, communications infrastructure design plans, ITS design plans, and typical details (as necessary) in conformance with City standards.
- Design the communications infrastructure to support communications to new traffic signal controllers and CCTV camera installations via Ethernet communications, such as wireless, cellular and/or fiber.
- Assemble specifications and Special Provisions.
- Prepare an Engineer's Cost Estimate.
- Schedule, coordinate and arrange a plans-in-hand review meeting with City to discuss the advanced plans.

Task 3.3.1 Deliverables:

- Electronic PDF format of half-size (11"x17") advanced plans.
- Engineer's estimate in Microsoft Excel format.
- Electronic files of special provision in Microsoft Word format.

Task 3.3.1 Assumptions

- Design review meeting will happen after submittal of advanced (80%) plans.
- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

Task 3.3.2 - Final PS&E

Consultant shall develop and submit to City of Washougal final PS&E package:

Consultant shall:

- Prepare, stamp and sign final plans and any necessary detail sheets.
- Prepare, stamp and sign final Special Provisions including required "Boiler Plate" updates.
- Prepare a final Engineer's Cost Estimate and bid item list.
- Respond to advanced plans review comments.
- Develop construction schedule. Final construction schedule shall incorporate review comments of advance plans.

Task 3.3.2 Deliverables:

- One set of final paper plans in 11" x 17" plan sheet format.
- Electronic files of plans in AutoCad format.

- Final bid documents consisting of one electronic set and one hard-copy set of the Project Special Provisions and Engineer's Cost Estimate.
- Construction Project schedule in electronic (Microsoft Project or pdf) format.

Task 3.3.2 Assumptions

- No surveying, new poles, geotechnical engineering, or structural engineering are included in this scope of services.
- The budget assumes the existing conduit and cable routing is defined on existing plans.
- Wireless communications equipment will be compatible with the existing Solectek system operating unlicensed.
- One set of PS&E will be developed that includes all project intersections in the three cities.

Task 3.4 – Traffic Signal Timing

Consultant shall develop and assist in implementation of new traffic signal timings for the City of Washougal project intersections listed in Table 1. Consultant shall review existing local timings (minimum green, maximum green, walk, flashing don't walk, yellow and red clearance) and update to current agency standards and policies. Consultant shall develop new traffic signal timing databases for operation with Trafficware controllers and coordinate with operating/maintaining agency (Clark County or WsDOT) for field implementation.

Consultant shall review the traffic signal operations in the field and using log data and make updates to improve operations.

For budget purposes, it is assumed that consultant will be able to access the Clark County or WsDOT Trafficware ATMS.now central signal system to develop the new timing databases.

Agency will provide existing traffic signal phasing and timings for each project intersection.

Task 3.4 Deliverables:

- Local timing summary table
- New intersection timing database in Trafficware ATMS.now

Task 3.5 – Construction Support

Consultant shall conduct the following to support the City of Washougal during construction:

- Provide answers to written questions received during the bidding process.
- Provide formal clarification of design intent and design revisions due to design errors or omissions.
- Prepare Project addenda letter(s) and addendums to plans as necessary.
- Review and comment in writing on adequacy of Construction Contractor submittals and re-submittals as required.
- Perform and provide "as constructed" drawing revisions to the portions of the project they designed. Changes will be provided by the City.

Task 3.5 Deliverables:

- Responses to Contractor questions during bidding.
- Formal clarification of design intent or design revisions due to design errors or omissions within three working days upon receipt of request from City.
- Addenda in electronic (Microsoft Word or pdf) format. Plan sheets with addenda shall be on paper and stamped and signed.
- Reviewed submittals in electronic format.
- Complete "As Constructed" drawings.

Task 3.5 Assumptions

- The level of effort is assumed to be 24 hours of consultant time.

Task 3.6 – Environmental Review

Consultant shall provide input to the City of Washougal to assist with questions related to NEPA documentation. The level of effort is assumed to be 5 hours of consultant time.

Exhibit B ***DBE Participation/SBE Plan***

In the absents of a mandatory UDBE, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall submit a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Not Applicable

B. Roadway Design Files

Not Applicable

C. Computer Aided Drafting Files

AutoCAD, Civil 3D or Carlson IntelliCAD compatible DWG files

D. Specify the Agency's Right to Review Product with the Consultant

E. Specify the Electronic Deliverables to Be Provided to the Agency

AutoCAD, Civil 3D or Carlson IntelliCAD compatible DWG files

F. Specify What Agency Furnished Services and Information Is to Be Provided

City of Camas will provide record drawings of project intersections that show conduit runs from the controller cabinet to the signal poles. In the event that sufficient record drawings are not available, the consultant will request a utility locate.

II. Any Other Electronic Files to Be Provided

As described in Scope of Work

III. Methods to Electronically Exchange Data

Web or Cloud based file transfer service or email

A. Agency Software Suite

Microsoft Office, Carlson IntelliCAD

B. Electronic Messaging System

C. File Transfers Format

Exhibit D
Prime Consultant Cost Computations

Attached



Fee Schedule

Effective January 1, 2020 through December 31, 2020

| <i>ENGINEERS and PLANNER</i> | | | | <i>TECHNICIANS and SUPPORT STAFF</i> | |
|------------------------------|-------------|----------|-------------|--------------------------------------|-------------|
| Grade | Hourly Rate | Grade | Hourly Rate | Tech Level | Hourly Rate |
| Grade 1 | \$ 55.00 | Grade 32 | 210.00 | Tech Level A | \$ 35.00 |
| Grade 2 | 60.00 | Grade 33 | 215.00 | Tech Level B | 40.00 |
| Grade 3 | 65.00 | Grade 34 | 220.00 | Tech Level C | 45.00 |
| Grade 4 | 70.00 | Grade 35 | 225.00 | Tech Level D | 50.00 |
| Grade 5 | 75.00 | Grade 36 | 230.00 | Tech Level E | 55.00 |
| Grade 6 | 80.00 | Grade 37 | 235.00 | Tech Level F | 60.00 |
| Grade 7 | 85.00 | Grade 38 | 240.00 | Tech Level G | 65.00 |
| Grade 8 | 90.00 | Grade 39 | 245.00 | Tech Level H | 70.00 |
| Grade 9 | 95.00 | Grade 40 | 250.00 | Tech Level I | 75.00 |
| Grade 10 | 100.00 | Grade 41 | 255.00 | Tech Level J | 80.00 |
| Grade 11 | 105.00 | Grade 42 | 260.00 | Tech Level K | 85.00 |
| Grade 12 | 110.00 | Grade 43 | 265.00 | Tech Level L | 90.00 |
| Grade 13 | 115.00 | Grade 44 | 270.00 | Tech Level M | 95.00 |
| Grade 14 | 120.00 | Grade 45 | 275.00 | Tech Level N | 100.00 |
| Grade 15 | 125.00 | Grade 46 | 280.00 | Tech Level O | 105.00 |
| Grade 16 | 130.00 | Grade 47 | 285.00 | Tech Level P | 110.00 |
| Grade 17 | 135.00 | Grade 48 | 290.00 | Tech Level Q | 115.00 |
| Grade 18 | 140.00 | Grade 49 | 295.00 | Tech Level R | 120.00 |
| Grade 19 | 145.00 | Grade 50 | 300.00 | Tech Level S | 125.00 |
| Grade 20 | 150.00 | Grade 51 | 305.00 | Tech Level T | 130.00 |
| Grade 21 | 155.00 | Grade 52 | 310.00 | Tech Level U | 135.00 |
| Grade 22 | 160.00 | Grade 53 | 315.00 | Tech Level V | 140.00 |
| Grade 23 | 165.00 | Grade 54 | 320.00 | Tech Level W | 145.00 |
| Grade 24 | 170.00 | Grade 55 | 325.00 | Tech Level X | 150.00 |
| Grade 25 | 175.00 | Grade 56 | 330.00 | Tech Level Y | 155.00 |
| Grade 26 | 180.00 | Grade 57 | 335.00 | Tech Level Z | 160.00 |
| Grade 27 | 185.00 | Grade 58 | 340.00 | Tech Level AA | 165.00 |
| Grade 28 | 190.00 | Grade 59 | 345.00 | Tech Level AB | 170.00 |
| Grade 29 | 195.00 | Grade 60 | 350.00 | Tech Level AC | 175.00 |
| Grade 30 | 200.00 | Grade 61 | 355.00 | Tech Level AD | 180.00 |
| Grade 31 | 205.00 | Grade 62 | 360.00 | Tech Level AE | 185.00 |

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.

Exhibit E

Sub-consultant Cost Computations

There is not any sub-consultant participation at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees 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. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
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 on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** 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 the AGENCY, the 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, the STATE, or the 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 this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, 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 STATE, the AGENCY, 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 enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Exhibit G ***Certification Document***

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
DKS Associates, Inc.

whose address is

720 SW Washington St, Ste 500, Portland, OR 97205

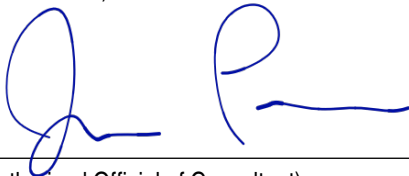
and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Camas
and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

DKS Associates

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-27-2020

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

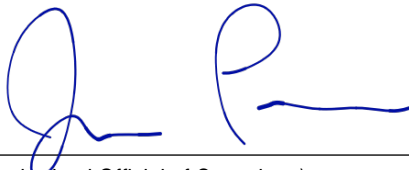
Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

DKS Associates

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-27-2020

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

DKS Associates

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

01-27-2020

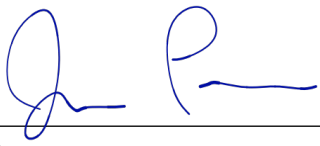
Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of \$55,250 * are accurate, complete, and current as of December 12, 2019 **.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: DKS Associates



Signature

Principal

Title

Date of Execution 01-27-2020 ***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



REFERENCE NUMBER
E4460F59-D72C-4D57-85F6-541CA4EB915C

TRANSACTION DETAILS

Reference Number
E4460F59-D72C-4D57-85F6-541CA4EB915C

Transaction Type
Signature Request

Sent At
01/27/2020 13:28 EST

Executed At
01/27/2020 13:30 EST

Identity Method
email

Distribution Method
email

Signed Checksum
b576d1aa716e9b18d79280c767e1ff0e59b30af1eb057d9d1845a273776a70b1

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
NEW Camas LAG Agreement to sign for PJO

Filename
t1015_lag_agreement_camass_012220.pdf


Pages
34 pages

Content Type
application/pdf

File Size
269 KB

Original Checksum
cd530ff38a7e3356bc53a7120a6aa9085cdcc3795ca4d19f191c8136999a11ee

SIGNERS

| SIGNER | E-SIGNATURE | EVENTS |
|--|--|--|
| Name Jim Peters | Status signed | Viewed At 01/27/2020 13:29 EST |
| Email jim.peters@dksassociates.com | Multi-factor Digital Fingerprint Checksum 2b48464033c7d50fb58338aadd12aaa08826110be60f5bc9906f3e73b2310bb6 | Identity Authenticated At 01/27/2020 13:30 EST |
| Components 11 | IP Address 174.216.23.188 | Signed At 01/27/2020 13:30 EST |
| | Device Chrome Mobile iOS via iOS | |
| | Drawn Signature  | |
| | Signature Reference ID 9F14CAAA | |
| | Signature Biometric Count 127 | |

AUDITS

| TIMESTAMP | AUDIT |
|----------------------|---|
| 01/27/2020 13:30 EST | Jim Peters (jim.peters@dksassociates.com) signed the document on Chrome Mobile iOS via iOS from 174.216.23.188. |
| 01/27/2020 13:30 EST | Jim Peters (jim.peters@dksassociates.com) authenticated via email on Chrome Mobile iOS via iOS from 174.216.23.188. |
| 01/27/2020 13:29 EST | Jim Peters (jim.peters@dksassociates.com) viewed the document on Chrome Mobile iOS via iOS from 174.216.23.188. |
| 01/27/2020 13:28 EST | Jim Peters (jim.peters@dksassociates.com) was emailed a link to sign. |
| 01/27/2020 13:28 EST | Becca Finicle (rlp@dksassociates.com) created document 't1015_lag_agreement_camass_012220.pdf' on Chrome via Windows from 50.226.71.86. |

DKS Associates

Exibibit A

VAST Small Cities ATMS Draft Budget 10-29-2019

| Task # | | Hours | Labor Cost | Direct Expenses | Total Cost |
|----------|-------------------------------------|--------------|---------------------|------------------|---------------------|
| 1 | City of Battle Ground | | | | |
| 1.1 | Project Management and Coordination | 26 | \$ 4,850 | \$ - | \$ 4,850 |
| | Project Management | | | | |
| | Check in meetings | | | | |
| 1.2 | High Level Design | 58 | \$ 8,790 | \$ 100 | \$ 8,890 |
| | Field Review | | | \$ 100 | |
| | Draft High Level Design | | | | |
| | Final High Level Design | | | | |
| 1.3 | Develop PS & E | 84.5 | \$ 12,140 | \$ 50 | \$ 12,190 |
| 1.3.1 | Advance Plans | | | | |
| | Advance Plan Cost Estimate | | | | |
| | Draft Special Provisions | | | | |
| | Plans-in-hand meeting | | | | |
| 1.3.2 | Final Plans | | | \$ 50 | |
| | Cost Estimate | | | | |
| | Special Provisions | | | | |
| 1.4 | Traffic Signal Timing | 44 | \$ 7,110 | \$ 100 | \$ 7,210 |
| | Local Timings | | | | |
| | Draft Trafficware database | | | | |
| | Final Trafficware database | | | | |
| | Field Review | | | \$ 100 | |
| 1.5 | Construction Support | 24 | \$ 3,350 | \$ - | \$ 3,350 |
| | General support | | | | |
| 1.6 | NEPA Assistance | 5 | \$ 765 | | \$ 765 |
| | NEPA Assistance | | | | |
| | | | | | |
| | Battle Ground Sub Total | 241.5 | \$ 37,005.00 | \$ 250.00 | \$ 37,255.00 |

DKS Associates

Exibibit A

VAST Small Cities ATMS Draft Budget 10-29-2019

| Task # | | Hours | Labor Cost | Direct Expenses | Total Cost |
|----------|-------------------------------------|--------------|---------------------|------------------|---------------------|
| | | | | | |
| 2 | City of Camas | | | | |
| 2.1 | Project Management and Coordination | 26 | \$ 4,850 | \$ - | \$ 4,850 |
| | Project Management | | | | |
| | Check in meetings | | | | |
| 2.2 | High Level Design | 94 | \$ 13,910 | \$ 100 | \$ 14,010 |
| | Field Review | | | \$ 100 | |
| | Draft High Level Design | | | | |
| | Final High Level Design | | | | |
| 2.3 | Develop PS & E | 112.5 | \$ 15,520 | \$ 50 | \$ 15,570 |
| 2.3.1 | Advance Plans | | | | |
| | Advance Plan Cost Estimate | | | | |
| | Draft Special Provisions | | | | |
| | Plans-in-hand meeting | | | | |
| 2.3.2 | Final Plans | | | \$ 50 | |
| | Cost Estimate | | | | |
| | Special Provisions | | | | |
| 2.4 | Traffic Signal Timing | 92 | \$ 13,950 | \$ 100 | \$ 14,050 |
| | Local Timings | | | | |
| | Draft Trafficware database | | | | |
| | Final Trafficware database | | | | |
| | Field Review | | | \$ 100 | |
| 2.5 | Construction Support | 40 | \$ 5,510 | \$ - | \$ 5,510 |
| | General support | | | | |
| 2.6 | NEPA Assistance | 8 | \$ 1,260 | | \$ 1,260 |
| | NEPA Assistance | | | | |
| | | | | | |
| | Camas Sub Total | 372.5 | \$ 55,000.00 | \$ 250.00 | \$ 55,250.00 |

DKS Associates

Exhibit A

VAST Small Cities ATMS Draft Budget 10-29-2019

| Task # | | Hours | Labor Cost | Direct Expenses | Total Cost |
|----------|-------------------------------------|--------------|---------------------|------------------|---------------------|
| | | | | | |
| 3 | City of Washougal | | | | |
| 3.1 | Project Management and Coordination | 26 | \$ 4,850 | \$ - | \$ 4,850 |
| | Project Management | | | | |
| | Check in meetings | | | | |
| 3.2 | High Level Design | 58 | \$ 8,790 | \$ 100 | \$ 8,890 |
| | Field Review | | | \$ 100 | |
| | Draft High Level Design | | | | |
| | Final High Level Design | | | | |
| 3.3 | Develop PS & E | 76.5 | \$ 10,960 | \$ 50 | \$ 11,010 |
| 3.3.1 | Advance Plans | | | | |
| | Advance Plan Cost Estimate | | | | |
| | Draft Special Provisions | | | | |
| | Plans-in-hand meeting | | | | |
| 3.3.2 | Final Plans | | | \$ 50 | |
| | Cost Estimate | | | | |
| | Special Provisions | | | | |
| 3.4 | Traffic Signal Timing | 36 | \$ 6,030 | \$ 100 | \$ 6,130 |
| | Local Timings | | | | |
| | Draft Trafficware database | | | | |
| | Final Trafficware database | | | | |
| | Field Review | | | \$ 100 | |
| 3.5 | Construction Support | 24 | \$ 3,350 | \$ - | \$ 3,350 |
| | General support | | | | |
| 3.6 | Environmental Review | 5 | \$ 765 | | \$ 765 |
| | NEPA Assistance | | | | |
| | | | | | |
| | Washougal Sub Total | 225.5 | \$ 34,745.00 | \$ 250.00 | \$ 34,995.00 |



Staff Report

February 3, 2020 Council Workshop

New Position Description – Communications Manager

| Staff Contact | Phone | Email |
|-----------------------------------|--------------|--|
| Jennifer Gorsuch, Admin. Services | 360-817-7013 | jgorsuch@cityofcamas.us |

INTRODUCTION/PURPOSE/SUMMARY:

Attached you will find two position descriptions with correlating salary scales for the Communications Manager position.

The document labeled "OPTION A" is the one that was reviewed by department heads and supported by the group as whole, and was presented at the February 6 workshop. There are minor edits that still should be made such as removing the reference to providing executive level assistance to the City Administrator, and adding that the position will report to the City Administrator.

The document labeled "OPTION B" was created in response to the input received from Council at the February 6 workshop. The changes reflect the stated desire to have this be a more strategic, higher level position with greater responsibility. This wouldn't be Department Head level, but would be at the Manager level.

There are several factors, other than supervision, that are considered when looking at comparable data: level of independent judgment, discretion and decision making authority, level of leadership expected and overall level of responsibility in the organization. Additionally, comparable level positions in the City are reviewed to ensure internal equity.

RECOMMENDATION/RECOMMENDED ACTION/ACTION REQUESTED: At the request of Mayor, a resolution with Option A and Option B will be on tonight's regular meeting agenda for Council's consideration in selecting one.

Option A

City of Camas
Non-Represented
December 2019

COMMUNICATIONS MANAGER

JOB OBJECTIVES

The individual in this position functions as the City's spokesperson, develops and implements communication strategies consistent with City goals and objectives, and manages the City's external communication, via the City's website and other technologies, its social media platforms, and through positive relationships with local news outlets. In addition, this position provides executive-level assistance in support of the City Administrator.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

Serve as the City's official spokesperson (Public Information Officer) with news media requiring 24/7 availability for emergency and/or critical incidents; conduct and/or facilitate news media interviews and conferences.

Serve as a member of the City's leadership team. Participate fully and effectively in the development and achievement of collective goals for the betterment of the City organization.

Develop and maintain strong professional working relationships with department directors, representatives of the news media, and with regional partners' public information officials.

Work non-traditional work hours to attend or participate in various events and meetings on behalf of the City; provide in-person support at open houses, forums, workshops and information booths.

Prepare and distribute press releases to media outlets; prepare talking points or presentations/scripts for elected officials and City staff for general information, news interviews and/or conferences.

Work with City staff and project leaders on messaging, public outreach strategies, and materials for electronic and in-person dissemination.

Work collaboratively with departments to develop and implement communications strategies and messaging consistent with the City's goals and objectives.

Manage the City's official social media platform and City phone app content including posts, blogging, podcasts, etc.; create graphics and use images and written content to inform and engage the public.

Manage the City's website content consistent with the City's communications strategies; work with and assist staff to develop and maintain department-level pages.

Plan, direct, coordinate and review the work plan for assigned staff; assign work activities, and projects; review and evaluate work; meet with staff to identify and resolve problems; provide leadership and management to assigned staff.

Prepare documents/statements exercising considerable discretion in processing and managing essential and highly confidential and sensitive information.

Provide training on messaging, marketing, and branding to ensure departmental staff are consistent in carrying forth the City's goals and objectives.

Work with City departments to develop and distribute informational or marketing materials such as brochures, pamphlets, pamphlets, and fliers; develop promotional items.

Create, design and facilitate community surveys related to City services and operations; work with consultants if applicable.

Design advertisements and arrange for print in local media.

Ensure City branding with copy and design standards for City presentations, documents, etc.

Review and update City's Social Media Policy regularly; create, communicate and disseminate any communication related policies/procedures.

Stay abreast of new trends and innovations in the field of technology as related to public relations/communications.

Monitor news articles and social media for City-related communications and discussions; relay community feedback and engagement trends to elected officials, staff and project leaders.

Work collaboratively with departments to develop and organize City-sponsored events.

Represent the City at various meetings and events.

Timely and regular attendance.

AUXILIARY FUNCTION STATEMENTS

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Current principles, techniques and objectives of public information and communication.

Council-Mayor form of government and the role of communication in support of the Mayor, City Administrator and Council.

The Incident Command System and the role of the Public Information Officer.

Knowledge of current public relations, marketing, and journalistic practices and techniques.

Mastery of written, verbal, and visual communications skills.

Skill in communication planning and implementation.

Microsoft Suite, desktop publishing, photography, citizen response management tools and website and social media management and monitoring tools.

Modern office methods, procedures and practices.

Principles and practices of professional business communication methods; proper use of English language, spelling grammar and punctuation.

Principles of supervision, training and performance evaluation.

City government functions, policies, rules and regulations; federal, state and local laws, codes and regulations.

Basic principles and practices of budget administration.

Ability to:

Demonstrate ability to write clearly/succinctly for different purposes on complex topics.

Communicate effectively both verbally and in writing.

Develop creative ideas in relation to public information projects.

Develop policies related to communication procedures/strategies.

Prioritize tasks and coordinate efforts.

Create informational graphics using desktop publishing, images and photography.

Research and implement new communication techniques.

Manage multiple tasks and complete projects on a deadline.

Maintain professionalism and effectiveness while working under pressure.

Maintain confidentiality.

Oversee, direct and coordinate the work of lower level staff.

Select, manage, supervise, train and evaluate staff.

Work independently, cope with interruptions and changes, prioritize tasks and coordinate efforts to meet required timelines.

Perform the essential functions of the job, with or without reasonable accommodation.

Establish and maintain effective working relationships with City employees, partner agencies, vendors/contractors, the news media and the general public.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to Bachelor's degree in communications, marketing, journalism, public relations, English, or related field preferred, with a graduate degree desirable.

Experience:

Five (5) years of experience as a full-time communications, marketing, or public relations professional with demonstrated success and supervisory experience.

License or Certificate

Possession of a valid driver's license.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment; exposure to computer screens.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard. May stand for long periods of time, lift and carry office equipment, supplies and materials. Basic communication skills such as talking and hearing are needed for frequent person-to-person contacts on the phone and in person.

Vision: Visual acuity to read numerical figures.

Other Factors: Periods of time may be spent outside in varying weather conditions. Incumbents will be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

Salary Scale

| Position | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------------------|------|------|------|------|------|------|------|
| Communications Manager | 6723 | 6925 | 7153 | 7382 | 7610 | 7838 | 8067 |

Option B

City of Camas
Non-Represented
January 2020

COMMUNICATIONS MANAGER

JOB OBJECTIVES

The individual in this position functions as the City's spokesperson, develops and implements communication strategies consistent with City goals and objectives, manages the City's external communication, via the City's website and other technologies, its social media platforms, and through positive relationships with media and the community. This position leads communication for crisis and issues management, partnerships, professional relations and communications strategies and implementation. In addition, the Communications Manager leads message development and deployment. This position reports to the City Administrator.

ESSENTIAL FUNCTION STATEMENTS

The following tasks are typical for positions in this classification. Any single position may not perform all of these tasks and/or may perform similar related tasks not listed here:

Serve as the City's official spokesperson with all media outlets requiring 24/7 availability for emergency and/or critical incidents; conduct and/or facilitate media interviews and conferences.

Direct, design, and develop a variety of publications, surveys and promotional items and print media to share information and increase awareness of the City's goals to both internal and external constituents; work with City departments and consultants if applicable.

Develop and implement broad public engagement strategies; develop and lead public relations, marketing campaigns and educational programs designed to inform and engage the community; manage the on-going relationship with the community and key stakeholders.

Conduct research necessary to determine internal and external perceptions about the City.

Lead, develop and execute communications strategies through collaboration with City's leadership team; serve as a member of the City's leadership team; work collaboratively with departments to develop and implement communications strategies and messaging consistent with the City's goals and objectives.

Develop and maintain strong professional working relationships with department directors, representatives of the news media, and with regional partners' public information officials; provide strong leadership in establishing relationships and fostering partnerships with City staff, the community, civic, and special interest groups.

Prepare and distribute press releases to media outlets; prepare talking points or presentations/scripts for elected officials and City staff for general information, news interviews and/or conferences.

Plan strategies to manage emerging issues and crises and serve as the first responder for relevant information.

Monitor news and social media for City-related communications and discussions; relay community feedback and engagement trends to elected officials, staff and project leaders.

Work with City staff and project leaders on messaging, public outreach strategies, and materials for electronic and in-person dissemination.

Work in partnership with the Information Technology department to ensure communications and marketing goals utilizing City platforms is achieved.

Manage the City's official social media platform and City phone app content including posts, blogging, podcasts, etc.; create graphics and use images and written content to inform and engage the public.

Manage the City's website content consistent with the City's communications strategies; assist staff to develop and maintain department-level pages.

Exercise high degree of accuracy, correctness and discretion when preparing communications materials including managing essential and highly confidential and sensitive information.

Provide training on messaging, marketing, and branding to ensure departmental staff are consistent in carrying forth the City's goals and objectives.

Review and update City's Social Media Policy regularly; create, communicate and disseminate any communication related policies/procedures.

Stay abreast of new trends and innovations in the field of technology as related to public relations/communications.

Represent the City at various meetings and events; work collaboratively with departments to develop and organize City-sponsored events.

Work non-traditional work hours to attend or participate in various events and meetings on behalf of the City; provide in-person support at open houses, forums, workshops and information booths.

Timely and regular attendance.

AUXILIARY FUNCTION STATEMENTS

Follow all safety rules and procedures established for work area.

Perform related duties and responsibilities as required.

QUALIFICATIONS

Knowledge of:

Principles of marketing and communications and effective social media strategies.

Council-Mayor form of government and the role of communication in support of the Mayor, City Administrator and Council.

Strong analytical and problem-solving skills, and understanding of client-centered support and services.

Metrics and methods of data usage to better communication methods/strategies.

The Incident Command System, FEMA training, and the role of the Public Information Officer.

Excellent oral, written, presentation, and interpersonal communication skills.

Current public relations, marketing, and journalistic practices and techniques.

Mastery of concepts of grammar and punctuation, copy writing, and editing.

Skill in communication strategy planning and implementation.

Microsoft Suite, desktop publishing, photography, citizen response management tools and website and social media management and monitoring tools.

Modern office methods, procedures and practices.

Principles and practices of professional business communication methods.

City government functions, policies, rules and regulations; federal, state and local laws, codes and regulations.

Basic principles and practices of budget administration.

Ability to:

Apply communications strategy and public relations principles to complex topics.

Effectively represent the City and interact successfully with internal stakeholders, partner agencies, media, community, vendors/contractors, and business leaders.

Demonstrate strong on-camera presentation, to include interviews with television, radio, and various media outlets.

Communicate effectively in oral and written form, using language that is appropriate to the person, group, or audience.

Develop creative ideas in relation to public information projects.

Develop policies related to communication procedures/strategies.

Establish effective working relationships at all levels of the organization.

Create informational graphics using desktop publishing, images and photography.

Research and implement new communication techniques.

Work independently using independent judgment with little direction, organize work, set priorities, and meet deadlines

Work outside regular office hours, and sometimes unpredictable hours, to meet City needs.

Manage multiple tasks and complete projects on a deadline.

Maintain professionalism and effectiveness while working under pressure; remain calm, deliberate, tactful, and advisory in stressful and emotional situations.

Maintain confidentiality.

Perform the essential functions of the job, with or without reasonable accommodation.

Education and Experience Guidelines

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

Equivalent to Bachelor's degree in communications, marketing, journalism, public relations, English, or related field preferred, with a graduate degree desirable.

Experience:

Five (5) years of experience as a full-time communications, marketing, or public relations professional with demonstrated success and supervisory experience; program or operational level experience in government preferred.

License or Certificate

Possession of a valid driver's license.

Accreditation in Public Relations (APR) credential preferred.

PHYSICAL DEMANDS AND WORKING CONDITIONS

The physical demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Office environment; exposure to computer screens.

Mobility: Sitting for prolonged periods of time; extensive use of computer keyboard. May stand for long periods of time, lift and carry office equipment, supplies and materials. Basic communication skills such as talking and hearing are needed for frequent person-to-person contacts on the phone and in person.

Vision: Visual acuity to read numerical figures.

Other Factors: Periods of time may be spent outside in varying weather conditions. Incumbents will be required to work extended hours including evenings and weekends. Incumbents may be required to travel outside City boundaries to attend meetings.

Salary Scale

| Position | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|------------------------|------|------|------|------|------|------|------|
| Communications Manager | 7620 | 7870 | 8122 | 8373 | 8625 | 8876 | 9126 |

Resolution 1252

A RESOLUTION adopting procedural rules for the conduct of
City Council meetings and workshops.

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

SECTION I

Regular City Council meetings shall not continue beyond 10:00 p.m. unless extended by ~~vote~~
consensus of the City Council present.

SECTION II

City Council workshops shall not continue beyond 6:30 p.m. unless extended by ~~vote~~ consensus
of the City Council present.

SECTION III

The public comment portions for workshop and regular City Council meetings shall be held ~~after~~
~~calling the meeting to order and prior to the consent at the appointed times on the~~ agenda. The
following rules shall govern public comment:

- A. Public comment may be offered on any subject, ~~it is advised that other than matters scheduled for a public hearing. P~~public comment for quasi-judicial and other matters scheduled for a public hearing, ~~will be accepted only~~ during the course of those ~~agenda itemse hearing~~. Written comments may be submitted to the City Clerk's Office if a person is unable to attend or remain for ~~any Council meetings public hearing~~.
- B. Any person speaking shall state ~~his or her~~ their name and address for the record.
- C. Each speaker shall be limited to three minutes, provided however the Mayor shall have the discretion to suspend this rule, and shall direct their comments to the chair of the meeting. Time

spent responding to questions from the Council or Mayor shall be in addition to the permitted three minutes. If more than three minutes is needed, ~~then it is recommended that the individual speaker should, setup an appointment with staff, a Council Member, or the Mayor. subject to the approval of the City Council and Mayor, request to be scheduled as a discussion item for a future Council meeting or workshop.~~ Additional time shall not be given by other members of the public to the current speaker without consensus of the Council.

D. Any written materials to be submitted by the speaker shall be provided to staff for distribution to the Council and Mayor, and to be placed into the meeting records.

E. Speakers shall not engage Council, staff, Mayor, or other audience members in conversation, debate, or question and answer sessions.

E.F. The meeting chair shall acknowledge the speaker for their comments, and if appropriate, indicate whether further steps are to be taken regarding the topic(s) presented. Mayor and Council Members should be consistent with any and all speakers in procedural matters

F.G. Persons All meeting attendees shall not engage in disruptive behavior. Disruptive behavior would include interrupting others when they are speaking, clapping, booing, or otherwise acting in a manner disruptive or disrespectful of appropriate public decorum, or acting in any manner in violation of the rules established by the City Council for conduct of public meetings.

ADOPTED at a regular meeting of the Council of the City of Camas this ____ day of February,
2020~~12~~.