



**CITY COUNCIL WORKSHOP MEETING AGENDA**  
**Monday, June 18, 2018, 4:30 PM**  
**City Hall, 616 NE 4th Avenue**



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**I. CALL TO ORDER**

**II. ROLL CALL**

**III. PUBLIC COMMENTS**

**IV. WORKSHOP TOPICS**

- A. Recognition of 25-Year Anniversary for Pam O'Brien, Accounting Manager  
Details: Pam O'Brien celebrates 25 years of service with the City of Camas on June 29, 2017.  
Presenter: Cathy Huber Nickerson, Finance Director  
Recommended Action: This item is for Council's information only.
- B. Park Impact Fee Update  
Details: A presentation about the process used to update the Park Impact Fee (PIF) Methodology and options for an updated PIF.  
Presenter: Jerry Acheson, Parks and Recreation Manager and John Ghilarducci and Tim Wood of FCS Group  
Recommended Action: Staff requests Council's input regarding the methodology to be used in assessing future PIF.  
 [Camas Park Impact Fee Presentation](#)
- C. Integrated Library System  
Details: The Camas Library has been using the Fort Vancouver Regional Library Integrated Library System for cataloging purposes. The agreement with Fort Vancouver Regional Library is dissolving so the Camas Library needs an Integrated Library System. The attached staff report provides information about the software, vendor selection process and contract.  
Presenter: Connie Urquhart, Library Director  
Recommended Action: This item has also been placed on the June 18, 2018 Consent Agenda for Council's consideration.  
 [Innovative Professional Services Agreement](#)  
[Innovative Subscription License](#)  
[Library Staff Report](#)
- D. Lacamas Creek Sewer Pump Station Design Consultant Services  
Details: Wallis Engineering has been selected to perform design, permitting, site investigations, survey and pump station layout alternatives at the Lacamas Creek trailhead parking lot on the north side of NE 3rd Avenue near E 1st Avenue. The work

also includes a design to modify the existing driveway access and a preliminary parking lot layout. This scope includes approximately 80 percent of the preliminary engineering work for the project. The proposed initial contract amount is \$361,189. The budgeted project amount for 2018 is \$600,000.

Presenter: James Carothers, Engineering Manager

Recommended Action: Staff recommends this item be placed on the July 2, 2018

Consent Agenda for Council's consideration.

 [Lacamas Creek Sewer Pump Station Design Contract Scope](#)

E. MCImetro Franchise Agreement

Details: MCImetro Access Transmission Services Corp. ("MCImetro"), doing business as Verizon Access Transmission Services, requests a franchise agreement with the City for installation of fiber optic telecommunication lines within the City right-of-way. The fiber optic lines will be used in part to serve future small cell wireless sites that Verizon is also currently discussing with the City. The draft ordinance has been reviewed by staff and the City Attorney, as well as MCImetro and their attorney.

Presenter: Steve Wall, Public Works Director

Recommended Action: Staff recommends Council set a date for a public hearing to be held on July 2, 2018.

 [Draft MCImetro Franchise](#)

F. Public Works Miscellaneous and Updates

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

Presenter: Steve Wall, Public Works Director

G. Community Development Miscellaneous and Updates

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

Presenter: Phil Bourquin, Community Development Director

H. Camping Restriction in Public Parks and Open Spaces

Details: A draft ordinance to amend Camas Municipal Code (CMC) Chapter 12.32.090 making it unlawful to camp in a public park or open space.

Presenter: Pete Capell, City Administrator

Recommended Action: This item will be placed on a future agenda for Council's consideration.

 [Draft Ordinance Amending CMC 12.32.090 - Camping](#)

[Draft Amendment to CMC 12.32.090 - Camping](#)

I. City Administrator Miscellaneous Updates and Scheduling

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

Presenter: Pete Capell, City Administrator

## V. COUNCIL COMMENTS AND REPORTS

## VI. PUBLIC COMMENTS

## VII. ADJOURNMENT

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

# City of Camas



## Park Impact Fee Update

John Ghilarducci

June 18, 2018



# Outline

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- ◆ Review of Process
- ◆ PIF Overview
- ◆ Current PIF
- ◆ Growth
- ◆ Impact Fee Cost Basis
- ◆ Levels of Service
- ◆ Calculated PIFs by Level-of-Service Standard
- ◆ Summary
- ◆ Comparisons
- ◆ Recommendation

# Review of Process

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- ◆ Data received, analysis begins (July 31, 2017)
- ◆ Kickoff meeting (October 3, 2017)
- ◆ Data review meeting with staff (January 8, 2018)
- ◆ Camas Parks Board Presentation (March 28, 2018)
- ◆ City Council Meeting (June 18, 2018)
- ◆ Review and update calls made throughout





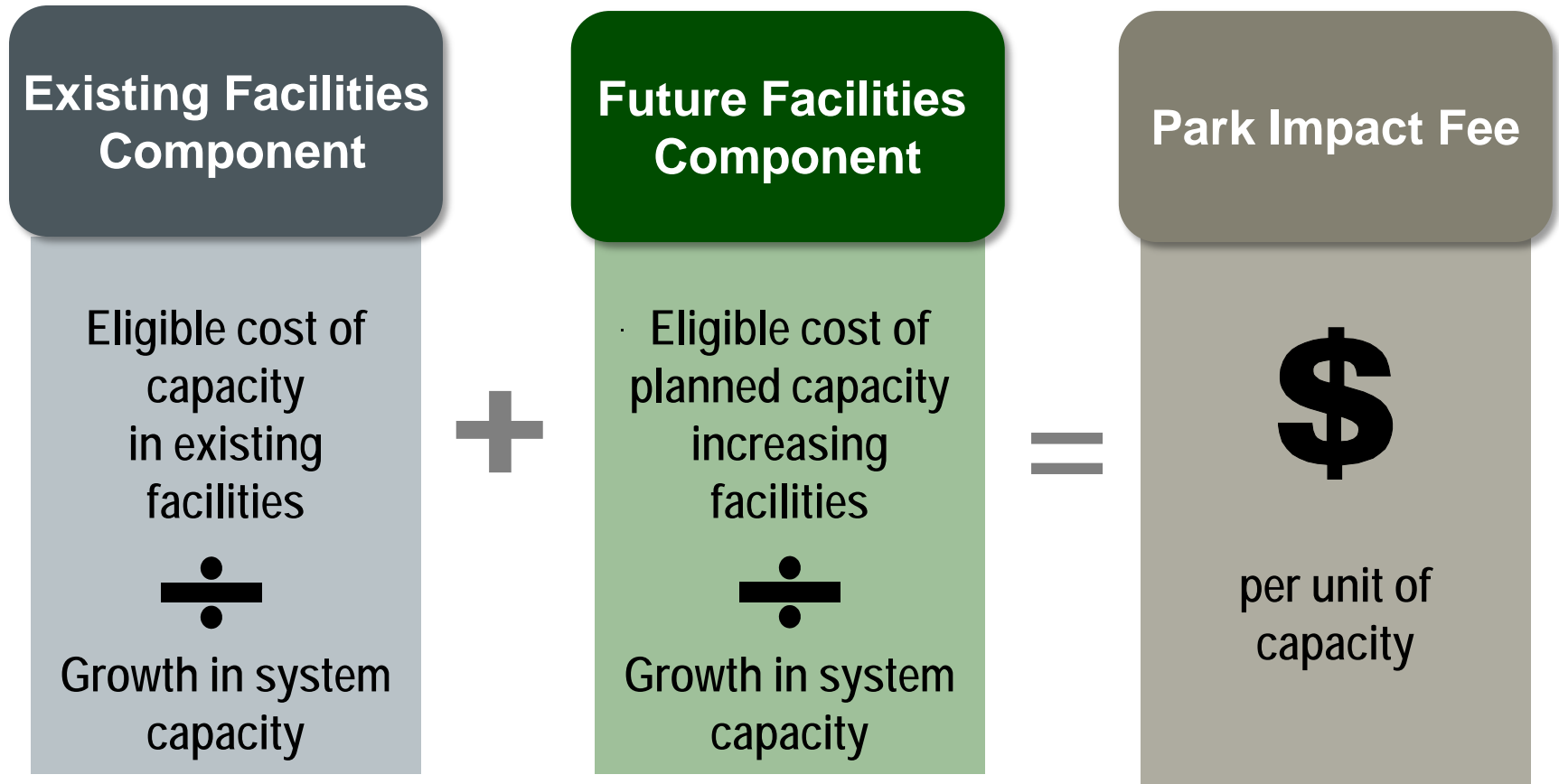
## Statutory Basis

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- ◆ Fees authorized by Growth Management Act
- ◆ The impact fees:
  - ◆ Must be used for system improvements that benefit new development
  - ◆ Cannot exceed new development's proportionate share of improvement costs
  - ◆ May only be expended on facilities in Project List



# PIF Calculation





# Current PIF

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- ◆ **Schedule of PIFs (as of January 1, 2016)**
  - \$2,290 per single-family detached dwelling unit
  - \$4,580 per duplex (both sides)
  - \$1,717 per multi-family dwelling unit (townhouse or apartment)
  - \$2,290 per condo
  - \$573 per interior accessory dwelling unit
  - \$802 per exterior accessory dwelling unit
- ◆ **Existing Methodology**
  - Future facilities component only
  - Eligibility based on actual level of service
  - Adjustments for other funding sources (10% reduction for most park types, 50% reduction for open space)
  - Option for Annual indexing



	2017	2034	Growth from 2017 to 2034	Annual Change after 2017
South Shore	20,826	24,573	3,747	0.98%
North Shore	2,254	9,525	7,271	8.85%
<b>Total</b>	<b>23,080</b>	<b>34,098</b>	<b>11,018</b>	<b>2.19%</b>

*Source: 2017 figures provided by Clark County GIS on 1/5/2018, 2035 growth figures provided by Washington State Office of Financial Management*

- ◆ **Annual citywide growth rate of 2.19 percent**
  - South Shore growth is expected to be 0.98 percent per year
  - North Shore growth is expected to be 8.85 percent per year
- ◆ **Growth serves as the denominator in the equation.**
- ◆ **Population growth based on Washington State Office of Financial Management**



# Future Facilities Cost Basis

- ◆ Project list includes 34 projects, totals \$93.2 million.
- ◆ For purposes of analysis, project list separated into 8 categories.
  - Park types are separated
  - Park acquisition and park development are separated

		Total Project Costs
Trails	Land Development	\$5,725,000
Trails	Land Acquisition	\$0
Neighborhood Park	Land Development	\$21,150,000
Neighborhood Park	Land Acquisition	\$9,200,000
Open Space	Land Development	\$3,580,000
Open Space	Land Acquisition	\$14,200,000
Special Use/Community Park	Land Development	\$31,120,000
Special Use/Community Park	Land Acquisition	\$8,250,000
Total		\$93,225,000



# Levels of Service

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- ◆ **Current Level of Service**

- Determines future park needs based on what is there today.
- No surpluses, no deficiencies.

- ◆ **Realized Level of Service**

- Determines future park need based on combination of what is there today and what will be available in the future based on the project list.
- Future state of population and built projects determines level-of-service standard.

*Level of service is often expressed as a number of acres per 1,000 residents.*



# Current LOS

		Total Project Costs	Percent Eligible for Impact Fee	Impact Fee Eligible Costs
Trails	Land Development	\$5,725,000	47.74%	\$2,733,018
Trails	Land Acquisition	\$0	100.00%	\$0
Neighborhood Park	Land Development	\$21,150,000	23.76%	\$5,025,912
Neighborhood Park	Land Acquisition	\$9,200,000	80.57%	\$7,412,544
Open Space	Land Development	\$3,580,000	0.00%	\$0
Open Space	Land Acquisition	\$14,200,000	100.00%	\$14,200,000
Special Use/Community Park	Land Development	\$31,120,000	20.29%	\$6,313,069
Special Use/Community Park	Land Acquisition	\$8,250,000	66.49%	\$5,485,210
<b>Total</b>		<b>\$93,225,000</b>	<b>44.2%</b>	<b>\$41,169,752</b>
PIF Fund Balance				-\$1,220,495
Estimated REET Available for Capital		\$6,288,511	44.2%	-\$2,777,114
<b>PIF Eligible Cost Basis</b>				<b>\$37,172,143</b>
<i>Population Growth 2017-2034</i>				<i>11,018</i>
<b>Future Component Fee per Single Family Home</b>				<b>\$10,986</b>

- ◆ Current LOS based on what Camas currently provides.

	Existing Component Fee	Improvement Fee Component	Adjustments	Total
PIF per Single Family Home	\$0	\$10,986	(\$1,067)	<b>\$9,919</b>



# Realized LOS

		Total Project Costs	Percent Eligible for Impact Fee	Impact Fee Eligible Costs
Trails	Land Development	\$5,725,000	64.63%	\$3,699,809
Trails	Land Acquisition	\$0	100.00%	\$0
Neighborhood Park	Land Development	\$21,150,000	48.40%	\$10,236,047
Neighborhood Park	Land Acquisition	\$9,200,000	86.85%	\$7,990,120
Open Space	Land Development	\$3,580,000	32.31%	\$1,156,796
Open Space	Land Acquisition	\$14,200,000	100.00%	\$14,200,000
Special Use/Community Park	Land Development	\$31,120,000	46.04%	\$14,328,870
Special Use/Community Park	Land Acquisition	\$8,250,000	77.32%	\$6,378,589
<b>Total</b>		<b>\$93,225,000</b>	<b>62.2%</b>	<b>\$57,990,232</b>
PIF Fund Balance				-\$1,220,495
Estimated REET Available for Capital		\$6,288,511	62.2%	-\$3,911,743
<b>PIF Eligible Cost Basis</b>				<b>\$52,857,994</b>
<i>Population Growth 2017-2034</i>				<i>11,018</i>
<b>Future Component Fee per Single Family Home</b>				<b>\$15,474</b>

- ◆ Realized LOS based on future project list and population, applied to current population.
- ◆ Increased eligibility results from realized LOS higher than current LOS.
- ◆ Existing facilities component for Open Space.

	Existing Component Fee	Improvement Fee Component	Adjustments	Total
PIF per Single Family Home	\$1,105	\$15,474	(\$1,369)	\$15,210

# Scenario Development

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- ◆ City staff identified options for reducing cost of project list, developed three scenarios
  - Scenario 1: Full Project list (\$93.2 million)
  - Scenario 2: Remove Community/Aquatics Facility (reduction of \$25 million)
  - Scenario 3: Also remove Sports Complex (reduction of additional \$10 million)
- ◆ Projects removed could not be funded through PIF
- ◆ Scenarios 2 and 3 eliminated to maximize financial flexibility for Camas



## Recommendation

- ◆ Staff recommends that council adopt a realized LOS methodology with an existing component fee.
- ◆ Council could consider a phase-in of new PIF and/or a discount.
- ◆ Council could consider indexing to adjust for inflation using Engineering News Report Construction Cost Index.
- ◆ Housing types considered for fee schedule were reduced for simplicity.

	Dwelling Unit	Accessory Dwelling Unit (Interior)	Accessory Dwelling Unit (Exterior)
Current PIF	\$2,290	\$573	\$802
Current PIF (Adjusted for Inflation)	\$4,504	\$1,127	\$1,577
Calculated Maximum Defensible PIF	\$15,210	\$3,802	\$5,323



## Comparable Jurisdiction PIFs

Jurisdiction	PIF
Washougal	\$1,880
Camas (current)	\$2,290
Vancouver	\$2,142-\$2,379
Battle Ground	\$2,840
Ridgefield	\$3,075
Clark County	\$1,998-\$5,015
Camas (maximum defensible)	\$9,919-\$15,210

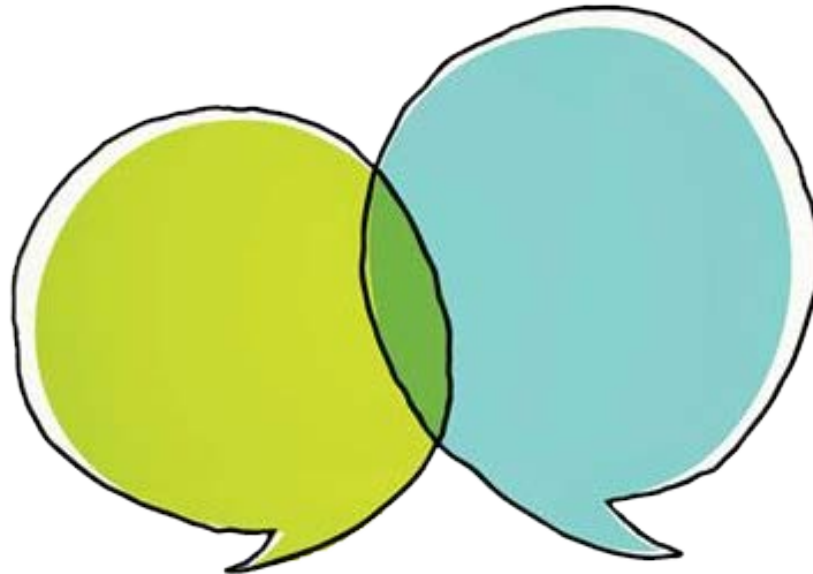
- ◆ Above table displays enacted PIFs from nearby jurisdictions.
- ◆ Ranges for Vancouver and Clark County denote highest and lowest PIFs by zone.
- ◆ PIFs detailed above are likely discounted while the proposed new PIF for Camas is the maximum defensible fee. The fee can be reduced or phased in as a policy.





# Questions and Discussion

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## John Ghilarducci

Principal

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## Timothy Wood

Senior Analyst

(503) 841-6543 ext. 303

Contact FCS GROUP:

(425) 867-1802

[www.fcsgroup.com](http://www.fcsgroup.com)

**INNOVATIVE INTERFACES INCORPORATED**  
**MASTER PROFESSIONAL SERVICES AGREEMENT**

This Master Professional Services Agreement ("Services Agreement") is entered into by and between Innovative Interfaces Incorporated., a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

<b>Client</b>	Camas Public Library
<b>Address</b>	625 NE 4th Ave Camas WA 98607-2109
<b>Client Technical Contact</b>	Name: Connie Urquhart Phone: (360) 834-4692 x4701
<b>Effective Date</b>	May 29, 2018
<b>License Agreement Date</b>	May 29, 2018

**1. Definitions.**

- a. "GTCs" means the Innovative Interfaces Incorporated Master Professional Services Agreement General Terms and Conditions in Exhibit C.
- b. "SOW" means one or more Statements of Work attached as an exhibit hereto and executed by the parties hereto from time to time on or after the Effective Date.

2. **General.** Innovative and Client agree that this Services Agreement is a binding agreement between the parties and is governed by the GTCs, which are made a part hereof. This Services Agreement, the GTCs and all other exhibits, schedules and terms and conditions referenced by or in this Services Agreement or the GTCs together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, prior to the execution of this Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this Services Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

**EXHIBITS TO SERVICES AGREEMENT**

A	Statement(s) of Work
B	Pricing Exhibit
C	General Terms and Conditions

[Signature page follows]

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

<b>Client</b>	<b>Innovative</b>
<b>Camas Public Library</b>	<b>Innovative Interfaces Incorporated</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**Exhibit A**  
**Statement of Work**

[Statement of Work follows]

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## Statement of Work

This Statement of Work (the “SOW”) dated May 29, 2018 is entered into pursuant to the Master Professional Services Agreement between Camas Public Library (“Client”) and Innovative Interfaces Incorporated (“Innovative”) effective as of May 29, 2018 (the “Agreement”). Innovative and Client may each be referred to as “Party” from time to time or collectively as “Parties”.

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## Purpose of this Statement of Work

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the Polaris Success Bundle purchased under the Subscription License Agreement for Camas Public Library. The SOW provides an overview of the scope of the project including the estimated hours and costs to complete the engagement based on Innovative’s prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

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## Project Scope of Services

Innovative utilizes a five (5) stage Implementation Process to ensure a smooth & successful implementation that incorporates the learning experience of over 9,500 implementations for libraries in 66 countries around the world. The Methodology incorporates all of the necessary components for a successful project including:

- Project planning and staffing
- Project planning templates (schedules, requirements documents, budgets, etc.)
- Industry best practices for system setup
- Client communications including project plans, status reports, and status meetings.
- Use of a client collaboration tool
- Techniques, tools, and deliverables to accelerate implementations
- Quality assurance & testing
- Training & Change Management services

The Scope of the project includes the following set of professional services:

- **Setup the software and hosting environment** for the Client to access the Polaris ILS.
  - Polaris Success Bundle
    - Acquisitions
      - EDI - Electronic Ordering
      - EDI - Electronic Invoicing
      - Titles to Go
      - Selection Lists
    - Cataloging

- Automatic Authority Control
    - Export Express
    - Z39.50 Client, Broadcast & Server
  - Circulation
    - Classic Inventory Control
    - Collection Agency / Debt Collection (Unique Management)
    - Digital Signatures
    - eCommerce - PowerPAC (Payflow Link)
    - Self-Check using Express Check
    - Floating Collections
    - Held Item Delivery
    - Outreach
    - Interlibrary Loan
    - RFID Integration
    - Notices
    - Offline Circulation
    - Patron Images- Internal
    - SIP2 Interface for Self Check
    - SMS Alerts
    - Volume Level Holds
  - eContent Integration
  - Unlimited PowerPAC Users
    - Carousel Toolkit
    - Community Profiles w/ Campaigns
    - Children's PAC
    - Did you mean? (spellcheck)
    - Feature It
    - Location-based Profiles & PowerPAC Localization
    - Patron Self-Registration
    - Remote Patron Authentication against Polaris patron DB
    - RSS Feed Builder
    - URL Detective
  - Serials
    - Claiming
  - Polaris REST APIs
  - Polaris Canned Reports
  - Simply Reports
  - SQL query access with Microsoft reporting services
- **Project Management Services** to manage the Innovative services team, coordination of the technical services required to configure the software, delivery of project plans with periodic updates, project budgets tracking both hours and costs incurred, client communications and status reports and management of change orders as required.  
SOW covers:
    - Up to 2 days of onsite profiling services



- **Software Configuration** services to adapt the fully functional out of box software to the clients' unique needs.
- **Data Migration Services** to migrate the client's data from their existing ILS into the Polaris ILS. These services include analysis, mapping and loading of data into the Polaris Test Database. Revisions to the Polaris Test Database will be made, when possible, as issues are reported during the evaluation period. Includes Consulting, Profiling, Loading for: Bibliographic, Authority, Item, Patrons, Circulation Checkouts, Holds and Fines. Includes up to 2 data loads.
- **Training Services** to be delivered through a combination of on-site visits and web-based sessions. Training topics will be detailed in the schedule during the preparation phase based on library go-live priorities and target dates.

SOW covers:

- Up to 6 days of training onsite at the library's location
  - 4 Days of Patron Services Training (Onsite)
  - 1 Day of Acquisitions Training (Onsite)
  - 1 Day of Serials Training (Onsite)
- Up to 23 hours of instructor led online training
  - System Administration
  - Simply Reports
  - Community Profiles
  - Outreach Services
  - Export Express
  - Feature IT
  - ILL
- **Go Live On-Site Support**
  - 2 days

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## Project Timeline

Innovative proposes the following draft timeline that outlines overall steps and responsibilities for a Polaris implementation. Event order and event time frames may be adjusted, e.g. time allotted for library tasks may be extended or compressed. A project plan tailored to your library will be mutually agreed upon after Innovative meets with you and fully understands the detailed requirements.

MAJOR TASKS	DATES
Contract Signing	Week 1
Initial Phone Call with Customer to discuss project and profiles	Week 1
Library set-up in Supportal (Access, Documentation, Usage)	Week 2
Kick-off Meeting	Week 2
Site Visit (Profile creation)	Week 3





Server staging	Week 4
Library System completes and submits Profiles to Project Manager	Week 6
Data Pull for Test load	Week 6
Implementation Profile input, review, and finalization	Week 7
Data Mapping	Week 8
Test data load	Week 9
Polaris QA of Data Load	Week 11
Library System has access to Test database for review and training	Week 11
Training – P1 – Circulation, Cataloging and PAC	Week 13
Acceptance Testing by Library System occurs	Week 13
Library System internal staff training	Week 13
Third Party prep and testing	Week 13
Training – P2 – Acquisitions and Serials	Week 17
Other selected training via Webinar	Week 18
Prepare for Polaris Offline	Week 20
Data Sign-off for Production load	Week 20
Library System is Offline with Polaris	Week 21
Final data migration on Production server	Week 21
Final Data QA	Week 21
Library System review of Production database and upload files	Week 21
Library System is Live on Polaris	Week 21
Transition to Polaris Support	Week 23

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## Implementation Fees and Payment Terms

All prices listed below are based on the deliverables included in this Statement of Work.

Item	Price
Polaris Success Bundle Implementation Services	\$14,760
<b>Total</b>	<b>\$14,760</b>
Estimated Hours	482

The Total Service Fees and hours estimated for this project are \$14,760 (USD) and 482 hours. These estimates are based on a Time and Materials (T&M) based arrangement, and are made in good faith based on the activities, approach and assumptions contained in this Statement of Work. Innovative will provide regular updates on the project budget for Client planning purposes. The quote contained herein is an estimate and may be affected by the final scope agreed and in any additional Change Requests.



This Statement of Work estimate is valid for 30 days. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

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## **Innovative Services Team**

The Services Team will have a dedicated core project team that will be involved for the life cycle of the project. This team will consist of the following:

- **Project Manager:** The Project Manager has extensive knowledge of the Polaris ILS, the Polaris ILS database, library workflows, and library data. All Polaris Project Managers have years of project management experience, and have implemented ILS migrations for many libraries.
- **Data Migration Specialist:** The data migration specialist is responsible for creating, maintaining, and executing the SQL scripts, and other software, required for migrating your existing ILS databases into the Polaris ILS database. All Polaris Data Migration Specialists have extensive SQL skills, in-depth knowledge of MARC and other library data, and many years of experience in migrating ILS data.
- **Polaris Trainer:** One or more Polaris trainers will be assigned to your implementation, shortly after the project kicks off. Your trainers are selected based on their knowledge of the specific subsystems and options that you will be implementing, as well as their experience in training libraries that are migrating from the same legacy ILS that you are migrating from. All Polaris trainers have significant experience in ILS operations and training.
- **Polaris System Engineer:** The Polaris System Engineer performs the staging and installation for your hosted system.
- **Executive Sponsor –** The Executive Sponsor is assigned to the project to provide oversight, be an escalation point, ensure the success of the project, and participate in the project steering committee.

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## **Client Implementation Team**

- **Executive Sponsor –** Provides executive oversight, ensuring the project is aligned to meet the goals of the Library project and Steering Committee.
- **Project Manager –** Works directly with the Services Team Project Manager to ensure that risks are mitigated, appropriate communications is achieved and milestones are met. Works with Services Team Project Manager to coordinate work plans, schedules, and teams' work. Will manage day-to-day operational aspects and ensure deliverables are met. Responsible for Project Steering Committee status reporting and Executive communications.



- Librarian Lead – Works closely with Project Managers to ensure requirements are comprehensive and representative of the needs of the business. The Librarian Lead will coordinate with key members of the team as required.
- Technical Lead - Will be responsible for assisting with Client responsibilities related to data migrations and any other system level duties required by Client.

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## Implementation Assumptions

- Customer is expected to provide adequate resources to ensure timely turnaround of reviews and prompt acceptance of data migration.
- Train-the-Trainer Approach: Innovative's approach to training is to train a core group (up to 10 trainees). This core group will receive in-depth training on the various subsystems. This core group will, in turn, train the remainder of the Library staff. Frontline training is available for purchase, if desired.
- There is a minimum two day charge for all on-site services.
- Client is responsible for data extraction.
- Data will be extracted in formats specified in the Polaris Data Migration Guide for both MARC and non-MARC data from the legacy integrated library systems (ILS).

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

### AGREED:

Camas Public Library

Innovative Interfaces Incorporated

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**  
**Pricing Exhibit**

**Additional Terms:**

1. **Fees.** All Fees, expenses and other amounts owed to Innovative must be paid to Innovative within 30 days following receipt of the invoice.

[Approved Quote follows]



## Pricing Exhibit

Innovative Interfaces, Inc.  
5850 Shellmound Way  
Emeryville CA 94608

<b>Date</b>	3/29/2018
<b>Quote #</b>	EST-INC6891
<b>Payment Terms</b>	Net 30
<b>Sales Rep</b>	Carrie Pearson
<b>Technical Contact</b>	CU7721:1 Camas Public Library : ...
<b>Site Code</b>	
<b>Expires</b>	6/27/2018

**Bill To**

Camas Public Library  
625 NE 4th Ave  
Camas WA 98607-2109  
United States

**Ship To**

Camas Public Library  
625 NE 4th Ave  
Camas WA 98607-2109  
United States

**Currency**

US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Polaris Public Success Bundle Implementation Services	Services	1	Polaris Public Success Bundle Implementation Services		41,000.00	14,760.00

**Total Fees** US\$14,760.00

**Exhibit C**  
**Innovative Interfaces Incorporated**  
**Master Professional Services Agreement**  
**General Terms and Conditions**

The parties agree that their contractual relationship with respect to the Services will be governed by the terms and conditions of (1) this Master Professional Services Agreement General Terms and Conditions ("GTCs"), (2) the applicable Innovative Interfaces Incorporated Master Professional Services Agreement(s) (each, a "Services Agreement"), and (3) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs and Services Agreement(s). Each Services Agreement, together with the terms and conditions of these GTCs and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the Services Agreement.

**1. Scope and Performance of Services.**

- a. Each SOW will detail (i) the requirements for implementation of the Software (as defined below) or such other professional consulting services as the parties may mutually agree (the "Services"), and (ii) any tangible work product or other deliverables to be provided to Client by Innovative in conjunction with the Services ("Work Product"), each of which is subject to the terms and conditions set forth in this Agreement. Any such SOW, when executed by the parties, will be deemed incorporated into this Agreement and made a part hereof for all purposes. Innovative will provide the Services on the terms contained in this Agreement. The term "Software" has the meaning assigned in that separate License Agreement between the parties dated as of the License Agreement Date identified in the Services Agreement.
  - b. Client will be deemed to have accepted the Services as billed on a time and material basis unless otherwise specified in the applicable SOW.
  - c. Innovative is permitted to, at its sole cost and expense, subcontract the performance of some or all of the Services provided that (i) Innovative's subcontractor agrees in writing to abide by the terms of this Agreement, and (ii) Innovative remains fully responsible for the performance of such subcontractor in accordance with the terms hereof. In performing any Services at Client's site, Innovative's and its subcontractors' personnel (collectively, the "Consulting Personnel") must adhere to all reasonable personal conduct and security policies of Client provided in writing to Innovative in advance. Unless otherwise agreed to by both parties, the Consulting Personnel will observe the working hours and holiday schedules of Client while working on Client's premises.
  - d. Although Innovative will perform much of the Services at its offices with its equipment, in order to facilitate the performance of the Services, Client will make available in a timely manner, at no charge to Innovative, all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources reasonably required by Innovative for the performance of the Services ("Client Resources"). Innovative and its subcontractors are hereby granted a nonexclusive, non-transferrable, non-sub-licensable, fully paid-up license to use the Client Resources during the term of this Agreement for the sole purpose of performing the Services. Innovative will not be liable for any damages related to delays caused by Client's failure to fulfill the foregoing obligations.
- 2. Change Orders.** The parties may make changes to the Services specified in an SOW by executing a mutually agreeable "Change Order" that sets forth (i) a description of the change(s), and (ii) the price and payment terms (if any) for the change(s). Once so approved, the Change Order will constitute a formal amendment to the applicable SOW, and will be deemed incorporated into this Agreement and made a part hereof for all purposes.

**3. Proprietary Rights and Ownership.**

- a. All Intellectual Property Rights (as defined below) in the Services and Work Product provided or made available to Client by Innovative hereunder (including all improvements, enhancements, modifications or updates) ("Innovative Products") will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to

time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. During the term of this Agreement, subject to the terms and conditions set forth herein, Client will have a personal, non-transferable, non-exclusive, right and license to use the Work Product solely for the Software and internal business purposes of Client. Client will at all times retain all intellectual property rights in all Client Data (as defined in the License Agreement) and any proprietary information and materials provided by Client in connection with the Services provided hereunder.

- b. For purposes of this Agreement, as between Innovative and Client, any intellectual property in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party.
- c. Client acknowledges that Innovative is engaged in the process of continuously improving its products which provide software solutions to manage libraries for a wide variety of clients and that Innovative will continue these activities. Nothing in this Agreement will be deemed to preclude or limit Innovative from using intellectual property developed in the provision of the Services hereunder and/or developing any products, end-user services, or other deliverable materials for itself or other clients, so long as such services and/or products do not incorporate Client's Confidential Information or Client Data.
- d. If, in the course of receiving the Services, Client Data is provided by Client or its vendors to Innovative, such Client Data will be managed in accordance with the License Agreement.

#### **4. Fees; Expenses; Payment Terms.**

- a. In consideration for the Services, Client agrees to pay the fees set forth in each applicable SOW or Pricing Exhibit (the "Fees"). Additionally, Client will be responsible for all reasonable out-of-pocket costs and expenses (e.g. travel, copying and courier services) incurred by Innovative in its performance of this Agreement.
- b. All Fees and expenses will be billed up to twice monthly in arrears or as may otherwise be specified in the applicable SOW or Pricing Exhibit. All Fees, expenses and any other amounts owing under this Agreement are due and payable on the terms set forth in the Pricing Exhibit. All amounts stated herein and all Fees determined hereunder are in U.S. dollars.
- c. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery of the Services, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state-issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative, will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.
- d. Any invoices not paid when due will accrue interest at a rate of 1% per month or the maximum rate permitted by law, whichever is greater.

#### **5. Limited Warranty.**

- a. Innovative warrants, solely for the benefit of Client, that all Services rendered pursuant to this Agreement will be performed in professional manner consistent with industry practices. Innovative agrees to re-perform any Services not in compliance with this warranty brought to its attention within thirty (30) days after those Services are performed.
- b. Innovative warrants, solely for the benefit of Client that for a period of 30 (thirty) days after delivery, the Work Product delivered will perform in accordance with the specifications contained in the applicable SOW.

Innovative agrees to correct any such Work Product not in compliance with this warranty brought to its attention within the foregoing warranty period.

- c. The exclusive remedy of Client under the limited warranties set forth in Sections 5(a) and 5(b) are set forth in Sections 5(a) and 5(b), respectively.
- d. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTIONS 5(a) AND 5(b), THE SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF.
- 6. **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THE APPLICABLE SOW UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE, LESS AGGREGATE DAMAGES PREVIOUSLY PAID BY INNOVATIVE UNDER THIS AGREEMENT. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.
- 7. **Indemnification.** Innovative will defend Client in any legal action filed by a third party against Client claiming the Services or Work Product as delivered to Client by Innovative pursuant to Section 1 infringes a U.S. copyright or U.S. patent; provided in each case that Client promptly notifies Innovative in writing of such claim and fully cooperates with Innovative in the defense of such claim. Innovative will also indemnify and hold Client harmless from any and all damages and costs (including reasonable attorney's fees) finally awarded by a court of competent jurisdiction in connection with any such claim, or agreed by Innovative in a settlement of such claim. Innovative will conduct the defense and any settlement negotiations in any such third-party action arising as described herein. This indemnification is limited to the Services and Work Product in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Services and Work Product in combination with other software or items not provided by Innovative; or (z) third-party source code included in the Services and Work Product. If the use of the Services or Work Product by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Services or Work Product, (ii) modify the Services and Work Product to remove the cause of the claim, action or suit, (iii) replace the Services and Work Product at no additional charge to Client with an equally suitable, non-infringing service or work product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Services and Work Product, prorated for the period Client's use of the Services and Work Product is enjoined. None of the above warranties or remedies will apply with respect to any element of the Services and Work Product that has been modified by any party other than Innovative, or used in a manner for which the Services and Work Product are not designed or intended. This section states



Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

**8. Confidentiality.**

- a. Innovative acknowledges that any Client Resources or information, data, or documents disclosed by Client to Innovative in its performance hereunder are confidential and proprietary information of Client. Client acknowledges that all documentation, technical information, Software and other information pertaining to the Services, and/or Innovative's business interests or activities, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. The information and materials described in the two preceding sentences are referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if such information (i) is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the Effective Date, or (iii) was rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.
- b. Unless otherwise required by the Client according to the Public Records laws of the State of Washington, all Confidential Information will be held in confidence and will not be copied, used or disclosed other than as set forth in this Agreement. Each party will take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to said Confidential Information for the purposes of performing this Agreement or using the Work Product, provided that such parties have entered into a non-disclosure agreement offering similar protection as is provided under this Agreement; or (ii) if such disclosure is in response to a valid statute, order of any court or other governmental body, in which event, the disclosing party will use reasonable efforts to provide the other party with prior notice of such required disclosure.
- c. Recognizing that any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

**9. Term; Termination.**

- a. This Agreement will be effective as of the Effective Date and will remain in effect until terminated as permitted under this section. Client may terminate this Agreement or an SOW at any time without cause upon 30 (thirty) days prior notice. Client may terminate this Agreement at any time if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative. Innovative may terminate this Agreement or an SOW for cause (i) if Client breaches any material term or condition of this Agreement or an SOW and such breach continues unremedied for 30 (thirty) days after delivery of written notice of such breach to Client, or (ii) if Client is declared bankrupt, admits its inability to satisfy its debts, or enters into any negotiation with its creditors for the settlement of its debts. Any notice of termination expressly purporting to terminate this Agreement in its entirety will also effectively terminate any and all SOWs then outstanding. Contrarily, any notice of termination purporting only to terminate one or more SOWs (but not purporting to terminate this Agreement or otherwise remaining silent as to the termination of this Agreement) will effectively terminate only such identified SOW(s), in which event this Agreement and all other outstanding SOWs will survive.
- b. Upon any termination of this Agreement, all paid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for all Work Product provided or Services performed up to, and including, the date of termination. Otherwise, the rights and duties of the parties will terminate other than the obligation of the Client to pay Fees and expenses in accordance herewith, and the obligations of the parties pursuant to Section 3 (Ownership), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), and the governing law and venue provisions of this Agreement. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this

Agreement. Within 30 (thirty) days of a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested by the other party.

10. **Consulting Personnel.** Innovative agrees to keep accurate and complete records of tasks and hours of the Consulting Personnel in performing the Services. Innovative will be solely responsible for, at its own cost, verifying the employment history, educational and professional credentials and licenses, and criminal history of each of the Consulting Personnel. In providing the Services, Innovative will not knowingly utilize Consulting Personnel who have been convicted of fraud, theft, larceny, embezzlement or any other felony or other crime of moral turpitude. Innovative is solely responsible to ensure that all Consulting Personnel are in compliance with the Immigration Reform and Control Act of 1986 ("IRCA"). Specifically, Innovative will comply fully with the record keeping and other requirements of IRCA, including without limitation all I-9 requirements. Client is not responsible for sponsorship of any workers who perform Services for it at the request of Innovative. For Innovative employees working in the United States pursuant to this Agreement, Innovative will provide to Client only workers for whom Innovative has confirmed legal liability to perform services as employees in the United States, and for whom all required record keeping under IRCA has been performed and maintained. No Consulting Personnel will be entitled to participate in any compensation or benefits plan of Client. Innovative will be solely responsible for the payment of wages and any employee benefits to or on behalf of the Consulting Personnel for work performed under this Agreement and for withholding of any and all federal, state and local income taxes, paying social security taxes, unemployment insurance in an amount and under such terms as required by federal, state, or local law.
11. **Back-Up Activities.** Client has the sole responsibility for the maintenance and protection of all data provided by Client to Innovative for performance of the Services, including, without limitation, the making, storing and security of back-up and archive copies of such data (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.
12. **General.**
  - a. **No Waiver.** The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
  - b. **Independent Contractor.** Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Consulting Personnel will be entitled to participate in any compensation or benefits plan of Client.
  - c. **Force Majeure.** Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control.
  - d. **Notice.** Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the Service Agreement. Notice will be deemed given on the date of receipt or first refusal by the recipient. All communications pursuant to this Section will be deemed delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.
  - e. **Invalidity.** Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.
  - f. **Counterparts.** This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be an original, but all such counterparts together constitute but one and the same instrument.

- g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.
- h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.
- i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.
- j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate confidentiality agreement, license agreement or other document issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including without limitation requests for proposals ("RFPs") and responses to such RFPs, questionnaires and responses to same) do not constitute a part of this Agreement. Purchase orders, work orders or other documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a Services Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. Service Agreement, 2. GTCs and 3. Any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.

**INNOVATIVE INTERFACES INCORPORATED**  
**SUBSCRIPTION LICENSE AGREEMENT**

This Subscription License Agreement ("License Agreement") is entered into by and between Innovative Interfaces Incorporated, a California corporation ("Innovative"), and the party identified as Client below ("Client"), as of the "Effective Date" also set forth below.

<b>Client</b>	Camas Public Library
<b>Address</b>	625 NE 4th Ave Camas WA 98607-2109
<b>Client Technical Contact:</b>	Name: Connie Urquhart Phone: (360) 834-4692 x4701
<b>Effective Date</b>	May 29, 2018
<b>Customer No.</b>	CU7721

**1. Definitions.**

"GTCs" means the Innovative Interfaces Incorporated Subscription License Agreement General Terms and Conditions in Exhibit B.

"Support Terms" means the Innovative Interfaces Incorporated Maintenance and Support Terms and Conditions, as may be amended from time to time by Innovative, a copy of which can be found [here](https://www.dropbox.com/s/rve1a70k5a4028x/innovative%20interfaces%20inc.%20--%20online%20support%20terms%20%2801-24-17%29.doc?dl=0) (https://www.dropbox.com/s/rve1a70k5a4028x/innovative%20interfaces%20inc.%20--%20online%20support%20terms%20%2801-24-17%29.doc?dl=0).

"Hosting Terms" means the Innovative Interfaces Incorporated Hosting Terms and Conditions, as may be amended from time to time by Innovative, a copy of which can be found [here](https://www.dropbox.com/s/1ns6x8e9j73cvry/Innovative%20Interfaces%20Inc.%20--%20Online%20Hosting%20Terms%20%2805-01-17%29.doc?dl=0) (https://www.dropbox.com/s/1ns6x8e9j73cvry/Innovative%20Interfaces%20Inc.%20--%20Online%20Hosting%20Terms%20%2805-01-17%29.doc?dl=0).

**2. General.** Innovative and Client agree that this License Agreement is a binding agreement between the parties and is governed by the GTCs, Support Terms and, if the attached Pricing Exhibit indicates that Client has purchased hosting services, then the Hosting Terms, all of which are made a part hereof. This License Agreement, the GTCs, Support Terms, Hosting Terms, if applicable, and all other exhibits, schedules and terms and conditions referenced by or in this License Agreement, the GTCs, Support Terms or Hosting Terms together constitute the "Agreement." Client acknowledges and agrees that it has had the opportunity to review the Agreement, including without limitation, the GTCs, Support Terms and Hosting Terms, prior to the execution of this License Agreement. Innovative recommends that Client print a copy of each component of this Agreement for Client's records. Unless otherwise specified, capitalized terms in this License Agreement have the same meaning as those in the GTCs. This Agreement is governed by and interpreted in accordance with the internal substantive laws of the State of New York, without regard to any other laws that would require the application of the laws of another jurisdiction. Application of the U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

## EXHIBITS TO LICENSE AGREEMENT

A	PRICING EXHIBIT
B	GENERAL TERMS AND CONDITIONS

In witness whereof, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

Client	Innovative
<b>Camas Public Library</b>	<b>Innovative Interfaces Incorporated</b>
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

## Exhibit A

### Pricing Exhibit

1. **Fees.** All Fees must be paid to Innovative within 30 days following receipt of the invoice. Innovative shall send the first two Software invoices in accordance with the following schedule, and then annually or as new Software is purchased.

Date	Fee
Effective Date	\$22,922.50
December 31, 2018	\$45,845.00

2. **Term.** Subject to the early termination provisions set forth in the GTCs, this Agreement will be effective for an initial term of the Effective Date through December 31, 2024 (the "Initial Term"). This Agreement will be automatically renewed for additional one (1) year terms (each, a "Renewal Term" and, together with the Initial Term, the "Term"), unless either party gives the other not less than ninety (90) days' prior written notice of its intent to terminate this Agreement effective as of the end of the then-current Term. Commencing upon Renewal Term and thereafter, Innovative will have the right to increase rates hereunder by a maximum percentage equivalent to the greater of 5% or the percentage increase in the Consumer Price Index (CPI-U) over the previous year.

[APPROVED SOFTWARE LICENSE QUOTE FOLLOWS THIS PAGE]



## Pricing Exhibit

Page 1 of 2

Innovative Interfaces, Inc.  
5850 Shellmound Way  
Emeryville CA 94608

**Date** 5/28/2018  
**Quote #** EST-INC7302  
**Payment Terms** Net 30  
**Overall Contract Term (Months)** 60  
**Contract Start Date**  
**Contract End Date**  
**Sales Rep** Carrie Pearson  
**Site Code**  
**Expires** 8/26/2018

### Bill To

Camas Public Library  
625 NE 4th Ave  
Camas WA 98607-2109  
United States

### Ship To

Camas Public Library  
625 NE 4th Ave  
Camas WA 98607-2109  
United States

### Currency

US Dollar

Item	Item Category	Qty	Description	Options	Unit Price	Amount
Polaris Success Bundle - Public		1	Polaris Public Success Bundle  Polaris is an integrated library system solution to manage physical and digital resources and library patron accounts. Combines library operational workflows with open architecture and APIs for integration with external systems. Cloud hosted solution with web interface. Supports staff tasks and patron access services. Public Success Bundle includes Core Bundle functionality and adds: eContent Integration, Carousel, Outreach, up to 10 SIP2 Licenses, Community Profiles, Staff-Facing eCommerce, Integration with 3rd Party Vendors & RESTful APIs.			21,271.91
Staff User Licenses	License - Term	18	The Polaris Staff Client is licensed software that allows the end user to access all of the Polaris functionality based on the permissions that are set in System Administration. This includes Circulation, Patron Services, Cataloging, Acquisitions, Serials, Utilities and System Admin. Additional License for additional Staff User License. A separate staff user license is required for each concurrent connection made from a staff client to the Polaris ILS server, including from Polaris Web Application (aka Leap).		283.62546965	5,105.26
Polaris Multi-Tenant Hosting - US/APAC	License - Term	1	Polaris Multi-Tenant Hosting for Production Only or One Test/Training Environment Only.  Polaris Multi-tenant hosting which includes Terminal services, PAC services, Reporting services, Screwdriver services.		9,217.82868...	9,217.83
Polaris Syndetics Unbound	License - Term	1	Polaris Syndetics Unbound		3,049.9992	3,050.00
Polaris Chilifresh Subscription	License - Term	1	ChiliPAC Subscription (ChiliPAC plus Reviews)	Chilifresh Option: ChiliPAC	7,200.00	7,200.00



## Pricing Exhibit

Page 2 of 2

**Date**  
**Quote #**

5/28/2018  
EST-INC7302

Innovative Interfaces, Inc.  
5850 Shellmound Way  
Emeryville CA 94608

Item	Item Category	Qty	Description	Options	Unit Price	Amount

**Total Fees**      US\$45,845.00



**Exhibit B**  
**Innovative Interfaces Incorporated**  
**Subscription License Agreement**  
**General Terms and Conditions**

The parties agree that their contractual relationship with respect to the Software will be governed by the terms and conditions of (1) this Subscription License Agreement General Terms and Conditions ("GTCs"), (2) the applicable Innovative Interfaces Incorporated Subscription License Agreement(s) (each, a "License Agreement"), (3) the Innovative Interfaces Incorporated Maintenance and Support Terms ("Support Terms"), (4) the Innovative Interfaces Incorporated Hosting Terms ("Hosting Terms"), if applicable, and (5) all other applicable exhibits, schedules and terms and conditions referenced by or in the GTCs, License Agreement(s), Support Terms and Hosting Terms. Each License Agreement, together with the terms and conditions of this GTC, Support Terms and Hosting Terms and all applicable exhibits or schedules incorporated by reference or referenced therein will constitute and be construed as a separate agreement. Unless otherwise specified, capitalized terms in these GTCs have the same meaning as those in the License Agreement.

**1. Software License.**

a. Subject to the terms and conditions of this Agreement, including without limitation Client's payment of all of the Fees (defined below) due hereunder, Innovative hereby grants to Client a limited, nonexclusive, non-sub-licensable, nontransferable license to use the components of its software applications, modules, and other products that are listed in the Pricing Exhibit to the License Agreement (collectively, the "Software"). The license granted in the preceding sentence will be for the duration of the term of this Agreement and will automatically expire upon the termination or expiration of this Agreement or as otherwise specified in this Agreement.

b. Client and, where applicable, its Authorized Users (defined below) may use the Software (including any Client Configurations) (i) only for the management of the library and for servicing its patrons (including permitting Authorized Users to search library catalogues), and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. Client will be responsible for its Authorized Users' compliance with the terms hereof. Without limiting the foregoing, Client agrees that it and its Authorized Users will: (i) comply with all applicable laws regarding the transmission of data, including, without limitation, any applicable export control and data protection laws; and (ii) not use the Software for illegal purposes.

c. Subject to Section 11 (Client Configurations), other than Innovative, no one is permitted to copy, modify, reverse engineer, decompile, or disassemble the Software, create derivative works thereof, or separate the Software into its component files. All rights to the Software that are granted to Client in this Agreement are limited to the object code versions of the Software and in no event will Client be deemed to have any right, title or interest in the source code of the Software.

d. The Software may be used by the base number of Client's worldwide employees, third-party auditors, agents and contractors ("Authorized Users") set forth in the Pricing Exhibit to the License Agreement for such Software and such additional Authorized Users as may be hereafter identified to Innovative by Client for which Client pays the additional Fees referred to in Section 4(a) of this Agreement. Each Authorized User license is allocable to a single full-time user of the Software and may be transferred to another user only on a full-time basis. Authorized User license(s) may not be shared on a part time or concurrent user basis.

e. The license granted to Client pursuant to this Agreement will include, at no additional cost, a license to use all new scheduled major releases, service pack releases, and hot fixes of the Software offered generally by Innovative to its clients during the term of this Agreement (collectively, "New Releases"). "New Releases" do not include new or additional modules, applications or other software now or hereafter offered by Innovative, each of which require a separate license and payment of additional license fees. The term "Software" will be deemed to include New Releases. Additional fees at Innovative's then-prevailing professional service rates will apply for implementation of New Releases.

f. Innovative offers support for the Software in accordance with the Support Terms, the terms of which are incorporated by reference herein.

g. The license granted hereunder grants Client the right to use a single production instance (copy) of the Software and up to two (2) additional instances (copies) of the Software for non-production use at no additional charge. All copies of the Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that the copies of the Software are not used in a production environment or as a backup to production. Except to the extent expressly set forth in a License Agreement, this license grant does not provide Client with any rights to hosting services.

2. **Acceptance.** Following the execution of the Agreement by the parties, Innovative will deliver the Software, in its preconfigured, out-of-the box format, to Client (i) via the Internet, if Client has purchased hosting services from Innovative pursuant to the Hosting Terms or (ii) by making it available to Client to download via an FTP site, if Client has not purchased hosting services from Innovative pursuant to the Hosting Terms. Client will be deemed to have accepted the Software upon initial delivery.

### 3. **Ownership.**

a. All Intellectual Property Rights (defined below) in the Software and also including, without limitation, all improvements, enhancements, modifications, Client-specific upgrades, or updates to the Software, developed by either party, solely or jointly (collectively, "Innovative Products"), will remain the exclusive, sole and absolute property of Innovative or the third parties from whom Innovative has obtained the right to use the Innovative Products. Intellectual property created by Innovative pursuant to this Agreement, or any other party at the request or direction of Innovative, will be owned by Innovative. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. Client hereby assigns to Innovative all right, title and interest in any feedback and suggestions it provides to Innovative regarding the Software or other products commercialized by Innovative now or in the future. This Agreement does not convey to the Client any interest in or to the Innovative Products or any associated Intellectual Property Rights, but only a limited right to use the Software to the extent set forth in this Agreement, which right is terminable in accordance with the terms of this Agreement and is otherwise subject to the limitations, restrictions, and requirements contained herein. If Client configures or otherwise modifies the Software using an API licensed hereunder, Client will also have a license to use such configurations or modifications as part of the Software on the terms set forth in Section 1. Rights not expressly granted to the Client are hereby expressly reserved by Innovative.

b. For purpose of this Agreement, as between Innovative and Client, any Intellectual Property Rights in the Innovative Products to the extent owned by any third party will be and remain the exclusive property of such third party. The Software may include third-party software and products, which are described in the documentation and/or Specifications made available to Client by Innovative, and any third-party pass-through terms relating to such third-party software and products are identified therein (or by other mode of disclosure).

c. Except as expressly stated herein, Client will exclusively have and retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that Client enters into the Software or disclosed by Client to Innovative in its performance hereunder ("Client Data"), and, as between Client and Innovative, such Client Data will remain the sole property of Client. Client hereby grants to Innovative a license to use Client Data (i) to process the Client Data pursuant to Client's business requirements, (ii) for maintenance and support of the Software, (iii) to collect and use aggregate, non-identifying and anonymized data, and (iv) for research and development purposes. Client acknowledges and agrees that it will have no rights in any products or services created or sold by Innovative or its affiliates that use any of the Client Data in the manner set forth in (iii) or (iv) of the preceding sentence. To the extent that applicable law requires any permissions or authorizations to have been obtained prior to submission of Client Data to Innovative (including without limitation from individuals to whom the data pertains), Client warrants and covenants that it (and its Authorized Users, as applicable) will have first obtained the same permissions or authorizations prior to transmitting such data to Innovative. Client will defend, indemnify and hold harmless Innovative in the event of any third-party claim arising from a breach of the aforesaid warranty and covenant.

### 4. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving a limited license to use the Software, Client will pay the fees set forth in the Pricing Exhibit to the License Agreement (the "Fees") on the terms set forth therein. Initial invoicing under this Agreement will occur when the Software is made available to Client; subsequent renewal invoices will be sent to

Client prior to the date such payment is due. Invoices for any Renewal Terms may be provided to Client up to 90 days prior to the effective date of such Renewal Term. Client will notify Innovative in writing if Client hereafter requires additional Authorized Users or additional Software modules, and will pay the fees for such additional Authorized Users or additional Software modules in accordance with the terms set forth on the invoice for such fees. The Software may, from time to time, electronically transmit to Innovative reports verifying the type and number of Authorized Users, and Innovative may utilize license keys or other reasonable controls to enforce Authorized User license limitations. Client will cooperate with Innovative in all such efforts.

b. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery and license of the Software, all of which Client will be responsible for and will pay in full, other than taxes based on Innovative's net income. Client will provide Innovative its state issued Direct Pay Exemption Certificate (or equivalent certificate), if applicable, upon execution of this Agreement. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, Client and not Innovative will be solely responsible for payment of such additional taxes and all costs associated with such assessment, including without limitation, interest, penalties and attorney's fees. Additionally, should Client be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Innovative hereunder, then the sum due to Innovative will be increased by the amount necessary to yield to Innovative an amount equal to the sum Innovative would have received had no withholdings or deductions been made.

c. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days of the date of the invoice. All amounts stated herein and all Fees determined hereunder are in U.S. Dollars, unless otherwise required by applicable law.

d. Any invoices not paid when due will accrue interest at the rate of 1% per month or the maximum rate permitted by law, whichever is greater.

## **5. Limited Warranty.**

a. Innovative warrants, solely for the benefit of Client, that:

- i. It has the corporate power and authority to enter into this Agreement and to grant Client the license to the Software hereunder; and
- ii. The Software will conform in all material respects to the applicable technical documentation for the Software provided to Client by Innovative and expressly identified by Innovative as the specifications for the Software (collectively, the "Specifications").

b. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INNOVATIVE AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE OR OTHER DELIVERABLES PROVIDED BY OR ON BEHALF OF INNOVATIVE WILL SATISFY CLIENT'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED OR AVAILABLE ON THE INTERNET, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 5(a), THE SOFTWARE, INCLUDING ALL CONTENT, IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND CLIENT ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF, INCLUDING ALL CONTENT GENERATED THROUGH USE THEREOF.

c. As the exclusive remedy of Client for a breach of the limited warranties set forth in Section 5, for any error or other defect for which Innovative is solely responsible, Innovative will, at its option, either (i) correct or repair the Software, or (ii) accept termination of this Agreement and refund the unused balance of any prepaid Fees for the Software, prorated for the period commencing on the date the error or defect was reported by Client to Innovative and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 5 will apply with respect to any Software that has been damaged or modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended.

6. **LIMITATIONS ON LIABILITY.** IN NO EVENT WILL INNOVATIVE BE LIABLE FOR LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, EVEN IF INNOVATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF THEY WERE OTHERWISE FORESEEABLE. INNOVATIVE'S TOTAL LIABILITY FOR TORT, CONTRACT AND OTHER DAMAGES WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO INNOVATIVE BY CLIENT UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST INNOVATIVE. INNOVATIVE WILL NOT BE LIABLE FOR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY EXCEPT FOR THE INDEMNIFICATION SET FORTH IN SECTION 7. THESE LIMITATIONS OF LIABILITY WILL APPLY TO ALL CLAIMS AGAINST INNOVATIVE IN THE AGGREGATE (NOT PER INCIDENT) AND TOGETHER WITH THE DISCLAIMER OF WARRANTIES ABOVE WILL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

#### 7. **Indemnification.**

a. If a third party files a legal action in a court of competent jurisdiction against Client claiming the Software, as delivered to Client by Innovative, directly infringes such third party's U.S. copyright or U.S. patent, Innovative will defend Client against such legal action, provided that Client promptly notifies Innovative in writing of the legal action and fully cooperates with Innovative in the defense of such legal action. Innovative will also indemnify Client from all damages and out-of-pocket costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction in connection with any such legal action, or agreed to by Innovative in a settlement. Innovative will control all aspects of the defense and conduct the defense and any settlement negotiations in any such third-party legal action. This indemnification is limited to the Software in the form delivered to Client and does not cover claims arising from (x) modifications thereto not made by Innovative, or, even if by Innovative, at the request of Client; (y) use of the Software in combination with other software or items not provided by Innovative, or (z) third party modifications (including addition of source code) to the Software.

b. As the exclusive remedy of Client under the limited indemnity set forth in Section 7.a, if the use of the Software by Client is enjoined, Innovative will, at its sole option: (i) obtain for Client the right to continue to use the Software, (ii) modify the Software to remove the cause of the legal action, (iii) replace the Software at no additional charge to Client with a substantially similar, non-infringing product, which will then be subject to the provisions of this Agreement, or (iv) terminate this Agreement and refund to Client that portion of the Fees allocable to the infringing component of the Software, prorated for the period Client's use of the Software is enjoined. None of the above warranties or remedies will apply with respect to any element of the Software that has been modified by any party other than Innovative, or used in a manner for which the Software is not designed or intended. This Section states Innovative's entire liability and Client's exclusive remedies for infringement of intellectual property rights of any kind.

#### 8. **Confidentiality.**

a. Client acknowledges that all documentation, audit reports, technical information, software, Specifications and other information pertaining to the Software, and/or Innovative's business interests or activities, product pricing, financial information, methods of operation or customers that are disclosed by any party to Client in the course of performing this Agreement are the confidential and proprietary information of Innovative. Innovative acknowledges that Client Data and other proprietary Client materials are the confidential information of Client. The information and materials described in the preceding sentences is referred to herein as "Confidential Information." Notwithstanding the foregoing, the term "Confidential Information" does not include information pertaining to a party if (i) such information is generally known to the public through no improper action or inaction by the other party, (ii) was, through no improper action or inaction by the other party, in the possession of the other party prior to the

Effective Date, or (iii) rightly disclosed to the other party by a third party if such disclosure does not violate the terms of any confidentiality agreement or other restriction by which such third party may be bound.

b. Unless otherwise required by the Client according to the Public Records laws of the State of Washington, all Confidential Information will be held in confidence and may not be copied, used or disclosed other than as set forth in this Agreement. Each party must take all reasonable efforts to protect the confidentiality of and prevent the unauthorized use of any such Confidential Information by any third party within such party's control. Each party may disclose Confidential Information (i) to the receiving party's employees and contractors required to have access to such Confidential Information for the purposes of performing this Agreement or using the Software, provided each party hereto notifies its employees and contractors accessing such Confidential Information of the confidentiality obligations in this Section 8; or (ii) if such disclosure is in response to a valid order of any statute, court or other governmental body ("Order"), in which event, the disclosing party must use reasonable efforts to provide the other party with prior notice of such Order, to the extent legally permitted to do so.

c. Recognizing any improper use or disclosure of any Confidential Information by either party may cause the party whose Confidential Information is improperly used or disclosed irreparable damage for which other remedies may be inadequate, a party whose Confidential Information is improperly used or disclosed will have the right to petition for injunctive or other equitable relief from a court of competent jurisdiction as appropriate to prevent any unauthorized use or disclosure of such Confidential Information.

d. If the parties have previously executed a nondisclosure agreement ("NDA"), any Confidential Information exchanged pursuant to such NDA will remain confidential, and will as of the date of the execution of this Agreement be deemed Confidential Information within the meaning of this Agreement and also be governed by the terms hereof.

#### **9. Term; Termination.**

a. The term of the Agreement is set forth in the License Agreement.

b. If either party hereto fails to perform or comply with any material term or condition of this Agreement, specifically including Client's failure to pay any Fees (such party being the "Breaching Party"), and such failure continues unremedied for 30 (thirty) days after receipt of written notice, the other party may terminate this Agreement. Notwithstanding the foregoing, if the Breaching Party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the Breaching Party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Client may terminate this Agreement at any time during the Initial Term effective as of the date of the next annual anniversary of the Effective Date if Client's budget (funding) is eliminated and Client provides written evidence to Innovative of the elimination of Client's budget (funding), such evidence to be in the form and substance reasonably requested by Innovative.

d. Except for a termination by Client pursuant to Section 9.b., and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and Client will be responsible for all Fees and expenses for the Software provided prior to and as of the date of termination. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligation of the Client to pay Fees and costs in accordance herewith, and the obligations of the parties pursuant to Section 1.c. (Software License), Section 3 (Ownership), Section 4 (Fees; Expenses; Payment Terms), Section 6 (Limitations on Liability), Section 7 (Indemnification), Section 8 (Confidentiality), Sections 9.d. and 9.e. (Termination), Section 11 (Client Configurations) and Section 13 (General). Within 30 (thirty) days of receipt of a written request following a termination of this Agreement, each party must return or destroy all Confidential Information of the other party, as requested in writing by the other party. Notwithstanding the foregoing, a party will not be obligated to destroy data containing Confidential Information of the other party when it would be commercially impracticable for the receiving party to do so (for example, when Confidential Information is contained in e-mail stored on backup tapes or other archival media), but for so long as such receiving party is in possession of such Confidential Information of the other party, the terms of Section 8 (Confidentiality) hereof will continue to restrict the receiving party's use or disclosure of such Confidential

Information. Neither party will be liable to the other for any termination or expiration of this Agreement in accordance with its terms.

e. Following termination of this Agreement, Innovative has no duty whatsoever to deliver to Client any parts of its programming, data model, or any other information regarding which Innovative claims a proprietary or Intellectual Property Right. To the extent that Innovative is requested to perform any services for Client in connection with the termination of this Agreement (including without limitation providing Client with a copy of Client Data in a commercially-standard format to be agreed upon by the Parties), such service will be performed pursuant to a written statement of work under a separate professional services agreement and paid for by Client, applying Innovative's then-current rates for daily/hourly work, as the case may be.

10. **Third Party Software.** The Software may contain third-party and/or "open source" code provided under third-party license agreements. The terms and conditions of such third-party license agreements will apply to such source code in lieu of these terms, where applicable, and Client is responsible for compliance therewith. A listing of certain third-party and/or open source code contained in the Software, the respective license terms applicable to such code, and certain related notices are included in the documentation and/or Specifications made available to Client by Innovative. Except as required for the authorized use of the Software as contemplated herein, Client may not use any name or trademark of any supplier of third party or open source code without such party's prior written authorization.

11. **Client Configurations.** Client will be permitted to use one or more application programming interfaces (APIs) made available by Innovative to configure the Software hereunder in accordance with the Specifications (such configurations or other modifications, "Client Configurations"). Client will not use any other API to modify or configure the Software. No API may be used to create any Client Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by Innovative or that would reasonably be deemed competitive to any software or service developed or marketed by Innovative if the Client Configuration were to be released to the public market. Innovative disclaims all representations and warranties, express or implied, regarding Client Configurations and assumes no liability whatsoever with respect to Client Configurations. Client agrees to indemnify and hold harmless Innovative from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on a claim that any Client Configuration infringes a copyright or a patent, or constitutes an unlawful disclosure, use or misappropriation of another party's trade secrets.

12. **Back-Up Activities.** Except to the extent that Client purchases Innovative's hosting service or back-up services, Client has the sole responsibility for the maintenance and protection of all data input into the Software, including, without limitation, the making, storing and security of back-up and archive copies of such data and the Software (collectively "Back-Up Activities"), and Client acknowledges Innovative will not perform any Back-Up Activities for or on behalf of Client.

13. **General.**

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. Client acknowledges that Innovative is at all times an independent contractor and that Client's relationship with Innovative is not one of principal and agent nor employer and employee. No Innovative personnel will be entitled to participate in any compensation or benefits plan of Client.

c. Force Majeure. Neither party will be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control (a "Force Majeure Event").

d. Notice. Any notice or communication required to be given by either party must be in writing and made by hand delivery, express delivery service, overnight courier, electronic mail, or fax, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the parties at the addresses set forth on the first page of the License Agreement. All communications pursuant to this Section will be deemed

delivered as follows: (a) upon receipt, if delivered personally or by a recognized express delivery or courier service; or (b) when electronically confirmed, if delivered by facsimile.

e. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

f. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

g. Publicity. Except as provided in this Section, neither party will make any press release, public statement or other disclosure regarding the terms of this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, Innovative will have the right to issue public statements pertaining to the existence of the business relationship between Innovative and Client, including the right to limited use of Client's name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement without the other party's consent (i) as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock; or (ii) to an Affiliate of such party provided that any such assignment will not release the assigning party from its obligations under this Agreement.

i. Waiver of Jury Trial; Governing Language. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF. This Agreement and all proceedings hereunder will be conducted in the English language; any translation of this Agreement into another language will be for convenience only but will not modify the meaning hereof. Only a written instrument duly executed by both parties may modify this Agreement.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof, provided that nothing herein will diminish or affect any separate services agreement or statement(s) of work issued thereunder. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and Innovative's responses to such RFPs; questionnaires and responses to same, quotes) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement. In the event of any inconsistencies or conflicts among the GTCs, a License Agreement or any other exhibits or schedules referenced by these GTCs, the following order of priority will control: 1. License Agreement, 2. GTCs and 3. any other terms, agreements, exhibits or schedules included in, or referenced by the Agreement.



To: Mayor Higgins  
City Council

From: Connie Urquhart, Library Director

Date: June 18, 2018

#### STAFF REPORT: UPDATE OF THE LIBRARY'S INTEGRATED LIBRARY SYSTEM PROCUREMENT

The Library's Integrated Library System (ILS) is the "brain" of the Library in that it hosts the information for much of the business that takes place there. There are two portals in the ILS: what the staff sees and what the public sees.

On the staff side there are modules for:

- Cataloging
- Running reports and statistics
- Managing patron records
- Acquisitions.

The patron side, traditionally known as the card catalog, has digital modules for:

- Searching
- Placing items on hold
- Paying fines and managing settings on accounts
- Sharing to social media
- Giving and getting recommendations, etc.

#### BRIEF HISTORY

The ILS currently utilized by the Camas Public Library is the result of an agreement that Fort Vancouver Regional Libraries (FVRL) holds with SirsiDynix (the ILS vendor). Camas Library is considered a contract library of FVRL because FVRL is the subscriber with SirsiDynix. Fort Vancouver also sets the data mapping rules and parameters, and essentially sublets space to Camas within their ILS.

Because Fort Vancouver Regional Libraries and Camas Public Library share a catalog, patrons, and close geographical proximity, an agreement between the two organizations also exists to share materials and allow patrons from either jurisdiction to reserve books and other items from one branch to be picked up at another. For example, a Washougal patron could reserve a Camas book to pick up in Washougal; or, a Camas patron could reserve a Cascade Park book to pick up in Camas. The books are transported from branch to branch courtesy of FVRL's delivery trucks.

In addition to this agreement between Camas and Fort Vancouver, another Interlocal Agreement exists between the two aforementioned organizations, as well as several Portland-area library systems in which



any patron of a participating library automatically has reciprocal borrowing rights at any of the other libraries. There are no deliveries between libraries, but patrons may walk into any of the libraries and receive a library card to that library and receive borrowing privileges. This is called the Metropolitan Interlibrary Exchange, or MIX for short.

In early 2017, Fort Vancouver Regional Libraries notified Camas Public Library that they would be dissolving their agreement that provides Camas Library space in FVRL's ILS; in addition, FVRL would discontinue delivery service to and from Camas Library. Because Camas Library and Fort Vancouver would no longer share a catalog, patrons would not be able to reserve items from one library to be picked up at another between the two organizations; however, the MIX agreement would still stand and any Camas patron could walk into a Fort Vancouver library to check out an item and vice versa.

Together the Camas Public Library and FVRL worked out a timeline for the dissolution of the long-standing agreement, as migrating to a new ILS is a complex process done over several years.

## STEP 1: PREPARATION

The Camas portion of the ILS alone holds roughly half a million records. As such the Camas Library has been preparing for the migration over the past year by eliminating records for inactive patrons and removing books from the collection that are no longer being used.

## STEP 2: VENDOR SELECTION

### *RFP process: proposals and evaluation*

In March, the Library issued a Request for Proposals that asked potential vendors for extensive and complex information on both modules as described above, as well as technical requirements necessary to run it. We received six responses, including the current vendor SirsiDynix. The proposals ranged anywhere from 50 to 250 pages; all the major ILS vendors were represented. Each member on the RFP team read each proposal and filled out score sheets based on criteria such as user experience, technical functionality, compatibility with connected services, etc.

### *RFP process: demos and evaluation*

Based on the proposal scores, the team brought the four highest-scoring vendors forward to the next phase for demos. Again, we evaluated these vendors on various criteria and spoke with other libraries who are customers of each vendor. Team members were selected for the specific skill sets or areas they represented and each had a different stake in choosing the best ILS for Camas Library. After all four demos were finished, the team got together once more to discuss the pros and cons of each vendor. It was clear that one vendor had risen to the top.

### *About Innovative/Polaris*

Innovative's *Polaris* product offers the best customer experience on the market. What sets Camas Library apart from FVRL is that we provide personalized service—and our online service should be no different. The *Polaris* product creates a local community online with our own patrons and brings those people together using what they read and the organizations they belong to connect people on a local level. It does everything in the bullet points above but also a lot more, specifically to create that customized service for our patrons.

### STEP 3: CONTRACTS

To make the successful migration to an independent ILS, there are three contracts necessary.

1. **Subscription license** for Innovative software product *Polaris* (the ILS).

In order to get on the City's fiscal year cycle, this year's contract has been pro-rated for six months until Dec 31, at which time a six-year contract will begin on Jan 1, 2019 through December 31, 2024.

2. **Professional Services Agreement** with Innovative to perform the migration of data from the ILS we currently share with FVRL to the Camas ILS, *Polaris*. This includes training from Innovative.

3. **Professional Service Agreement** for data extraction services from SirsiDynix to Innovative. Cost and vendor are still under negotiation but relative low cost is under the purview of the Library Director.

### SUMMARY

#### 2018

1. SUBSCRIPTION LICENSE (SIX MONTH, PRO-RATED)	\$22,922
2. PROFESSIONAL SERVICES AGREEMENT	\$14,760
3. <u>EXTRACTION SERVICES</u>	<u>LESS THAN \$15,000</u>
TOTAL 2018	\$52,682

#### 2019-2024

SUBSCRIPTION LICENSE	\$45,845 PER YEAR
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**EXHIBIT A –SCOPE OF WORK  
WALLIS ENGINEERING**

**LACAMAS CREEK SEWER PUMP STATION IMPROVEMENTS  
CITY OF CAMAS**

JUNE 2018  
WE#1460A

**PROJECT DESCRIPTION**

The existing Lacamas Creek Pump Station was constructed in 1958 and is located just east of 1642 NE 3rd Avenue in Camas, WA on the west shoreline of Lacamas Creek. The pump station is nearing its design capacity, and many of the components have reached their useful life. The City of Camas has selected the Wallis Engineering team to design and permit a new Lacamas Creek pump station, and a nearby satellite pump station at Baz Park to serve homes and businesses in the NE 3rd Loop area.

Components of the proposed project include inlet and discharge piping to serve each new pump station, demolition of the existing pump station and existing piping across Lacamas Creek, a park restroom facility, and grading of the larger Lacamas Creek Trailhead Park. Environmental permitting includes local Critical Areas and Substantial Development Shorelines, WDFW-HPA, DOE Construction Stormwater with SWPPP, and USACE with NMFS consultation. Work will occur on properties that border Lacamas Creek and the Washougal River, which is an area that has a high potential for pre-European artifacts, and archeological/cultural resources permitting is also included.

The project is being divided into three phases:

- Phase I: 30% design including environmental and archeological permitting.
- Phase II: Land use permitting, easement acquisition, preparation of contract documents, and bidding
- Phase III: Construction services

This contract is for Phase I services only.

**CONTRACT DURATION**

Contract term shall be from the date contract is fully executed until June 30, 2019.

**DESIGN TEAM**

<b>Firm</b>	<b>Role</b>	<b>Task(s)</b>
Wallis Engineering (WE)	Project Management, Pump Station and Pipeline Engineering, Site Engineering	1, 2, 3, 5, 7
Ecological Land Services (ELS)	Environmental Permitting	2, 6
Archaeological Services of Clark County (ASCC)	Cultural/Archaeological Investigations and Permitting	2, 7
GreenWorks (GW)	Park Design, Landscape Architecture	2, 3
R&W Engineering (R&W)	Electrical Engineering	2, 3
Geotechnical Resources Inc. (GRI)	Geotechnical Engineering	5
KC Development (KC)	Surveying	4
MWA Architects (MWA)	Architectural Design	1, 3

<b>Firm</b>	<b>Role</b>	<b>Task(s)</b>
Kramer Gehlen & Associates (KGA)	Structural Design	1, 3
Universal Field Services (UFS)	Easement Acquisition	(future phases)

## **PHASE I: 30% DESIGN INCLUDING ENVIRONMENTAL AND ARCHEOLOGICAL PERMITTING**

### **TASK 1 PROJECT MANAGEMENT**

**1.1 Project Management and Quality Control.** Provide ongoing coordination with all team members and City staff for the duration of the project. Provide technical and financial management to ensure the schedule and budget are met, management of subconsultants, monthly progress reports, and single point of contact for City staff. This task includes:

- Preparation and ongoing monitoring of a project budget and schedule.
- Quality assurance/ quality control (QA/ QC).
- Scope change management.
- Coordinate between tasks and team members.
- Manage quality control review of all work activities and project deliverables.
- Monthly progress reports to be submitted with billings.

**1.2 Project Meetings.** Facilitate project meetings, providing materials, agenda, and minutes as appropriate, and record key discussions and action items. Specific project meetings included in the subtask are:

- A project kick-off meeting to introduce the team players and discuss roles, review scope, schedule, lines of communication, City staff expectations and goals, and confirm that all parties are in agreement prior to proceeding.
- Project team meetings at Wallis' office throughout the project duration at appropriate intervals based upon design activities.
- Project update meetings or conference calls with the client project manager.

#### **Task 1 Assumptions:**

- Up to six (6) project team meetings.
- Up to six (6) project update meetings with client.

#### **Task 1 Deliverables:**

- Project schedule and budget
- Project meeting agendas and minutes
- Monthly progress and status reports
- Monthly invoices
- Updated project schedules

### **TASK 2 CONCEPTUAL DESIGN**

**2.1 Restroom and Pump Station Siting Alternatives.** Wallis Engineering will coordinate with City staff and GreenWorks to develop concept plans for Lacamas Trailhead Park. Items will include the internal pedestrian and vehicular circulation, parking lot layout, restroom location at Lacamas Park, trailhead location including kiosk and trail connections, park amenities including benches, picnic tables, bike racks, landscape plantings and storm water plantings.

- 2.2 Identify the Area of Potential Impact (APE).** Using the siting information from **Task 2.1**, Wallis Engineering will work with ASCC, ELS and GreenWorks to prepare a map showing the Area of Potential Impact (APE). This will be the starting point for the environmental assessments and archaeological investigations.
- 2.3 Parks Board Meeting.** Attend a Parks Board meeting and present the alternative concept plans for Lacamas Creek Trailhead Park.

**Task 2 Assumptions:**

- Up to two site alternatives will be developed for Lacamas Trailhead Park.
- Site evaluation will include an option for a combined pump station/restroom building.

**Task 2 Deliverables:**

- Concept site plans for Lacamas Creek Trailhead Park (up to two).
- Architectural site renderings on boards for presentation at the open house (up to two)
- Map of APE
- Memorandum summarizing critical areas within project vicinity

## **TASK 3 SURVEY AND MAPPING**

- 3.1 Topographic and Boundary Survey.** KC Development will order utility locates, provide detailed mapping of features, and prepare a topographic and boundary survey base map for the project. The survey base map will be updated as necessary to include locations of archeological, wetland, and geotechnical flagging. The topographic and boundary survey will include the following areas:
- Lacamas Trailhead Park
  - Baz Park
  - NE 3<sup>rd</sup> Loop between Baz Park and NE 3<sup>rd</sup> Ave
  - NE 3<sup>rd</sup> Ave between the east side of the Crown Road/3<sup>rd</sup> Loop intersection and the west boundary of Lacamas Trailhead Park
  - The existing pump station site including the access drive, an area approximately 100-feet wide between the existing Lacamas Creek Pump Station and NE 3<sup>rd</sup> Ave, and the alignment of the existing force main and influent pipes between the pump station at 1<sup>st</sup> Ave.
  - E 1<sup>st</sup> Ave/Joy St. along the proposed force main alignment, from NE 3<sup>rd</sup> Ave to NE 2<sup>nd</sup> Ave, approximately 1,550 feet from curb-to-curb.
- 3.2 Base Mapping.** KCD will prepare a complete base map for use in preparing pump station, force main, and park plans. The base map will encompass the surveyed areas noted above. The map will include:
- Existing improvements
  - Contours at 1-foot elevations with active surface in Civil 3D 2016
  - Utilities with inverts for sanitary sewer and storm structures
  - Utility locates will be accomplished via One-Call
  - Utility as-builts will be compiled, compared and resolved with locates
  - All lot and right-of-way corners, including research of existing monuments
  - Right-of-way and centerline locations
  - Location of environmental areas as identified by others
  - Geotechnical boring and piezometer locations
- Site Specific Mapping:**
- Lacamas Creek Trailhead
    - Trees 6" diameter and larger
    - West lot line
    - Trees 6" diameter and larger
  - Existing Pump Station and Access Road

- All lot and easement lines
- Boundary of private property adjacent to pump station site
- Baz Park
  - Trees 6" diameter and larger

**Task 3 Assumptions:**

- Vertical datum will be Clark County.
- Horizontal datum will be Washington South

**Task 3 Deliverables:**

- Base map in AutoCAD Civil 3D and PDF

## **TASK 4 GEOTECHNICAL INVESTIGATION**

**4.1 Soil Borings.** To characterize subsurface soil and groundwater conditions, a total of seven soil borings are planned for this project. The following table summarizes the location and anticipated depth of each of these borings.

<i>Location/Project Feature</i>	<i>Anticipated Depth, ft</i>	<i>Number of Borings</i>
Lacamas Creek Pump Station	45	1
Baz Park Pump Station	35	1
Jacking and Receiving Pit for NE 3 <sup>rd</sup> Avenue Trenchless Crossing	35	1
Gravity Main on NE 3 <sup>rd</sup> Avenue and across Lacamas Creek	20	1
Gravity Main into Baz Park Substation	15	1
Force Main along East 1 <sup>st</sup> Avenue	6	2

The available geotechnical and geological information for the project area indicate that cobble and boulders are present within the planned depths of excavation. Fill is reportedly present at the location of NE 3<sup>rd</sup> Loop and at Baz Park and along the embankment of Lacamas Creek. It has been our experience that hollow-stem auger or mud-rotary drill methods are not able to penetrate into soil that contains appreciable amounts of cobbles and boulders. Accordingly, we propose to complete the explorations using a track-mounted Rotosonic drill rig equipped with 6-in. diameter casing. Rotosonic drilling combines high-frequency vibrations, downward pressure, and relatively slow rotations to advance a dual string of drill pipe which is used to sample and advance the hole. Nearly continuous core samples are collected as the boring is advanced. Photographs of the core samples will be collected at the time of the field exploration program. In addition to the core samples, disturbed split-spoon samples will be obtained from the borings at 5-ft intervals of depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken. The Rotosonic borings will be subcontracted to Holt Services, Inc. who is experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of an experienced geotechnical engineering staff from GRI who will maintain a detailed log of the materials and conditions uncovered during the course of the work. After the completion of drilling and sampling, the boreholes will be decommissioned in accordance with all Washington State

regulations. At the locations where the borings are advanced through the paved right-of-way, the pavement will be patched with quick setting concrete or permanent cold-patch asphalt.

An exploration work plan will be submitted to the City of Camas prior to the completion of the field exploration program. The exploration work plan will include a brief narrative of the work, a figure showing the location of the proposed explorations, and a suggested traffic control plan for borings completed in the paved right-of-way.

A request to the Utility Notification Center will be made at least 48 hours prior to the start of the field exploration program. A private utility locator will also be retained to further evaluate the presence of underground utilities at each of the boring locations.

- 4.2 Vibrating Wire Piezometers.** Vibrating-wire piezometers with data loggers will be installed to measure the depth to groundwater and the seasonal variation. The vibrating-wire piezometers will allow for near-continuous measurement of the groundwater, which will be useful for evaluating the need for construction dewatering. Data from the data loggers will be collected by GRI personnel on a three-month interval for a period of one year after drilling.
- 4.3 Geotechnical Laboratory Testing.** Laboratory testing will be completed for classification purposes and to provide data on the important physical characteristics of the subsoils. The laboratory testing will include standard classification tests, such as natural water content, unit weight determinations, grain size, and Atterberg limits testing.
- 4.4 Geotechnical Engineering Analyses.** Engineering studies and analyses will be completed, resulting in recommendations concerning: (1) earthwork, including cut and fill slopes, wet-weather construction considerations, suitability of on-site soils for use as structural fill, and import fill criteria; (2) trenching conditions and considerations, including temporary shoring and construction dewatering; (3) the trenchless crossing of NE 3rd Avenue; and (4) design criteria for the pump stations and restroom building, including allowable bearing pressures, settlement estimates, lateral earth pressures, buoyant uplift forces, and an assessment of slope stability and set back criteria at the Baz Park site.
- 4.5 Geotechnical Engineering Report.** A draft report will be prepared that discusses the work accomplished and presents of the various tests and office studies. A final report will be prepared within one week after receipt of comments from the design team.

**Task 4 Assumptions:**

- The geotechnical approach is based primarily on the February 20, 2018 *Gray & Osborne's Final Alternatives Evaluation Technical Memorandum*.
- The base of the Lacamas Lake and Baz Park Pump Station are each estimated to be at elevation 17 ft. The trenchless crossing of NE 3rd Avenue will be at about elevation 24 ft. The depth of the new sanitary sewer gravity main along the north side of NE 3rd Avenue and over Lacamas Creek will be less than 15 ft.
- The invert elevation for the new gravity main into the Baz Park Pump Station and for the replacement force mains will be less than 10 ft.
- ASCC will be onsite during drilling to review the samples for archaeological purposes.
- All property access approvals will be coordinated and completed by others.
- It is assumed that petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during the subsurface explorations, drilling will immediately stop until Engineer is notified and next steps are discussed. Cuttings from the borings will be placed in 55-gallon drums and disposed of by the drilling subcontractor.
- City of Camas will obtain the right-of-way permit to complete the borings at the current rate. Consultant will pay the fee.
- Traffic control will consist of an arrow board, traffic cones, and advance warning signs.

#### **Task 4 Deliverables:**

- Exploration work plan
- Draft and Final Geotechnical Reports

### **TASK 5 PRELIMINARY DESIGN**

**5.1 Review and Update Flow and Sizing Recommendations.** Complete review of the flow projections and facility sizing presented in the *Alternatives Evaluation Technical Memorandum*.

- Review pump station service areas and assess status of development prospects in the service areas.
- Review existing flow projections, including the City's General Sewer Plan Amendment and *Alternatives Evaluation Technical Memorandum*.
- Review sizing recommendations for wetwells, pumps, force mains, and gravity sewers.
- Confirm or provide recommend revisions to sizing recommendations for wetwell, pumps, and piping.

**5.2 Surge Analysis.** We will perform a preliminary surge analysis of the pump station and force main systems utilizing commercially available software, with conservative assumptions regarding transient conditions. *This analysis will consist of a power failure pump shutdown scenario under maximum flow conditions to determine the potential surge pressures associated with the pipeline system.* This work will include the following:

- Create a computer model of the pump station and force main system
- Establish initial non-transient hydraulic grade line elevations for pump power failure and start-up analysis under initial and future flow conditions.
- Perform simulations for pump power failure and start-up of the pump station under initial and future flow conditions.
- Review the results of the analysis and provide preliminary recommendations for sizes and locations of air/vacuum facilities, and/or other mitigating measures if necessary for protection from surge conditions.

**5.3 Thirty Percent Design.** Preliminary design and estimate will be completed to approximately 30% completion levels. This will include site plans for pump stations and parks, pump station electrical and mechanical plans, and pipeline plans.

#### **5.3.1 Civil and Site Design**

Preliminary civil and site design will include the following activities.

- Confirm adequacy of topographical and boundary mapping. Evaluate legal, ownership, permitting and zoning constraints. Identify environmentally sensitive areas such as wetlands, flood plains, known hazardous waste areas, etc.
- Coordinate with geotechnical engineer on boring locations; record boring locations on-site drawings.
- Prepare preliminary stormwater calculations.
- Develop preliminary stormwater control concepts (swales, curb, and gutter).
- Meet with City and stormwater control agency to determine permitting requirements.
- Set preliminary finished floor levels for new structures. Establish preliminary finished grades; overall major surfaces, road profiles, etc. Iterate preliminary surfaces and structures to optimize earthwork if necessary.
- Develop preliminary utility plans for the Lacamas Creek Pump Station, Baz Park Pump Station, and Lacamas Trailhead Park.

#### **5.3.2 Pipelines**

Existing utility locations and environmental information will be reviewed, and pipeline alignments will be adjusted to avoid utility conflicts and environmental areas where possible. Topographic considerations and surge analysis will dictate the size and quantity of combined air release/vacuum valves. Preliminary pipeline design will include:

- Preliminary pipeline sizing.



- Pipe materials.
- Vertical and horizontal alignments.

### **5.3.3 Mechanical**

Preliminary mechanical design will include the following:

- Selection and sizing of major equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required for all equipment.
- Prepare equipment list with sizing for major equipment. Coordinate with the City on preferences of equipment manufacturer and processes.
- Prepare preliminary drawings for equipment arrangements.

### **5.3.4 Odor Control**

Preliminary odor control design will include the following:

- Select type of ventilation system to be used in pump station and other structures.
- Determine force main odor control requirements and select odor control facility, coordinating with City on preferences.
- Determine overall potable water requirements for the project. Confirm adequate quantity and pressure can be obtained from the local potable water supply utility.

### **5.3.5 Electrical**

Preliminary design work for electrical will include the following:

- Preliminary sizing of electrical services.
- Preliminary sizing of generators (one for each pump station).
- SCADA communications from pump stations to City's central monitoring site.
- Preliminary contact with Clark Public Utilities (CPU) to discuss electrical services options for pump station. Include discussions of possible dual-service feeders from separate sub-stations for redundant power in lieu of or possibly in addition to local standby generators.
- Prepare narrative for electrical portions of preliminary report, including potential service options.
- A cellular communications link will be used with provisions for a future fiber optic cable connection.

### **5.3.6 Structural**

Schematic design work for structural will include the following:

- Preliminary sizing of foundations.

### **5.3.7 Parks**

GreenWorks will develop site plans for Lacamas Park and Baz Park based on the preferred concept resolved in Task 2. GreenWorks will research and determine the best structure for the restroom and coordinate with MWA Architects on the materials for consistency between the pump station and the restroom at Lacamas Park.

- Site plans showing preliminary location for the circulation, parking lot layout, trailhead, planting areas, park amenities and stormwater facilities.

### **5.3.8 Architectural**

Schematic design work for architectural will include the following:

- Security discussions with City for restroom facility.
- Floor plan, elevations for restroom building (two alternatives).
- Sketch-up of floor plan, elevations for pump stations building (two alternatives for review of style).
- CAD drawings (plans and elevations) for pump station buildings (one for each pump station).

- 5.4 Easement Assessment.** The *Alternatives Evaluation Technical Memorandum* did not anticipate any required property acquisition or easements. However, it appears that there are two properties south of 3rd Avenue that may be affected. We will confirm the easement needs and contact the property owners to ascertain the likelihood of obtaining an easement; if one is required.
- 5.5 Public Meeting #1.** Facilitate and attend a public open house, to be held at a location to be determined. Presentation material would include architectural renderings of the site alternatives developed in Task 2.4. Studies and reports will be available for reference during discussions with interested parties.
- 5.6 Predesign Report and Workshop.** We will summarize the results of subtasks 5.1 through 5.3 in a draft predesign report and submit to the City. A report will be prepared that documents the approach and findings of the preliminary design. The report will be reviewed at a meeting with City staff and will be finalized following the meeting.
- 5.7 Department of Ecology Meeting.** Facilitate and attend a meeting with the Department of Ecology in Olympia to discuss the design report.
- 5.8 City of Camas Pre-Application Conference.** Using 30% design, prepare application material and attend a land use pre-application conference at the City of Camas.

**Task 5 Assumptions:**

- Downstream analysis for the Lacamas Creek Pump Station force main will be limited to reviewing the modeling results from the current General Sewer Plan and confirming whether adequate capacity is available.
- Any required drawing standards will be provided by the City.
- No retaining walls are required.
- Specifications will not be required for the 30% design effort.
- For the public meeting, City will prepare and mail meeting notices and schedule the meeting facilities.

**Task 5 Deliverables:**

- Draft and final design standards memorandum.
- Draft and Final Predesign Report.
- Material/color board for pump station and restroom buildings.
- Memorandum summarizing discussions with property owners.
- Written summary of comments heard during the open house.
- 30% cost estimate.
- 30% design drawings, approximated as follows:
  - Cover Sheet - 1 Sheet
  - General Notes and Legend - 1 Sheet
  - Overall Project/Sheet Location – 1 Sheet
  - Demolition Plan – 3 Sheets
  - Pipeline Plan and Profiles – 3 Sheets
  - Pump Station Design Criteria – 1 Sheet
  - Layout, Grading, Material and Planting Plans for Lacamas Cr. Trailhead Park – 5 Sheets
  - Stormwater Management Plan for Lacamas Trailhead Park – 2 Sheets
  - Stormwater Management Plan for Baz Park Pump Station – 2 Sheets
  - Pump Station Site Plans – 2 Sheets
  - Pump Station Mechanical Plans– 4 Sheets
  - Equipment Shelter Plans – 2 Sheets
  - Restroom Architectural Plan and Elevations – 1 Sheet
  - Pump Station Architectural Plan and Elevations – 2 Sheets
  - Electrical One-Line Diagrams – 2 Sheets
  - Electrical Site Plans – 2 Sheets

- Electrical Layout Plans – 2 Sheets
- Process and Instrumentation Diagrams (P&ID's) – 2 Sheets
- PLC I/O Lists – 2 Sheets

## **TASK 6 ENVIRONMENTAL SERVICES**

- 6.1 Stream and Wetland Field Review.** ELS will complete a stream and wetland field review to facilitate preliminary design. All streams (OHWM) and wetlands will be reviewed and delineated for potential project impacts to Waters of the United States. The Ordinary High Water Marks will be determined to identify the extent of shoreline jurisdiction. For this subtask ELS will:
- Flag the OHWM of streams and limits of associated wetlands beyond the OHWM
  - Conduct office work and field work to complete a functional assessment and categorize wetlands.
- 6.2 City of Camas Permitting Coordination and Critical Areas Report.** A Critical Areas report will be required to address impacted resources (wetlands, critical aquifer recharge areas, frequently flooded areas, geologically hazardous areas, and fish and wildlife habitat conservation areas). Expected permits include a Shoreline Substantial Development Permit and a City Critical Areas Permit. ELS will coordinate with City staff to review the project and discuss concerns or recommendations regarding critical area issues.
- 6.3 Joint Aquatic Resources Permit Application (JARPA) and Clean Water Act (CWA) Coordination.** A JARPA application will be required to initiate the permit processes for impacts to critical areas regulated by the US Army Corps of Engineers, the Washington Department of Fish and Wildlife, and the Washington Department of Ecology. However, there is some uncertainty whether an ACOE Nationwide Permit (NWP) will be required for removing the pipe over Lacamas Creek and the existing pump station, resulting in uncertainty as to the lead agency for archeological permitting. To determine whether a NWP permit will be required, ELS will coordinate with USACE and attend a pre-application meeting to review the project and discuss concerns or recommendations.
- 6.4 Biological Evaluation .** Biological Evaluation will be required for gravity sewer removal over Lacamas Creek and removal of the pump station. ELS will coordinate with the WDFW for work beneath the ordinary high water mark of Lacamas Creek.

### **Task 6 Assumptions:**

- USACE will confirm at the pre-application meeting that a NWP is/is not required.
- Removal of old pipes and pump station will be considered self-mitigation by local, state, and federal agencies.

### **Task 6 Deliverables:**

- Critical Areas Report
- Shorelines Substantial Development Permit
- SEPA checklist
- JARPA for Washington Department of Fish and Wildlife Hydraulic Project Approval Permit
- JARPA and Mitigation Plan for work in the waters of the US
- Biological Evaluation for removal of pipe and pump station in Lacamas Creek

## **TASK 7 CULTURAL AND HISTORICAL RESOURCE ASSESSMENTS**

This task will be performed by ASCC to address Section 106 of the National Historic Preservation Act. ASCC's role is to facilitate the USACE's compliance with Section 106 and the City's compliance with local cultural resource ordinances within the project's Area of Potential Effect (APE), and will include the following tasks.

- 7.1 Consultation and Agency Coordination / APE Delineation.** Early and on-going consultation and coordination between the USACE, the Washington Department of Archaeology and Historic

Preservation (DAHP), project engineers, and the City of Camas will be carried out throughout the life of the project. ASCC will facilitate an initial discussion between the parties in order to establish an appropriate APE.

This task will include the preparation of APE maps and a scoping letter for the USACE to distribute to interested parties justifying the APE. Given the largely subterranean nature of the project, ASCC anticipates that for much of the APE, the only potential effects will be to below-ground resources (i.e. archaeological deposits) rather than above-ground properties (i.e. historic structures).

**7.2 Background Review.** Historic-period maps, such as early USGS quadrangles and General Land Office maps, will be reviewed. Areas where previous archaeological or historic resource studies have been conducted and where archaeological and historic resources have been recorded will be identified and shown on project maps. Previous studies that meet current standards and need no additional fieldwork will be identified. ASCC will contact selected Tribes to assess whether ethnographic sites may be within the project.

**7.3 Site Reconnaissance.** A site reconnaissance of the project will be conducted. Goals for this reconnaissance include identifying areas where there is no need for pedestrian survey or shovel testing, and to verify the coverage of previous field studies.

Since the project alignment will be within or adjacent to road prisms for much of its length, it will be important to determine if there are areas that do not need archaeological study because they are deeply cut or filled. These include:

- Portions of the project where impacts are within roads-especially in road cuts that are well below grade-may need no additional exploration as impacts may occur in geologic layers deposited well before the time people were in the area.
- Determining whether the project-related ground disturbance will be within native soils, have potential for an archaeological site, or will be entirely in fill or bedrock, for example, is likely to reduce the risk of encountering archaeological resources in some areas.

The Site Reconnaissance subtask will include monitoring geo-technical investigations in order to assist in determining the origin of the soils likely to be impacted during project activities and to assess their archaeological potential. This is particularly relevant at the Baz Park locale where it appears that the current ground surface is comprised of imported fill material.

**7.4 Resource Surveys.** After the reconnaissance is done, pedestrian surveys will be conducted, followed by shovel testing of areas where archaeological sites are deemed likely. Archaeological and historic resources will be documented during the survey.

**Archaeological Survey and Shovel Testing.** ASCC will carry out a cultural resources survey in order to inventory and record any archaeological materials within the APE. The specific scale and scope of the investigation will necessarily depend on the results of the background research, agency consultation, and the site reconnaissance effort.

- Outside the boundaries of previously recorded sites, ASCC will survey for subsurface archaeological materials by excavating a series of shovel test probes (STPs) within the areas slated for ground disturbance, screening all excavated soils through 1/8-inch (3-mm) mesh. Given the project's alluvial setting and the potential for deeply buried deposits, ASCC may use a hand auger to excavate below the reach of a shovel in select areas, reaching final depths of up to three meters (10 feet) below ground surface, where possible.
- Areas along roads that are considered likely could be approached by investigating the shoulder areas and considering those areas to be a proxy for the undisturbed area under the road bed; a constraint may be the narrowness of road right of way.

- It may not be feasible to adequately test for buried archaeological resources in some high risk areas, and monitoring may be appropriate for those areas; however, this is not the preferred situation.
- If deeply buried soils with the potential to contain archaeological materials are encountered during the geotechnical testing, ASCC will work with project engineers and interested parties to formulate a plan to safeguard against damage to any potentially significant cultural deposits. This could entail the mechanical stripping of overburden to access those deposits for closer examination, or construction monitoring. The specific scope of this work would depend on the proposed impacts at that location, and the depth and the nature of the deposits.

**Historic Resource Field Inventory.** As previously mentioned, ASCC is anticipating that only a small portion of the APE will require above-ground resource documentation, given the project's largely subterranean nature. However, there may be portions of the APE associated with above-ground elements of the project that will have the potential for indirect effects (i.e. visual) that will require historic resource documentation. In these areas, historic-period buildings and structures – those constructed more than 45 years ago will be inventoried and a preliminary evaluation of significance assessed. At this time, one previously identified resource that is likely to be impacted by the project is the current pump station, which appears to be over 45 years in age.

Other historic resources that are within the APE also will be identified and included in the inventory of historic resources. Historic resources will need to be documented on the DAHP's current inventory forms and the forms appended to the report. A preliminary evaluation will need to be provided as part of the documentation.

**7.5 Cultural Resources Report.** A report will be prepared to meet the survey-level standards of the City's archaeological ordinance, given the strong likelihood of an archaeological site within the APE and to meet SEPA review. The report will document the work performed to the level that will meet the standards for review by the USACE.

The report will provide a project description and information on the environmental and historical/cultural setting of the project, summarize the background review and fieldwork, provide information about areas where additional survey may be needed, and provide an evaluation of resources. A preliminary Finding of Effect will be recommended. Forms for identified archaeological and historic resources will be appended to the report, and maps will note areas where the study has been completed as well as where resources are located and show where additional effort, such as monitoring during construction, may be recommended.

**Task 7 Deliverables:**

- APE maps and scoping letter for USACE to distribute to interested parties, if needed.
- Draft and final cultural resources survey report and associated resource forms.

**Task 7 Assumptions:**

- This scope of work only addresses the survey-level investigation and assumes the project will either avoid or not pose an adverse effect to NRHP-eligible properties.
- Preliminary research shows that portions of the APE overlap two known archaeological sites (45CL10 and 45CL654) along with a number of previous archaeological survey areas (including recent routes for the Camas water line, Washougal River Trail, and STEP sewer transmission main projects). This previous work has revealed a pattern of pre-contact habitation in the project vicinity, particularly in the bottomlands to the south of NE 3<sup>rd</sup> Loop. Boundaries for several sites (including 45CL654) are not fully delineated, and the location of at least one site (45CL9) is somewhat disputed. In short, the project setting is culturally sensitive, and the potential for encountering archaeological deposits is high.

- The existing pipeline crossing Lacamas Creek passes through a previously-recorded archaeological site (45CL10)
- The proposed force main and gravity systems along NE 3<sup>rd</sup> Loop are adjacent to the current boundary of site 45CL654, which has been determined eligible for listing on the NRHP.
- The project's regulatory context regarding cultural resources will be Section 106 of the NHPA and the City of Camas's archaeological ordinance (Chapter 16.31).
- The DAHP database will be a main source of background information.
- ASCC's library will be used to identify reports written prior to the start of the database compilation in the late 1990s.
- The project will be reviewed by the City of Camas.
- The archaeological fieldwork will include a pedestrian survey using transects spaced 33 to 50 feet (10 to 15 meters).
- Up to 40 shovel tests will be excavated at high probability areas, where the surface visibility is inadequate to determine whether an archaeological site is present. The shovel tests will also be used to delineate resource boundaries.
- Shovel tests will be 30 centimeters at the surface and excavated at least 50 centimeters deep, to meet the City of Camas archaeological ordinance. (County standards require 50-centimeter diameter shovel tests.)
- Soils will be screened using 1/8-inch mesh hardware cloth. No artifacts will be collected.
- The study and report will be done to meet the "survey-level" of the City's archaeological ordinance; the report also will be prepared to meet standards of DAHP for a survey, so that it will meet standards of the Corps of Engineers, if needed.
- After review of the draft report and acceptance by the project team and the City, the draft report will be finalized for submittal to the City of Camas for its review under the City's archaeological ordinance and SEPA.
- Copies of the report will be sent to seven Tribes and DAHP via certified mail, to meet the City's ordinance.
- If resources are found that appear to be eligible for listing in the NRHP, and if impacts or adverse effects cannot be avoided, additional study may be needed.
- Archaeological sites that cannot be avoided and that may be significant may need additional testing / evaluation. If the project is being done to meet Section 106, no permit from the DAHP would be needed for evaluation excavations or for mitigation excavation for sites found to be eligible for listing in the NRHP that cannot be avoided. By identifying these resources early in the project design, it may be possible to find avoidance measures. Alternately, non-excavation mitigation measures may be formulated to off-set the impacts to NRHP-eligible sites. These efforts would be carried out through consultation with the USACE, DAHP, project proponents, and interested parties.
- An additional site evaluation or mitigation report would be prepared to present the information from additional phases of work, if this work is needed, it will be carried out under a separate scope of work.

Agreement Exhibit B - Fee Estimate City of Camas - Lacamas Creek Sewer Pump Station Improvements WE #1460A June 2018												
TASK		Wallis	Wallis Expenses	Subconsultants								Total Cost
				ELS	ASCC	GW	R&W	GRI	KC	MWA	KGA	
Task 1	Project Management											
1.1	Project Management and QC	\$19,359.00										\$ 19,359.00
1.2	Project Meetings	\$13,072.80	\$300 (M)	\$ 2,750.00	\$ 2,165.00	\$ 4,073.00	\$ 1,954.00	\$ 2,112.00		\$ 2,222.00		\$ 28,648.80
	TASK 1 SUBTOTAL	\$32,431.80	\$300	\$ 2,750.00	\$ 2,165.00	\$ 4,073.00	\$ 1,954.00	\$ 2,112.00	\$ -	\$ 2,222.00	\$ -	\$ 48,007.80
Task 2	Conceptual Design											
2.1	Restroom and Pump Station Siting Alternatives	\$7,619.20				\$ 5,484.00	\$ 698.00					\$ 13,801.20
2.2	Identify the Area of Potential Impact (APE)	\$2,152.40				\$ 2,486.00						\$ 4,638.40
2.3	Present Concept Designs to Parks Board	\$670.00				\$ 694.00						\$ 1,364.00
	TASK 2 SUBTOTAL	\$10,441.60	\$0	\$ -	\$ -	\$ 8,664.00	\$ 698.00	\$ -	\$ -	\$ -	\$ -	\$ 19,803.60
Task 3	Survey and Mapping											
3.1 & 3.2	Topographic and Boundary Survey, Base Mapping	\$2,223.40							\$ 23,650.00			\$ 25,873.40
	TASK 3 SUBTOTAL	\$2,223.40	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,650.00	\$ -	\$ -	\$ 25,873.40
Task 4	Geotechnical Investigation											
4.1	Soil Borings	\$0.00						\$ 25,229				\$ 25,229.00
4.2	Vibrating Wire Piezometers	\$0.00						\$ 3,856				\$ 3,856.00
4.3	Geotechnical Laboratory Testing	\$0.00						\$ 2,486				\$ 2,486.00
4.4	Geotechnical Engineering Analyses	\$0.00						\$ 7,574				\$ 7,574.00
4.5	Geotechnical Engineering Reporting	\$2,822.40						\$ 9,378				\$ 12,200.40
	TASK 4 SUBTOTAL	\$2,822.40	\$0	\$ -	\$ -	\$ -	\$ -	\$ 48,523.00	\$ -	\$ -	\$ -	\$ 51,345.40
Task 5	Preliminary Design											
5.1	Review and Update Flow and Sizing Recommendations	\$5,948.60										\$ 5,948.60
5.2	Surge Analysis	\$4,297.60	\$1,400 (O)									\$ 5,697.60
5.3	30% Design	\$44,487.60	\$100 (M)			\$ 14,960.00	\$ 15,044.00			\$ 20,783.00	\$ 5,500.00	\$ 100,874.60
	Stormwater Report	\$3,880.20										\$ 3,880.20
5.4	Easement Assessment	\$2,988.40										\$ 2,988.40
5.5	Public meeting #1	\$1,446.00				\$ 5,514.00						\$ 6,960.00
5.6	Predesign Report and Workshop	\$15,567.60	\$100 (P)			\$ 688.00	\$ 2,403.00			\$ 2,085.00		\$ 20,843.60
5.7	Department of Ecology Meeting	\$2,266.40	\$100 (M)									\$ 2,366.40
5.8	Pre-Application Conference	\$2,242.00	\$327 (O)									\$2,569.00
	TASK 5 SUBTOTAL	\$83,124.40	\$2,027	\$ -	\$ -	\$ 21,162.00	\$ 17,447.00	\$ -	\$ -	\$ 22,868.00	\$ 5,500.00	\$ 152,128.40
Task 6	Environmental Services											
6.1	Stream and Wetland Field Review	\$0.00		\$ 4,400.00								\$ 4,400.00
6.2	City of Camas Permitting Coordination and Critical Areas Report	\$1,243.70										\$ 1,243.70
	Critical Areas Permits	\$335.00		\$ 3,300.00								\$ 3,635.00
	Shoreline Substantial Development Permit	\$670.00		\$ 6,600.00								\$ 7,270.00
6.3	Joint Aquatic Resources Permit Application (JARPA) and Clean Water Act (CWA) Coordination	\$502.50										\$ 502.50
	JARPA Permit	\$502.50		\$ 5,500.00								\$ 6,002.50
	ACOE Permit	\$1,340.00		\$ 7,150.00								\$ 8,490.00
6.4	Biological Evaluation	\$167.50		\$ 9,900.00								\$ 10,067.50
	TASK 6 SUBTOTAL	\$4,761.20	\$0	\$ 36,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,611.20
Task 7	Cultural and Historical Resource Assessment											
7.1	Consultation and Agency Coordination / APE Delineation	\$0.00			\$ 2,886.00							\$ 2,886.00
7.2	Background Review	\$0.00			\$ 1,563.00							\$ 1,563.00
7.3	Site Reconnaissance	\$0.00			\$ 1,962.00							\$ 1,962.00
7.4	Resource Surveys	\$0.00			\$ 7,924.00							\$ 7,924.00
7.5	Cultural Resources Report	\$1,411.20		\$ 6,673.00								\$ 8,084.20
	TASK 7 SUBTOTAL	\$1,411.20	\$0	\$ -	\$ 21,008.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,419.20
	GRAND TOTAL	\$137,216.00	\$2,327	\$ 39,600.00	\$ 23,173.00	\$ 33,899.00	\$ 20,099.00	\$ 50,635.00	\$ 23,650.00	\$ 25,090.00	\$ 5,500.00	\$ 361,189.00

FEE SUMMARY			
Staff	Hours	Rate	Fees
SE - Senior Engineer	38	\$ 182.70	\$ 6,942.60
E1- Engineer 1 (PM)	244	\$ 167.50	\$ 40,870.00
E2 - Engineer 2	120	\$ 155.30	\$ 18,636.00
E3 - Engineer 3	0	\$ 133.00	\$ -
E4 - Engineer 4	236	\$ 115.80	\$ 27,328.80
E5- Engineer 5	230	\$ 99.50	\$ 22,885.00
E6 -Engineer 6	0	\$ 89.40	\$ -
Inspector	0	\$ 96.50	\$ -
T1 - Technician 1	168	\$ 101.50	\$ 17,052.00
TW- Technical Writer	4	\$ 93.40	\$ 373.60
C1 - Clerical 1	40	\$ 78.20	\$ 3,128.00
Total Fees from Staff			\$ 137,216.00
Subconsultant			Fees
ELS			\$ 39,600.00
ASCC			\$ 23,173.00
GW			\$ 33,899.00
R&W			\$ 20,099.00
GRI			\$ 50,635.00
KC			\$ 23,650.00
MWA			\$ 25,090.00
KGA			\$ 5,500.00
Total Fees from Subconsultants			\$ 221,646.00
NOTE: Fee includes 10% markup			
Expenses			Cost
Printing (P)			\$ 100.00
Other (O)			\$ 1,727.00
Mileage (M)			\$ 500.00
Total Fees from Expenses			\$ 2,327.00
TOTAL BUDGET			\$ 361,189.00

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Fee Summary.

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF CAMAS, WASHINGTON, GRANTING MCIMETRO ACCESS TRANSMISSION SERVICES CORP., D/B/A VERIZON ACCESS TRANSMISSION SERVICES, A NON-EXCLUSIVE FRANCHISE FOR TEN YEARS, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE AND REPAIR A FIBER OPTIC TELECOMMUNICATIONS SYSTEM, IN, ALONG, UNDER, THROUGH AND BELOW PUBLIC RIGHTS-OF-WAY OF THE CITY OF CAMAS, WASHINGTON

WHEREAS, Verizon, through its wholly owned subsidiary MCImetro Access Transmission Services Corp. d/b/a Verizon Access Transmission Services ("MCImetro") has requested a non-exclusive franchise with the City of Camas ("City") for a period of ten years for the operation of a fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public Right-of-Way; and

WHEREAS, RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchises; and

WHEREAS, MCImetro wishes to construct, operate and maintain a fiber optic telecommunications system within the City Right-of-Way; and

WHEREAS, the City Council finds that it is in the best interests of the health, safety and welfare of residents of the Camas community to enter into a non-exclusive franchise to MCImetro for the operation of a fiber optic telecommunications system within the City Right-of-Way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DO ORDAIN AS FOLLOWS:

**Section I**

**Grant of Franchise**

The Franchise as set forth in the Franchise Agreement attached hereto as Exhibit "A" is hereby granted according to its terms.

**Section II**

This ordinance shall take effect five (5) days after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2018.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney



## **EXHIBIT “A”**

### **FRANCHISE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF FIBER OPTIC FACILITIES IN THE CITY OF CAMAS, WASHINGTON**

#### **Parties:**

**City of Camas**, a Washington Municipal Corporation (“City”) And

**MCImetro Access Transmission Services Corp.** a Delaware Corporation and a wholly owned subsidiary of Verizon Communications Inc., d/b/a Verizon Access Transmission Services (“MCImetro”).

**In consideration of the mutual promises set forth herein, the parties agree as follows:**

#### **Section 1. Definitions**

The following terms contained herein, unless otherwise indicated, shall be defined as follows:

1.1 **MCImetro:** MCImetro Access Transmission Services Corp. a Delaware Corporation and a wholly owned subsidiary of Verizon Communications Inc., d/b/a Verizon Access Transmission Services, and its respective successors and assigns.

1.2 **City:** The City of Camas, a municipal corporation of the State of Washington, specifically including all areas incorporated therein as of the effective date of this ordinance and any other areas later added thereto by annexation or other means.

1.3 **Days:** Calendar days.

1.4 **Facilities:** All of the plant, equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver Telecommunications Services, including but not limited to wires, lines, conduits, cables, communication and signal lines and equipment, fiber optic cable, anchors, vaults, and all attachments, appurtenances, and appliances necessary or incidental to distribution and use of Telecommunications Services and all other facilities associated with the Telecommunications System located in the Right-of-Way, utilized by MCImetro in the operation of activities authorized by this Ordinance. The abandonment by MCImetro of any Facilities as defined herein shall not act to remove the same from this definition.

1.5 **Franchise:** This document and any amendments or modifications hereto.

1.6 **Permitting Authority:** The head of the City department authorized to process and grant permits required to perform work in the City's Right-of-Way, or the head of any agency authorized to perform this function on the City's behalf. Unless otherwise indicated, all references to Permitting Authority shall include the designee of the department or agency head.

1.7 **Person:** An entity or natural person.

1.8 **Public Works Director or Director:** The head of the Public Works department of the City, or in the absence thereof, the acting director, or the designee of either of these individuals.

1.9 Right-of-Way: As used herein shall refer to the surface of and the space along and below any street, road, highway, freeway, bridge, lane, sidewalk, alley, court, boulevard, sidewalk, parkway, drive, utility easement, and/or road Right-of-Way now or hereafter held or administered by the City of Camas.

1.10 Telecommunications Service: The transmission of information by wire, optical cable, or other similar means. For the purpose of this subsection, "information" means knowledge or intelligence represented by and form of writing, signs, signals, pictures, sounds, or any other symbols. For the purpose of this ordinance, Telecommunications Service excludes wireless communications, over-the-air transmission of broadcast television or broadcast radio signals.

1.11 Telecommunications System: The system of conduit, fiber optic cable, and supporting Facilities in the Rights-of-Way associated with MCImetro's provision of Telecommunications Services.

## **Section 2. Franchise Granted.**

2.1 Pursuant to RCW 35A.47.040, the City hereby grants to MCImetro, its heirs, successors, and assigns, subject to the terms and conditions hereinafter set forth, a Franchise for a period of ten (10) years, beginning on the effective date of this Ordinance.

2.2 This Franchise shall grant MCImetro the right, privilege and authority to locate, construct, operate, maintain, replace, acquire, sell, lease, and use a Telecommunications System in the Right-of-Way as approved under City permits issued by the Permitting Authority pursuant to this Franchise and City ordinances.

## **Section 3. Nonexclusive Franchise Grant.**

This Franchise is granted upon the express condition that it shall not in any manner prevent the City from granting other or further franchises in any Right-of-Way. This Franchise shall in no way prevent or prohibit the City from using any Right-of-Way or other public property or affect its jurisdiction over them or any part of them, and the City shall retain the authority to make all necessary changes, relocations, repairs, maintenance, establishment, improvement or dedication of the same as the City may deem appropriate.

## **Section 4. Franchise Subject to Federal, State and Local Law.**

Notwithstanding any provision contrary herein, this Franchise is subject to and shall be governed by all applicable provisions now existing or hereafter amended of federal, State and local laws and regulations.

## **Section 5. No Rights by Implication.**

No rights shall pass to MCImetro by implication. Without limiting the foregoing, by way of example and not limitation, this Franchise shall not include or be a substitute for:

5.1 Any other permit or authorization required for the privilege of transacting and carrying on a business within the City that may be required by the ordinances and laws of the City;

5.2 Any permit, agreement or authorization required by the City for Rights-of-Way users in connection with operations on or in Rights-of-Way or public property; or

5.3 Any permits or agreements for occupying any other property of the City or private entities to which access is not specifically granted by this Franchise.

#### **Section 6. Conveyance of Rights.**

This Franchise is intended to convey limited rights and interests only as to those Rights-of-Way in which the City has an actual interest. It is not a warranty of title or interest in any Rights-of-Way; it does not provide MCImetro with any interest in any particular location within the Rights-of-Way; and it does not confer rights other than as expressly provided in the grant hereof.

#### **Section 7. No Waiver.**

The failure of City on one or more occasions to exercise a right or to require compliance or performance under this Franchise or any other applicable State or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the City nor to excuse MCImetro from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

#### **Section 8. Other Ordinances.**

MCImetro agrees to comply with the terms of any lawful, generally applicable local ordinance, in effect upon adoption of this Franchise or as enacted or modified thereafter. In the event of a conflict between any ordinance and a specific provision of this Franchise, the Franchise shall control, provided however that MCImetro agrees that it is subject to the lawful exercise of the police power of the City.

#### **Section 9. Right-of-Way Vacation.**

If any Right-of-Way or portion thereof used by MCImetro is vacated by the City during the term of this Franchise, the City shall endeavor to specifically reserve the continued use of the Right-of-Way by MCImetro. Unless the City specifically reserves to MCImetro the right to continue the use of vacated Rights-of-Way, MCImetro shall, without delay or expense to the City, remove its facilities from such Right-of-Way and restore, repair or reconstruct the Right-of-Way where such removal has occurred. In the event of failure, neglect or refusal of MCImetro to restore, repair or reconstruct such Right-of-Way after thirty (30) days written notice from the City, the City may do such work or cause it to be done, and the reasonable cost thereof shall be paid by MCImetro within thirty (30) days of receipt of an invoice and documentation.

#### **Section 10. Relocation of Facilities.**

10.1 MCImetro agrees and covenants at no cost to the City, to relocate its Facilities when requested to do so by the City for a public project, provided that, MCImetro shall in all such cases have the privilege, upon approval by the City, to temporarily bypass, in the authorized portion of the same Right-of-Way any Facilities required to be relocated.

10.2 If the City determines that a public project necessitates the relocation of MCImetro's existing Facilities, the City shall:

10.2.1 At least sixty (60) days prior to the commencement of such project, provide MCImetro with written notice of known Facilities requiring such relocation; and

10.2.2 Provide MCImetro with copies of any plans and specifications pertinent to the

requested relocation and a proposed temporary or permanent relocation for MCImetro's Facilities.

10.2.3 After receipt of such notice and such plans and specifications, MCImetro shall complete relocation of its Facilities at no charge or expense to the City at least ten (10) days prior to commencement of the project.

10.3 MCImetro may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation. The City shall evaluate such alternatives and advise MCImetro in writing as soon as practicable if any of the alternatives is suitable to accommodate the work that otherwise necessitates the relocation of the Facilities. If so requested by the City, MCImetro shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by MCImetro as full and fair a consideration as the project schedule will allow. In the event the City ultimately determines that there is no other reasonable alternative, MCImetro shall relocate its Facilities as directed by the City and in accordance with Section 10.2.3 of this Franchise.

10.4 The City will notify MCImetro as soon as practical of any facilities that are not identified during the design of the public project, but are discovered during the course of construction and need to be relocated. MCImetro will work with the City to design and complete a relocation to facilitate the completion of the public project with minimum delay.

10.5 Failure to complete a relocation requested by the City in accordance with Section 10.2 of this Franchise by the date included in the notice provided for thereby may subject MCImetro to liquidated damages as provided in Section 28 of this Franchise.

10.6 The provisions of this Section of this Franchise shall in no manner preclude or restrict MCImetro from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities by any person other than the City, where the improvements to be constructed by said person are not or will not become City-owned, operated or maintained, provided that such arrangements do not unduly delay a City construction project. The provisions of this Franchise are subject to RCW 35.99.060. In the event of a conflict between the provisions of this Franchise and the RCW, the RCW shall control.

10.7 MCImetro recognizes the need for the City to maintain adequate width for installation and maintenance of sanitary sewer, water and storm drainage utilities owned by the City and other public utility providers. Thus, the City reserves the right to maintain clear zones within the public right-of-way for installation and maintenance of said utilities. The clear zones for each Right-of-Way segment shall be noted and conditioned with the issuance of each Right-of-Way permit. If adequate clear zones are unable to be achieved on a particular Right-of-Way, MCImetro shall locate in an alternate Right-of-Way, obtain easements from private property owners, or propose alternate construction methods which maintain and/or enhance the existing clear zones.

## **Section 11. MCImetro's Maps and Records.**

As a condition of this Franchise, and at its sole expense, MCImetro shall provide the City with typicals and as-built plans, maps, and records that show the vertical and horizontal location of its Facilities within the Right-of-Way using a minimum scale of one inch equals one hundred feet (1"=100'), measured from the center line of the Right-of-Way, which maps shall be in hard copy format acceptable to the City and in Geographical Information System (GIS) or other digital electronic format acceptable to the City. If digital route maps are provided, the format of the data for overlaying on the City's GIS mapping system shall utilize ESRI shapefile or Geodatabase for

the file format, NAD\_1983\_StatePlane\_Washington\_South\_FIPS\_4602\_Feet as the horizontal datum, and shall be compatible with or can be imported into Arc GIS Version 9.2 or later. This information shall be provided no later than one hundred eighty (180) days after the effective date of this Ordinance and shall be updated within ten (10) business days of a reasonable request of the City.

## **Section 12. Undergrounding.**

12.1 This Franchise is subject to the undergrounding requirements as may be required or later adopted by the Camas Municipal Code and consistent with applicable federal and Washington State law. MCImetro shall install all of its Facilities underground where all adjacent existing telecommunications and cable facilities are located underground. Any new Facilities to be located above-ground shall be placed on existing utility poles. No new utility poles shall be installed in connection with placement of new above-ground Facilities.

12.2 MCImetro will also share information necessary to facilitate joint-trenching and other undergrounding projects, and will otherwise cooperate with the City and other utility providers to serve the objective to maximize utility undergrounding where possible or as required.

## **Section 13. Service to Public Buildings (intentionally blank)**

## **Section 14. Excavation and Notice of Entry.**

14.1 During any period of relocation or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Right-of-Way so as to minimize interference with the passage of traffic and the use of adjoining property. MCImetro shall at all times post and maintain proper barricades and comply with all applicable safety regulations during such period of construction as required by the ordinances of the City or State law, including RCW 39.04.180, for the construction of trench safety systems.

14.2 Whenever MCImetro excavates in any Right-of-Way for the purpose of installation, construction, repair, maintenance or relocation of its Facilities, it shall apply to the City for a permit to do so in accordance with the ordinances and regulations of the City requiring permits to operate in the Right-of-Way. In no case shall any work commence within any Right-of-Way without a permit. During the progress of the work, MCImetro shall not unnecessarily obstruct the passage or use of the Right-of-Way, and shall provide the City with plans, maps, and information showing the proposed and final location of any Facilities in accordance with Section 11 of this Franchise.

14.3 At least five (5) days prior to construction of Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way for more than a four (4) hour period, MCImetro shall take reasonable steps to inform all apparent owners or occupiers of property within fifty (50) feet of said activities that a construction project will commence. The notice shall include, at a minimum, the dates and nature of the project and a toll-free or local telephone number that the resident may call for further information. A pre-printed door hanger may be used to satisfy MCImetro's obligations under this Section of this Franchise.

14.4 At least twenty-four (24) hours prior to entering Right-of-Way within ten (10) feet of private property to construct Facilities consisting of digging, trenching, cutting, or other activities that may impact the utilization of the Right-of-Way, MCImetro shall post a written notice describing the

nature and location of the work to be performed adjacent to the affected private property as well as the information listed in Section 13.3 of this Franchise. MCImetro shall make a good faith effort to comply with the property owner/resident's preferences, if any, regarding the location or placement of Facilities that protrude above the prior ground surface level, if any, consistent with sound engineering practices.

#### **Section 15. Stop Work.**

On notice from the City that any work is being conducted contrary to the provisions of this Franchise, or in an unsafe or dangerous manner as determined by the City, consistent with applicable law, or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the work may immediately be stopped by the City. The stop work order shall:

- 15.1 Be in writing;
- 15.2 Be given to the Person doing the work and be posted on the work site;
- 15.3 Be sent to MCImetro by email at the address given herein, provided the recipient of such email confirms receipt by reply email, which confirmation shall not include an automatic delivery or read receipt;
- 15.4 Indicate the nature of the alleged violation or unsafe condition; and
- 15.5 Establish conditions under which work may be resumed.

#### **Section 16. Emergency Work, Permit Waiver.**

In the event of any emergency where any Facilities located in the Right-of-Way are broken or damaged, or if MCImetro's construction area for their Facilities is in such a condition as to place the health or safety of any person or property in imminent danger, MCImetro shall immediately take any necessary emergency measures to repair or remove its Facilities without first applying for and obtaining a permit as required by this Franchise. However, this emergency provision shall not relieve MCImetro from later obtaining any necessary permits for the emergency work. MCImetro shall apply for the required permits not later than the next business day following the emergency work.

#### **Section 17. Recovery of Costs.**

MCImetro shall be subject to all permit fees associated with activities undertaken pursuant to this Franchise or other ordinances of the City. If the City incurs any costs and/or expenses for review, inspection or supervision of activities undertaken pursuant to this Franchise or any ordinances relating to a subject for which a permit fee is not established, MCImetro shall pay the City's reasonable costs and reasonable expenses. In addition, MCImetro shall promptly reimburse the City for any costs the City reasonably incurs in responding to any emergency involving MCImetro's Facilities. If the emergency involves the facilities of other utilities operating in the Right-of-Way, then the City will allocate costs among parties involved in good faith. Said costs and expenses shall be paid by MCImetro after submittal by the City of an itemized billing by project of such costs.

#### **Section 18. Dangerous Conditions, Authority for City to Abate.**

- 18.1 Whenever installation, maintenance or excavation of Facilities authorized by this Franchise

causes or contributes to a condition that appears to substantially impair the lateral support of the adjoining Right-of-Way, public or private property, or endangers any person, the City may direct MCImetro, at MCImetro's expense, to take actions to resolve the condition or remove the endangerment. Such directive may include compliance within a prescribed time period.

18.2 In the event MCImetro fails or refuses to promptly take the directed action, or fails to fully comply with such direction, or if emergency conditions exist which require immediate action to prevent injury or damages to persons or property, the City may take such actions as it believes are necessary to protect persons or property and MCImetro shall reimburse the City for all costs incurred.

## **Section 19. Safety.**

19.1 MCImetro, in accordance with applicable federal, State, and local safety rules and regulations shall, at all times, employ ordinary care in the installation, maintenance, and repair of its Facilities utilizing methods and devices commonly accepted in their industry of operation to prevent failures and accidents that are likely to cause damage, injury, or nuisance to persons or property.

19.2 All of MCImetro's Facilities in the Right-of-Way shall be constructed and maintained in a safe and operational condition, in accordance with applicable federal, State, and local safety rules and regulations.

19.3 The City reserves the right to ensure that MCImetro's Facilities are constructed and maintained in a safe condition. If a violation of any applicable safety regulation is found to exist, the City will notify MCImetro in writing of said violation and establish a reasonable time for MCImetro to take the necessary action to correct the violation. If the correction is not made within the established time frame, the City, or its authorized agent, may make the correction. MCImetro shall reimburse the City for all reasonable costs incurred by the City in correcting the violation.

## **Section 20. Authorized Activities.**

This Franchise is solely for the location, construction, installation, ownership, operation, replacement, repair, maintenance, acquisition, sale, lease, and use of the Telecommunications System and associated Facilities for providing Wholesale and Retail Telecommunications Services. MCImetro shall obtain a separate franchise for any operations or services other than these authorized activities.

## **Section 21. Administrative Fee and Utility Tax.**

21.1 Pursuant to RCW 35.21.860, the City is precluded from imposing franchise fees upon a telephone business, as defined in RCW 82.16.010, or a Service Provider for use of the Right-of-Way, as defined in RCW 35.99.010, except a utility tax or actual administrative expenses related to the franchise incurred by the City. MCImetro does hereby warrant that its operations, as authorized under this Franchise, are those of a Service Provider as defined in RCW 35.99.010.

21.2 MCImetro shall be subject to a \$5,000 administrative fee for reimbursement of costs associated with the preparation, processing and approval of this Franchise Agreement, including wages, benefits, overhead expenses, meetings, negotiations and other functions related to the approval. The administrative fee excludes normal permit fees required for work in the Right-of-Way. Payment of the one-time administrative fee is due 30 days after Franchise approval.

21.3 If RCW 35.21.860 is amended to allow collection of a franchise fee, this Franchise Agreement shall be amended to require franchise fee payments.

## **Section 22. Indefeasible Rights of Use.**

22.1 An Indefeasible Right of Use ("IRU") is an interest in MCImetro's Facilities which gives MCImetro's customer the right to use certain Facilities for the purpose of providing Telecommunication Services; an IRU does not provide the customer with any right of physical access to the Facilities to locate, construct, replace, repair or maintain the Facilities, or any right to perform work within the Right-of-Way.

22.2 A lease or grant of an IRU regarding MCImetro's Facilities shall not require that the holder of the lease or IRU to obtain its own franchise or pay any fee to the City, PROVIDED THAT, under such lease or grant of an IRU, MCImetro: (i) retains exclusive ownership of such Facilities, (ii) remains responsible for the location, relocation, construction, replacement, repair and maintenance of the Facilities pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed by this Franchise.

## **Section 23. Indemnification.**

23.1 MCImetro agrees to indemnify, save and hold harmless, and defend the City, its elected officials, officers, authorized agents, boards and employees, acting in official capacity, from and against any liability, damages or claims, costs, expenses, settlements or judgments arising out of, or resulting from the granting of this Franchise or MCImetro's activities, or any casualty or accident to Person or property that occurs as a result of any construction, excavation, operation, maintenance, reconstruction or any other act done pursuant to the terms of this Franchise, provided that the City shall give MCImetro timely written notice of its obligation to indemnify the City. MCImetro shall not indemnify the City for any damages, liability or claims resulting from the City's sole negligence, willful misconduct, or breach of obligation of the City, its officers, authorized agents, employees, attorneys, consultants, or independent contractors for which the City is legally responsible, or for any activity or function conducted by any Person other than MCImetro.

23.2 In the event MCImetro refuses to undertake the defense of any suit or any claim, after the City's request for defense and indemnification has been made pursuant to the indemnification clauses contained herein, and MCImetro's refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of MCImetro, then MCImetro shall pay all of the City's reasonable costs and reasonable expenses for defense of the action, including reasonable attorneys' fees of recovering under this indemnification clause, as well as any judgment against the City.

Should a court of competent jurisdiction or such other tribunal as the parties agree shall decide the matter, determine that this Franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of MCImetro and the City, its officers, employees and agents, MCImetro's liability hereunder shall be only to the extent of MCImetro's negligence. It is further specifically and expressly understood that the indemnification provided in Section 22 of this Franchise constitutes MCImetro's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.



## **Section 24. Insurance.**

24.1 Insurance Term. MCImetro shall procure and maintain for the duration of this Franchise, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on MCImetro's behalf with the issuance of this franchise.

24.2 No Limitation. MCImetro's maintenance of insurance as required by the agreement shall not be construed to limit the liability of MCImetro to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

24.3 Minimum Scope of Insurance. MCImetro shall obtain insurance of the types and coverage described below:

24.3.1 Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Public Entity shall be named as an additional insured under MCImetro's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

24.3.2 Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

24.4 Minimum Amounts of Insurance. MCImetro shall maintain the following insurance limits:

24.4.1 Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

24.4.2 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

24.5 Other Insurance Provision. MCImetro's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any Insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Applicant's insurance and shall not contribute with it.

24.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A-VII.

24.7 Verification of Coverage. MCImetro shall furnish the Public Entity with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of MCImetro before issuance of the Permit.

24.8 Notice of Cancellation. MCImetro shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

24.9 Failure to Maintain Insurance. Failure on the part of MCImetro to maintain the insurance as required shall constitute a material breach of the Franchise Agreement entitling the City to Liquidated Damages under Section 28, below, or such other and further relief provided for herein or by law. Alternatively, the Public Entity may, after giving five business days' notice to MCImetro to correct the breach, immediately terminate the Franchise.

24.10 Public Entity Full Availability of Applicant Limits. If MCImetro maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by MCImetro, irrespective of whether such limits maintained by MCImetro are greater than those required by this Permit or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by MCImetro.

#### **Section 25. Abandonment of MCImetro's Facilities.**

No portion of the Facilities laid, installed, or constructed in the Right-of-Way by MCImetro may be abandoned by MCImetro without the express written consent of the City. Any plan for abandonment or removal of MCImetro's Facilities must be first approved by the Public Works Director, which shall not be unreasonably withheld or delayed, and all necessary permits must be obtained prior to such work.

#### **Section 26. Restoration After Construction.**

26.1 MCImetro shall, after any abandonment approved under Section 25 of this Franchise, or any installation, construction, relocation, maintenance, or repair of Facilities within the Franchise area, restore the Right-of-Way to at least the condition the same was in immediately prior to any such abandonment, installation, construction, relocation, maintenance or repair pursuant to City standards. Whenever MCImetro's construction, maintenance, and repair of the fiber optic require trenching in the improved roadway, MCImetro shall design and install a 0.12-foot depth asphalt pavement overlay over the entire travel lane and turn lanes impacted where MCImetro has cut trenches into the improved roadway. MCImetro agrees to promptly complete all restoration work and to promptly repair any damage caused by such work at its sole cost and expense.

26.2 If MCImetro should fail to leave any portion of the excavation in a condition that meets the City's specifications per the CMC, the City may, on five (5) days' notice to MCImetro, which notice shall not be required in case of an Emergency Situation, cause all work necessary to restore the excavation to a safe condition. MCImetro shall pay to the City the reasonable cost of such work; which shall include, among other things, the City's overhead in obtaining completion of said work (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.3 Any surface or subsurface failure occurring during the term of this Agreement caused by any excavation by MCImetro, normal wear and tear excepted, shall be repaired to the City's specifications, within thirty (30) days, or, upon five (5) days written notice to MCImetro, the City may order all work necessary to restore the damaged area to a safe and acceptable condition and MCImetro shall pay the reasonable costs of such work to the City, including City overhead (provided that in no event shall such overhead exceed 5% of the total costs, fees and expenses of third parties).

26.4 In the event the work includes cutting and patching existing road surfaces resulting in the degradation of the projected lifespan of the roadway, MCImetro shall compensate the City for the

reasonable projected costs resulting from the work, as estimated by the City Engineer or designee.

26.5 MCImetro agrees that if any of its actions under the Franchise materially impair or damage any City property, survey monument, or property owned by a third-party, MCImetro will restore, at its own cost and expense, the impaired or damaged property to the same condition as existed prior to such action. Such repair work shall be performed and completed to the reasonable satisfaction of the Public Works Director.

#### **Section 27. Bond or Letter of Credit.**

Before undertaking any of the work, installation, improvements, construction, repair, relocation or maintenance authorized by this Franchise, MCImetro shall cause to be furnished a bond or Letter of Credit executed by a corporate surety or financial institution authorized to do business in the State of Washington, in a sum to be set and approved by the Director of Public Works, consistent with the provisions of the CMC, as sufficient to ensure performance of MCImetro's obligations under this Franchise. The bond shall be conditioned so that MCImetro shall observe all the covenants, terms and conditions and faithfully perform all of the obligations of this Franchise, and to erect or replace any defective work or materials discovered in the replacement of the City's streets or property within a period of two years from the date of the replacement and acceptance of such repaired streets by the City.

MCImetro may meet the obligations of this Section of this Franchise with one or more bonds acceptable to the City. In the event that a bond issued pursuant to this Section of this Franchise is canceled by the surety, after proper notice and pursuant to the terms of said bond, MCImetro shall, prior to the expiration of said bond, procure a replacement bond which complies with the terms of this Section of this Franchise.

#### **Section 28. Recourse Against Bonds and Other Security.**

So long as the bond is in place, it may be utilized by the City as provided herein for reimbursement of the City by reason of MCImetro's failure to pay the City for actual costs and expenses incurred by the City to make emergency corrections under Section 17 of this Franchise, to correct Franchise violations not corrected by MCImetro after notice, and to compensate the City for monetary remedies or damages reasonably assessed against MCImetro due to material default or violations of the requirements of City ordinances.

28.1 In the event MCImetro has been declared to be in default of a material provision of this Franchise by the City and if MCImetro fails, within thirty (30) days of mailing of the City's default notice, to pay the City any penalties, or monetary amounts, or fails to perform any of the conditions of this Franchise, or fails to begin to perform any condition that may take more than 30 days to complete, the City may thereafter obtain from the bond, after a proper claim is made to the surety, an amount sufficient to compensate the City for its damages. Upon such withdrawal from the bond, the City shall notify MCImetro in writing, by First Class Mail, postage prepaid, of the amount withdrawn and date thereof.

28.2 Thirty (30) days after the City's mailing of notice of the bond forfeiture or withdrawal authorized herein, MCImetro shall deposit such further bond, or other security, as the City may require, which is sufficient to meet the requirements of this franchise.

28.3 The rights reserved to the City with respect to any bond are in addition to all other rights of the City whether reserved by this Ordinance or authorized by law, and no action, proceeding, or exercise of a right with respect to any bond shall constitute an election or waiver of any rights or other remedies the City may have.

## **Section 29. Liquidated Damages.**

29.1 The City and MCImetro recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the City as a result of MCImetro's breach of certain provisions of this Franchise. Accordingly, instead of requiring such proof, the City and MCImetro agree that MCImetro shall pay to the City, the sum set forth below for each day or part thereof that MCImetro shall be in breach of specific provisions of this Franchise. Such amount is agreed to by both parties as a reasonable estimate of the actual damages the City would suffer in the event of MCImetro's breach of such provisions of this Franchise.

29.1.1 Subject to the provision of written notice to MCImetro and a thirty (30) day right to cure period, the City may assess against MCImetro liquidated damages as follows: two hundred dollars (\$200.00) per day for any material breach of the Franchise.

29.1.2 The City shall provide MCImetro a reasonable extension of the thirty (30) day right to cure period described in Section 29.1.1 of this Franchise if MCImetro has commenced work to cure the violation, is diligently and continuously pursuing the cure to completion and requested such an extension, provided that any such cure is completed within one hundred and twenty (120) days from the written notice of default.

29.1.3 If liquidated damages are assessed by the City, MCImetro shall pay any liquidated damages within forty-five (45) days after they are assessed and billed.

29.1.4 In the event MCImetro fails to cure within the specified cure period, or any agreed upon extensions thereof, liquidated damages accrue from the date the City notifies MCImetro that there has been a violation.

29.2 The recovery of amounts under Section 28.1.1 of this Franchise shall not be construed to limit the liability of MCImetro under the Franchise or an excuse for unfaithful performance of any obligation of MCImetro. Similarly, the parties agree imposition of liquidated damages are not intended to be punitive, but rather, for City cost recovery purposes.

## **Section 30. Remedies to Enforce Compliance.**

In addition to any other remedy provided herein, the City and MCImetro each reserve the right to pursue any remedy to compel the other to comply with the terms of this Franchise, and the pursuit of any right or remedy by a party shall not prevent such party from thereafter declaring a breach or revocation of the Franchise.

## **Section 31. Modification.**

The City and MCImetro hereby reserve the right to alter, amend or modify the terms and conditions of this Franchise upon written agreement of both parties to such amendment. City agreement shall be binding only upon City Council approval of any substantive alteration, amendment or modification of this Agreement.

## **Section 32. Force Majeure.**

This Franchise shall not be revoked, nor shall MCImetro be liable for damages, due to any act or omission that would otherwise constitute a violation or breach that occurs without fault of MCImetro or occurs as a result of circumstances beyond MCImetro's reasonable control. Provided,

however, MCImetro acts diligently to correct any such act or omission.

**Section 33. City Ordinances and Regulations.**

Nothing herein shall be deemed to direct or restrict the City's ability to adopt and enforce all necessary and appropriate lawful ordinances regulating the performance of the conditions of this Franchise, including any reasonable lawful ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to control, by appropriate lawful regulations, the location, elevation, and manner of construction and maintenance of any fiber optic cable or of other Facilities by MCImetro. MCImetro shall promptly conform to all such regulations, unless compliance would cause MCImetro to violate other requirements of law.

**Section 34. Acceptance/Liaison.**

MCImetro's written acceptance shall include the identification of an official liaison who will act as the City's contact for all issues regarding this Franchise. MCImetro shall notify the City of any change in the identity of its liaison. MCImetro shall accept this Franchise in the manner hereinafter provided in Section 43 of this Franchise.

**Section 35. Survival.**

All of the provisions, conditions and requirements of Sections 10, Relocation of Facilities; 13, Excavation And Notice Of Entry; 17, Dangerous Conditions; 22, Indemnification; 24, Abandonment of MCImetro's Facilities; and 25, Restoration After Construction, of this Franchise shall be in addition to any and all other obligations and liabilities MCImetro may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to MCImetro and any renewals or extensions thereof. All of the provisions, conditions, regulations and requirements contained in this Franchise Ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of the parties and all privileges, as well as all obligations and liabilities of each party shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever such party is named herein.

**Section 36. Severability.**

If any section, sentence, clause or phrase of this Franchise Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise Ordinance. In the event that any of the provisions of this Franchise Ordinance or of this Franchise are held to be invalid by a court of competent jurisdiction, the City reserves the right to reconsider the grant of this Franchise and may amend, repeal, add, replace or modify any other provision of this Franchise Ordinance or of the Franchise granted herein, or may terminate this Franchise.

**Section 37. WUTC Tariff Filings, Notice Thereof.**

If MCImetro intends to file, pursuant to RCW Chapter 80.28, with the Washington Utilities and Transportation Commission (WUTC), or its successor, any tariff affecting the City's rights arising under this Franchise, MCImetro shall provide the City with fourteen (14) days prior written notice.

**Section 38. Binding Acceptance.**

This Franchise shall bind and benefit the parties hereto and their respective successors and assigns.

**Section 39. Assignment.**

This Franchise shall not be sold, transferred, assigned, or disposed of in whole or in part either by sale or otherwise, without the written approval of the City. The City's approval shall not be unreasonably withheld or delayed. Any reasonable costs associated with the City's review of any transfer proposed by MCImetro shall be reimbursed to the City by the new prospective Franchisee, if the City approves the transfer, or by MCImetro if said transfer is not approved by the City.

39.1 The City shall receive notice and approve any proposed change in control of MCImetro or assignment of this Franchise to a subsidiary or affiliate of MCImetro, which causes a change in control of the Franchisee. The City shall be notified but need not approve changes or assignments that do not result in a change in control of the Franchisee. Neither approval nor notification shall be required for mortgaging purposes.

39.2 A change in control shall be deemed to occur if there is an actual change in control or where ownership of fifty percent (50%) or more of the beneficial interests, singly or collectively, are obtained by other parties. The word "control" as used herein is not limited to majority stock ownership only, but includes actual working control in whatever manner exercised or changes in business form that act to materially reduce the resources available to MCImetro to perform its obligations under the Franchise granted herein.

39.3 A lease or grant of an Indefeasible Right of Use ("IRU") in the Telecommunications System, the associated Facilities, or any portion thereof, to another Person, or an offer or provision of capacity or bandwidth from the Telecommunications System or associated Facilities shall not be considered an assignment for purposes of this Section of this Franchise, PROVIDED THAT, under such lease, IRU, or offer, MCImetro: (i) retains ownership over the Tele-communications System, (ii) remains responsible for the location, construction, replacement, repair and maintenance of the Telecommunications System pursuant to the terms and conditions of this Franchise, and (iii) remains responsible for all other obligations imposed hereunder.

**Section 40. Alternate Dispute Resolution.**

If the City and MCImetro are unable to resolve disputes arising from the terms of the Franchise granted herein, prior to resorting to a court of competent jurisdiction, the parties shall submit the dispute to an alternate dispute resolution process in Clark County agreed to by the parties. Unless otherwise agreed between the parties or determined herein, the cost of that process shall be shared equally.

**Section 41. Venue.**

If alternate dispute resolution is not successful, the venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

**Section 42. Entire Agreement.**

This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution and acceptance hereof.

**Section 43. Notice.**

Any notice or information required or permitted to be given to the City or to MCImetro under this Franchise may be sent to the following addresses unless otherwise specified:

If to the City, the notice shall be sent to:

City of Camas  
City Administrator  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

If to MCImetro, the notice shall be sent to:

MCIMETRO ACCESS TRANSMISSION SERVICES CORP.  
D/B/A VERIZON ACCESS TRANSMISSION SERVICES  
Attn: Franchise Manager  
600 Hidden Ridge  
Mailcode: HQE02E88  
Irving, TX 75038

with an additional copy (except for invoices) to:

Verizon Business Services  
1320 N. Courthouse Road, Suite 900  
Arlington, VA USA 22201  
Attn: General Counsel, Network & Technology

Either party can alter their official address for notifications provided in this Section of this Franchise by providing the other party written notice thereof.

**Section 44. Directions to City Clerk.**

The City Clerk is hereby directed to publish this Ordinance in full and forward certified copies of this ordinance to MCImetro. MCImetro shall have thirty (30) days from receipt of the certified copy of this ordinance to execute this Franchise Agreement. If MCImetro fails to execute this Franchise in accordance with the above provisions, this Franchise shall be null and void.

**Section 45. Publication Costs.**

MCImetro shall reimburse the City for the cost of publishing this Franchise ordinance within thirty (30) Days of receipt of the City's invoice.

**Section 46. Effective Date.**

This ordinance shall take effect and be in full force five (5) Days after the date of publication.

**Signed by the duly authorized representative of the parties as set forth below:**

**MCImetro**

MCImetro Access Transmission Services Corp.  
d/b/a/ Verizon Access Transmission Services,  
a Delaware Corporation

**City**

City of Camas  
a Washington Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ by Scott Higgins, Mayor

PASSED BY THE CITY COUNCIL ON \_\_\_\_\_, 2018.

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE amending Chapter 12.32.090 – Camping of the  
Camas Municipal Code.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Chapter 12.32.090 – Camping of the Camas Municipal Code is amended to provide as  
follows:

12.32.090. It is unlawful to camp in any public park or public open  
space except in such areas as may be provided and designated for  
such purposes by the city.

Section II

This ordinance shall take force and be in effect five (5) days from and after its publication  
according to law.

PASSED by the Council and APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_,  
2018.

SIGNED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
Clerk

APPROVED as to form:

\_\_\_\_\_  
City Attorney

12.32.090 - Camping.

| It is unlawful to camp in any public park or public open space except in such areas as may be provided and designated for such purposes by the city.

(Ord. 1780 § 9, 1991)