



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. 102383

ERP Project Management Consulting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

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

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

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

Notices to Consultant shall be sent to the following address:

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

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

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

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

DATED this _____ day of _____, 2022.

CITY OF CAMAS:

CONSULTANT: Right! Systems, Inc.
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

EXHIBIT “A” SCOPE OF SERVICES

PROJECT SCOPE

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

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

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

EXHIBIT “B” COSTS FOR SCOPE OF SERVICES

PROJECT PRICING

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

This project is being performed on a Fixed-Price Basis

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

Invoicing will be monthly at the rates listed.

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

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

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

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

TRAVEL AND EXPENSE

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

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

**EXHIBIT “C”
CONSULTANT BILLING RATES**

This project is being performed on a Fixed-Price Basis

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

Invoicing will be monthly at the rates listed.

EXHIBIT “D”
TITLE VI ASSURANCES

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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

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

**EXHIBIT “E”
STATEMENT OF WORK**



INTRODUCTION

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

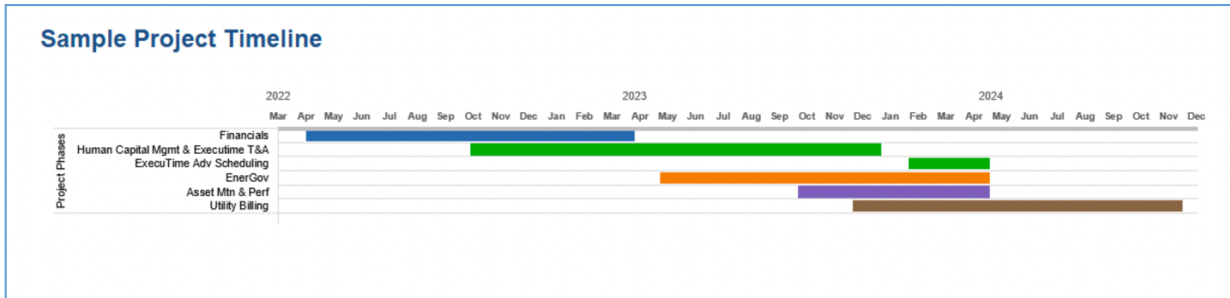
STATEMENT OF WORK TEAM

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

PROJECT OBJECTIVE AND APPROACH

RSI’s statement of work accomplishes the following objectives:

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



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

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

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

PROJECT SCOPE

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

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

DELIVERABLES

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

CUSTOMER REQUIREMENTS

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

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

OUT OF SCOPE ITEMS

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

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

ASSUMPTIONS

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

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

CHANGE MANAGEMENT PROCESS

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

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

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

PROJECT TEAM

Senior Project Manager

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

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

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

PROJECT PRICING

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

This project is being performed on a Fixed-Price Basis

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

Invoicing will be monthly at the rates listed.

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

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

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

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

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

TRAVEL AND EXPENSE

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

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

TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

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

II. WARRANTIES

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

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

III. INVOICING AND PAYMENT

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

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

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

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

IV. NO HIRE

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

V. CONFIDENTIAL INFORMATION

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

VI. LICENSE AND PROPRIETARY RIGHTS

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

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

VII. **INDEMNIFICATION**

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

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

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

VIII. **LIMITATION OF LIABILITY**

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, City of Camas data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages.

Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Camas for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Camas under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX. **TERMINATION AND RENEWAL**

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

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

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

X. **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

CUSTOMER PO: _____

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

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

Right! Systems Inc.

City of Camas

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date