



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

PROJECT NO. TBD

Citywide Sports Field Assessment

THIS AGREEMENT is entered into between the City of Camas, a municipal corporation, hereinafter referred to as "the City", and MacKay Sposito, 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 Citywide Sports Field Assessment.
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 31, 2024, 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 \$144,965.00 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. Billing rates as identified in Exhibit "C".
 - b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment, and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant hereinafter “Work Product” 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. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney’s fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.

All work product which may be produced or modified by the Consultant while performing the Services shall belong to the City, upon full payment of all monies owed to the Consultant under this agreement. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Consultant shall deliver all copies of any such work product remaining in the possession of the Consultant to the City.

6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state and local laws, ordinances, and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent 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 and employees, the Consultant’s liability, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent Consultants 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 bona fide 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 bona fide 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 Consultant agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Consultant agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the City; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.
- a. The Consultant, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense

in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Consultant is unable to certify to any of the statements in this contract, the Consultant shall attach an explanation to this contract.
 - c. The Consultant agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City.
 - d. The Consultant 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 Consultant 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 Consultant is unable to certify to any of the statements in this contract, such Consultant shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Consultant represents and warrants that the Consultant 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. Consultant 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 Consultant 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 Consultant's ability to perform the Services. Consultant agrees to resolve any such conflicts of interest in favor of the City. Consultant confirms that Consultant 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 Consultant's selection, negotiation, drafting, signing, administration, or evaluating the Consultant's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Trang Lam
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7037
EMAIL: Tlam@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Juanita Rogers
MacKay Sposito
18405 SE Mill Plain Boulevard, Suite 100
Vancouver, WA 98683
PH: 360-695-3411
EMAIL: jrogers@mackaysposito.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 hereof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. If requested in writing by either the City or the Consultant, the City and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgement 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 counterparts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 20__.

CITY OF CAMAS:

MacKay Sposito:
Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

EXHIBIT "A"
SCOPE OF SERVICES

January 12, 2024

Camas Parks & Recreation Department
Attn: Trang Lam
227 NE Lake Road
Camas, WA 98607

Re: Camas Citywide Sports Field Plan and RCO Support - Scope of Work

Dear Trang:

On behalf of the MacKay Sposito team, I thank the City of Camas for this opportunity to provide the following scope and fee for professional services for developing a Citywide Sports Field Assessment Plan and RCO Grant support. For this effort, we have added Erik Sweet, PLA from Second Nature to our team as a subconsultant to provide support in athletic field design and synthetic turf expertise. Together our team brings a deep understanding of facility needs, construction, and management of athletic facilities.

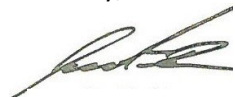
The attached scope of services (Exhibit A) and fees (Exhibit B) identify the scope of work and the associated costs for each task based on anticipated services outlined in the RFQ requirements and the sports court assessment we discussed in our recent scoping meeting. Once you have had an opportunity to review the following proposal, we would like to schedule a review meeting to discuss this proposal to ensure the scope of work aligns with the City's expectations.

Please note the following revisions have been made from the original scope and fee:

- Forest Home Park concept planning will occur under separate contract to support a RCO grant application. Fees under this scope have been reduced to reflect this separate effort.
- Assessment of use capacity and best practices for O&M programming for Forest Home Park will be included under this citywide assessment.
- The Citywide Sports Field Plan will build upon the Forest Home Park Conceptual Master plan and will incorporate recommendations for improvements into this planning document.
- Rates have been updated to reflect 2024.
- RCO Grant Support for Forest Home Park for the Community Outdoor Athletic Facilities (COAF) grant through the Recreation Conservation Office (RCO) grant application.

Again, we appreciate the opportunity to provide this proposal for your consideration. We are very excited to work with you and look forward to developing this plan to help the city assess and improve athletic facilities for the community of Camas. Please do not hesitate to contact me with any questions.

Sincerely,



Juanita Rogers, PLA
Landscape Architecture Manager
360.721.6394

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Introduction

GENERAL PROJECT DESCRIPTION/BACKGROUND

The Citywide Sports Field Plan (Plan) is an assessment of the athletic field's capacity and conditions, which include the nine existing city sites with athletic sports fields and courts within the city limits of Camas. Capacity assessment will also include a demand analysis of East County to better understand opportunities for partnerships amongst various jurisdictions to phase in additional capacity. The Plan will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost effectively. The Plan will complete field and court evaluations, assess use capacity, research best practices for service levels, and help identify best practices for the operations and maintenance (O&M) program. The goal is to develop strategies and recommendation plans to optimize existing fields and court use while providing a phased approach to adding capacity.

The consultant team and the City team will meet with stakeholders to quantify current field and court use, identify if there are system gaps, and explore opportunities to continue to build strong partnerships. This effort will include discussions with sports leagues to help support general maintenance and capital improvements. This process will also explore partnership agreements with school districts and other local jurisdictions to use existing fields and courts or interim use of other lands to increase capacity for sports users.

System-wide demand analysis in East County includes the following areas:

- Camas School District
- Washougal School District
- Clark County
- City of Washougal
- City of Vancouver (eastside adjacent to Camas)

The city's existing sports field and court locations include the following nine sites:

- Forest Home Park
- Crown Park
- Prune Hill Sports Park
- Dorothy Fox Field
- Fallen Leaf Park
- Louis Bloch Park
- Goot Park
- Grass Valley Park
- Oak Park

Anticipated stakeholders include:

- Camas Little League
- East County Little League
- Babe Ruth Baseball
- Soccer user group
- Lacrosse user group
- Pickleball/Tennis user groups
- Clark County/Harmony Sports Association

- City of Washougal
- Camas School District
- Clark County Youth Football (CCYF)
- Rugby user group

The city and consultant will identify the final selection of stakeholders at the project's startup phase. Anticipate up to (6) six individual stakeholder and/or small user group meetings.

The RCO grant manual for the COAF grant is anticipated to be published in mid-January 2024 and exact requirements for this new grant is unknown. For scoping purposes, MSi assumed similar grant requirements as for the Washington Wildlife and Recreation Program (WWRP). If there are significant differences with this new grant application, MSi and the City will need to review the Scope and Fee to make sure they are aligned with the grant requirements.

Key target dates for COAF grant application are:

- Pre-Application Due: February 27, 2024.
- Final Application Due: June 20, 2024.
- Technical Completion Deadline: August 15, 2024.
- Project Evaluation: Sept. 3-30, 2024.

Assessment and concept planning for Forest Home Park has been scoped under a separate contract to advance ahead of the Citywide Assessment and help prepare necessary documents to support the anticipated RCO grant application.

GENERAL PROJECT ASSUMPTIONS:

The following are assumed to be included as part of the project:

- Condition Assessment and Recommendations, by priority of improvements
- ADA Compliance Review
- Data Collection for Asset Management
- Recommendations for Future Growth Needs - Level of Service
- System-wide demand analysis in east county
- Stakeholder and Community Engagement
- Strategies and Phased Approach for Improvements
- Cost Model and User Fee Structure
- Operations and Maintenance Needs Assessment and Recommendations
- Rough Order of Magnitude (ROM) Cost Estimates
- Forest Home Park RCO Grant Support

The following elements are “optional” tasks in the project and additional scoping would be required to include:

- Two additional individual stakeholders and/or small user group meetings as needed.
- Development of Conceptual Plans for recommendations.

The following elements are not included in the project scope:

- Site Assessments for non-city sports fields and courts.
- Conceptual plans and ROM costs for athletic facilities outside of the nine city sites.

Scope of Work

(Exhibit "A")**City of Camas Parks and Recreation Department
Citywide Sports Field Plan and RCO Grant Support****1.0 PROJECT MANAGEMENT**

The Project Manager will coordinate the Consultant's team, organize project resources, and monitor and control budget and progress. We anticipate the project's duration to be (8) months from contract approval and Notice to Proceed.

1.1 PROJECT ADMINISTRATION

- Maintain the project schedule as a Gantt chart accessible using Smartsheet, containing task descriptions, start and end dates, completion milestones, and predecessors for each task. Critical path tasks will be identified. The schedule will conform to contract milestones.

Assumptions: *The City's Internal Team will commit to an agreed-upon milestone schedule.*

Deliverable: *Project schedule, (2) updates.*

1.2 PROJECT STATUS REPORTS

- Prepare and submit monthly status reports along with invoices. Project status reports will be compared by task, budget status, and progress, including percent completion, and estimate at complete. In addition, status reports shall summarize specific progress, decisions required by the Owner, potential budget or schedule impacts, descriptions of any work required for successful project completion, and any tasks that MSi believes are outside of its agreed-upon scope of services, and other information deemed to be important to project completion.

Assumptions: *Assume an 8-month project timeline.*

Deliverable: *Monthly Status Report (8) total.*

1.3 INVOICING

- Prepare and submit monthly invoices consistent with the work completed.

Assumption: *Invoicing shall be by Task described in this Scope of Work. Invoices will indicate, by Task, total budget, amount previously billed, current billing amount, total amount billed to date, and budget remaining. Invoice attachments shall include personnel names, personnel classifications, billing rates, hours, and direct charges.*

Deliverables: *Monthly Invoices (8) total*

1.4 PROJECT COORDINATION MEETINGS

- Project check-in with MSi and the City Project Manager (Juanita & Trang) will occur bi-weekly by phone.
 - PM check-in - up to 16 meetings, 30 mins each, by phone.
- Schedule and lead recurring project coordination meetings with the consultant team and the City.
 - Recurring coordination meetings - monthly, up to 8 meetings, 1 hour each, virtual.

Deliverables: *Meeting agenda, meeting minutes, and task assignments*

1.5 KICK-OFF MEETING

- Attend a 1.5-hour virtual kick-off meeting with all City departments who will be involved and reviewing the project. This meeting intends to review the project and get input early on from each department. We will also use this meeting to identify key stakeholders.

Assumptions: *The city will provide all contact information and be involved in establishing roles and responsibilities of the Internal Planning Committee (IPC) involved.*

Deliverables: *Meeting agenda, meeting minutes/notes, and task assignments.*

2.0 COMMUNITY ENGAGEMENT

The MSi team will collect and review existing public input collected during the recently adopted PROS plan and other relevant city projects. A Public Participation Plan (PPP) will be created to augment community engagement specific to the needs of this scope and focus. Broader community outreach and stakeholder engagement will have a feedback loop at draft recommendations with at least two touch points.

2.1 BROADER COMMUNITY OUTREACH

- Help prepare for and attend (presentation support as needed) up to two public meetings.
- Develop project materials to promote community outreach, such as postcard mailers, community tabling, surveys, and social media as identified in the PPP.
- Provide presentation materials in PowerPoint, infographics, plans, and cost estimates for the City's use in meetings and distribution to the public.

Assumptions: *The city will distribute meeting notices and arrange any physical or virtual meeting venues and provide up to 44 hours of support.*

Deliverables:

- *Attend and present at (2) two public meetings.*
- *PowerPoint presentations including talking points for the City's use.*
- *Promotion materials for outreach – Items outlined above for the City's use and distribution.*

2.2 STAKEHOLDER MEETINGS

- Develop survey materials to support stakeholder engagement.
- Conduct individual key stakeholder and small user group meetings (up to 6). Meetings will gather information from key stakeholders and will be vetted with the City.
- Meeting agenda and meeting minutes.

Assumptions:

- *The City will contact stakeholders, coordinate schedules, and identify a location for the meeting.*
- *The City will identify stakeholders at the startup phase of the project.*
- *Stakeholder/user group meetings will be up to 1.5 hours each. For scoping purposes, we will assume half will be in-person, and half will be virtual.*
- *Sports leagues and clubs will provide field use numbers based on registration, use hours, and type of play.*
- *Provide up to 42 hours of support.*

Deliverables:

- *Memo of stakeholder engagement.*
- *Summary of sports league and club's current use.*

2.3 INTERNAL PLANNING COMMITTEE (IPC) MEETING

- Workshop with the City's Internal Planning Committee (IPC), including parks, planning, land management, athletic programming, and O&M staff for city input.

Assumptions: *There will be at least two touch points, once at draft recommendations and again at final.*

Deliverables: *Agenda and meeting minutes.*

2.4 PARK BOARD AND COUNCIL UPDATES

- Parks Commission and Council presentations. Attend and provide presentation support for up to (4) four meetings.
- Provide PowerPoint presentation materials and narratives in the form of infographics, plans, and cost estimates.

Assumptions:

- *Anticipate two meetings each - draft and final recommendations.*
- *MSi will develop materials and attend meetings to support the City presentations as needed.*
- *Provide up to 28 hours of support.*

Deliverables:

- *Attend and present at (4) four park board and Council meetings.*
- *PowerPoint presentations including talking points for the City's use.*

3.0 DATA GATHERING AND CONDITION ASSESSMENT

3.1 EXISTING DOCUMENT REVIEW AND SITE VISITS

- Gather and combine relevant information from various plans, reports, studies, and other relevant documents for desktop review, including available GIS data.

3.2 SITE VISITS AND ASSESSMENT SUMMARY

- Site visits to conduct physical site assessment visits documenting data such as safety and risk, field orientation, site drainage, amenities, program type, and capacity, ADA accessibility and compliance, parking and access, overall field condition, and level of service provided with each of the existing fields.
- Identify potential needs for improvement, enhancement, or renovation, along with opportunities to improve operations and maintenance (O&M) to be reviewed and prioritized with the City.

3.3 COST MODEL AND USER FEE STRUCTURE

- Assess and rate conditions of amenities and identify existing deficiencies based on the agreed-upon desired level of service standards established.

3.4 DEMAND ANALYSIS SUMMARY

- Prepare a demand analysis to identify sports programs underserved by the current field availability.
- Research and compare levels of service and O&M practices used by other regional cities to help inform recommendations.

Assumptions:

- *Anticipate a 2 1/2-hour site visit per site to collect data.*
- *Only one site visit will be conducted per site. If site conditions are dry during the visit, the consultant team will rely on input from maintenance and user groups to identify drainage challenges and issues.*
- *Data collected during stakeholder interviews will be used to help complete data forms, per the examples provided to the City before scoping.*
- *Assessment of existing fields/courts in the Camas School District and nearby communities will be looked at a high level and will not include field visits.*
- *Demand Analysis summary is based on data collected from sports associations, City data provided, and other stakeholders.*
- *Development of conceptual site-specific maps for recommended improvements are an “optional task”, additional scoping would be required.*

Deliverables:

- *Data sheets for each City site, including each field/court, will be documented, and outlined in the findings from the visit, desktop review, and stakeholder input.*

- *Summary of the assessment in an easy-to-use matrix, including prioritization of recommended improvements and ROM cost estimate.*
- *Demand Analysis Summary.*
- *Recommendations for level of service and O&M practices.*

4.0 PLAN DEVELOPMENT

The MSi team will develop a draft and final plan that will serve as a management tool for the City to maintain and enhance its existing fields and sports courts and provide a strategy for adding additional capacity to meet the growing demand efficiently and cost-effectively. This document is intended to be a living document and support the city's efforts in asset management; therefore, it will be important to establish and agree upon the format of documenting the information early in the process of gathering data. Reformatting and redeveloping tools at the end of the process will result in added costs and time in completing the project. Re-evaluation should be conducted every 2-5 years as the community grows and the demands for athletic fields and sports courts change.

Information gathered in all prior tasks will be synthesized into a draft plan and will include the following:

- Summary of the planning process, including existing condition evaluations, assessment use capacity, and needs assessments.
- Document the community engagement process and findings.
- Recommendations and implementation strategies for improvements to existing fields, sports courts, and new facilities to accommodate present and future user demands.
- Research best practices in other Pacific Northwest cities' sports fields and sports courts, levels of service, and O&M programs to identify elements of those programs that meet the needs of Camas.
- Recommendations on funding and partnerships
- O&M program recommendations, including fee model.
- Development of working exhibits for ROM takeoffs.
- ROM cost estimating
- Develop strategies and implementation plans to optimize existing fields and sports court utilization while providing a phased approach to adding capacity.

4.1 DRAFT CITYWIDE SPORTS FIELD PLAN

- Draft narrative and spreadsheets.

Assumptions:

- *Working exhibits for ROM takeoffs will be developed using aerial imagery.*
- *Concept plans for recommended improvements are an optional task.*
- *Draft materials will be used for a second touch point with the stakeholders, city staff, community, and commissions to gain input and consensus before finalizing recommendations in the planning document. This scope assumes one round of review and revision comments.*

Deliverables: Draft assessment report narratives and graphics.

4.2 FINAL CITYWIDE SPORTS FIELD PLAN

- Incorporate review comments from the draft review and finalize the plan.
- Final narrative, maps, spreadsheets, and ROM budget estimates.

Deliverables: *Final assessment, including all maps, narratives, spreadsheets, ROM budget estimates, and supporting graphics.*

5.0 FOREST HOME PARK RCO GRANT SUPPORT

The City anticipates submitting a Community Outdoor Athletic Facilities (COAF) grant for improvements to Forest Home Park. MSi will provide the following RCO grant support as listed in the following subtasks:

5.1 GRANT APPLICATION

- MSi will coordinate with the City on project intent and prepare the COAF grant application to ensure uses are eligible and compatible with RCO funding.
- MSi will be responsible for providing project metrics such as quantity take-offs, cost estimates, and preparation of project narratives for the grant application.
- The City will be responsible for providing the following legal application materials including, but not limited to: land appraisals, authorizing resolution/application authorization, landowner acknowledgment form, and local jurisdiction review and conferral.
- All additional legal documents identified in the grant application, such as all required studies/investigations will be the responsibility of the City.

Assumptions:

- *City will conduct one round of review on each deliverable.*
- *City to provide legal documentation as identified above.*
- *City will be responsible for uploading all necessary application materials through RCO's PRISM Online.*
- *Narratives associated with presentation slides will be prepared under a separate task.*

Deliverables: *Draft and final application narratives and metrics.*

5.2 GRANT GRAPHIC DEVELOPMENT

- Graphics are a large part of successful grant applications. Evaluators are looking for maps, site plans, illustrations, precedent images, aerial views, and ground shot imagery of the site. MSi will provide the following graphic support for the COAF grant application.
- Development of location and vicinity maps, parcel maps, and site photographs (ground and aerial).
- In collaboration with the City and with input from stakeholders, MSi will also develop a concept site plan in Task 2 which will identify recommended improvements and ROM cost estimates.

Assumptions:

- *Site-specific maps will be schematic and developed using approximate site measurements, GIS data, and aerial imagery. City will conduct one round of review on each deliverable, up to 8 maps and renderings.*
- *City to provide all background information available for map development.*
- *Graphics will be provided in PDF and JPEG format*

Deliverables:

- *Draft and final RCO grant graphics (TBD based on grant requirements).*
- *Site photographs (using ground and drone technology)*

5.3 POWERPOINT PRESENTATION

- MSi will prepare a draft and final PowerPoint presentations to be used by the City to participate in technical and final evaluation with the RCO review committee. Graphic materials used in the development of the presentation will be developed during other tasks in this scope of work. Presentations will respond to evaluation criteria questions including, but limited to: project need, project scope, immediacy of threat, community support, cost efficiencies.

Assumptions:

- *City will conduct one round of review on each deliverable.*
- *City will be available to support and coordinate presentation narratives and graphics.*
- *City will be responsible for presentations to the RCO review board.*
- *PowerPoint presentations will be provided in native and PDF format.*
- *Up to 26 hours of support.*

Deliverables:

- *Presentation narratives.*
- *Draft and final Technical PowerPoint presentation*
- *Draft and final Evaluation PowerPoint presentation*

6.0 SUBCONSULTANT SUPPORT

Second Nature will be providing sport field support services throughout the project.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

Fees

(Exhibit "B") Fees**City of Camas Parks and Recreation Department
Citywide Sports Field Plan****Design Services**

1.0	Project Management	\$ 15,876.00
2.0	Community Engagement	\$ 24,160.00
3.0	Data Gathering and Condition Assessment	\$ 23,644.00
4.0	Plan Development	\$ 47,536.00
5.0	RCO Grant Support	\$ 14,764.00
6.0	Second Nature (subconsultant)	\$ 17,200.00
	Reimbursable	\$ 1,785.00
Total Fees		\$ 144,965.00

EXHIBIT "C"
BILLING RATES

2024 HOURLY RATE SCHEDULE

Southern Washington

	<u>Regular</u>		<u>Regular</u>
Senior Principal	\$346.00	Administrative Assistant	\$106.00
Principal	\$282.00	Clerical	\$94.00
Engineering Manager	\$240.00	Survey Manager	\$220.00
Project Engineer	\$202.00	Project Manager – Survey	\$198.00
Engineer IV	\$186.00	Land Surveyor IV	\$178.00
Engineer III	\$168.00	Land Surveyor III	\$164.00
Engineer II	\$156.00	Land Surveyor II	\$156.00
Engineer I	\$136.00	Land Surveyor I	\$144.00
Project Manager – Design	\$216.00	Survey Technician IV	\$144.00
Project Controls Manager	\$244.00	Survey Technician III	\$126.00
Contract Administrator	\$182.00	Survey Technician II	\$118.00
Project Coordinator II	\$144.00	Survey Technician I	\$106.00
Project Coordinator I	\$132.00	Survey Aid	\$84.00
Design Technician IV	\$160.00	Survey Party Chief	\$156.00
Design Technician III	\$148.00	Survey Party Chief – Out of Town	\$161.00
Design Technician II	\$140.00	Survey Instrument Person	\$110.00
Design Technician I	\$118.00	Survey Instrument Person – Out of Town	\$115.00
Landscape Manager	\$206.00	GIS Mapping Specialist	\$156.00
Project Manager – Landscape	\$178.00	GIS Mapping Specialist II	\$164.00
Landscape Architect II	\$160.00	Public Involvement Associate/Mgr.	\$164.00
Landscape Architect I	\$140.00	Public Involvement Coordinator	\$110.00
Landscape Designer III	\$132.00	Creative Designer	\$106.00
Landscape Designer II	\$122.00	Stormwater Analyst	\$144.00
Landscape Designer I	\$110.00	Environmental Manager II	\$196.00
Land Development Manager	\$252.00	Environmental Manager I	\$174.00
Planning Manager	\$228.00	Environmental Principal	\$155.00
Project Manager – Planning	\$200.00	Environmental Supervisor	\$125.00
Senior Planner	\$182.00	Environmental Stormwater Vac Operator	\$125.00
Planner IV	\$176.00	Environmental Stormwater Vac Crew	\$115.00
Planner III	\$168.00	Environmental Crew Lead	\$105.00
Planner II	\$146.00	Environmental Maintenance Technician	\$95.00
Planner I	\$132.00	Environmental Administrative	\$100.00
Planning Technician	\$126.00	Natural Resource Specialist IV	\$156.00
Land Development Assistant	\$106.00	Natural Resource Specialist III	\$142.00
Accounting Manager	\$216.00	Natural Resource Specialist II	\$126.00
Project Accountant	\$148.00	Natural Resource Specialist I	\$116.00
Administrative Manager	\$148.00	UAV Pilot	\$160.00

The above rates cover salaries, overhead and profit. All other materials and expenses will be billed on an actual cost plus 10% basis. Overtime rates will be 1.5 times unless otherwise negotiated. These rates will be adjusted annually or as necessary to reflect market conditions. Sub-Consultants costs will be on actual cost plus 10% to compensate MacKay Sposito for Business Occupation Tax and administrative costs.

Per diem rates for travel within the continental United States will be billed in accordance with the rates published by the Office of Governmentwide Policy, General Services Administration (GSA) for the applicable fiscal year. Mileage will be billed in accordance with standard mileage rates published by the Internal Revenue Service.

Engineering categories are in accordance with ASCE Classifications. Rates detailed above do not apply to Federal or State contracts with specific Wage Determinations or mandated prevailing wage/fringe benefits minimum.



HOURLY RATE SHEET & EXPENSES

AS OF 01/01/2023

(Rates subject to change without notice)

LABOR

PRINCIPAL LANDSCAPE ARCHITECT	\$175.00/HR
SENIOR LANDSCAPE ARCHITECT	\$150.00/HR
LANDSCAPE DESIGNER	\$115.00/HR
GRAPHIC DESIGNER	\$95.00/HR
ADMINISTRATIVE	\$85.00/HR

COPIES AND PRINTS

	<u>8 1/2 x 11</u>	<u>11 x 17</u>	<u>LARGE FORMAT</u>
BLACK & WHITE COPIES/PRINTS	\$ 0.15	\$ 0.30	COST + 10%
COLOR PRINTS	\$ 0.50	\$ 1.00	COST + 10%

EXPENSES

VEHICLE MILEAGE CURRENT IRS RATE

AUTO RENTAL, SHIPPING CHARGES, PHOTOGRAPHY, LODGING, AIRFARE, PER DIEM,
SUB-CONSULTANTS AND MISC. EXPENSES: COST PLUS 10%

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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations: The Consultant (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 Consultant, 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 subConsultants, including procurements of materials and leases of equipment. The Consultant 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 Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subConsultant or supplier will be notified by the Consultant of the Consultant'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 Consultant 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 Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant 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 Consultant'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 Consultant under the contract until the Consultant complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with litigation by a subConsultant, or supplier because of such direction, the Consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Consultant 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 Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) 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 Consultants, 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).