



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. PNR23006

CAMAS PARKS AND OPEN SPACE MANAGEMENT PLAN

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

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Camas Parks and Open Space Management Plan**.
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 **June 30, 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 **\$156,151.80** under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A"** attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in **Exhibit "A"** (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as **Exhibit "A"**.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

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

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

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

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

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

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

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for

contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

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

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

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

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

Lower Tier Covered Transactions

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

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe any copyright, patent, trademark, trade secret or other intellectual property right of any third party.
- b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the

City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.
19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.
20. Notices. Notices to the City of Camas shall be sent to the following address:
Trang Lam
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7037
FX: 360-834-1535
EMAIL: tlam@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Paul Agrimis, PLA, PE
GreenWorks, PC
110 SE Main Street, Suite 100
Portland, OR 97214
PH: 503-222-5612
EMAIL: pagrimis@greenworkspc.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.
22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The 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 _____, 2023.

CITY OF CAMAS:

GREENWORKS, PC:

Authorized Representative

By _____

By _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

**EXHIBIT "A",
SCOPE OF SERVICES, COSTS FOR SCOPE OF SERVICES,
CONSULTANT BILLING RATES AND SCHEDULE**

Exhibit A: Scope of Work

August 30th, 2023

Trang Lam
Parks and Recreation Director
City of Camas

**Re: Camas Parks and Open Space Management Plan
Services Proposal**

GreenWorks Consultant Team:

GreenWorks (GW): Prime Consultant and Project Management; Community Engagement, Parks, Trails, and Open Space Planning, Design and Management

Strategy Development and Synthesis

ECONorthwest (ECO): Economic and Operations Analysis Consultant

PlanIT Geo (PG): Geospatial Analyses and Urban Forestry Management

Scope of Services

Taks 1: PROJECT MANAGEMENT

1.1 Plan and Conduct Kickoff Meeting/Site Visit

The GreenWorks team will prepare for and conduct a kickoff meeting with the City to review project scope and schedule and clarify communication protocols; then explore representative parks, open space, and trail sites and adjacent public areas together. Attending will be representatives from GreenWorks, ECONorthwest, and PlanIT Geo. This will be an approximately four-hour meeting (split approximately equally between on-site(s) and in a meeting room). The GreenWorks team will prepare brief meeting notes for City review.

1.2 Bi-Weekly Call – Videoconference

The GreenWorks team will conduct a bi-weekly meeting with the City via videoconference to coordinate. There will be approximately 15 one half-hour calls. ECONorthwest and PlanIT Geo will attend as needed but anticipated to be approximately half of the meetings.

1.3 Team Coordination

GreenWorks will coordinate the consultant project team around key milestones for the project. Approximately eight one-hour meetings are anticipated with ECONorthwest and PlanIT Geo. Coordination includes preparation and additional coordination between meetings.

Task 1 Deliverables:

1. Meeting summary notes and action items

Task 2: COMMUNITY ENGAGEMENT

2.1 Prepare Public Participation Plan

The GreenWorks Team will prepare a draft Public Participation Plan and then meet with City staff to review and discuss. The plan will include two components: an overall community approach leading to an Open House, and an education strategy to engage with the high school biology club (and other potential pertinent clubs such as geography, environmental, or related), project-based learning, and/or high school AP science classes.

The community engagement plan will include staff and community members. GreenWorks will plan and conduct a staff focus group that will describe the POSMP goals and objectives and learn from staff their questions, concerns, and issues with the proposed work. Staff input will help shape management policies and actions. The main community approach will be the Open House. The Open House will be geared towards 1) Information Sharing and 2) Confirming the alignment of citizens' values with the POSMP, and where and how the City determines to spend and prioritize resources managing the 1,000+ acres of parks and open space. The GreenWorks team will prepare for and conduct the Open House at a city facility or school. The team will present the POSMP goals and objectives, preliminary findings, and proposed management policies and actions. City Communication staff will film the presentations and then post it to an appropriate location on the City website. People can attend the meeting or participate virtually for a two-week period after the Open House where they will share their responses to proposed management actions, and share questions they may have.

2.2 Prepare Education Strategy

In conjunction with 2.1 above, the GreenWorks team will meet with City staff and School District staff for a brainstorming work session to provide educate about the project for two different groups:

High school students – The education strategy will engage high school students in Camas to participate in a pilot tree inventory data collection program, which is detailed in Task 5 below.

The general public – Parallel to the Open House sharing session, The Greenworks Team will strategize with the City ways to format the final deliverables in a way that they can be used as educational tools for future outreach and education.

2.3 Prepare for and Conduct Open House

The GreenWorks team will prepare for and conduct a two-hour Open House Meeting at a City facility or school. The GreenWorks team will prepare a draft agenda and review and revise with the City Project Manager in advance of posting the meeting. This task will include preparing materials for several stations sharing existing canopy information, existing tree canopy information, relevant operations and capacity information, proposed POSMP goals and objectives, and the means to receive and record comments. An on-line version of the meeting and brief survey will allow polling for up to two weeks around the Open House to track the community's priorities. The GreenWorks team will prepare a brief summary memo.

2.4 Prepare for and Make PowerPoint Presentation to a Joint Parks & Recreation Commission/ Planning Commission and City Council Meeting

The GreenWorks team will prepare a draft presentation and share with the City Project Manager for comments and then revise. This will be a virtual presentation.

Task 2 Deliverables:

1. Public participation and open house plan
2. Open House presentation
3. Education training plan and presentation
4. Open House summary memo
5. Two Presentation to the City of Camas

Task 3: BACKGROUND INFORMATION

3.1 Gather Existing Plans, Reports, Guidelines and Summarize Relevant Information

The GreenWorks team will review previous existing plans, reports, and guidelines that City staff share with the consultant team. We will perform this work to describe the status of the existing park and open space system.

Greenworks Landscape Designer and Certified Arborist, Anya Moucha, will gather and combine information into pertinent plans, reports, and guidelines. She will summarize the historical information in a concise illustrated document. This document will include the status of parks and open space policies, resources, and management, as well as the history and land use changes, environmental conditions, existing vegetation communities, tree canopy status, published environmental and health disparities, and documented community values and concerns. This document will describe the physical and environmental conditions, and it will include the cultural, historical, political, and budgetary context that staff interviews reveal.

3.2 Assess Policies, Resources, and Management

The GreenWorks team will assess policies, resources and existing management structure and staffing for the parks and open space mission and identify where gaps exist for management of the system. The consultant team will share their observations with the City Project Manager via videoconference, and then prepare a brief draft memo with findings for review by the City Project Manager. The GreenWorks team will review the draft memo with the City Project Manager and revise to create a final memo.

3.3 Map Land Use, Environmental and Tree Canopy Changes Over the Last 12 Years

The GreenWorks team will conduct a comprehensive urban tree canopy assessment as an important step in better understanding current conditions of tree canopy, rate of change in urban tree canopy due to development and growth, its distribution and value, and the tree canopy potential for the study area. Consultant team member PlanIT Geo's detailed assessment will use high resolution land cover mapping with greater than 95% accuracy that will encompass the entire City.

The technical approach will include mapping the City's land and tree canopy cover, QA/QC of derived data, analysis of canopy cover and change in canopy cover, estimation of plantable space within various planning scales, tree equity analysis, an accuracy assessment following protocols developed by the U.S. Forest Service, and a project report. The land cover map will serve as the foundation of all other tasks included in this project.

The consultant team will identify the percentage of land cover for six land cover classes including tree canopy, herbaceous, vegetation, water, impervious and dry land. We will identify how canopy has changed from 2010-2022, where 2022 is the most recent high quality data imagery available. We will be able to break down canopy change by any geography available, from census block groups down to parcels and anything in between.

3.4 Prepare Summary Status and Trajectory Memo

The GreenWorks team will prepare a memo to summarize findings of the canopy assessment and provide estimates of how the coverage might continue to change over time. This will influence the goals and recommendations in other tasks.

3.5 Interview Park and Operations Staff Re: Priorities and Context

Concurrent with Task 2.1, the GreenWorks team will facilitate a Focus Group meeting with City staff. This in-person, two-hour meeting is anticipated to include staff from Parks & Recreation, Community Development, Public Works, Communication and Finance. Members of the consulting team will interview Parks and Operations staff to determine the priorities and goals of the current operations and management program, as well as to gain insight into the cultural, historical, political, and budgetary context. The GreenWorks team will prepare a draft agenda and meet via videoconference with the City Project Manager to review and revise the agenda. The team will also incorporate information from the May 2023 DNR/Camas stakeholder focus group.

Task 3 Deliverables:

1. Tree Canopy displayed visually in our CANOPY software tool temporarily for the project to visualize changes in canopy over time. This data will also be summarized into spreadsheets for analysis by the PlanIT Geo team.
2. Summary Status & Trajectory memo
3. Focus Group and Staff interview notes
4. Existing Plan and Policy memo

Task 4: OPERATIONS STATUS

4.1 Complete POS Audit & SWOT

Based on the information gathered in the preceding tasks, the GreenWorks team will conduct an assessment of the existing Parks and Open Space program and portfolio developing a summary of program and asset inventory, cataloging funding sources, and identifying potential gaps and areas of potential overlap and/or duplication, identifying key strengths and weaknesses of the existing Parks and

Open Space program and portfolio. It will focus on current management practices and allocated resources.

The Greenworks Team will use feedback gathered from previous outreach to DNR to provide direction to the work. Client to provide feedback to incorporate.

4.2 Assess Current Management Practices and Allocated Resources

The GreenWorks team will review overall current management practices and allocated resources, including the roles and responsibilities of various departments in policy development, operations, and management, and permitting. It is expected to include:

- A summary of the program and asset inventory, developed through the work in Task 4.1, likely inclusive of park asset management and recreation programming, and
- Identification of areas where coordination of regulations, funding, processes, and/or geography overlap.

The GIS team may assist in identification and presentation of meaningful canopy data highlights as well as other geospatial analysis of gaps and overlap.

4.3 Provide Recommendations for Cost Effective Improvements

The GreenWorks team will provide recommendations and identification of opportunities for improved service delivery and may include a description of interagency or intergovernmental coordination necessary for improved service delivery.

Task 4 Deliverables:

1. Assessment Memorandum with recommendations for improvements and SWOT analysis summary

Task 5: DATA GATHERING & CONDITIONS ASSESSMENT

5.1 Assess Strengths and Opportunities for Canopy Enhancement

The GreenWorks team and PlanIT Geo will identify strengths and weaknesses in the tree canopy cover based on existing conditions and future projections. The canopy assessment will be able to identify areas of the city that have lost canopy cover and conversely, those that have grown canopy. We can utilize this data to identify positive and negative trends, under which geographies and conditions they exist. The team can come up with industry standard recommendations, as well as novel ideas, for improving tree canopy cover within the city boundary, with specific recommendations focusing on parks and open space properties.

5.2 Gather City-owned POS Tree Canopy and Vegetation Data With Representative POS Sampling

GreenWorks and PlanIT Geo will develop a sample tree inventory data set utilizing existing maps and layers. This sample data set will ideally represent a variety of city-owned properties with a focus on parks, open spaces, trails, and other vegetative areas.

Additionally, tree inventory will be completed via a pilot program with Camas students, through the school district –

Student Tree Inventory Pilot Project – The education strategy will engage high school students in Camas to participate in a pilot tree inventory data collection program. The GreenWorks team will work with the City and the School District to engage through two potential venues: appropriate high school clubs, project-based learning, or AP science classes. This pilot program may be replicated in future years to continue tree inventory data gathering.

5.3 Coordinate Curriculum with School District

Concurrent with Task 5.2, the GreenWorks team will work with school staff to coordinate a training session for students and host one or two field sessions to guide the students' contributions to the tree inventory. Conduct a two-hour meeting led by PlanIT Geo via a videoconference. The session will include a high-level overview of the issues that the project is looking to address, as well as training on software that they can use to help with the inventory activity. It is anticipated that the student work will need to be completed by mid-November while leaves are still on to facilitate tree identification.

5.4 Research POSMPs and LOS in the Pacific Northwest

This task includes research and analysis of best practices in the Pacific Northwest and elsewhere. The Greenworks Team will select case-study cities, park districts, or other special districts using recent experience by the PlanIT Geo team to understand strategies to address similar challenges and opportunities in the region for urban forestry management.

Task 5 Deliverables:

1. Recommendations for improving canopy cover, including ways in which the city can reduce canopy loss or encourage canopy growth, which includes ideas from best practices research.
2. Sample inventory data set of 2,500-3,500 trees with a breakdown on species diversity, health conditions and other important metrics. Can be displayed in TreePlotter tool temporarily and/or downloaded as a .csv or shapefile.
3. Student Tree Inventory Pilot summary.
4. Summary of best practices and case studies research.

Task 6: FRAMEWORK

6.1 Establish Frameworks and Long-term Strategy

In concordance with Task 3, GreenWorks and its sub consultants will utilize existing canopy and tree inventory data to identify current trends, as well as make some projections based on ideal planting scenarios or tree preservation planning. With this information, the consultants can better guide Camas on its long-term strategy for maximizing the health of its urban forest and related natural systems. The frameworks will be guideposts by which Camas can better manage its current assets and those that it may have in the future.

6.2 Develop Goals & Priorities for POSMP including Climate Change, Pests, Native Plants, Diversity

The sample inventory and, to some extent the canopy assessment, will show the current diversity of tree species within the city both for parks and open spaces as well as developed areas and rights-of-

ways. With the presence of a devastating beetle pest, Emerald Ash borer, it is critical for the city to know how many Ash trees it has both on developed and undeveloped land. In addition, utilizing ideas such as the 10-20-30 rule (no more than 10% of any one species, 20% of any one genus, 30% of any one family) can help guide the city towards a more diverse, resilient, and healthy urban canopy.

The team will also provide some high-level goals and strategies for addressing resilience across natural systems. These may include guidance on topics such as habitat and plant communities, water conservation, wildfire prevention, and other means of supporting the ecosystem services that parks and open spaces provide.

6.3 Coordinate Joint meeting with Parks & Recreation, Public Works, Community Development, Communication & Finance

Task 6 Deliverables:

1. Parks and Open Space resiliency goals and priorities deliverable

Task 7: PLAN DEVELOPMENT

7.1 Synthesize All Information into Draft POSMP with Recommendations & Implementation Strategies

The GreenWorks Team will prepare a Draft POSMP by synthesizing canopy, tree inventory, and park and open space operations information collected during preceding tasks. The draft will include recommendations and implementation strategies. This will be a comprehensive management plan that meets the City's long-term vision for its parks and open spaces.

7.2 Develop Monitoring Plan with Performance Metrics

The GreenWorks Team will develop a monitoring plan with performance metrics. The monitoring plan and metrics will be customized for Camas in terms of existing parks and open space assets, human resources, and City policies.

7.3 Complete Draft Plan and Submit to Camas and DNR for Review

The GreenWorks team will submit the Draft POSMP to the City for initial review.

7.4 Revise Draft Plan per Camas and DNR Comments

The GreenWorks team will meet with the City via videoconference to review comments on the Draft POSMP. The consultant team will share questions about comments and work through any misunderstandings to revise the document to share with the Parks & Recreation Commission.

7.5 Present Draft POSMP to Parks & Recreation Commission

The GreenWorks team will present the Draft POSMP to the Parks & Recreation Commission via videoconference.

7.6 Prepare Draft Final POSMP based on Parks & Recreation Commission Comments

The GreenWorks team will prepare the Draft Final POSMP based on comments from the Parks & Recreation Commission meeting.

7.7 Complete Minor Revisions to POSMP for City Council Presentation and Adoption

The GreenWorks team will complete minor revisions to the POSMP for City Council presentation and adoption via videoconference.

Task7 Deliverables:

1. Two presentations to the Parks & Recreation Commission and City Council
2. Draft and Final Reports compiling and summarizing all task items

TERMS OF AGREEMENT

Fee Schedule

Professional fees for the scope of work are as follows:

TASKS	SCOPE OF WORK	FEE TOTALS
1	PROJECT MANAGEMENT Task 1 Deliverables: 1. Meeting summary notes and action items	\$22,580.00
2	COMMUNITY ENGAGEMENT Task 2 Deliverables: 1. Public participation and open house plan 2. Open House presentation 3. Education training plan and presentation <ul style="list-style-type: none"> • High School pilot program • General public 4. Open House summary memo 5. Two Presentation to the City of Camas	\$21,795.00
3	BACKGROUND INFORMATION Task 3 Deliverables: 1. Tree Canopy displayed visually in our <u>CANOPY</u> software tool temporarily for the project to visualize changes in canopy over time. This data will also be summarized into spreadsheets for analysis by the PlanIT Geo team. 2. Summary Status & Trajectory memo 3. Focus Group and Staff interview notes 4. Existing Plan and Policy memo	\$30,890.00
4	OPERATIONS STATUS Task 4 Deliverables: 1. Assessment Memorandum with recommendations for improvements and SWOT analysis summary	\$16,120.00
5	DATA GATHERING AND CONDISIONS ASSESSMENT Task 5 Deliverables: 1. Recommendations for improving canopy cover, including ways in which the city can reduce canopy loss or encourage canopy growth, which includes ideas from best practices research. 2. Sample inventory data set of 2,500-3,500 trees with a breakdown on species diversity, health conditions and other important metrics. Can be displayed in TreePlotter tool temporarily and/or downloaded as a .csv or shapefile. 3. Student Tree Inventory Pilot summary. 4. Summary of best practices and case studies research.	\$10,520.00
6	FRAMEWORK Task 6 Deliverables: 1. Parks and Open Space resiliency goals and priorities deliverable	\$16,130.00
7	PLAN DEVELOPMENT Task7 Deliverables: 1. Two presentations to the Parks & Recreation Commission and City Council 2. Draft and Final Reports compiling and summarizing all task items	\$35,055.00
	REIMBURSABLE EXPENSES	\$3,061.80
	PROJECT TOTAL	\$156,151.80

This total base fee of **\$156,151.80** will be billed monthly on a time and materials (T&M) basis, not to exceed the total fee stated above, and includes reimbursable expenses.

Hourly Rates

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

GREENWORKS, PC:

Principal / Technical Director.....	\$195.00
Landscape Architect IV/Project Manager	\$145.00
Landscape Architect III.....	\$140.00
Landscape Architect II.....	\$125.00
Landscape Architect I.....	\$120.00
Landscape Designer III	\$115.00
Landscape Designer II	\$110.00
Landscape Designer I	\$100.00
Clerical / Administrative.....	\$85.00

ECONorthwest:

Senior Advisor	Project Director	Associate	Analyst
(\$310/hr)	(\$260/hr)	(\$145/hr)	(\$105/hr)

PlanIT Geo:

Technical Director	Urban Forester	Project Staff
(\$175/hr)	(\$150/hr)	(\$100/hr)

Reimbursable Expenses

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

Payment

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

Additional Work

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

Plan Processing

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

Contract Time Limit

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

Paul Agrimis, PLA, PE
Principal
GreenWorks, P.C.
503-222-5612 | pagrimis@greenworkspc.com

Accepted By **SEE SIGNATURE BLOCK ON PAGE 7**

Trang Lam

City of Camas, Parks &
Recreation Director

Signature

Date

Camas POSMP Schedule

		2023				2024				
		September	October	November	December	January	February	March	April	May
Task 1	PROJECT MANAGEMENT									
Task 2	COMMUNITY ENGAGEMENT									
Task 3	BACKGROUND INFORMATION									
Task 4	OPERATIONS STATUS									
Task 5	DATA GATHERING AND CONDITIONS ASSESSMENT									
Task 6	FRAMEWORK									
Task 7	PLAN DEVELOPMENT									

X Proposed Commission & Council Meetings



**EXHIBIT “B”
TITLE VI ASSURANCES**

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

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

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

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

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

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

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

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

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

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

Pertinent Non-Discrimination Authorities:

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