PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into this	day of	, 2021 , by and
between CITY OF STEVENSON, a municipal corpora	ation of the State of	Washington, and
hereinafter referred to as "CITY," and EXIGY LLC, a Wa	ashington Limited Li	ability Company,
hereinafter referred to as the "Contractor."		

IN CONSIDERATION of the mutual promises, agreements, and covenants contained herein, it is hereby agreed, by and between the parties, as follows:

SECTION I Nature and Scope of Work

Contractor will perform services as set forth in the attached Exhibit "A." Contractor shall make oral reports, and prepare and submit written reports, in such form and frequency as required by CITY.

SECTION II Payment for Services & Expense Reimbursement

A. PAYMENT

Contractor shall be paid by CITY, for the work to be performed hereunder, as set forth in the attached Exhibit "A." Any payment made to Contractor, however, shall not constitute acceptance of the work, or any portion thereof, which is not in accordance with this contract.

B. TRAVEL

Contractor shall be reimbursed for actual transportation costs that are necessary for the performance of this contract, and which are pre-approved by the City Administrator. Any approved air travel by Contractor shall be limited to coach class (restricted fare). Travel by private auto shall be reimbursable at a rate not to exceed the Internal Revenue Service's current mileage reimbursement rate for business related travel. If the Contractor is based outside Skamania County, any travel to and from the area shall require the prior approval of CITY's Clerk/Treasurer.

C. TRAVEL EXPENSES

Contractor shall be reimbursed for the actual reasonable subsistence costs incurred, by Contractor, while traveling in performance of the services hereunder, not to exceed State per diem rates.

Professional Services Contract Page 1 of 6

SECTION III General Terms & Conditions

A. DURATION

This contract shall commence as of the date indicated below, and shall continue **July 31**, **2021** or until terminated by either party giving the other party thirty (30) days written notice of such termination. Notice shall be deemed to have been given at the end of three (3) working days, after the deposit of the same in the United States mail, addressed to the other party, postage prepaid, at the address of the parties as hereinafter stated. In the event of cancellation by either party, the notice may specify the services that are to be performed after receipt of the notice until the date of termination. Unless stated otherwise, Contractor shall perform no further services upon receipt of notice of the termination. On or before termination or expiration of the thirty (30) day period, Contractor agrees to deliver to CITY all records, notebooks, files, materials, reports, data, and other information pertaining to the services performed for CITY. In the event of termination, CITY shall pay Contractor for all contract costs incurred prior to termination. Contractor shall not be entitled to compensation for lost profits or expectations of profit due to CITY's early termination of this contract.

B. RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of CITY. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent. Unless specifically restricted by this agreement, Contractor may hold itself out to the general public for the provision of similar services. Upon CITY's request, Contractor shall advise CITY of the approximate workload of its existing and new clients and the possibility of any conflicts of interest that may arise.

C. ASSIGNMENT

Contractor shall not assign any interest in this contract, and shall not transfer any such interest to any third party, without CITY's prior written consent. Any subcontract entered into by Contractor, for work covered by this agreement, shall require prior approval by CITY.

D. DISCLOSURE

Contractor agrees to keep confidential any information obtained by Contractor, or its employees, or any person under its control in the course of the services performed under this contract, and to refrain from publishing or revealing any information acquired by Contractor in the course of these services, without the written consent of CITY.

Any knowledge or information acquired or provided by the Contractor to CITY related to services performed under this contract shall not be considered confidential or

Professional Services Contract Page 2 of 6 proprietary unless such designation is approved, in writing, by CITY's City Administrator. However, regardless of the designation of information provided by the Contractor, CITY does not waive attorney-client privilege or similar protections afforded by law.

E. DISPUTES

Except as otherwise provided or agreed, any dispute relating to this contract which is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction upon the filing of a legal action by the aggrieved party. During the pendency of any dispute, Contractor shall proceed diligently with the performance of this contract. It is further agreed by Contractor that litigation shall be limited and confined exclusively to the appropriate state court located within the State of Washington. Venue shall be in Skamania County unless otherwise agreed to by CITY. This contract shall be governed in accordance with the laws of the State of Washington.

F. NONWAIVER

The failure of CITY to insist upon or enforce strict performance of any provision of this contract shall not be construed as a waiver or relinquishment to any future enforcement of such contractual term.

G. AUDIT RIGHTS/PUBLIC RECORD RETENTION

During this contract, and for six (6) years thereafter, CITY shall have the right to inspect Contractor's records pertaining to this contract and to perform an audit in accordance with generally accepted audit standards. The Contractor shall make these records available without charge to CITY. Contractor agrees to either provide CITY with a copy of all records relating to the contract, or to retain such records for the applicable public records retention period and promptly provide them to CITY in order to fulfill any public records requests submitted during the retention period. Failure to promptly provide said records shall constitute a default of this agreement and entitle CITY to attorney fees and costs to recover the records, plus require Contractor to indemnify CITY against any statutory penalties for failure to promptly comply with a lawful public records request.

H. WORK PRODUCT

All "Work Product," which shall contain, without limitation, all documentation, data, studies, surveys, drawings, maps, photographs, and any object or source code for any software developed pursuant to or in connection with this contract, as well as any copyrights, patents, trade secrets, trademarks, or other intellectual property developed for or in connection with this contract, shall be work for hire and shall be the property of CITY. Contractor does hereby transfer and assign any rights that it has in the Work Product, or that may arise out of or in connection with this contract, to CITY. CITY's rights to the Work Product shall survive termination of this contract. In the event the CITY uses the "Work Product" in the future without Contractor's involvement, CITY agrees to hold harmless, defend, and indemnify Contractor for any claims or liabilities resulting from such use.

Professional Services Contract Page 3 of 6

I. INSURANCE - HOLD HARMLESS

Contractor shall procure and maintain, during the life of this contract, the insurance policies and associated limits listed below to protect it, and any subcontractor performing work under this contract, from claims for damages from personal injury, including death resulting therefrom, as well as from claims for property damage which may arise under this contract, whether such work is performed by Contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them. Upon demand, Contractor shall provide CITY with copies of all applicable insurance policies.

General Liability \$1,000,000 per claim/\$2,000,000 aggregate

Automobile Liability \$1,000,000 Worker's Compensation \$1,000,000

Professional Liability \$1,000,000 per claim/\$2,000,000 aggregate

CITY and Contractor ("Party" or "Parties") hereby agree to indemnify and hold harmless the other Party, its appointed and elective officers, and its employees, from and against any and all suits, claims, actions, losses, costs, penalties, fines, and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, as may be caused by the negligence or willful misconduct of the indemnitee, its agents or employees, (or anyone directly or indirectly employed or engaged by the indemnitee, including subcontractors) to perform or observe any term or condition of this contract, or for any act or inaction of the indemnitee in connection with or incident to the work covered by this contract. It is the intent of the Parties hereto that, where negligence is determined to have been contributory, principles of comparative negligence will be followed and each Party shall bear the proportionate costs of any loss, damage, expense and liability attributable to that Party's negligence.

In any and all claims against CITY by any employee of Contractor, the indemnification and hold-harmless obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability acts, or other employee benefits acts, AND THE CONTRACTOR SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY UNDER SUCH ACTS.

J. WARRANTY

Contractor agrees that services performed as specified in Exhibit "A" shall be performed in a manner consistent with the professional standards and industry practices acceptable in the trade.

K. SEVERABILITY

The invalidity or unenforceability of any provision of this contract shall not affect the other provisions hereof, and this contract shall be construed, in all respects, as if such invalid or

Professional Services Contract Page 4 of 6 unenforceable provisions were omitted.

L. HEADINGS

The headings used in sections of this contract are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of such sections of this contract.

M. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this contract, and to the fullest extent permitted by law, neither CITY nor Contractor, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this contract in excess of insurance limits required hereunder.

N. ENTIRE AGREEMENT

Contractor and CITY understand and agree that this document constitutes the entire understanding between the parties regarding the work or services described herein, and that this contract supersedes all other prior agreements and understandings, whether oral or written. This contract shall not be modified or amended, except in writing, signed by both parties.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties haveday of, 20	e executed this contract at Stevenson, Washington, this
CITY OF STEVENSON	CONTRACTOR
By:	
, its Mayor	Jeffrey R. Swanson Principal, Managing Director Name & Title PO Box 5678 Vancouver, WA 98668
Approved as to form	Mailing Address (360) 975-9466 Telephone Number
Kenneth B Woodrich, City Attorney	



EXHIBIT A

Scope:

Contractor to provide a two-hour public workshop on diversity, equity, and inclusion for City at venue provided by City on a date and at a time mutually agreeable by all parties. City to provide audio/visual equipment necessary for presentation materials.

Fee:

Fee for workshop, presentation, and facilitation is \$4,500.00. Fee includes contractor's expenses for all time, travel, and materials.

Facilitators:

Jeff Swanson (Statement of Qualifications attached)

Rekah Strong (Statement of Qualifications attached)





Phone (360) 975-9466

E-mail jeff@exigyconsulting.com LinkedIn www.linkedin.com/in/jeffrey-swanson-162b0818

Summary of Skills and Competencies

- Over 20 years of professional experience in Government Administration, Utilities,
 Consulting, Non-Profit Management, Manufacturing, Logistics, Supply Chain Management,
 and Industrial Transportation (Marine, Rail, Truck, and Intermodal Facility Operations)
- Experience serving on, working with, and working directly for boards and commissions
- Facilitation, change and conflict management, leadership training and development
- Board/council goal setting, visioning, and strategy development; elected officials training
- Communication strategy, public involvement, and crisis management
- Local/regional government administration, strategy, budgeting, and forecasting
- Federal, state, and local/regional government affairs; grant writing and administration
- Organizational effectiveness and process improvement leadership
- Community vision and place-making, stakeholder engagement, collaboration, inclusion, and working with underserved communities
- Economic Development, planning, land use, site selection
- Academic research and analysis, graduate and undergraduate instruction
- Capital program and project management/delivery, financial and budget strategy

Examples of Projects and Services

Studies and Policy/Technical Leadership on Projects:

- City of Vancouver Community Task Force on Council Representation (see https://www.cityofvancouver.us/ctfcm)
- Workforce Southwest Washington, The Business Case for Childcare (see https://workforcesw.org/childcare-crisis-hits-businesses-in-cowlitz-county)
- Port of Portland/Portland Business Alliance/Brookings Institution Westside Freight Access and Logistics Study with DKS Associates
 - https://popcdn.azureedge.net/pdfs/Trade Trans Studies Westside Freight Access.pdf)
- Economic Linkages from Marine Industrial Businesses for Portland Business Alliance Value
 of Jobs Initiative (see https://workingwaterfrontportland.org/report_pba_1/ and
 https://portlandalliance.com/assets/cta_items/pdf/2013-Trade-Harbor-study-FINAL-web.pdf)
- Intercept Studies and Analysis for Portland Harbor Fish Consumption Study with The Brattle Group

(https://brattlefiles.blob.core.windows.net/files/6377 fish consumption in portland harbor sunding buck oct 23 2012.pdf)

- Policy and Technical Leadership for Portland Harbor Cleanup Cost Benefit Analysis with The Brattle Group (https://www.bizjournals.com/portland/news/2012/02/07/study-superfund-costs-could-reach-2b.html)
- Policy and Technical Leadership for Employment Land Studies:
 - Portland Metro Region Value of Jobs Employment Land Readiness Study (https://portlandalliance.com/2012landreport/; see also https://portlandalliance.com/assets/cta items/pdf/Phase2-VOJ-version-summary.pdf)
 - Clark County Land for Jobs Studies (http://www.credc.org/land-for-jobs)

Major Public Project/Policy Work:

- City of Portland Economic Opportunities Analysis and Comprehensive Plan representing private sector industries in the Portland Harbor
- Portland Harbor Superfund Project representing private sector industries in the Portland Harbor
- Sellwood Bridge Replacement Project representing the Portland Business Alliance
- Columbia River Crossing Project representing Portland Freight Committee and Schnitzer Steel
- Brezee Creek culvert replacement/East 4th Street widening project Washington State
 Department of Commerce appropriation for design/preconstruction work (\$1.5 million) on behalf of City of La Center, WA
- Assessment of childcare capacity in South Kelso area on behalf of Workforce SW Washington
- Task Force on Council Representation facilitation on behalf of City of Vancouver, WA
- Law enforcement level of service policy and appropriation assessment on behalf of City of La Center, WA

Management Services:

- City of La Center, WA Contract Community and Economic Development Director (2018present)
- Executive Director, Portland Working Waterfront Coalition (2012-2013)

Professional Experience

Managing Director, EXIGY LLC, 2018 - Present

City Manager, City of Battle Ground, Washington, 2016 – 2018

Director of Economic Development, Clark County, Washington, 2013 – 2016

Consultant/Contractor (Self-Employed), 2012 – 2014

Adjunct Faculty, Portland State University, 2011 – 2012

Regional Logistics Manager, Schnitzer Steel Industries, Portland, Oregon, 2006 – 2012

General Manager, Sherman Bros. Trucking, Harrisburg, Oregon, 1998 – 2006

Education

Ph.D (ABD status), Systems Science, Portland State University, Portland, OR

- Dissertation topic: "Predictive Factors of Us Median Income Change Using Reconstructability Analysis to Examine US Census Data"
- Doctoral Fields:
 - Macroeconomics and Forecasting
 - o Microeconomics, Behavioral Economics, and Microeconometrics
 - Development Economics, Urban and Regional Economics
 - Systems and Complexity Theory

MS, Systems Science, Portland State University, Portland, OR

MS, Economics, Portland State University, Portland, OR

Graduate Cert., Computer Modeling and Simulation, Portland State University, Portland, OR

Graduate Cert., Environmental/Resource Economics, Portland State University, Portland, OR

BS, Economics, Portland State University, Portland, OR

Rekah Strong M.S.W.

18002 NE 37th Street Vancouver WA 98682

rekahstrong@hotmail.com

Education

Portland State University course work completed Portland State University Portland State University

PhD. Social Work Research est.2017
pre-comprehensive exams and dissertation in progress
Master's of Social Work/Administration 2002
B.S. Criminal Justice 1997

Work History

Chemistry Development LLC

Principal/ Owner 6/2007-current Vancouver, WA

Organizational Development and Training Consultation Firm

- Provide Leadership Executive Coaching
- Provide work environment assessments
- Provide Training in the following areas
 - Managing for Excellence
 - Servant Leadership
 - o Diversity and Inclusion
 - o Customer Service
 - o Performance Management
 - Organizational Culture Change Management

Chief of Operations and Equity United Way of the Columbia Willamette

7/2013-Current

- Member of the leadership team/provide strategic direction for organization
- Oversee all internal organizational operations. (IT, HR, Finance Facilities)

Finance

• Manage VP of Finance and Finance department for oversight and cross-sectionalism with operations of 32 million dollar budget.

HR

- Create organizational standard for, recruitment, hiring, retention, staff development.
- Identify maintain and negotiate benefit contracts. Ensure employment total packages are market competitive.
- Implement organizational training strategy
 - Leadership, management, customer service, diversity/equity, Lean, Emotional Intelligence, Anemogram
- Implement a staff centered engagement strategy that supports inclusion and elevates UWCW culture standard
- Over See HRIS and Time force conversion
- Develop and implement United Way Equity Strategy and implementation. Internal and external

IT

 Oversee and implement adaptive, innovative, client focused IT strategies that meet the changing needs of the organization.

Facilities

- Negotiate contracts and oversee process of 5.1 million dollar building sale.
- Overs see 3.8 million dollar renovation and staff move

Chief Diversity and Inclusion Officer Clark County Vancouver, WA 1/2007-7/2013

Position is housed in HR and reports to the HR Director, Advises Clark County Administrator, and Board of County Commissioners and other elected officials.

- Development, implementation and completion of Diversity and Inclusion program for Clark County.
- Oversee 6 member recruitment team.
- Develop recruitment technique's that increase diversity, and support equity and inclusion goals.
- Complete EEO Plan
- Complete investigations
- Work with Unions to include inclusive language in contracts.
- Develop and complete work force analysis assessment tool.
- Develop strategies and tools for management and workforce planning.
- Utilize organizational development techniques regarding personal, and professional growth of staff.
- Develop tools and strategies for recruitment and hiring practices, promotion, and succession planning.
- Complete development and implementation of county wide Diversity Strategic Plan.
- Coach department Directors and Elected Officials with the implementation of their departmental Diversity Strategic Plan.
- Act as a liaison to establish relationships within various culturally diverse outside communities.
- Coach human resource department representatives, managers, and directors through culturally sensitive resolutions and succession planning.
- Development, implementation, and completion of Clark County's Diversity and Inclusion Assessment Survey.
- Train service providers in cultural competent service delivery.
- Continued development of metric system to track progress relative to the Diversity Strategic Plan and Organizational Development techniques. .
- Continued development and implementation of training regarding equity in purchasing and procurement services.
- Analyze county policy, ordinances, proclamations, and procedures for potential disparate impacts on marginalized communities.
- Chair of County Diversity Advisory Committee.
- Manage department budget.

State of Oregon Department of Human Services (DHS)

Recruitment Relations Manager (Multnomah, Clackamas, Washington County Region) Portland, OR

August 2005 - January 2007

Position was distributed 50% in HR and 50% in Direct Human Service.

• Manage 3 person recruitment and training team.

- Advise Tri-County Leadership regarding Diversity, Cultural Competency, Recruitment, and Inclusion. As it relates to work force and customer service.
- Identify culturally competent service providers.
- Development and implementation of a Diversity Strategic Plan for the tri-county area of Multnomah, Clackamas, and Washington counties.
- Development and implementation of diversity training for over 10,000 DHS staff.
- Development of cultural competency training for staff and its inclusion during service delivery to clients.
- Assessment and evaluation of systems that limit diversity and inclusiveness within DHS.
- Increased outreach efforts to underrepresented groups, with an increased applicant pool
 as a direct result of these outreach efforts.
- Increased hiring of under-represented groups at all level within DHS.
- Development and Chair of tri-county Diversity Advising Committee within DHS.
- Continued evaluation and improvement of systems, policies, and practices that may limit diversity and inclusion in the workplace.
- Partner with community organizations, educational systems, and other community partners in order to assist them in increasing diversity within its applicant pools.

Oregon Department of Human Services, Child Welfare Division

Consultant Education Trainer

Portland, Oregon

December 2004 – August 2005

- Supervised training staff of 9 staff.
- Developed best practices regarding cultural competence in order attain improvement of client outcomes.
- Identify culturally competent service providers.
- Partnered with community organizations to provide culturally appropriate services for clients.
- Train employees regarding on implementation of DHS policies and procedures, forms, and best practices of navigating the family court system.
- Provided leadership, consultation and quality assurance in case specific, general DHS branch/unit operations.

Oregon Department of Human Services, Child Welfare Division

Interim Child Welfare Manager

Portland, Oregon

January 2004 - December 2004

- Supervised Case Worker staff of 9, with responsibilities that included training, work assignments, coaching, and all personnel related matters.
- Trained staff in presentations and public speaking in preparation for Family Court hearings.
- Participated in staffing and Family Court presentations in "high risk" cases.
- Presentations to DHS Directors and HR staff regarding the need for a culturally competent workforce.
- Evaluated and recommended system improvement for the betterment of client services.

Oregon Department of Human Services, Child Welfare Division

Case Worker

Portland, Oregon

March 1999 - December 2003

- Managed a case load ranging from 25-40clients
- Experience ranged from protective services as initial point of contact to permanent planning and child placement.

Memberships and Affiliations

SHRM – Society for Human Resource Management NWEEO – Affirmative Action Association ASTD – American Society for Training and Development

Awards and Recognition

- 2007 NAACP Val Joshua Award, 2008 YWCA Social Justice Award
- 2009 Delta Social Justice Award
- 2009 National Association of Counties Innovative Program Award
- 2010 Accomplished and under 40 Award
- 2011 Urban Entrepreneurs Diversity Award
- 2013 WSU Woman of Distinction Nominee
- 2014 Top 50 employers Oregonian
- 2015 Healthiest Work Place Portland Business Journal
- 2018 IRIS Award
- 2018 SHERO Award

Volunteer Organizations

- Clark College- Board of Trustees (Appointed by Governor Gregoir 2012)
- We Rein Foundation-Board member 2011
- Northwest Public Employees Diversity Conference- Past Chair
- Leadership Clark County Diversity-Trainer since 2008
- Public Employees Diversity Conference-Past Chair

Past volunteer work includes:

Public Employees Diversity Conference-Chair

American Society for Training and Development

Cultural Competency Team- Member/Advisor

South West Washington Chapter Red Cross-Board Member and Diversity Team Chair

Southwest Washington YWCA Personnel Committee – Member

Southwest Washington and Portland Big Brothers Big Sister African American Advisory

Committee- Member

City of Battle Ground Diversity Task Force- Participant

Greater Portland Vancouver Indicators Equity Team- Member

Portland State University School of Social Work Social Justice Committee-Member

Training-Client list

- **City of Beaverton-** Training for all staff, baseline application of diversity and inclusion. Culturally competent service provision
- Clark County Juvenile courts- Training for all staff, baseline application of diversity and inclusion. Culturally competent service provision
- Oregon Public Safety Division-Training for all staff, baseline application of diversity and inclusion. Culturally competent service provision
- Evergreen School District (Image)- In service for All staff, Application of Diversity, Equity Inclusion, working with families and students.
- Clark County Sheriff department- Training for all staff, baseline application of diversity and inclusion. Culturally competent service provision.
- **McMenamins**-Completed training for all HR staff, Owners, CEO, CFO's and property managers. Building diversity in the workplace and expanding customer base.
- **NW Public Employees Diversity Conference-** Building the business case for diversity in public service organizations.
- SWHRMA (Southwest Washington Human Resources Association)-Building the business case for diversity and how to effectively hire for diversity.
- International Association of Administrative Professionals-Building the business case for diversity and excellent customer service.
- **ODOT (Oregon Department of Transportation)**-Building and implementation of a diversity program through Diversity Advisory Committee Framework.
- Leadership Clark County-2 day intensive training. Moving past the socialization of racism in the Pacific North West, and building the business case for diversity, creating inclusive communities and organizations.
- Cowlitz County Drug Court-Building the business case for Diversity and culturally competent service delivery.
- American Contractor Compliance Association-Diversity and inclusion in the delivery of procurement processes.
- Evergreen School District Counselors-Culturally competent service delivery.
- **South West Washington Red Cross**-Establishing culturally competent community outreach, service delivery, and building the business case for diversity.
- Washington State University (Social and Environmental Justice)-White privilege and anti oppressive social justice movements.

Training time ranges from 2-16 hours. Additional examples of past client trainings are available upon request.