

# CITY OF CAMAS PROFESSIONAL SERVICES AGREEMENT

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

#### **Camas Housing Action Plan**

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

- 1. <u>Project Designation.</u> The Consultant is retained by the City to perform professional services in connection with the project designated as the <u>Camas Housing Action</u> Plan.
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services, identified on **Exhibit** "A" attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
- 3. <u>Time for Performance.</u> Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than <u>March 31, 2021</u>, 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. <u>Payment.</u> The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed the amounts for each task identified in Exhibit "A" (Scope of Services) inclusive of labor, materials, equipment supplies and expenses. Consultant billing rates are attached as Exhibit "C".
  - b. The consultant may submit vouchers to the City 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 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. <u>Compliance with Laws.</u> 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. <u>Indemnification.</u> The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

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 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. <u>Insurance Term.</u> 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 agent, representatives, employees or subconsultants.
    - Consultant shall obtain insurance of types and amounts described below:
  - b. <u>No Limitation.</u> Consultant's maintenance of insurance as required by this 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. <u>Minimum Scope of Insurance.</u> Consultant shall obtain insurance of types and amounts described below:
    - Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

- 2. <u>Commercial General Liability</u> insurance in the amount of no less then \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00 products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
- 3. <u>Professional Liability</u> insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
- 4. <u>Workers' Compensation</u> coverage as required by Industrial Insurance laws of the State of Washington.
- 5. <u>Verification</u>. 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 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. <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- f. <u>Verification of Coverage</u>. 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 Consultant before commencement of the work.
- g. <u>Notice of Cancellation</u>. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- h. <u>Failure to Maintain Insurance</u>. 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 contract 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. <u>City Full Availability of Consultant Limits</u>. 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 contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
- 9. <u>Independent Consultant.</u> 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. <u>Covenant Against Contingent Fees.</u> 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. <u>Discrimination Prohibited.</u> 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)
  - o Rehabilitation Act of 1973 (29 USC Chapter 16 Subchapter V Section 794)
  - o 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.)
  - o 49 CFR Part 21
  - o 23 CFR Part 200
  - o 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. <u>Confidentiality</u>. 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. <u>Work Product</u>. 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. <u>Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exlusion—Primary and Lower Tier Covered Transactions.</u>
  - 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 BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **Lower Tier Covered Transactions**

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

#### 15. Intellectual Property.

a. <u>Warranty of Non-infringement</u>. 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. <u>Rights in Data</u>. 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. <u>Assignment.</u> The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.
- 17. <u>Non-Waiver.</u> 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. <u>Conflict of Interest.</u> 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. <u>City's Right to Terminate Contract.</u> 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:

Sarah Fox City of Camas 616 NE 4<sup>th</sup> Avenue Camas, WA 98607 PH: 360.817.7269

EMAIL: sfox@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Melissa Mailoux Mosaic Community Planning, LLC 195 Arizona Ave. NE, Suite 123 Atlanta, GA 30307

Atlanta, GA 30307 PH: 470.435.6020

EMAIL: melissa@mosaiccommunityplanning.com

- 21. <u>Integrated Agreement.</u> 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. <u>Arbitration Clause</u>. 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 artibrrator'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. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- 24. <u>Venue</u>. 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. <u>Remedies Cumulative</u>. 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. <u>Counterparts.</u> 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 March, 2020.		
CITY OF CAMAS:	CONSULTANT: Authorized Representative	
Ву	By	
Barry McDonnell,	Print	Nam
<u>Mayor of Camas</u>	Title	
Approved as to Form:		
City Attorney		

### EXHIBIT "A" SCOPE OF SERVICES

Mosaic Community Planning's Housing Action Plan for the City of Camas is designed to serve as a key component in the city's effort to expand housing options for several sectors of the market, from those with extremely low incomes to market-rate homeowners. We understand that, while recent residential development has primarily served those looking to purchase large homes, Camas 2035 established the goal of diversifying the city's housing stock to better meet the needs of all current and future residents.

With a surplus of land available and substantial population growth expected, the City is in an opportune position for thoughtful and inclusive planning for residential growth. Housing availability and affordability impacts household stability and finances, access to resources and jobs, business recruitment and economic development, and public health. This Housing Action Plan will identify specific gaps in the local housing market currently and as projected over the next ten years. It will describe factors contributing to these gaps - including local policies and regulations - and best practices and strategies to address them, all serving as a springboard for development of implementable action items. Ultimately, the Action Plan will lay the groundwork for Comprehensive Plan or regulatory amendments and other actions

around affordable and market-rate housing development

in Camas.

#### TASK SEQUENCE & BENCHMARKS

Mosaic will approach this project in five stages, beginning with tasks related to project kickoff. The second phase will focus on existing socioeconomic and residential market conditions, including existing and projected housing needs by income level.

The third phase - public engagement - will run concurrently with the second and involve convening various stakeholder groups to learn more about local housing needs and barriers.

The fourth project phase will involve assessing existing policies, evaluating potential new tools for housing development and building an Action Plan to address housing needs. Lastly, Mosaic will amend the draft housing plan based on input from City of Camas staff,

Project Kickoff

Existing Conditions and Housing Need Estimates

Public Engagement

Action Plan Development

Action Plan Finalization and Adoption

elected officials, and other key stakeholders, readying a final document for presentation to the Planning Commission and adoption by the City.

#### PHASE 1: PROJECT KICKOFF

#### Task 1.1 Initial Meeting

- Mosaic will meet with City of Camas staff to review and finalize project expectations, scope of work, data needs, timeline, and a schedule for periodic updates/communication throughout the project.
- Discuss local institutions and organizations, regional agencies, and significant public and private sector partners with an impact on housing in Camas and the Portland-Vancouver metro area.
- Identify potential connection points between the Housing Action Plan and the North Shore Subarea Plan, including any possibilities to conduct concurrent community engagement activities.

• Discuss other previous housing and/or neighborhood plans and aspects of those studies that staff identify as most relevant for this project.

#### **Task 1.2 Community Tour**

 Conduct a planning tour of Camas with a focus on residential areas, including housing for special populations such as seniors, people with disabilities, and low- and moderateincome households.

#### **Task 1.3 Review of Previous Plans**

 Prior to beginning research, Mosaic will review appropriate previous plans and studies, such as Camas 2035, 2016 Clark County Comprehensive Growth Management Plan, any regional housing needs assessments, and other relevant plans.

#### **Phase 1 Overview**

Timeline: February 2020

• Deliverable: None

#### PHASE 2: EXISTING CONDITIONS AND HOUSING NEED ESTIMATES

#### Task 2.1 Demographic and Economic Overview

- Using Census, county, regional, and proprietary (ESRI) data, Mosaic will produce a demographic and economic profile of Camas, with comparisons to Clark County and the Portland-Vancouver-Hillsboro Metropolitan Statistical Area (MSA).
- Each of the following factors will be analyzed, along with implications for future residential development:
  - Population and household estimates;
  - Historical and projected population and household growth trends;
  - Age distribution;
  - Income distribution and historic and projected income growth trends;
  - Racial and ethnic composition and national origin of the population;
  - Employment by industrial sector; and
  - o Projected employment growth by industrial sector.

#### Task 2.2 Housing Market Analysis

- Mosaic will analyze the current rental and for-sale housing supply in Camas (with comparisons to the county and the MSA) relative to housing type, tenure, age, size, cost, condition, occupancy level, and recent permitting activity.
- Provide an overview of recent development trends, including recently-constructed or planned for-sale and rental housing developments.
- Mosaic will assess the existing supply of multifamily housing. This assessment may include structure types, tenure, number and size of units, rental rates, occupancy levels, and affordability level with funding sources/programs, if applicable.
- Map housing inventory to illustrate key residential market indicators for Camas.

#### Task 2.3 Existing and Future Housing Needs

- Using Community Housing Affordability Strategy (CHAS) data, Mosaic will estimate current levels of housing need by tenure (owner vs renter) including cost burdens, severe cost burdens, overcrowding, and substandard housing in Camas. We will also examine housing need by householder age and race and ethnicity within the city.
- Mosaic will estimate existing housing needs by income level, including extremely low income (under 30% Area Median Income (AMI)) households. Other income bands will be

- determined with input from Camas staff but may include 30-50% AMI, 50-80% AMI, 80-120% AMI, and 120% AMI and above.
- Using projected household growth rates, population trends, and rates of housing need, estimate projected future need for market-rate and affordable housing over the next ten years. Segment these estimates by tenure (for-sale and rental) and income level.
- Based on current residential market activity, population trends, and community input, evaluate the potential for displacement of communities of color, foreign-born residents, and low-income households in Camas.

#### Task 2.4 Housing Policy, Regulation, and Program Review

- Review Camas 2035 (specifically the housing element), the City's zoning and development regulations, and any other local policies regarding housing for potential barriers to housing affordability and opportunities to better encourage diverse housing development.
- Review existing programs available through the city, county, state, and federal
  government or other sources to support affordable housing development in Camas.
  Based on stakeholder input and units developed, evaluate the programs' success at
  producing affordable or diverse housing in Camas.

#### **Phase 2 Overview**

- Timeline: February 2020 through June 2020
- Deliverable: Existing Conditions and Needs Analysis Report

#### PHASE 3: PUBLIC ENGAGEMENT

#### Task 3.1 Public Engagement Plan

- The Public Engagement Plan will outline the specific steps, strategies, and timelines to be employed by the consulting team in the engagement of the public. The strategy will include a meeting schedule; a list of stakeholders to be engaged and consulted; and a bank of interview, focus group/forums, and public meeting questions. Mosaic will also prepare a public survey (available in English and other languages if needed) and copy for newspaper notices, flyers, press releases, City website, Facebook, and other advertisement for the project.
- If desired, Mosaic will develop a website dedicated for the project.

#### **Task 3.2 Conduct Public Engagement**

Mosaic's IMPACT Stakeholder Engagement Model is designed to bring together interested parties in an intentional way and to engage them meaningfully in development of the Housing Action Plan.

This model will serve as the backbone for Mosaic's community outreach effort, encouraging input from residents and neighborhood associations, community development practitioners, affordable/subsidized housing providers, health and human/social service agencies, state or local health and child welfare agencies, local governments, businesses, and others. The process will pay particular attention to low- and moderate-income persons, including those living in low/moderate income areas, seniors, non-English speakers, persons with disabilities, and residents of affordable and assisted housing developments.

While ultimately to be determined in consultation with Camas staff, Mosaic anticipates a community outreach process that includes:

- Facilitating up to two (2) community-wide needs assessment meetings at various locations throughout the city and at times so as to be accessible to the general public;
- Facilitating up to four (4) targeted resident focus groups through local neighborhood organizations or housing providers targeted to key demographic segments relevant to the Housing Action Plan;
- Conducting one-on-one interviews and facilitating up to three (3) practitioner focus groups with housing and community development stakeholders and other community leaders identified with input from Camas staff;
- Housing needs survey for residents and other stakeholders, including non-profit organizations and community advocates; and
- Development of website copy to be placed on Camas' website and social media and / or development of an external website dedicated to the project.

Mosaic will prepare presentation materials for all meetings, along with agendas, handouts, questions/activities, meeting notes, and summaries of results. Public input will be used identify key themes and findings for inclusion in the Housing Action Plan. Accommodations for people with disabilities and those with limited English proficiency will be offered as needed.

#### Task 3.3 Presentations to Board, Commissions and City Council

 Consulting team members will present progress to the Camas City Council and other boards or commissions to provide updates on the project and gather feedback throughout it.

#### **Phase 3 Overview**

Timeline: February 2020 through June 2020

Deliverable: Public Engagement Plan

#### PHASE 4: ACTION PLAN DEVELOPMENT

#### Task 4.1 Best Practices/Strategies

Based on community input/interviews, housing need projections, affordable housing barriers, and national affordable housing best practices, identify potential strategies to address key housing needs in Camas. These may include, but are not limited to, strategies related to the following:

- Affordable rental housing development and preservation
- Affordable homeownership opportunities
- Increasing diversity of housing types
- · Opportunities to partner with the private sector to produce affordable housing
- Responding to housing needs at each income level (affordable, workforce, market-rate, etc.)
- Homelessness prevention
- Supportive housing and housing for persons with disabilities
- Public, private, and non-profit organizations at the local, regional, or state level for exploration of additional partnerships

Strategies may include local regulatory changes or amendments to the City's Comprehensive Plan.

#### Task 4.2 Performance Measurements / Expected Outcomes

 Mosaic will identify expected outcomes associated with various planning scenarios and recommend performance measurements to gauge progress over the short- and longterm, including identifying metrics and timeframes for achievement.

#### Task 4.3 Action Plan Feedback and Refinement

- Mosaic will present findings and recommendations from Phases 2-4 to Camas staff and other key stakeholders, including housing needs, factors contributing to these needs, and suggested strategies for diversifying housing development.
- Following the presentation, Mosaic will work with stakeholders to gather feedback and refine the Action Plan for addressing housing gaps in the region.

#### **Task 4.4 Implementation Plan**

 Based on stakeholder input from Task 4.3, Mosaic will develop an implementation plan identifying specific, measurable, action-oriented, and realistic goals and next steps for improving local housing options, along with timeframes and responsible parties for each.

#### **Phase 4 Overview**

Timeline: April 2020 through August 2020Deliverable: Draft Housing Action Plan

#### PHASE 5: ACTION PLAN FINALIZATION AND ADOPTION

#### Task 5.1 Action Plan Finalization

• Following City review of the draft Action Plan prepared in Phase 4, Mosaic will make any final revisions to ready the plan for final presentation to the Planning Commission and City Council. Mosaic will work with Camas staff to prepare any necessary comprehensive plan amendments or regulatory changes resulting from the Action Plan.

#### Task 5.2 Plan Presentation and Adoption

- In coordination with City staff, Mosaic will present the Housing Action Plan and related amendments to the Planning Commission and City Council.
- Based on Council and Commission input, Mosaic will work with City staff to make any needed changes to proposed amendments and prepare the final Housing Action Plan for adoption by City Council.

#### **Phase 5 Overview**

Timeline: September 2020 to March 2021Deliverable: Final Housing Action Plan

# EXHIBIT "B" COSTS FOR SCOPE OF SERVICES

Action / Deliverables	Commerce Funds
Deliverable 1. Existing Conditions and Needs Analysis (25%)	\$25,000
Deliverable 2. Public Engagement (15%)	\$15,000
Deliverable 3. Recommendations and Implementation – Draft Housing Action Plan (30%)	\$30,000
Deliverable 4. Project Adoption- Adopted Housing Action Plan (30%)	\$30,000
Total	\$100,000

## EXHIBIT "C" CONSULTANT BILLING RATES

Staff Member	Company and Title	Hourly Billing Rate
Melissa Mailloux	Mosaic Principal / Project Manager	\$180
Jeremy Gray	Mosaic Principal	\$180
Kelley Gray	Mosaic Senior Consultant	\$165
Mary Bosch	Marketek Principal	\$150
Jessica Fisch	Mosaic Senior Planer	\$135
Kim Mitchell	Mosaic Associate Planner	\$90
Frank Lee	Mosaic Associate Consultant	\$90

### EXHIBIT "D" TITLE VI ASSURANCES

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

- 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.