

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between the CITY OF CAMAS, a municipal corporation, (hereinafter referred to as the "City") and Joe Turner, (hereinafter referred to as the "Examiner").

WHEREAS, the City of Camas Municipal Code provides for the appointment by the City of Hearings Examiners to consider certain land use applications and City Code enforcement appeals and other matters as assigned.

WHEREAS, the Examiner has been determined by the City to be qualified to act, and is hereby appointed by the City to be, Hearings Examiner.

NOW, THEREFORE, BE IT RESOLVED, that the parties agree:

1. Services: The Examiner agrees:
 - (a) To receive and examine available information, conduct public hearings, prepare findings in accordance with adopted City regulations and policies, and render decisions in writing that are clear, complete and internally consistent, factually accurate and legally sufficient.
 - (b) To consult with the City and its staff on matters relating to clarification or development of City policy that may effect the decisions the Examiner is called upon to render.
 - (c) To comply with all requirements, including time limits, of the code and statutory provisions that are applicable to the cases under his jurisdiction.
 - (d) To accept all cases scheduled, as scheduled for hearings, or notify the City in writing as soon as practical prior to the hearing date of his inability to preside over the hearing.
 - (e) To provide his own clerical services for typing of the decisions and any personal correspondence.
2. Facilities: The City will provide facilities for the conduct of hearings, including a hearing room and recording equipment. The City will also provide staff support at the hearing, and provide the Examiner with a comprehensive Staff Report and will carry out all public notice requirements of the City Code, and general administrative support.
3. Nonexclusivity: The Examiner understands that the City may appoint other persons to act as Hearing Examiners to carry out any or all of the responsibilities described herein.

4. Conflict of Interest: The Examiner agrees to disqualify himself as to any application regarding which the Examiner has had substantial pre-hearing contact with proponents or opponents; or regarding which the Examiner has a personal financial interest or other appearance of fairness conflict under RCW Chapter 42.36.

The Examiner further agrees that neither he nor any firm of which he is a principal, officer, or employee shall offer new consultation services or other new professional assistance related to land use activities in the City of Camas which may result in applications for review under the provisions of the City Codes under his decision-making authority throughout the duration of this Agreement; nor shall any such services or assistance be offered or provided to any person or entity which appeared before the Examiner as an applicant for a period of six (6) months following termination of services hereunder.

5. Procedures and Exhibits:

- (a) The Examiner agrees to adopt a set of rules and procedures for the conduct of hearings prior to commencing any case hearings. The previously adopted rules and procedures will be used with any changes or revisions that the Examiner coordinates with the City.
- (b) During the course of the conduct of hearings, the Examiner shall mark any and all exhibits accepted into the record, with the case, and number or letter of the exhibit. All such exhibits will be entrusted to the City after the Examiner has rendered his final decision on the matter.

6. Recesses and Continuances: The Examiner agrees to set all recessed or continued hearings to a time certain whenever possible. The Examiner will coordinate such rescheduling with the City to ensure that adequate facilities will be available.

7. Payment:

7.1 The City will pay the Examiner at the rate of One Hundred and Fifty and No/100 Dollars (\$150.00) per hour for services provided by the Examiner. Said charges will be for time actually devoted by the Examiner to rendering services under this Agreement. Payment will be for hearings assigned, and time necessary for hearing and decision preparation. Any additional time the Examiner may choose to spend that is not necessarily attributable to the assigned case will not be charged to the City, unless approved in advance of such billings. Personal automobile use, where such use is directly attributable to the Examiner duties; will be reimbursed at the rate used for employees of the City. The City shall reimburse for any copies at a rate of \$0.10 per page, and faxes at \$0.50 per page, plus any actual delivery or postage cost incurred. Subject to obtaining City's prior approval in writing, City will also reimburse reasonable expenses not to exceed \$35.00 per hour for a court report or professional note taker.

7.2 The hourly compensation for the Hearings Examiner shall be adjusted on each anniversary date of this Agreement. The adjustment shall be the percentage change that occurs in the Consumer Price Index, All Urban Consumers, for the Portland Metropolitan Area, All Items (1982-84 = 100) for the period March to March, as published by the Bureau of Labor Statistics, United States Department of Labor, or as said index may be revised. In no event shall the rate be lower than One Hundred and Fifty and No/100 Dollars (\$150.00) per hour.

7.3 The Examiner agrees to submit separate monthly billings, itemized by case and time spent in hearings and in preparation, with subtotals for land use items separated from enforcement or other items. The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. City and contractor agree that any amount paid in error by City does not constitute a rate change in the amount or the contract.

7.4 The City reserves the right to correct any invoices paid in error according to the rates set forth in this agreement. City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount or the contract.

8. Term: This Agreement shall become effective upon execution by both parties and shall continue indefinitely until terminated pursuant to Section 10.

9. Amendments: This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between City and the Examiner and shall be incorporated in written amendments to this Agreement.

If the Examiner is delayed at any time in the progress of providing services covered by the Agreement, by any causes beyond Examiner's control, the time for performance may be extended by such time as shall be mutually agreed upon by Examiner and City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to City and approved by City Council.

10. Termination: Either party may cancel this agreement upon forty (40) days written notice to the other party.

11. Entire Agreement: The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and be cause for termination.

12. Relation of Parties: The Examiner, its subconsultants, agents and employees, if any are independent contractors performing professional services for City and are not employees of City. The Examiner, its subconsultants, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City

employees. The Examiner, subconsultants, agents and employees shall not have the authority to bind City any way except as may be specifically provided herein.

13. Ownership of Records and Documents: All materials, writings and products produced by Examiner in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Examiner hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Examiner.

14. Evaluation and Compliance with the Law: The Examiner shall have the authority to control and direct the performance and details of the work described herein. The Examiner agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

15. Governing Law/Venue: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. The Examiner shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

16. Time of Essence: Both Parties recognize that time is of the essence in performance of the provisions of this contract.

17. Waiver: It is also agreed by the parties that the forgiveness of the noncompliance of any provision of this contract does not constitute a waiver of the provisions of the same or other provisions of this contract.

DATED this 17th day of July, 2007.

CITY OF CAMAS

By: Paul D. [Signature]
Mayor

[Signature]
EXAMINER