

CONTRACT AGREEMENT

BETWEEN

**FINANCIAL CONSULTING
SOLUTIONS**

GROUP, INC.

Redmond Town Center

7525 – 166th Ave. NE, Suite D-215

Redmond, Washington 98052

AND

CITY OF CAMAS

616 NE Fourth Avenue

P.O. Box 1055

Camas, WA 98607

PROJECT: Parks Impact Fee Study

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **City of Camas**, as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I** - **Relationship of the Parties**
- Section II** - **Contract Provisions**
- Exhibit A** - **Scope of Work and Task Plan**
- Exhibit B** - **Fee Schedule**

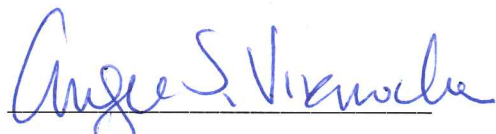
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20_____.

APPROVED:

**FINANCIAL CONSULTING
SOLUTIONS GROUP, INC.**

APPROVED:

CITY OF CAMAS



Angie Sanchez Virnoche
Principal

Date: _____

Name:
Title:

Date: _____

ATTEST:

SECTION I: RELATIONSHIP OF THE PARTIES

The **City of Camas** ("Client"), desires to **Parks Impact Fee Study** ("Project"). In furtherance of the Project, the Client hereby contracts with **Financial Consulting Solutions Group, Inc.** ("FCS GROUP") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, Steve Wall, or a designee or designees identified in writing to FCS GROUP by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. Scope of Work: FCS GROUP shall perform the service for the Client which as defined in Exhibit A of this Agreement.

2. Time for Completion: The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS GROUP within a time frame approximating that shown by the following schedule:

Notice to Proceed: Upon signature of contract agreement by both parties.

Completion of Project: On or before June 30, 2018.

FCS GROUP agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by FCS GROUP and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS GROUP is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS GROUP's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS GROUP, and the suspensions last longer than 90 consecutive days, FCS GROUP shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. Payment: FCS GROUP will be paid by the Client on a time and materials basis as outlined below and in accordance with the standard billing rates attached hereto as Exhibit B. Direct expenses will be charged as identified in Exhibit B. FCS GROUP agrees to perform the services as set forth in Exhibit A at a cost not to exceed \$32,220. It is understood that FCS GROUP will not exceed this amount without the Client's prior written authorization.

Payment to FCS GROUP for services set forth in Exhibit A shall be: an amount equal to FCS GROUP's standard billing rates as set forth in Exhibit B multiplied by the actual hours worked. Should any unforeseen project delays, not caused by FCS GROUP, and/or any requested amendments to the original scope of work, cause this contract to extend more than 90 days past the original contracted schedule date, any work and/or amendments to the work shall be billed at the standard billing rates in effect for the period of time the work is being performed. If said change in billing rates will cause the project to exceed the amount stated in the preceding paragraph, a change order will be prepared and signed by both parties.

FCS GROUP will invoice Client monthly and payment shall be made within 30 days of receipt of invoice.

4. Supplemental Agreements: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope and associated costs and payment.

5. Work to be Accomplished: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. Termination: This contract may be terminated by the Client by giving FCS GROUP written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS GROUP shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS GROUP shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS GROUP's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

7. Indemnity: FCS GROUP shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS GROUP hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS GROUP's negligent performance of the provisions of this Agreement; provided that if the Client and FCS GROUP are concurrently negligent, FCS GROUP shall be required to indemnify and defend only in proportion to negligence of FCS GROUP. These indemnity provisions shall not require FCS GROUP to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

8. All Work Produced is Joint Property of FCS GROUP and the Client: Subject to the public disclosure laws of the State of Washington, of which client is subject, the materials, computer programs, reports, calculations, analyses, etc., generated by FCS GROUP under this contract including the final report shall be the joint property of the Client and FCS GROUP. FCS GROUP may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS GROUP does not intend or imply any warranty of those programs.

9. Financial Forecasts: Neither FCS GROUP's name nor the report and its financial projections may be referred to or included in any prospectus or as a part of any offering or representation made in connection with the sale of securities or participation interests to the public, whether through a public or private offering.

The information used in developing the forecast assumptions will be derived from published information and other sources FCS GROUP considers appropriate. However, FCS GROUP cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS GROUP cannot represent that the projected financial statements will be representative of the results that actually occur. FCS GROUP will endeavor to include appropriate comments drawing the readers' attention to these matters.

10. Integrated Agreement: This agreement together with attachments or addenda, represents the entire and integrated agreement between the Client and FCS GROUP supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS GROUP.

11. Independent Contractor: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS GROUP shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS GROUP shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

12. Equal Opportunity: FCS GROUP is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

13. Notices: Notices to the Client shall be sent to the following address:

City of Camas
Attention: Steve Wall, Public Works Director
616 NE Forth Avenue
P.O. Box 1055
Camas, WA 98607

Notices to FCS GROUP shall be sent to the following address:

Financial Consulting Solutions Group, Inc.
Attention: Angie Sanchez Virnoche, Principal
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

EXHIBIT A: SCOPE OF WORK AND TASK PLAN

The following work tasks have been developed to complete a Parks Impact Fee Study. The City's study needs were discussed with Steve Wall, Public Works Director on January 26, 2017. Parks impact fees are generally calculated using a standards or an improvements-based approach. Under an improvements-based approach, the fee is calculated after an allocation of planned projects between existing needs and growth needs. A standards-based approach begins instead with an adopted standard or existing service level. If the city is not meeting the adopted standard, then there is by definition a deficiency that must be met using non-impact fee funds. However, if the City determines to target a service level which is equivalent to its existing service level, instead of a higher adopted standard, then there is no deficiency – and impact fees may be used on all of the projects in the project list.

This task will develop a park impact fee, as authorized in RCW 82.02.050 – 82.02.110, for the City's Parks & Recreation department. Alternative methodology options will be discussed in a separate memo. The tasks to be performed for this study are as follows:

Task 1 | Kick-Off Study

Provide a data needs list to the City in advance of the kickoff meeting. Review data, to be provided electronically by the City. Meet with City staff to discuss initial data questions, identify and agree on any key policy issues to be addressed, discuss policy objectives, and kickoff the study.

Task 2 | Methodology Development

Task Two is the development of an agreed-upon policy framework that will guide calculation of impact fee options and resulting rates. Alternatives to address each key policy issue will be defined and analyzed against key evaluation criteria. The pros and cons of each alternative will be carefully described and evaluated. Key policy issues to be addressed will likely (but are not limited to) include the following:

- Impact fee methodology options (to include improvements-based, standards-based, and hybrid approaches)
- Area-specific impact fees

Task 3 | Develop and Complete Technical Analyses

This task will include the following technical components:

- Set up a spreadsheet model to calculate park impact fee alternatives using up to three (if desired) approaches to the charge calculation.
- Incorporate staff information and input into analysis.
- Meet with City staff to review initial results.
- Calculate the impact fee(s), as allowed and applicable, from information and input received.

Task 4 | Presentations

This proposal includes three (3) presentations with stakeholders and City Council:

- Prepare for and participate in two (2) meetings with stakeholders to present and discuss findings. It is assumed that this meetings will include representatives of the development community.
- Prepare for and participate in a meeting with the City Council, to present and discuss findings.

Task 5 | Documentation

A written report documenting the impact fee study process, methodology, key assumptions, results and recommendations, including technical appendices, will be provided. This task will include:

- Prepare a draft report for review by the City.
- Complete and provide a final report integrating City review comments.

EXHIBIT B: FINANCIAL CONSULTING SOLUTIONS GROUP, INC. FEE SCHEDULE

TASK	Managing Principal	Technical Manager	Staff Consultant	Admin. Support	Total Estimated Hours	Total Budget
<i>Hourly Billing Rates:</i>	\$255	\$170	\$125	\$80		
Task 1 kickoff Study	8		8		16	\$ 3,040
Task 2 Methodology Development						
Methodology memo	4	2	12	4	22	\$ 3,180
Incorporate review comments	2		4	2	8	1,170
Task 3 Tehnical Analysis						
Set up spreadsheet model	2	4	16		22	\$ 3,190
Refine calculation inputs	2	2	12		16	2,350
Staff review meeting (1 on-site)	8		8		16	3,040
Calculate impact fees(s)	2	2	8		12	1,850
Task 4 Presentations						
Stakeholder meeting (2 on-site)	16		8	4	28	\$ 5,400
Council / public meeting (1 on-site)	8		4	2	14	2,700
Task 5 Documentation						
Prepare draft report	2	4	24		30	\$ 4,190
Complete final report	2	2	4	2	10	1,510
TOTAL TASKS	56	16	108	14	194	\$ 31,620
Expenses (mileage 3 round trips)						\$ 600
TOTAL LABOR BUDGET	56	16	108	14	194	\$ 32,220

DIRECT EXPENSES

Direct Expenses will not be charged for ordinary project-related expenses. For any client-requested extraordinary expenses, specific terms will be established prior to expenditure and billing.