

PRELIMINARY AGENDA FOR REGULAR MEETING

January 2, 2025

I. OPEN SESSION

12:00 PM

Pledge of Allegiance

PUBLIC COMMENT: ITEMS ON THE AGENDA

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

City of Camas/City of Washougal Updates

CONSENT ITEMS

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If a separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

A. Approval of Minutes of the Special Meeting on December 17, 2024.

B. Approval of Checks

C. Lease Termination Building 14 Bay 3- 54-40

D. Strategic Plan Consultant Contract

NEW BUSINESS/DISCUSSION ITEMS

E. Resolution 1-25 Surplus of Property- Director of Finance Krista Cagle

F. Resolution 2-25 Budget Schedule- Director of Finance Krista Cagle

PUBLIC COMMENT

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

ACTION ITEMS

G. Resolution 1-25 Surplus of Property

H. Resolution 2-25 Budget Schedule

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

Regular business and meetings that may be attended by members of the Commission:

Date

January 15, 2025

Meeting

Hyas Point Open House @ Port Office 4:30 PM

(*Denotes events in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339

Passcode: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09#success>

MINUTES OF THE SPECIAL COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
December 17, 2024

By: Mackenzey Thomason, Administrative Assistant

A Special Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually on Tuesday, December 17, 2024, at 12 p.m.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer Trang Lam, Director of Finance Krista Cagle, Director of Business & Real Estate Derek Jaeger, Director of Facilities Eric Plantenberg, Environmental Project Manager Jennifer Taylor, Leasing Agent Jessica Warta, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access through a designated Zoom conference call line or video link.

At 12:00 p.m. following the Pledge of Allegiance, Commissioner Keister called to open the Special Session public meeting to order. The meeting is being recorded and the chat function has been disabled.

PUBLIC COMMENT #1 (Items on the Agenda):

No comments.

City Updates:

City of Camas

Commissioner Spencer stated he was at the most recent City of Camas meeting, and they had discussed getting more representatives to attend the RTC meetings.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on December 4, 2024, electronic payments and the issuance of general fund checks 9958-9985, in the total amount of \$445,687.41 were presented for approval. After a brief discussion, a motion was made by Commissioner Spencer and seconded by Commissioner Marshall, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION ITEMS:

Strategic Plan-Consultant Contract: CEO Trang Lam

Lam stated at the end of next year, the Port's current strategic plan will sunset, and we will kick off a new strategic plan for 2026-2030 in January 2025. Lam stated the Port hopes that the plan will be done by July right when budgeting season begins so it can be used accordingly. Lam stated five years ago the Port had spent about \$50,000 on its strategic plan, however, the consultant group chosen to aid with this plan will come in at \$67,000. Lam stated this strategic plan will differ from those in the past. Lam stated Port staff will come to the commission more often to keep the commission informed and get your feedback. We plan to complete stakeholder interviews. Lam explained Port staff will also be going to meet with both cities to provide updates and plan an open house where the community can provide feedback. Lam stated this process will

kick off once the contract is signed and she anticipated that to happen the first or second week of January.

Utility Easement-Waterfront Development: CEO Trang Lam

Lam stated the utility easement is so RKM, who is developing the Port's waterfront property can work towards adding infrastructure during phase one of construction. Lam explained that phase one will consist of site improvements, new infrastructure, and four mixed-use buildings. Lam stated the easement is to add public utilities to the entire property. Lam explained the City of Washougal is aware of this easement and has been active in the entire planning process. Approval will be requested during action items.

Lease Termination-Buildings 12, Bay 2, PFS: Director of Business & Real Estate Derek Jaeger

Jaeger explained Plastic Forming Services wishes to terminate their lease due to purchasing a building they wish to relocate to. Jaeger explained PFS has been a tenant of the Port since 2013. Jaeger stated they plan on vacating in February of 2025. Jaeger explained the new tenant taking over their space, Generator Guy will lease the space with a sub-tenant, Henson Electric. Jaeger stated Generator Guy is a local family-owned business with over 30 years of service. Jaeger stated the new lease will begin in February 2025 and will cost \$3,412.50 per month which is \$.91 per square foot. Jaeger explained Generator Guy will be required to submit a deposit, and the monthly lease will go up by 3% annually.

Sixth Amendment to Ground Lease-Ferguson: Director of Business & Real Estate Derek Jaeger

Jaeger stated this amendment reflects added parking changes on South 28th Street. Jaeger explained additionally, it will add a new gate location for the adjacent businesses. Jaeger stated there is no change to the current number of parking spaces leased or to the lease itself. Approval will be requested during action items.

Change Order 6-Swofford Waterfront Soils: Environmental Project Manager Jennifer Taylor

Taylor explained the change order is to obtain 2,000 tons of structural fill material. Taylor stated the change order would increase the contract dollar amount by \$52,080.00. Taylor stated the requested amount is in the overall budgeted amount for the project. Approval will be requested during action items.

Lease Termination-Building 14, Bay 3 54-40: Director of Business & Real Estate Derek Jaeger:

This item was added to the agenda after it was posted to the Port's website. Jaeger stated 54-40 has been a tenant in Building 14, Bay 3 since 2021 and no longer sees use for the space. Jaeger explained they want to terminate their lease early which originally expires in August 2025. Jaeger stated the Port's maintenance team has plans to occupy the space for their storage needs.

PUBLIC COMMENT #2:

City of Washougal Council Member Ernie Suggs:

Suggs wished everyone a Merry Christmas and a Happy Holiday. He expressed his appreciation for the Port's support for the City of Washougal and his excitement to see the waterfront development take off this year.

ACTION ITEMS:

Adoption of the Resolution Supporting Replacement of the I-5 Bridge:

Commissioner Keister requested formal approval of the adoption of the Resolution Supporting the Replacement of the I-5 Bridge as presented during discussion items. Upon motion by Commissioner Keister seconded by Commissioner Marshall and carried unanimously, the approval of the adoption of the Resolution Supporting the Replacement of the I-5 Bridge is effective December 17, 2024.

Utility Easement-Waterfront Development

Commissioner Keister requested formal approval of the Utility Easement Waterfront Development presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the approval of the Utility Easement Waterfront Development is effective December 17, 2024.

Sixth Amendment to Ground Lease-Ferguson

Commissioner Keister requested formal approval of the Sixth Amendment to Ground Lease-Ferguson as presented during discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Spencer and carried unanimously, the approval of the Sixth Amendment to the Ground Lease-Ferguson is effective December 17, 2024.

Change Order 6-Swofford Waterfront Soils

Commissioner Keister requested formal approval of the Change Order 6-Swofford Waterfront Soils as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the approval of the Change Order 6- Swofford Waterfront Soils is effective December 17, 2024.

STAFF REPORTS & COMMENTS

Director of Business & Real Estate Derek Jaeger:

Jaeger stated he attended the WBA holiday event last week. Jaeger stated the Camas-Washougal Community Chest is putting on an event on Valentine's Day this year between 5:30 pm-8:30 pm where there will be live music and a served dinner. Jaeger stated the event will cost \$75 per person. Jaeger stated the shuffling of tenants in the Industrial Park is keeping him busy.

CEO Trang Lam:

Lam thanked Commissioner Spencer and Keister for attending the WPPA Annual Conference last week. Lam stated the conference was highly attended. Lam gave her congratulations to former Port CEO, David Ripp for winning the lifetime membership award. Lam stated he will be missed by many. Lam stated she attended the Downtown Camas Advisory Committee Comprehensive Plan meeting. Lam stated they spoke about land use concepts and surveys. Lam stated they are working on looking at the preferred option surrounding 3rd Avenue. Lam explained the options included a high-density 3rd avenue, an auto-oriented 3rd avenue, and a medium-density surrounding 3rd avenue. Lam stated option three is the current most popular option. Lam also explained the City of Camas is updating their plan to create boundaries that define the Downtown

Camas area, which will include a portion of the the Mill property. Lam stated the city is share their civic plaza area idea within the city hall, library and new fire station; and that they also completed an open space study which identifies Dallas Street as a green street with additional public amenities. Lam stated DCA has been very supportive. Lam wished everyone a happy holiday and stated she would be out of the office next week.

Director of Facilities Eric Plantenberg:

Plantenberg stated his team is finishing up winterizing right now. Plantenberg also stated the Port has a levy inspection this week and explained it would be interesting to find out what new information is brought up.

Environmental Project Manager Jennifer Taylor:

Taylor stated she was wrapping up 2024 projects. Taylor explained the Waterfront Soils project is moving forward and they are waiting on documents to move it toward completion.

Director of Finance Krista Cagle:

Cagle stated she wanted to come to a consensus with the commission regarding the Reflection Plaza Project for the City of Washougal. The commission agreed to donate \$2,500, which will be matched. Cagle explained the Port will use the money from their art fund towards the project. Cagle wished everyone a happy holiday.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Spencer:

Spencer stated the WPPA Conference was great. Spencer stated he enjoyed driving up with Lam and it was great to get to know the Port's new CEO better. Spencer stated it was great to see Ripp win an award at the conference. Spencer stated he briefly spoke to Keister about grant funding at the state level. Spencer stated other funding options will need to be investigated for the Slough Bridge in Camas. Spencer also spoke about Cowlitz County's conversation surrounding better access to electricity. Spencer wished everyone a happy holiday.

Commissioner Marshall:

Marshall stated she was looking forward to a big year coming up in 2025.

Commissioner Keister:

Keister stated the WPPA Conference had great information and ideas. Keister stated instead of bringing up the Slough Bridge as a safety issue, he was going to now bring it up as an economic issue. Keister stated he has connections at the Department of Transportation, and he will be reaching out to them. Keister also stated it was his last meeting as Commission President. Keister stated he is looking forward to Marshall serving as president in 2025. Keister explained this was his third term as president within the past seven years of being on the Port's Commission. Keister stated there were lots of great accomplishments this year including Hyas Point groundbreaking, hiring a new CEO, and continuing the relationships with the Cities of Camas & Washougal. Keister stated his term as Port commissioner will expire in 2025, but he plans to run again.

The meeting was Adjourned at 12:42 pm.

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Port of Camas-Washougal Staff Report (Consent Agenda Item)

ITEM TITLE: Lease Termination – Bldg 14, Bay 3 - 54-40

COMMISSION MEETING DATE: 1/2/2025

DEPARTMENT: *Business Development*

SUBMITTED BY: *Derek Jaeger*

STAFF RECOMMENDATION: Approval of Lease Termination- Bldg 14, Bay 3 for 54-40

SUMMARY: This item was discussed at the December 17, 2024, meeting. You can find the item packet here –

<https://portcw.com/docs/agendas/2024/December%2017%2C%202024%20WEBSITE%20Packet.pdf>

Port of Camas-Washougal Staff Report

ITEM TITLE:

COMMISSION MEETING DATE:

DEPARTMENT:

SUBMITTED BY:

STAFF RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:



PERSONAL SERVICES CONTRACTUAL AGREEMENT

This contract is made and entered into by and between the Port of Camas-Washougal, hereinafter referred to as the "PORT", and the below named firm, hereinafter referred to as "CONSULTANT".

Name (Consultant): MAUL FOSTER & ALONGI INC. (MFA)

Project Name: STRATEGIC PLAN UPDATE

Mailing Address: 330 E Mill Plain Blvd., Suite 405, Vancouver, WA 98660

Phone: 360-433-0223

In consideration of the commitments and conditions contained herein, including those set forth in Attachment "A" and any Exhibits hereto, incorporated herein as though fully set forth, the PORT and CONSULTANT do agree as follows:

PURPOSE: See attached proposal – Attachment B.

SCOPE OF WORK: See attached proposal – Attachment B.

PERIOD OF PERFORMANCE

The period of performance under this contract will be from January 2, 2025, or date of execution, whichever is later, through July 31, 2025.

TERMINATION

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, Port or Consultant may terminate this agreement on 30 days prior written notice to the other party. In the event of termination, all finished and unfinished work prepared by the Consultant pursuant to this Contract shall be provided to the Port. In the event the Port terminates this Contract prior to completion without cause, the Consultant may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The Consultant shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.

COMPENSATION

1. As full compensation for the performance of its obligations of this Agreement and the services to be provided, the Port shall pay Consultant the maximum amount as specified in this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subconsultant's fees, reimbursable expenses, and equipment expenses.
2. This will be accomplished on a time and materials basis and will not exceed \$67,466.00, without prior written approval from the Port.

Rate Schedule

| Personnel | Hourly Rate |
|--|-------------|
| See Attachment C – Schedule of Charges | \$ |
| | \$ |

3. To be eligible for payment, Consultant shall submit detailed numbered invoices showing description of work items being invoiced, work order number title of project, total authorized, total current invoice, and balance of authorization. Invoices shall be sent directly to the attention of Accounts Payable, at 24 South A Street, Washougal, WA 98671. Payment shall be made through the Port’s ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.
4. The Port may withhold payment to the Consultant for any work not completed to the Port’s satisfaction until such time as the Consultant modifies such work to the satisfaction of the Port.
5. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
6. In the event consultant incurs cost in excess of the sum stated above, Consultant shall pay such excess from its own funds, and the Port shall not be required to pay any part of such excess, and Consultant shall have no claim against the Port on account thereof.

PORT OF CAMAS-WASHOUGAL

MAUL FOSTER & ALONGI, INC.

BY:

BY:

NAME:

NAME:

TITLE:

TITLE:

DATE:

DATE:

Attachment A - Standard Terms

1. Representatives

The Port's Project Manager and Consultant's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. Key Personnel

The Consultant's key personnel, as described in Consultant's selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

3. Contract Administration, Records, and Right to Audit

All communications with the Port will be through the Port's Project Manager. The Project Manager shall provide Consultant with all information and documents pertinent to the services Consultant is to perform.

Until the expiration of six years after the term of this Agreement, Consultant agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

Upon the Port's request, Consultant shall make available to the Port all accounts, records, and documents related to the Scope of Work for the Port's inspection, auditing, or evaluation during normal business hours as reasonably needed by the Port to assess performance, compliance, and/or quality assurance under this Agreement.

4. Relationship of Parties

Consultant, is and shall be at all times during the term of this Contract, an independent Contractor, and not an employee of the Port. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

5. Conflict of Interest

No officer, employee or agent of the Port who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Consultant further covenants that in performance of this Agreement, no person having any such interest shall be employed.

6. Compliance with Laws

Consultant shall, during the term of this Agreement, comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

Consultant certifies that it has, or shall obtain prior to starting work under this Agreement, all licenses, registrations, permits and/or any other authorization required under federal, state, local or tribal law to perform the work as defined in this Agreement. Consultant agrees to indemnify and hold the Port harmless from and against any claims or demands made or brought against the Port and for costs (including, but not limited to attorneys' fees and costs), the Port incurs due to the Consultant's failure to: (1) comply with all applicable laws and regulations, and/or (2) have or maintain the required licenses, registrations, permits and/or other authorizations, as required by this Agreement.

In the event Consultant fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then Consultant authorizes the Port to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand made to the Port

by the governmental body. Any such payments shall be deducted from Consultant's total compensation. The Port shall furnish Consultant with the information required by the Hazard Communication standard for materials preexisting on the project site. Consultant will ensure that this information is made available to the Consultant's personnel and subconsultants and incorporated into the contract documents as appropriate.

7. Ownership of Work

The services to be performed by Consultant shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Consultant. Consultant shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Consultant. Consultant shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

8. Standard of Care

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or omissions in such work.

9. Disclosure

All information developed by the Consultant and all information made available to the Consultant by the Port, and all analyses or opinions reached by the Consultant shall be confidential and shall not be disclosed by the Consultant without the written consent of the Port.

10. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Consultant Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Consultant's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

11. Indemnification

Consultant shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees from any and all claims, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may be amended.

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 injuries or damages to property caused by or resulting from the concurrent negligence of the contractor/consultant and the City, its officers, officials, employees and volunteers, the contractor/consultant's liability hereunder shall be only to the extent of the contractor/consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor/consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. CONSULTANT RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

The indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.

12. Insurance

Consultant shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

- a. Worker's Compensation and Employer's Liability insurance as required by the State.
- b. Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- c. Automobile Public Liability Insurance coverage with total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident.
- d. All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. The Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B. The certificates of insurance shall specify the project name, project number, and contract number.
- e. The Consultant must furnish the Port with verification of insurance and endorsements prior to any release of funds.

13. Competitive Specification

If the scope of work includes development of specifications:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

14. Time

Time is of the essence in the performance by the Consultant of the services required by this Agreement. The Consultant shall complete its services within the milestones set forth in the project schedule. At the end of each month the Consultant shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Consultant shall also address issues, which may result in completion beyond the established schedule or budget.

If the time allotted for completion of Consultant's services is exceeded through no fault of Consultant, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to the Port within forty-eight (48) hours of consultant's learning of the delay. Consultant will provide such additional supporting data as the Port may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

The Port may suspend this Agreement, at its sole discretion, upon one week's advance notice to Consultant. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Consultant's reasonable expenses and shall be subject to verification. Consultant shall resume performance of services under this Agreement without delay when the suspension period ends

15. Assignability

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Consultant agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Thurston County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Non-Discrimination

During the term of this Agreement, the Consultant shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all applicable civil rights statutes and implementing regulations.

The Consultant shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon such third parties.

18. Governing Law and Venue

Washington law shall govern the interpretation of this Agreement. Clark County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

19. Waiver

A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.

20. Severability and Survival

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and

all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive completion, expiration of cancellation of this Agreement, shall survive termination of this Agreement.

21. Equal Opportunity to Draft

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

22. Captions

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

23. Concurrent Originals

This Agreement may be signed in counterpart originals.

24. Entire Agreement.

This Agreement represents the entire and integrated understanding between the Port and Consultant and may be amended only by written instrument signed by both the Port and Consultant. All previous or contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

25. Authority to Enter Into This Agreement

The undersigned Consultant representative, by his/her signature below, represents and warrants that he/she is fully authorized to execute this legally binding Agreement for and on behalf of Consultant and further represents and warrants that he/she acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

MFA Work Order Authorization

Between Maul Foster & Alongi, Inc. (MFA), and Port of Camas Washougal (Client).

Signing of this authorization by MFA and Client authorizes MFA to complete the work as described below (Work) under the terms and conditions of the Master Agreement for Professional Services with an effective date of: July 21, 2011, and the attached Schedule of Charges. The Master Agreement for Professional Services is fully incorporated herein by this reference.

MFA project number: M0229.10.002

Work order number: 01

Project name: Port of Camas-Washougal Strategic Plan Update

Project location: Camas, Washington

Scope of work: MFA will perform the Work indicated below.

Task 1—Project initiation and coordination

MFA will facilitate a kickoff meeting and hold biweekly core team meetings to coordinate with Port staff and move the process forward. MFA will also hold 15-minute, biweekly internal meetings to coordinate tasks and deliverables. MFA will provide progress updates and monthly invoices.

Assumptions:

- The kickoff meeting will be hybrid and one hour in duration. One MFA staff member will attend in person.
- Biweekly core team meetings with Port core team and MFA staff will be 30 minutes in duration, held via a virtual platform.
- Internal coordination meetings will be 15 minutes in duration.
- Monthly invoices and progress updates.

Deliverables:

- Agenda and facilitation for kickoff meeting.
- Agendas and facilitation for biweekly, 30-minute core team meetings through the life of the project.
- Monthly invoices, including short progress reports.

Task 2—Internal and external engagement

MFA will facilitate engagement with key internal and external interested parties to help ensure the strategic plan update builds on and reflects key priorities and a diversity of key interested party needs. Task 2 includes individual interviews with Port Commissioners and key interested parties, such as community partners, senior Port staff, and select Port tenants. The interviews are intended to generate understanding and support for the update process, identify priorities and challenges, and begin to develop a sense of desired future direction. The information will be kept in a summary fashion and not attributed to specific individuals.

MFA will also engage Port staff through two staff workshops and the capability to anonymously share input through a physical or digital “comment box.” MFA will attend up to 4 Port Commission meetings to provide updates and facilitate

discussions. MFA will coordinate with the Port to develop a public involvement plan and support the Port as it hosts one public open house.

The focus of engagement includes:

Commission Meeting 1 occurs as MFA is conducting background research in Task 3 and interviews with key interested parties in Task 2, but prior to interviews with the Port Commission. This meeting focuses on introducing the update process, reminding the Commission about the context in which it occurs, and discussing the format and structure of the updated plan. The items covered in this meeting include:

- Strategic planning overview, process, and timeline.
- Reviewing the statutory authorities of ports, to the extent necessary (“Ports 101”).
- Reviewing the Port’s current plan and discussing and confirming changes for the plan update.

Staff Workshop 1 occurs after Commission Meeting 1 and prior to Commission Meeting 2. We can realize budget efficiencies by holding this on the same day as Commission Meeting 1. This workshop introduces the process and gathers staff input to inform the planning process. The items covered in this workshop include:

- Introducing staff to strategic planning, the Comprehensive Scheme of Harbor Improvements, and the Port’s process.
- Reviewing the Port’s current mission, vision, goals, strategies, and tactics.
- Identifying strengths, weaknesses, opportunities, and threats for the Port to inform the strategic planning process.

Commission Meeting 2 occurs after the interviews with key interested parties and focuses on understanding and alignment around potential update to the Port’s goals. The items covered in this meeting include:

- Reviewing outcomes of the key interested parties interview process and Staff Workshop 1.
- Discussing refinement of goals.

Staff Workshop 2 will be oriented toward providing brief review of stakeholder interviews and updating staff on the refined future goals and strategies resulting from Commission Meeting 2. This includes outlining the initiatives and actions the Port can pursue to achieve goals. We will provide the support needed for the Port core team to lead this discussion. The items covered include:

- Reviewing and providing feedback on proposed updates to new or updated goals and strategies.

Public Open House is oriented toward articulating the Port’s collective vision for the future and evaluating the goals and strategies for achieving it. The open house would be set up as a series of stations for attendees to learn, talk with project staff, and provide individual comments. There would not be a formal presentation; rather, the open house would be a “drop in anytime” opportunity. The items covered in the open house include:

- Introducing the community to strategic planning and the Port’s process.
- Reviewing and providing feedback on proposed updates to the goals, strategies, and tactics.

Commission Meeting 3 supports further refinement and alignment around goals and strategies and orients the Commission to action planning. The items covered include:

- Reviewing outcomes from Staff Workshop 2 and the public open house.
- Reviewing and confirming updated goals, strategies, and tactics.
- Reviewing the Action Plan template.

Commission Meeting 4 is when the Board of Commission typically considers the updated plan for adoption. MFA can attend virtually, but to preserve budget, would not present information at this meeting.

Assumptions:

- MFA will provide facilitation and notes for up to 2 staff workshops. One of these workshops will be in-person, with up to 2 MFA staff in attendance.
- MFA will conduct 3 individual one-hour interviews with Port Commissioners.
- MFA will conduct 30-minute interviews with up to 8 key interested parties, including community partners, tenants, and senior Port staff.
- The Port will identify key interested to be interviewed and will be responsible for requesting the participation of those key interested parties and introducing MFA via email.
- The Port will schedule interviews with key interested parties and Port Commissioners. Interviews will be conducted by phone or virtual platform.
- Summaries from interviews, staff workshops, and the staff comment box will not attribute specific comments or feedback from staff, key interested parties, or Commissioners.
- MFA will present updates and facilitate discussions in up to 3 Port Commission meetings and can attend a fourth as directed by the Port. MFA's attendance at Port Commission meetings will be virtual.
- MFA will draft and assist in implementing a public involvement plan that includes goals, audiences, messages, tools and tactics.
- MFA will provide up to 30 hours of support to implement the public involvement plan, including content development and graphic layout of public involvement materials, as directed by the Port.
- MFA will support one public open house hosted by the Port, including travel time and attendance by up to two MFA staff.
- The Port will manage scheduling and logistics associated with the open house and workshops.

Deliverables:

- Summary of interviews with key interested parties.
- Agendas, facilitation, and notes for up to 2 staff workshops.
- Attendance and presentations for up to 4 Commission meetings.
- One draft and one final public involvement plan.
- Content development and graphic layout for public involvement materials (e.g., informational handout, open house displays). One draft and one final for each piece developed.
- Summary of open house feedback.

Task 3—Strategic plan development

Task 3 is the preparation of draft and final documents based on the input received through the completion of Tasks 1 through 2 and background research conducted under this task. The documents will be developed in a targeted format (i.e., understandable with an appropriate amount of detail, supported with complementary graphics) that is readily implementable as a planning aid and communication piece to interested parties, constituents, staff, and the Commission. MFA will present the outcomes of the strategic planning effort during a Commission meeting.

Assumptions:

- MFA will provide up to 16 hours of research, in alignment with staff and community input and as directed by the Port.
- The Port will provide all relevant existing background documents (electronically), including any changes, amendments, or updates.
- MFA will develop strategic plan content and manage graphic layout and coordinate review with Port staff. MFA will be responsible for integrating review comments and edits.
- MFA will provide up to two drafts of strategic plan content for review and editing prior to graphic layout.
- MFA will provide one draft and one final strategic plan.

Deliverables:

- Up to two drafts of plan content in Microsoft Word.
- One draft and one final strategic plan, graphically laid out in InDesign.
- One final plan .pdf, suitable for printing and website publication.

Task 4—Action plan

MFA will develop a customized action plan template to help the Port implement its strategic plan. The Port may use the action plan template to develop an action plan to implement its strategy.

Assumptions:

- MFA will spend up to 6 hours developing a Microsoft Excel action plan template that is synchronized with the Port's final goals and strategies.

Deliverables:

- One draft and one final action plan template.

Schedule of work:

January 2 – July 31, 2025

In preparing the scope of work, MFA has assumed:

- Travel time and mileage for two roundtrips from Vancouver, one roundtrip from Seattle, and one roundtrip from Portland to staff the first Port staff workshop and public open house.

- Coordination meetings will be conducted virtually unless otherwise specified or agreed upon between the Port and MFA when additional in-person meetings are within budget.
- SharePoint will be used for filesharing.

A full action plan and implementation has been excluded from the scope of work. These items can be provided at the Port's request as a change to the scope of work and an extra fee to be negotiated.

MFA will begin work within 14 days of receiving authorization to proceed. This proposal is valid for 60 days.

Estimated cost of work:

The cost to complete the scope of work is \$67,466. This cost estimate does not represent a lump sum. MFA bills on a time-and-materials basis. MFA may apply money from one task to another to complete the scope of work.

| Task | Maul Foster & Alongi, Inc. | | | Subcontractors | Total |
|---------------------------------------|----------------------------|----------|--------|----------------|-----------------|
| | Hours | Labor | Direct | | |
| 1 Project Initiation and Coordination | 66 | \$12,890 | \$23 | \$4,025 | \$16,938 |
| 2 Internal and External Engagement | 149 | \$26,575 | \$353 | \$8,625 | \$35,553 |
| 3 Strategic Plan Update | 66 | \$11,920 | \$0 | \$1,725 | \$13,645 |
| 4 Action Plan | 6 | \$1,330 | \$0 | \$0 | \$1,330 |
| Total Estimated Cost | | | | | \$67,466 |

So agreed to this 2nd day of January 2025.

By Maul Foster & Alongi, Inc.

By Port of Camas-Washougal

Signature
Alan Hughes

Printed Name
Principal Geologist

Title

Signature
Trang Lam

Printed Name
Chief Executive Officer

Title



Schedule of Charges

PERSONNEL CHARGES

| | |
|-----------------------------|------------------|
| Principal | \$275 – 295/hour |
| Senior | \$210 – 265/hour |
| Project | \$180 – 215/hour |
| Analyst..... | \$175 – 190/hour |
| Staff | \$150 – 170/hour |
| Graphic Design | \$145 – 160/hour |
| Technician..... | \$140 – 160/hour |
| Administrative Support..... | \$115 – 135/hour |

Depositions and expert witness testimony, including preparation time, will be charged at 200 percent of the above rates.

Travel time will be charged in accordance with the above rates.

Subcontractors

Charges for subcontractors will be billed at cost plus 15 percent.

Expenses

Charges for outside services, equipment, and facilities not furnished directly by Maul Foster & Alongi, Inc. will be billed at cost plus 10 percent. Such charges may include, but shall not be limited to the following:

| | |
|--|----------------------|
| Printing and photographic reproduction | Rented equipment |
| Rented vehicles/mileage | Shipping charges |
| Transportation on public carriers | Meals and lodging |
| Special fees, permits, insurance, etc. | Consumable materials |

Direct Charges

Charges for specialized software modeling and equipment are as specified in the scope of work.

Field equipment rates are set forth in the Field Equipment Rate Schedule.

The rates for document production are set forth in the Document Production Rate Schedule.

Rate Changes

Schedule of Charges are subject to change without notice.

RESOLUTION NO. 1-25

A RESOLUTION of the Commission of the Port of Camas-Washougal, Washington, authorizing the Chief Executive Officer to sell surplus Port non-real property of less than \$22,830.00 value, and directing the procedures for such sales.

BE IT RESOLVED by the Port Commission of the Port of Camas-Washougal as follows:

- Section 1. The Port's Chief Executive Officer is authorized, pursuant to RCW 53.08.090, to sell and convey surplus Port District non-real property having a value of less than Twenty-two Thousand Eight Hundred Thirty and No/100 Dollars (\$22,830.00). The Port's Chief Executive Officer shall have this authority for a period of one (1) year from the date of this resolution.
- Section 2. Prior to the sale or conveyance of non-real property pursuant to this resolution, the Port's Chief Executive Officer shall compile an itemized list of the property to be sold, together with the value placed on each item by the Chief Executive Officer. The list shall be submitted to the Port Commission, together with the Chief Executive Officer's written certification that the listed non-real property is no longer needed for the Port District purposes, no later than seven (7) days before the sale.
- Section 3. The Chief Executive Officer shall determine the methods, terms and conditions of sales made pursuant to this resolution. When less than the full purchase price is paid at the time of purchase, the sale shall comply with the limitations of RCW 53.08.091.
- Section 4. Items of non-real property having a value of less than Twenty-two Thousand Eight Hundred Thirty and No/100 Dollars (\$22,830.00) may be sold without advertisement and without public competitive bid. The Chief Executive Officer shall notify the Commission in his written certification that he intends to sell non-real property pursuant to this section. The Commissioners, Chief Executive Officer and Port employees may not purchase items sold pursuant to this section.
- Section 5. Except as provided above, all sales made pursuant to this resolution shall be by public competitive sale, either through open auction or sealed bids. The sale shall be advertised by the Chief Executive Officer at least fourteen (14) days prior to its occurrence.

Section 6. Non-real property having a value in excess of Twenty-two Thousand Eight Hundred Thirty and No/100 Dollars (\$22,830.00) shall not be divided into components of less than \$22,830.00 and sold pursuant to this resolution, unless the sale is authorized by the Commission and is by public competitive bid.

ADOPTED at the regular meeting of the Commissioners of the Port of Camas-Washougal on January 2, 2025.

PORT OF CAMAS-WASHOUGAL

By: _____

Commissioners

RESOLUTION NO. 2-25

A RESOLUTION of the Commissioners of the Port of Camas-Washougal, establishing alternate dates for filing final budget for calendar year 2026, establishing other alternate dates, and declaring an effective date.

DECLARATIONS

1. The Port of Camas-Washougal is a port district organized and existing under RCW Title 53 and is a municipal corporation of the State of Washington.

2. Pursuant to RCW 53.35.045, the Commissioners of the port district may file with the clerk of the county legislative authority a certified copy of the port district final budget, provided for in RCW 53.35.040, on the first Monday in December, rather than the date established in RCW 53.35.040, and may establish alternate dates relating to the budget process.

3. The Commissioners of the Port of Camas-Washougal desire to use the alternate budget date for filing of its final budget for calendar year 2026, and to establish other dates to conform to that alternate budget process.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE PORT OF CAMAS-WASHOUGAL AS FOLLOWS:

1. Pursuant to RCW 53.35.045, the Commissioners of the Port of Camas-Washougal will file its final budget for calendar year 2026, by December 1, 2025.

2. The following alternate dates will be utilized by the Commissioners of the Port of Camas-Washougal, to conform to the alternate date for final budget filing:

| <u>Date</u> | <u>Event</u> |
|--------------------------|---|
| <u>October 15, 2025</u> | Adoption of Preliminary Budget |
| <u>November 6, 2025</u> | First Publication of Preliminary Budget's Adoption |
| <u>November 13, 2025</u> | Second Publication of Preliminary Budget's Adoption |
| <u>November 19, 2025</u> | Public Hearing on Final Budget |
| <u>November 19, 2025</u> | Adoption of Final Budget |

3. This resolution shall take effect upon its adoption by the Commissioners of the Port of Camas-Washougal at a regularly scheduled meeting. In the event of the cancellation or alteration of meetings, the events listed above shall be deemed to have been moved to the nearest meeting at which the Port is authorized to take action, but this resolution need not be amended.

ADOPTED at the regular meeting of the Commissioners of the Port of Camas-Washougal on January 2, 2025.

PORT OF CAMAS-WASHOUGAL

By:
