

Schroader, Kathy



From: Wisner, Sonja
Sent: Tuesday, December 01, 2015 9:00 AM
To: Schroader, Kathy
Subject: FW: Draft MOU for FSEIS
Attachments: MOU Clark County doc, ATT00001 htm

Fyi and for the record

From: Orjiako, Oliver
Sent: Tuesday, December 01, 2015 8:40 AM
To: Wisner, Sonja
Subject: FW: Draft MOU for FSEIS

FYI

From: McCauley, Mark
Sent: Monday, November 30, 2015 6:28 PM
To: Cook, Christine; Orjiako, Oliver
Subject: Fwd: Draft MOU for FSEIS

Sent from my iPhone

Begin forwarded message

From: "Madore, David" <David.Madore@clark.wa.gov>
Date: November 30, 2015 at 5:47:49 PM PST
To: "McCauley, Mark" <Mark.McCauley@clark.wa.gov>
Subject: FW: Draft MOU for FSEIS

Mark,

As soon as I sent you the email regarding the Comp Plan implementation, I see that they sent me this MOU. So I am forwarding it to you to prepare your part

Thank you,

David

From: R. W. Thorpe & Associates, Inc. [<mailto:admin@rwta.com>]
Sent: Monday, November 30, 2015 5:24 PM
To: Madore, David
Cc: 'Lee A. Michaelis, AICP'
Subject: Draft MOU for FSEIS

David,
Attached is a draft MOU for your review. If you have any questions please contact Robert

Thank you

Stacey

R W Thorpe & Associates, Inc
2737 78th Avenue SE, Suite 100
Mercer Island, WA 98040
Phone: (206) 624-6239
Web www.rwta.com

R.W. THORPE & ASSOCIATES, INC.

Seattle • Anchorage • Denver • Withröþ

❖ Planning | Landscape Architecture | Project Management | Environmental | Economics ❖

PRINCIPALS

Robert W Thorpe, AICP, President

ASSOCIATES

Lee A Michaelis, AICP, Senior Associate

Stephen Speidel, ASLA, Senior Associate

MEMORANDUM OF UNDERSTANDING

MOU

Time And Materials

Work Order

Phase I – Work Program/Budget/Team

Comprehensive Plan - FSEIS

Client Name	Clark County c/o David Madore, Chair County Councilors	Date.	December 1,2015
Client Address	1300 Franklin, 6th Floor, Vancouver, WA 98660	Phone	(360) 397-223
		Email.	david.madore@clark wa gov
Project	Clark County FSEIS Completion	Project Number	1511052
Principal in Charge	Robert W Thorpe, AICP	Requested by	David Madore, Chair
RWT/A Project Manager	Lee A Michaelis, AICP		
Reason(s) for Request	FSEIS Completion – Supporting Technical Studies		

I. Work Summary – Tasks:

Phase One – Startup

- 1 Phone Interviews – Program elements
 - a Change in Program Elements
 - b Additional Meetings
- 2 Work program – project steps, budget allocation, deadlines
- 3 Contact Co-Consultant Team members – Availability / Budget
- 4 Meet with Staff AM and County Councilors executive session on December 2, 2015

II. Items not covered/ or require Change Order:

- 1 Change in Strategy/Permit Approvals
- 2 Extra Meetings

III. Budget:

Phase 1 – Startup – Costs would be part of FSEIS Program/work elements

Staff	Hours	Rate	Total
Robert W Thorpe, AICP	6 - 12	150	\$900 - \$1,800
Lee A Michaelis, AICP	12 - 16	125	\$1,500 - \$2,000
Planner/Analysist	-	90/100	\$ - \$
Administrative Support	3 - 4	65	\$195 - \$260
Range of Time Cost (Low End Target To High End Maximum):			\$2,595 - \$4,060

See Attachments A & B for Contract Assumptions and Conditions

Expenses will be billed at cost + 10% service charge Preliminary Range \$100-250 (Mileage/Reproduction)

III. Assumptions and Conditions

1 See Attachments A & B

IV. Projected/ Estimated Timelines

December 2, 2015 – December 4, 2015

Follow-up – Program outline 7-10 days

V. Retainer/ Signature Request

We appreciate the opportunity to present this MOU and Attachments A & B for your approval of our professional services, tasks, and agreement. **Please advise us of any needed changes. We can agree on approval at our Wednesday meeting.**

Please provide email address of person who should receive invoices: _____

We look forward to assisting you with Final Supplemental Environmental Impact Study and supporting technical study chapters

APPROVED BY Robert W Thorpe, AICP, President/Treasurer



11 30 15

Date

AUTHORIZATION TO PROCEED: Phase I

Name	Title	Date
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Schroader, Kathy

From: Orjiako, Oliver
Sent: Tuesday, December 01, 2015 9:33 AM
To: Schroader, Kathy, Alvarez, Jose, Anderson, Colete, Albrecht, Gary, Hermen, Matt, Kamp, Jacqueline, Lebowsky, Laurie, Lumbantobing, Sharon, Wisner, Sonja, Euler, Gordon
Subject: FW: Draft MOU for FSEIS
Attachments: RWTA Attachment B 12 11 pdf, RWTA Attachment A 10 13 15 pdf

Attachments A&B to the MOU Thanks

From: McCauley, Mark
Sent: Tuesday, December 01, 2015 8:50 AM
To: Cook, Christine; Orjiako, Oliver; Horne, Chris
Subject: FW: Draft MOU for FSEIS

Attachments to the MOU

From: Madore, David
Sent: Tuesday, December 01, 2015 8:49 AM
To: McCauley, Mark
Subject: FW: Draft MOU for FSEIS

From: R. W. Thorpe & Associates, Inc. [<mailto:admin@rwta.com>]
Sent: Tuesday, December 01, 2015 8:27 AM
To: Madore, David
Cc: 'Lee A. Michaelis, AICP'
Subject: RE: Draft MOU for FSEIS

Sorry that was my fault I have attached them for you

Stacey Smith

From: Madore, David [<mailto:David.Madore@clark.wa.gov>]
Sent: Monday, November 30, 2015 5:59 PM
To: 'R W Thorpe & Associates, Inc.' <admin@rwta.com>
Subject: RE: Draft MOU for FSEIS

Bob,

Item III of the MOU refers to Attachments A & B. They were not attached to your email I welcome you to email those to us You can include mark.mccauley@clark.wa.gov directly as well

Thank you,

David

From: R. W. Thorpe & Associates, Inc. [<mailto:admin@rwta.com>]

Sent: Monday, November 30, 2015 5:24 PM

To: Madore, David

Cc: 'Lee A. Michaels, AICP'

Subject: Draft MOU for FSEIS

David,

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Thank you

Stacey.

R W Thorpe & Associates, Inc

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Phone (206) 624-6239

Web www.rwta.com

This e-mail and related attachments and any response may be subject to public disclosure under state law

**R. W. THORPE & ASSOCIATES, INC.
COMPANY PHILOSOPHY**

The *R W Thorpe & Associates, Inc* firm takes a somewhat non-traditional approach to Urban Planning /Landscape Architecture/Land Economics. We believe we differ significantly from other firms in the following areas

• **Firm Size.** One of the advantages of having a small firm is that we get to know our clients personally, as well as professionally. We treat our clients and co - consultants like people - not potential revenue - and pride ourselves in maintaining relationships with our clients after the project is finished. We also pride ourselves on our 35+ year permit project approval rate of over 96%. We pledge to give each client's project the individual time and consideration it deserves.

• **Work Philosophy.** It is our philosophy that we cannot help people simply by telling them what they want to hear. We tell our clients the truth about what we believe will be the attempted realistic outcome of their project in advance. In this competitive world there are real estate development consultants who will accept projects just to build up a client base, but we will not! If we cannot help you, we will tell you so. We openly invite your calls and questions free of charge.

• **Communications.** One of the leading complaints that clients have is the lack of communications from their professional consultants. Clients are frustrated when they cannot reach their project manager, and are even more frustrated when they cannot understand what they are saying. At R W Thorpe & Associates, Inc., we pride ourselves in returning telephone calls, having two professionals on any project, and speaking in plain language with our clients. In short, we try to never forget that we work for you.

FEE AND BILLING POLICY

TO OUR CLIENT:

We are pleased to have you consider us for your Urban Planning/Economics and/or Landscape Architectural needs. Our ability to provide you with quality service is based upon a mutual understanding of what you want us to accomplish and how you will be charged for our services.

Before work is begun on your project, you will be given a Memorandum of Understanding (MOU) with an Attachments A & B in which your project and the specific fees and anticipated expenses will be set out identified. The MOU will show any retainer, initial fee or expense deposit which has been agreed upon. The MOU is not transferable and cannot be assigned to another party. If you do not understand it or if you disagree with any of the terms of the MOU, please let us know before we begin work so that we can discuss it with you.

• **Fees.** Our fee for a specific project is based on a number of factors, including (a) the time, effort, and skill required to perform the professional service properly, (b) the fee customarily charged in the locality for similar services, (c) the scope of work, (d) the time limitation imposed by the client or the circumstances, (e) the nature and length of the professional relationship with the client, and (f) the experience, reputation and ability of the planner, landscape architect, or designer performing the services. In order to assist us with our fee billing, we keep detailed time records of each activity, including telephone conversations on all matters.

• **Billing.** Unless otherwise agreed upon in writing, you will be billed each month for the professional services and expenses for the work completed during the preceding month. Expenses include, but are not limited to, reproduction expenses, document expenses, and our direct expenses for photocopying, long distance telephone and facsimile calls, mileage, and certified or special postage.

• **Regular Payment.** The amount owing is due and payable ten (10) days from date of the invoice, unless alternative arrangements have been made before signing the Memorandum of Understanding.

• **Questions About Our Services.** If you wish to ask about your invoice or about the professional services which have been rendered, please call your project manager when you receive your invoice. If you do not contact us about the invoice within 15 days after you receive it, we will assume that you find it acceptable.

• **Deferred or Extended Payment.** On those rare occasions where arrangements for payment of fees on a deferred or extended basis are necessary, such arrangements must be made in advance. Please discuss this with the Principal before work on your project begins. Your good credit is as important to us as it is to you.

• **Late Payment Charge.** Unless otherwise agreed, a LATE PAYMENT SERVICE CHARGE of 18% per annum will be added to the balance due 30 days after the invoice date on amounts which have been billed.

• **Delinquent Account Procedures.** Fortunately, most clients pay their accounts in a timely manner as agreed. Occasionally, however, an account becomes delinquent. Our billing policy requires the following procedure in the event an account becomes delinquent:

1. If payment has not been received within 30 days of the invoice date, a reminder will be issued and the Late Payment Service Charge added to the balance past due.
2. If payment has still not been received within 60 days of the original invoice date, the account will be considered delinquent. A second past due reminder will be issued and the Late Payment Service Charge again added to all balances then past due, including previously added Late Payment Service Charges. This invoice may be accompanied by a notice that if payment is not forthcoming, the account may be turned over to a collection agency, or legal action may be instituted to secure payment. Also, if the client has not contacted us regarding the unpaid amounts, all work of a non-emergency nature may be stopped.
3. Collection procedures including liens will be instituted on accounts which are past due more than 90 days and all work will be stopped.

Thank you for contacting our firm. We hope you understand that a professional Urban Planning / Landscape Architectural firm must, like other organizations, pursue proper business procedures in order to meet its obligations and to maintain its professional reputation. We believe these procedures help keep our costs and fees down so that we may serve you better in a most cost effective manner.

R. W. THORPE & ASSOCIATES, INC.
CONTRACTS / MEMORANDUMS OF UNDERSTANDING
 See also Attachment B

ATTACHMENT A
Staff / Consultants / Time & Materials

Hourly Fee Basis Labor and Rate Schedule

Effective October 13, 2015

Name	Title	Base Rate*
Robert W Thorpe, AICP, President	Principal - Planner/Economist	\$150 00
Lee Michaelis, AICP, Managing Associate	Planning Director	\$125 00
Stephen Speidel, RLA, Contract Senior Associate	Landscape Architect	\$125 00
Lindsay Diallo, RLA, Associate <i>(on leave)</i>	Landscape Architect - Project Manager	\$105 00
Stacey Smith, MPA	Planner/Permits	\$85 00
Tom Walker, ASLA, MSc	Landscape Designer / Planning Assistant	\$85 00
Administrative/Office Manager	Project Coordinator / Support	\$65 00
Anne Roberts Thorpe, Corporate Secretary <i>(of Counsel)</i>	Title & Land Use Consultation	\$110 00
Other Services	<i>ie</i> : Construction Project Management	\$125 00
	Accounting/Cost Analysis	\$75 00 / \$85 00
Interns & Assistants	<i>ie</i> : Research / Writing / Graphics / Site Planning / GIS	\$50 00 / \$70.00
Support Staff	<i>ie</i> : Administrative Support / Word Processing	\$65 00 / \$75 00

*Expert Witness, Hearing Testimony, Research for Legal Support, Depositions; etc , at variable rates depending on staff member (*ie* RWT Mediation/Trial Preparation and Legislation Testimony = \$175, RWT Expert Witness and Legislative = \$250/hour, Deposition/Court Testimony = \$300/hour, Project Manager/ Associates = \$150-\$175/hour, Legal Research/Mediation Preparation = +\$10 to +\$25/hour)

OTHER DIRECT COSTS

All direct expenses for travel, printing, reproduction, technology transfer, phone, etc , will be invoiced to the client at cost with a 10% service charge to cover B&O, taxes, and handling costs

TERMS

- Fees for services are invoiced monthly and are due and payable ten (10) days from date of invoice.
- Payment by credit card will include a minimum handling/service fee, 1-3%
- A service charge of one and one half percent (1-1/2%) will be assessed on invoice amounts outstanding after 30 days
Returned Check Fee = \$50 00
- Delivery of working drafts and/or final product is contingent upon monthly (Fixed Fee/Time & Materials) invoices being current or appropriate agreements executed
- Payment of services contracted is not based on approval of an application or discretionary entitlement.
- All processing fees for filing liens will be assessed to accounts requiring the filing of a lien
- For accounts requiring collection, all fees, including attorney's, will be assessed as part of collection
- Please see also Attachment B for contract conditions.

Note: Prompt payments allow us to continue to keep your costs as low as possible, as well as giving your project a high priority in our work program. Good clients have helped us to prosper and support our employees, their families, and our communities (i.e., nonprofit donations.) We thank you.