



City Council Regular Meeting Agenda
Monday, July 18, 2022, 7:00 PM
Council Chambers, 616 NE 4th Avenue

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To Participate Remotely:

OPTION 1 – Video & Audio (able to public comment)

Use Zoom app and Meeting ID – 867 4972 2936; or click <https://zoom.us/j/86749722936>

OPTION 2 – Audio-only (able to public comment)

By phone: 877-853-5257, Meeting ID – 867 4972 2936

OPTION 3 – Observe video & audio (no public comment)

Go to www.cityofcamas.us/meetings and click "Watch Livestream" (left on page)

For Public Comment:

1. On Zoom app – click Raise Hand icon
2. On phone – hit *9 to "raise hand"
3. Or, email publiccomments@cityofcamas.us (400 word limit); routes to Council

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. [July 5, 2022 Camas City Council Workshop and Regular Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Executive Search Agreements with Bob Murray and Associates \(Submitted by Jennifer Gorsuch, Administrative Services Director\)](#)

4. [Stormwater Source Control Interlocal Agreement \(Submitted by Jackie Caldwell, Stormwater Engineer\)](#)
5. [Tyler Technologies Agreement Amendment \(Submitted by Cathy Huber Nickerson, Finance Director\)](#)

NON-AGENDA ITEMS

6. Staff
7. Council

MAYOR

8. Mayor Announcements

MEETING ITEMS

9. [Ordinance No. 22-010 Amending Section 2.04.040 of the Camas Municipal Code Relating to Remote Meeting Attendance](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)
10. [Ordinance No. 22-011 Amending Certain Provisions of the Camas Municipal Code Relating to City Commission Meetings](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)
11. [Resolution No. 22-010 Creating a New Position in Public Works](#)
[Presenter: Jennifer Gorsuch, Administrative Services Director](#)
[Time Estimate: 5 minutes](#)

PUBLIC COMMENTS

CLOSE OF MEETING



City Council Workshop Minutes - Draft
Tuesday, July 05, 2022, 4:30 PM
Council Chambers, 616 NE 4th Avenue

NOTE: Please see the published Agenda Packet for all item file attachments.

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Greg Anderson, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Council Member Marilyn Boerke arrived at 4:46 p.m.

Staff: James Carothers, Carrie Davis, Colby Dixon, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Trang Lam, Robert Maul, Heather Rowley, Jeff Swanson and Connie Urquhart

Press: No one from the press was present

PUBLIC COMMENTS

No one from the public wished to speak.

WORKSHOP TOPICS

1. NE 2nd Avenue Street Improvements and NE Dallas Water Improvements Change Order #1

Presenter: James Carothers, Engineering Manager

This item has also been placed on the July 5, 2022 Consent Agenda for Council's consideration.

2. Camas Municipal Code Clean-Up for Remote Attendance
Presenter: Jennifer Gorsuch, Administrative Services Director

Two ordinances will be placed on the July 18, 2022 Regular Meeting Agenda for Council's consideration.

3. Ending Community Homelessness Organization (ECHO) Update
Presenter: Steve Hogan, Mayor

Mayor Hogan provided an update on ECHO. Discussion ensued. This item was for Council's information.

4. Homelessness Strategies
Presenters: Council Members Bonnie Carter, Leslie Lewallen, and Shannon Roberts

Carter, Lewallen, and Roberts provided an overview of Homelessness Strategies. Discussion ensued. This item will be placed on a future workshop agenda for further discussion.

5. Non-Represented Compensation
Presenter: Jeff Swanson, Interim City Administrator

Swanson provide an overview of the non-represented compensation. Discussion ensued. This item will be placed on a future workshop agenda for further discussion.

COUNCIL COMMENTS AND REPORTS

Hein attended a Parks and Recreation Commission meeting, the Veterans of Foreign Wars (VFW) Coffee event and the VFW U.S. flag replacement and retirement ceremony.

Chaney commented about the Downtown Camas Association's (DCA) Car Show.

Roberts attended a Homelessness Ad Hoc Committee meeting and the Association of Washington Cities (AWC) Annual Conference.

Anderson commented about DCA Car Show and will attend two C-TRAN meetings.

Lewallen attended a Homelessness Ad Hoc Committee meeting, the Camas-Washougal Chamber of Commerce Awards event, the AWC Annual Conference, and commented about the Regional Transportation Commission (RTC) meeting.

Carter attended a Finance Committee meeting and commented about street repair funding.

Mayor commented about a citizen email regarding fireworks.

PUBLIC COMMENTS

No one from the public wished to speak.

CLOSE OF MEETING

The meeting closed at 6:23 p.m.



City Council Regular Meeting Minutes - Draft
Tuesday, July 05, 2022, 7:00 PM
Council Chambers, 616 NE 4th Avenue

NOTE: Please see the published Agenda Packet for all item file attachments.

CALL TO ORDER

Mayor Steve Hogan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Greg Anderson, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen and Shannon Roberts

Staff: Debra Brooks, James Carothers, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Trang Lam, Robert Maul, Heather Rowley, Jeff Swanson and Connie Urquhart

Press: No one from the press was present

PUBLIC COMMENTS

This is the public's opportunity to comment about any item on the agenda, including items up for final Council action.

No one from the public wished to speak.

CONSENT AGENDA

1. June 21, 2022 Camas City Council Workshop and Regular Meeting Minutes
2. \$713,300.67 Automated Clearing House and Claim Checks Numbered 151257 to 151355; \$2,744,339.73 Automated Clearing House, Direct Deposit and Payroll Accounts Payable Checks Numbered 151249 through 151256
3. \$134,509.93 for May 2022 Emergency Medical Services (EMS) Write-off Billings; \$104,651.95 for Monthly Uncollectable Balance of Medicare and Medicaid Accounts and \$29,857.98 for Ground Emergency Medical Transport funding.
(Submitted by Cathy Huber Nickerson, Finance Director)
4. NE 2nd Avenue Street Improvements and NE Dallas Water Improvements Change Order No. 1 (Submitted by James Carothers, Engineering Manager)

These materials are archived electronically by the City of Camas. DESTROY AFTER USE.

5. Final Plat Approval for Green Mountain Estates Phase 4B (Submitted by Madeline Sutherland, Planner)
6. Final Plat Approval for Green Mountain Estates Phase 7 (Submitted by Madeline Sutherland, Planner)

It was moved by Roberts, and seconded, to approve the Consent Agenda. The motion carried unanimously.

NON-AGENDA ITEMS

7. Staff

Maul announced a Hearings Examiner meeting is scheduled for Thursday.

8. Council

There were no updates from Council.

MAYOR

9. Mayor Announcements

Mayor attended the Association of Washington Cities (AWC) Annual Conference. Mayor commented about crisis planning, the Downtown Camas Association (DCA) Car Show, the City staff picnic, and police training.

10. Love Thy Neighbor Month Proclamation

Mayor proclaimed July 2022 as Love Thy Neighbor Month in the City of Camas.

11. Parks and Recreation Month Proclamation

Mayor proclaimed July 2022 as Parks and Recreation Month in the City of Camas.

MEETING ITEMS

12. NW Sierra Street Pavement and ADA Improvements Bids
Presenter: James Carothers, Engineering Manager

It was moved by Anderson, and seconded, to waive the minor bid irregularities as outlined in the Staff Report and to award the bid to Clark and Sons Excavating, Inc. for the amount of \$1,256,131.75 and authorize the Mayor, or designee, to sign the contract and change orders up to 10 percent of the original contract amount. The motion carried unanimously.

STAFF PRESENTATION

13. City of Camas 2023-2024 Budget Process Presentation
Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

Huber Nickerson and Brooks reviewed the 2023-2024 Budget Process presentation. Discussion ensued. This item was for Council's information only.

PUBLIC COMMENTS

Due to technical difficulties, Charity Feb could not provide comments in the meeting. Her comments were provided via email.

CLOSE OF MEETING

The meeting closed at 7:59 p.m.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project Name: Fire Chief Executive Recruitment Services

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and GVP Ventures, Inc. (a California Corporation) dba Bob Murray & Associates hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the Fire Chief Executive Recruitment Services.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than July 31, 2023, 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. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$18,500 plus expenses total, 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 created 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. Compliance with Laws. 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. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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, including the duty and cost to defend, 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. Insurance Term. 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 agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the 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. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect

to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. 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 to 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. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. 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 Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. 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 Agreement 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. City Full Availability of Consultant Limits. 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. 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. Covenant Against Contingent Fees. 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. Discrimination Prohibited. 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)
- Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
- 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.)
- 49 CFR Part 21
- 23 CFR Part 200
- 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. Confidentiality. 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. Work Product. 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. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

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:

6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
7. 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;

8. 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
 9. 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 City.
 - 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 City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. 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. Rights in Data. 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. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. 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. Conflict of Interest. 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. City's Right to Terminate Contract. 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:
 City Contact Jennifer Gorsuch
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7013
 FX: 360-817-1574
 EMAIL: jgorsuch@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Consultant Contact Gary Phillips
 Consultant Company Bob Murray & Associates
 Address 1544 Eureka Road, Suite #280, Roseville, CA 95661
 PH: 916-784-9080
 EMAIL: garyp@bobmurrayassoc.com and apply@bobmurrayassoc.com

21. Integrated Agreement. 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. Arbitration Clause. 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 arbitrator'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. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. 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. Remedies Cumulative. 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. Counterparts. 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 6th day of July, 2022.

CITY OF CAMAS:

CONSULTANT: BOB MURRAY & ASSOCIATES

Authorized Representative

By _____

By  _____

Print Name Steve Hogan

Print Name Gary Phillips

Title Mayor, City of Camas

Title Executive Vice President/Secretary

EXHIBIT "A"

SCOPE OF SERVICES

The detailed Scope of Services to be performed is outlined in the response to proposal submitted. (attached) and includes providing complete administrative assistance to the City including:

- Development of the Candidate Profile
- Design/Distribute Brochure and Advertisements
- Recruit Candidates
- Screen Candidates
- Conduct Preliminary Interviews
- Search Public Records
- Make Recommendations
- Facilitate Final Interviews
- Conduct Background and Reference Checks
- Assist in Negotiations

Should a candidate recommended by Murray and Associates resign or be terminated within the first 12 months of employment, we will provide the City of Camas with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Camas's behalf during the new search.

EXHIBIT "B"

COSTS FOR SCOPE OF SERVICES

The fixed, flat professional services fee for conducting the Fire Chief recruitment on behalf of the City of Camas is \$18,500 (any additional recruitments started within six months of Bob Murray & Associates award of this recruitment will receive a \$500 discount from the professional services fee). Services provided for in this fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project.

The City of Camas will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Camas.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Camas.

Reimbursable Expenses:

Example costs and approximate amounts include:

Brochure Design and Printing (\$1,275)
 Advertising (\$3,000)
 Background Checks – 3 candidates (\$550)
 Consultant Travel (\$1,500)
 Other expenses – supplies, shipping, clerical (\$575)

Total expenses not to exceed \$25,400.

Optional Services

Community/Staff Input Forum: \$1,500/day, plus travel expenses
 Online survey with analysis of results: \$250
 Additional on-site meeting days: \$1,500/day, plus travel expenses
 Additional background checks: \$250/candidate
 Additional reference checks: \$500/candidate
 Other services: \$250/hour or \$1,500/day

EXHIBIT "C"
CONSULTANT BILLING RATES

See Exhibit B.

EXHIBIT "D"
TITLE VI ASSURANCES

EXHIBIT “D”

TITLE VI ASSURANCES

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

1. **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.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
 - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



A Proposal to Conduct an Executive Recruitment
for the Position of
FIRE CHIEF
on behalf of the



1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

May 5, 2022

MR. JEFF SWANSON
INTERIM CITY ADMINISTRATOR
CITY OF CAMAS
616 NE 4TH AVENUE
CAMAS, WA 98607

Submitted Via Email To: jgorsuch@cityofcamas.us

Dear Mr. Swanson:

Bob Murray & Associates is pleased to submit a proposal to conduct the Fire Chief recruitment for the City of Camas. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Camas will match the criteria you have established, be a good fit for your organization, and be outstanding in their field.

With respect to the Fire Chief recruitment and the City of Camas, Bob Murray & Associates has an unmatched record of success in recruiting local government professionals including those in the field of fire service. We are currently conducting Fire Chief recruitments on behalf of the California cities of Laguna Beach and Rialto. In addition, we are currently conducting the Fire Chief recruitments on behalf of the Lathrop/Manteca Fire Protection District, CA and the Monterey County Regional Fire District, CA. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of City of Camas’s next Fire Chief.

Recent Fire Chief recruitments we have completed similar in size and scope to your upcoming search include the following:

2022

City of Avondale, AZ
City of Murrieta, CA

City of Vancouver, WA (Deputy Fire Chief)
City of Victorville, CA

2021

City of Bellevue, WA (Fire Marshal)
Lakeport Fire Protection District, CA
City of Lompoc, CA
Placer Hills Fire Protection District
City of Placentia, CA (Deputy Fire Chief)
City of Redmond, WA

2020

City of Cathedral City, CA
City of Vancouver, WA (Deputy Fire Chief)

2019

City of Boulder City, NV
City of San Rafael, CA
City of Yuba City, CA

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Joel Bryden or Nina Jansen, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 16 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding the perfect fit, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the Fire Chief will lead to superlative results for the City of Camas. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Camas's needs will be key to a successful search. Joel Bryden or Nina Jamsen will meet with the City Administrator and key stakeholders to learn as much as possible about the ideal candidate for the Fire Chief position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Camas.

Mr. Bryden or Ms. Jamsen will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Administrator and Mr. Bryden or Ms. Jamsen will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Camas so desires, we will work with the City Administrator to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Mr. Bryden or Ms. Jamsen and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Camas to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Camas that you feel best represent your organization and your community.

Upon your approval, Mr. Bryden or Ms. Jamsen will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Fire Chief position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Mr. Bryden or Ms. Jamsen will also design an effective advertising campaign appropriate for the Fire Chief recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Fire Chief field.

Suggested Fire Chief-specific advertising sources for the City of Camas’s search include:

- Washington Fire Chiefs Association
- National Association of Hispanic Firefighters
- International Association of Fire Chiefs
- Fire Career Assistance

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women’s Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Mr. Bryden or Ms. Jamsen will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Camas, to maximize the potential for individuals from a wide variety of backgrounds, races, cultures, physical abilities, life experiences, and gender to be considered the Fire Chief position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Fire Chief recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Mr. Bryden or Ms. Jamsen will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Mr. Bryden or Ms. Jamsen will discuss with the City Administrator how the City of Camas wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Mr. Bryden or Ms. Jamsen will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Mr. Bryden or Ms. Jamsen will explore each candidate's background and experience as it relates to the Fire Chief position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Mr. Bryden or Ms. Jamsen will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Mr. Bryden or Ms. Jamsen, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Mr. Bryden or Ms. Jamsen to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Mr. Bryden or Ms. Jamsen will recommend a limited number of candidates for your further consideration. They will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate

- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Camas to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Administrator and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Mr. Bryden or Ms. Jamsen helps the City of Camas to design.

Mr. Bryden or Ms. Jamsen will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Mr. Bryden or Ms. Jamsen and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Mr. Bryden or Ms. Jamsen knows what other organizations have done to put deals together with great candidates and what the current market is like for Fire Chief positions in organizations like the City of Camas's. They will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Camas, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Mr. Bryden or Ms. Jamsen on behalf of the City of Camas.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Mr. Bryden or Ms. Jamsen will be available to the City of Camas by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Fire Chief recruitment on behalf of the City of Camas is \$18,500 (any additional recruitments started within six months of Bob Murray & Associates award of this recruitment will receive a \$500 discount from the professional services fee). Services provided for in this fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Camas. Therefore, Mr. Bryden or Ms. Jansen will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Camas will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Camas.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Camas.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$18,500
Reimbursable Expenses <i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$3,000)	\$6,900
Background Checks – 3 candidates (\$550)	
Consultant Travel (\$1,500)	
Other expenses – supplies, shipping, clerical (\$575)	
Not-to-Exceed Total	\$25,400

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey with analysis of results: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

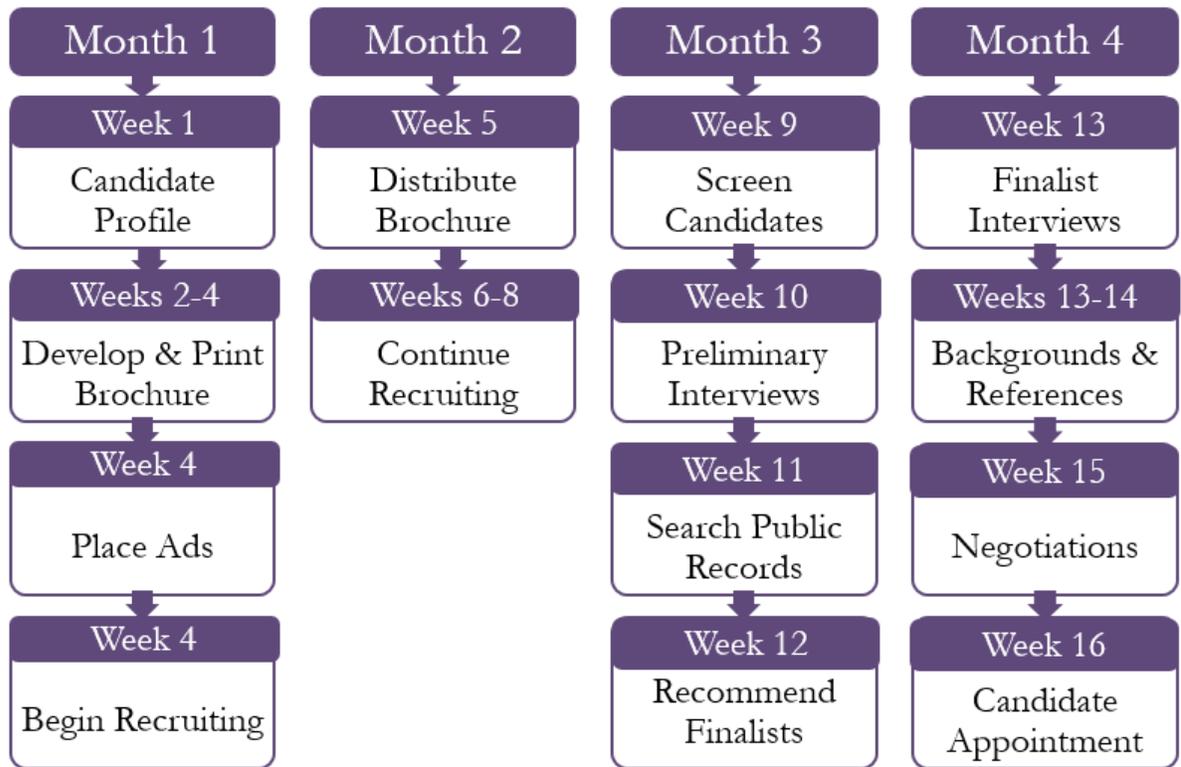
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Camas with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Camas’s behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Camas. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of thirteen (13):

- ✦ Bob Murray, *Founder*
- ✦ Valerie Gaeta Phillips, *President*
- ✦ Gary Phillips, *Executive Vice President*
- ✦ Regan Williams, *Vice President*
- ✦ Joel Bryden, *Vice President*
- ✦ Yasmin Beers, *Senior Executive Recruiter*
- ✦ Carmen Valdez, *Senior Executive Recruiter*
- ✦ Adele Fresé, *Senior Executive Recruiter*
- ✦ Nina Jamsen, *Senior Executive Recruiter*
- ✦ Alexandria Kopack, *Recruitment and Operations Manager*
- ✦ Kathy Lolas, *Senior Recruitment Coordinator*
- ✦ Christopher Harris, *Senior Recruitment Coordinator*
- ✦ Gini Herndon, *Contracts Administrator/Bookkeeper*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation, communication and public relations, community and economic development, information

technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a good "fit" for organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT AND RECRUITER

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 17 years of experience in executive recruitments with our firm. In his time with Bob Murray & Associates, Regan has conducted over 275 executive searches ranging from managers and department heads to City Managers, Executive Directors, and General Managers. If Regan were

to have a recruiting specialty, it would be public safety positions: he has personally conducted over 60 Police Chief and 20 Fire Chief recruitments.

Prior to joining Bob Murray & Associates, Regan served as Director of Public Safety with the City of Sunnyvale, CA. He was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. Regan's clients find his prompt and personal attention, insight, and expertise in recruitment and selection an asset. He is often called upon to recruit for difficult-to-fill law enforcement positions, such as the position of Police Chief or City Manager in challenging political environments.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013. Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist

International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

CARMEN VALDEZ, SENIOR EXECUTIVE RECRUITER

Carmen Valdez provides executive recruitment and human resource services to municipal government agencies and non-profits. She has more than 25 years' experience in executive search, general human resources, classification and compensation, testing, policy development, performance management, team building, organizational development, discipline, and other employee relations activities.

Carmen has most recently been consulting with Municipal Resource Group, prior to which she spent over 30 years with the City of Milpitas, a Silicon Valley city of 70,000 residents. In this capacity, she was responsible for collective bargaining, PEPRA and Affordable Care Act implementation, modernizing Human Resource services to improve efficiencies and reduce costs, revamping the Workers Compensation service delivery and completing a City-wide strategic plan. Carmen also spent almost 2 years as the Director of Recreation Services.

In addition to her significant experience in the public sector, Carmen earned a Bachelor of Arts degree in Business from University of Phoenix. She is also a member of Local Government Hispanic Network and League of Women in Government. She is an avid runner and enjoys giving back to her community.

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER

Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

NINA JAMSEN, SENIOR EXECUTIVE RECRUITER

Ms. Jamsen brings over 33 years of local government experience to the firm. She retired as Chief of Police from California State University, San Bernardino, prior to joining Bob Murray and Associates. Nina also served the San Bernardino County Sheriff's Department in the capacity as a Police Chief for the cities of Loma Linda and Grand Terrace.

Ms. Jamsen has a strong leadership reputation in the public sector in the Inland Empire. Throughout her six-and-a-half-year tenure as a Police Chief, she implemented major forward-thinking changes to her agency. Her philosophy was driven by strong community-oriented policing, guided by 21st Century policing pillars. Ms. Jamsen has extensive experience in recruiting, selecting, and promoting a diverse and inclusive work force. She has participated in numerous search committees involving various department heads in the public sector and has had first-hand experience interviewing, selecting, and promoting candidates. Nina was recognized as a Pioneer Woman in 2017 by the City of San Bernardino and as a Woman of Distinction in 2019 by the 40th District of the California State Assembly.

Ms. Jamsen obtained her Bachelor's Degree in Administration of Criminal Justice from the University of West Virginia, earned her teaching credential from San Bernardino State University, and graduated the FBI National Academy.

Nina is a proud Finnish native, first generation college graduate, and is fluent in Swedish and Finnish.

ALEXANDRIA KOPACK, RECRUITMENT AND OPERATIONS MANAGER

Alex is the Recruitment and Operations Manager with Bob Murray & Associates, and partners closely with the executive recruiter to support both the client and candidates through the entire recruitment process. Alex's responsibilities include posting available positions to job boards, interview scheduling, conducting background checks on candidates, and creating marketing materials for each search.

Alex graduated with a bachelor's degree in Business Administration from Boise State University. She has several years of experience in many different office settings and is eager to assist in the hiring process.

In her spare time, Alex enjoys spending time with her husband, family, and poodle (Theo), as well as playing tennis whenever weather allows.

KATHY LOLAS, SENIOR RECRUITMENT COORDINATOR

Kathy recently joined the Bob Murray & Associates team after eight years of retirement. She is serving as a Recruitment Coordinator and brings over 30 years of experience from the residential real estate, state government, and life coaching industries. As a Recruitment Coordinator, Kathy partners closely with executive recruiters to provide support to candidates and clients throughout the recruitment process. She assists with scheduling, conducting background checks, creating marketing materials, and posting advertisements for open recruitments.

Kathy returned to graduate school in 2015, earned her Master's degree and launched a private life-coaching practice. She is known for her outgoing personality, attention to detail and collaborative approach to successfully completing executive recruitments. In her free time, Kathy enjoys playing jazz piano, travel, boating, and playing with her poodle, "Rocky".

CHRISTOPHER HARRIS, SENIOR RECRUITMENT COORDINATOR

Mr. Harris is a Recruitment Coordinator with Bob Murray & Associates and is an essential part of our hiring experience. He partners closely with the executive recruiters to support hiring initiatives and is responsible for facilitating the movement of candidates through the recruitment process.

His responsibilities entail everything from creating marketing materials, posting available positions to job boards, candidate research, interview scheduling, conducting background checks, and ensuring the overall hiring process runs smoothly.

Chris recently graduated as the Valedictorian of his class from Saint Mary's College of California with a bachelor's degree in Politics. He has worked at Bob Murray & Associates seasonally throughout college, and he brings knowledge from a variety of jobs and internships to his role as a Recruitment Coordinator.

Outside of the workplace, Chris enjoys spending time with his family, working out, and reading about foreign policy and national security.

GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Camas:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*
- National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT: City of Redmond, WA
POSITION: Fire Chief
REFERENCE: Ms. Kristy Hulverson, HR Deputy Director
(425) 556-2132

CLIENT: City of Vancouver, WA
POSITION: Fire Chief
POSITION: Deputy Fire Chief
REFERENCE: Mr. Eric Holmes, City Manager
(360) 487-8600
Mr. Dean Perez, Deputy Director of Human Resources
(360) 487-8406

*We appreciate the City of Camas's consideration of our proposal
and look forward to working with you.*





CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
 Camas, WA 98607

Project Name: Police Chief Executive Recruitment Services

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and GVP Ventures, Inc. (a California Corporation) dba Bob Murray & Associates hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the Police Chief Executive Recruitment Services.
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than July 31, 2023, 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. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered for an amount not to exceed \$18,500 plus expenses total, 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 created 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. Compliance with Laws. 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. Indemnification. Consultant shall defend, indemnify and hold the City of Camas, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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, including the duty and cost to defend, 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. Insurance Term. 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 agents, representatives, or employees.
- b. No Limitation. Consultant's maintenance of insurance as required by the 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. Minimum Scope of Insurance. Consultant shall obtain insurance of types and coverage described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
 2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence, \$2,000,000.00 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect

to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Professional Liability insurance appropriate to the consultant's profession. Professional Liability insurance shall be written with limits no less than \$2,000,000.00 per claim and \$2,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. 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 to 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. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. 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 Agreement before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. 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 Agreement 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. City Full Availability of Consultant Limits. 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 Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. 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. Covenant Against Contingent Fees. 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. Discrimination Prohibited. 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)
- Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
- 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.)
- 49 CFR Part 21
- 23 CFR Part 200
- 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. Confidentiality. 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. Work Product. 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. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—Primary and Lower Tier Covered Transactions.

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:

6. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
7. 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;

8. 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
 9. 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 City.
 - 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 City for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. 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. Rights in Data. 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. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. 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. Conflict of Interest. 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. City's Right to Terminate Contract. 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:
 City Contact Jennifer Gorsuch
 City of Camas
 616 NE 4th Avenue
 Camas, WA 98607
 PH: 360-817-7013
 FX: 360-817-1574
 EMAIL: jgorsuch@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Consultant Contact Gary Phillips
 Consultant Company Bob Murray & Associates
 Address 1544 Eureka Road, Suite #280, Roseville, CA 95661
 PH: 916-784-9080
 EMAIL: garyp@bobmurrayassoc.com and apply@bobmurrayassoc.com

21. Integrated Agreement. 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. Arbitration Clause. 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 arbitrator'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. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
24. Venue. 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. Remedies Cumulative. 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. Counterparts. 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 6th day of July, 2022.

CITY OF CAMAS:

CONSULTANT: BOB MURRAY & ASSOCIATES

Authorized Representative

By _____

By  _____

Print Name Steve Hogan

Print Name Gary Phillips

Title Mayor, City of Camas

Title Executive Vice President/Secretary

EXHIBIT "A" SCOPE OF SERVICES

The detailed Scope of Services to be performed is outlined in the response to proposal submitted. (attached) and includes providing complete administrative assistance to the City including:

- Development of the Candidate Profile
- Design/Distribute Brochure and Advertisements
- Recruit Candidates
- Screen Candidates
- Conduct Preliminary Interviews
- Search Public Records
- Make Recommendations
- Facilitate Final Interviews
- Conduct Background and Reference Checks
- Assist in Negotiations

Should a candidate recommended by Murray and Associates resign or be terminated within the first 12 months of employment, we will provide the City of Camas with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Camas's behalf during the new search.

EXHIBIT "B"
COSTS FOR SCOPE OF SERVICES

The fixed, flat professional services fee for conducting the Police Chief recruitment on behalf of the City of Camas is \$18,500 (any additional recruitments started within six months of Bob Murray & Associates award of this recruitment will receive a \$500 discount from the professional services fee). Services provided for in this fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project.

The City of Camas will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Camas.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Camas.

Reimbursable Expenses:

Example costs and approximate amounts include:

- Brochure Design and Printing (\$1,275)
- Advertising (\$3,000)
- Background Checks – 3 candidates (\$550)
- Consultant Travel (\$1,500)
- Other expenses – supplies, shipping, clerical (\$575)

Total expenses not to exceed \$25,400.

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey with analysis of results: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

EXHIBIT "C"
CONSULTANT BILLING RATES

See Exhibit B.

EXHIBIT "D"
TITLE VI ASSURANCES

EXHIBIT “D”
TITLE VI ASSURANCES

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

1. **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.

The United States Department of Transportation
Appendix A of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or Limited English Proficiency (LEP) in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, Age, disability, income-level or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation
Appendix E of the
Standard Title VI/ Non-Discrimination Assurances
DOT Order No. 1050.2A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C.

§ 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*)



A Proposal to Conduct an Executive Recruitment
for the Position of
POLICE CHIEF
on behalf of the



1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

May 5, 2022

MR. JEFF SWANSON
 INTERIM CITY ADMINISTRATOR
 CITY OF CAMAS
 616 NE 4TH AVENUE
 CAMAS, WA 98607

Submitted Via Email To: jgorsuch@cityofcamas.us

Dear Mr. Swanson:

Bob Murray & Associates is pleased to submit a proposal to conduct the Police Chief recruitment for the City of Camas. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of Camas will match the criteria you have established, be a good fit for your organization, and be outstanding in their field.

With respect to the Police Chief recruitment and the City of Camas, Bob Murray & Associates has a national network of contacts and unparalleled experience conducting successful Police Chief recruitments. Since the firm's founding in 2000, we have conducted over 200 Police Chief and Assistant Police Chief searches for a diverse collective of agency cultures. We are currently conducting Police Chief recruitments on behalf of the California cities of Carmel-by-the-Sea, Pittsburg, San Ramon, Santa Rosa, and Seaside; the Washington City of Vancouver; and the Oregon cities of Astoria and Lake Oswego. We are also conducting Police Chief recruitments on behalf of the Port of Seattle, WA, and the California State University, Chico. In addition, we are conducting the Deputy Chief of Police recruitments on behalf of the California cities of Davis and Fremont and the Police Captain recruitment on behalf of East Bay Regional Park District, CA. Our extensive experience in Police Chief recruitments and our national network of contacts will provide the City of Camas with an outstanding candidate pool from which to select the next Police Chief.

Recent Police Chief recruitments we have completed similar in size and scope to your upcoming search include the following:

2022

City of Montebello, CA
 City of Tacoma, WA
 City of Vacaville, CA
 City of Walla Walla, WA
 Santa Ana Unified School District, CA
 Town of Los Gatos, CA

2021

California State University, Sacramento
 City of Alameda, CA
 City of Capitola, CA
 City of Delano, CA
 City of Dixon, CA

City of Huntington Beach, CA
City of Menlo Park, CA
City of Oceanside, CA
City of Roseville, CA
City of San Rafael, CA
City of Walnut Creek, CA
City of Westminster, CA
City of Willits, CA

2020

City of Aurora, CO
California State University, Chico
California State University, Humboldt
California State University, Santa Barbara
City of Chico, CA
City of Desert Hot Springs, CA (Deputy Police Chief)

City of Fairfield, CA
City of Laguna Beach, CA (Outreach)
City of Livermore, CA
City of Oakley, CA
City of Richmond, CA

2019

City of Anaheim, CA (Deputy Chief of Police)
Fontana Unified School District, CA
City of Hermosa Beach, CA
Los Angeles World Airport, CA
City of Newark, CA
City of Riverside, CA
City of Selma, CA
City of Westminster, CA

We work as a team on every search at Bob Murray & Associates. Your Project Lead would be Nina Jamsen or Joel Bryden, who would not only direct and supervise the project team from beginning to end but also serve as the Recruiter for the project as well.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 16 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding the perfect fit, providing security and fairness to candidates and clients while ensuring the integrity of the search process. We understand that superlative recruiting for the Police Chief will lead to superlative results for the City of Camas. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive search.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of Camas's needs will be key to a successful search. Nina Jamsen or Joel Bryden will meet with the City Administrator and key stakeholders to learn as much as possible about the ideal candidate for the Police Chief position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of Camas.

Ms. Jamsen or Mr. Bryden will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The City Administrator and Ms. Jamsen or Mr. Bryden will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of Camas so desires, we will work with the City Administrator to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Jamsen or Mr. Bryden and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of Camas to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of Camas that you feel best represent your organization and your community.

Upon your approval, Ms. Jamsen or Mr. Bryden will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the Police Chief position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Ms. Jamsen or Mr. Bryden will also design an effective advertising campaign appropriate for the Police Chief recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and Twitter, where upcoming and current positions are posted. Sources such as *Western City Magazine*, PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the Police Chief field.

Suggested Police Chief-specific advertising sources for the City of Camas’s search include:

- Washington Association of Sheriffs and Police Chiefs
- Hispanic American Police Command Officers Association
- National Organization of Black Law Enforcement Executives
- National Association of Women Law Enforcement Executives

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women’s Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Ms. Jamsen or Mr. Bryden will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of Camas, to maximize the potential for individuals from a wide variety of backgrounds, races, cultures, physical abilities, life experiences, and gender to be considered for the Police Chief position.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the Police Chief recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for the recruitment, Ms. Jamsen or Mr. Bryden will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and Ms. Jamsen or Mr. Bryden will discuss with the City Administrator how the City of Camas wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Jamsen or Mr. Bryden will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Skype, FaceTime, or other convenient videoconferencing applications.

During these in-depth interviews, Ms. Jamsen or Mr. Bryden will explore each candidate's background and experience as it relates to the Police Chief position, such as significant accomplishments, size and scope of responsibility, and organizational culture. In addition, Ms. Jamsen or Mr. Bryden will discuss with the candidates their motivation for applying for the position and assess his/her knowledge, skills, and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of Ms. Jamsen or Mr. Bryden, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert Ms. Jamsen or Mr. Bryden to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Jamsen or Mr. Bryden will recommend a limited number of candidates for your further consideration. They will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience, education, and salary information for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate

- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of Camas to craft and implement an interview approach that fits your needs. This may include individual and panel interviews by the City Administrator and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Jamsen or Mr. Bryden helps the City of Camas to design.

Ms. Jamsen or Mr. Bryden will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Jamsen or Mr. Bryden and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Ms. Jamsen or Mr. Bryden know what other organizations have done to put deals together with great candidates and what the current market is like for Police Chief positions in organizations like the City of Camas's. They will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of Camas, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from Ms. Jamsen or Mr. Bryden on behalf of the City of Camas.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Ms. Jamsen or Mr. Bryden will be available to the City of Camas by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The fixed, flat professional services fee for conducting the Police Chief recruitment on behalf of the City of Camas is \$18,500. Services provided for in this fee consist of all steps outlined in this proposal, including two (2) days of meetings on site. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of Camas. Therefore, Ms. Jamsen or Mr. Bryden will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

The City of Camas will also be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$6,900. Reimbursable expenses include (but are not limited to) such items as the cost of recruiter travel; clerical support; brochure development; placement of ads; credit and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate. *In no instance will expenses exceed this estimate without prior approval from the City of Camas.*

Expense reimbursement for candidate travel related to on-site interviews will be the responsibility of the City of Camas.

Professional Fees and Reimbursable Expenses	
Professional Services (Fixed Flat Fee)	\$18,500
Reimbursable Expenses <i>Example costs and approximate amounts include:</i>	
Brochure Design and Printing (\$1,275)	
Advertising (\$3,500)	\$6,900
Background Checks – 3 candidates (\$550)	
Consultant Travel (\$1,100)	
Other expenses – supplies, shipping, clerical (\$575)	
Not-to-Exceed Total	\$25,400

Optional Services

- Community/Staff Input Forum: \$1,500/day, plus travel expenses
- Online survey with analysis of results: \$250
- Additional on-site meeting days: \$1,500/day, plus travel expenses
- Additional background checks: \$250/candidate
- Additional reference checks: \$500/candidate
- Other services: \$250/hour or \$1,500/day

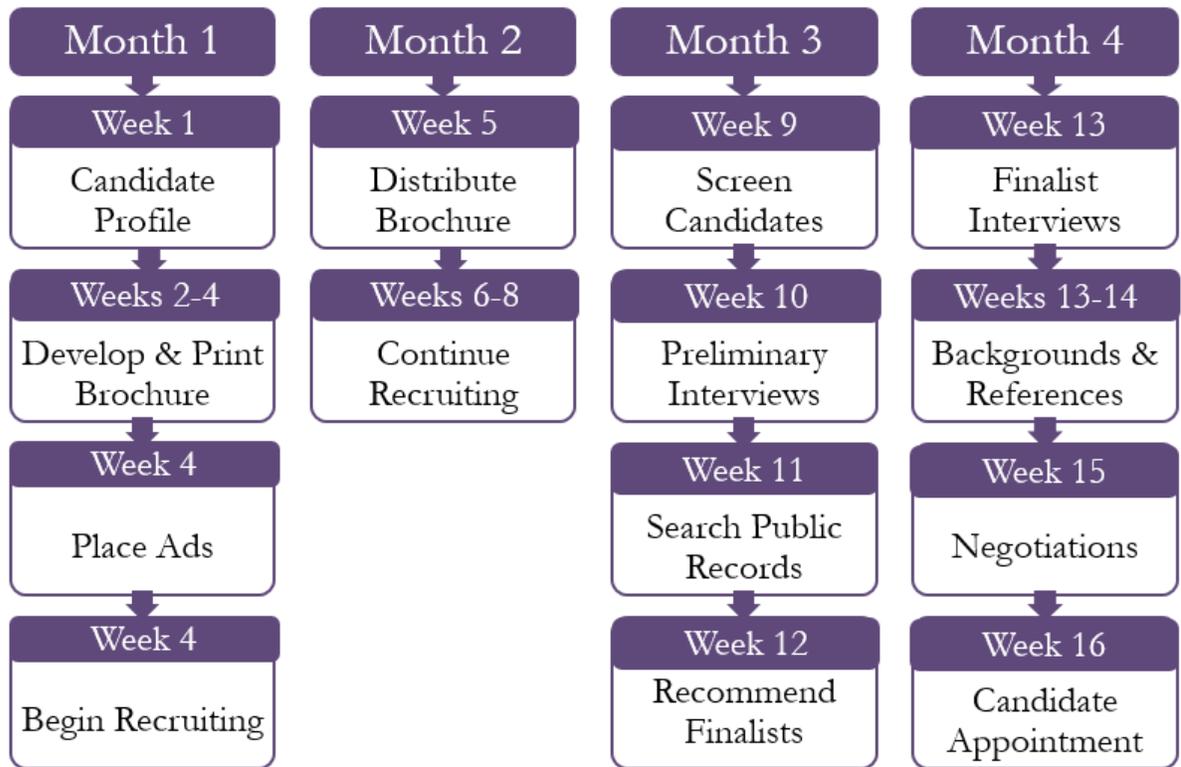
GUARANTEE

Should a candidate recommended by our firm position resign or be terminated within the first 12 months of employment, we will provide the City of Camas with professional services to secure a replacement. Services will be provided at no cost, aside from expenses incurred on the City of Camas’s behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with City of Camas. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of thirteen (13):

- ✦ Bob Murray, *Founder*
- ✦ Valerie Gaeta Phillips, *President*
- ✦ Gary Phillips, *Executive Vice President*
- ✦ Regan Williams, *Vice President*
- ✦ Joel Bryden, *Vice President*
- ✦ Yasmin Beers, *Senior Executive Recruiter*
- ✦ Carmen Valdez, *Senior Executive Recruiter*
- ✦ Adele Fresé, *Senior Executive Recruiter*
- ✦ Nina Jamsen, *Senior Executive Recruiter*
- ✦ Alexandria Kopack, *Recruitment and Operations Manager*
- ✦ Kathy Lolas, *Senior Recruitment Coordinator*
- ✦ Christopher Harris, *Senior Recruitment Coordinator*
- ✦ Gini Herndon, *Contracts Administrator/Bookkeeper*

BOB MURRAY, FOUNDER

Mr. Murray—known simply as “Bob” to his clients and candidates throughout the western U.S.—brings over 40 years’ experience as a recruiter and is recognized as one of the top local government recruiters in the nation. He conducted hundreds of searches for cities, counties, and special districts and was called on to conduct searches for some of the largest, most complex organizations in the country—and some of the smallest. Bob conducted searches for chief executives, department heads, professional and technical positions, taking the lead on many of the firm’s most difficult assignments with great success. His clients retained him again and again, given the quality of his work and success in finding candidates for difficult to fill positions.

As our Founder, Bob currently takes on few searches personally but continues to be an active presence at Bob Murray & Associates, providing valued insight and experience to our team members regarding all aspects of the recruitment process.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT AND RECRUITER

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Since joining Bob Murray & Associates, Valerie has completed over 160 searches in a diverse range of fields, including city and general management, planning, finance, human resources, transportation,

communication and public relations, community and economic development, information technology, parks and recreation, and operations. She has recruited at all levels of municipal and non-profit organizations, from technicians and engineers to Executive Directors and Chief Executive Officers.

Valerie is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success; she is also active in a variety of industry organizations and in diversity-focused associations. Valerie is called upon often to serve as an expert speaker on topics such as managing one's online reputation, diversity issues in municipal and non-profit leadership, and how to identify a good "fit" for organizational culture.

Ms. Gaeta Phillips, along with Executive Vice President Gary Phillips, has a passion for helping people, evidenced by fundraising, sponsorship, and involvement in raising awareness for organizations such as Autism Speaks, the UC Davis M.I.N.D. Institute, and the Northern California Special Olympics.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT AND RECRUITER

Since joining Bob Murray & Associates, Mr. Phillips has completed over 125 searches for executives and professionals in a wide variety of fields including animal services, city and general management, planning, legal counsel, cyber security, and human resources. Gary's clients have ranged from municipal government to non-profit and private sector organizations, and he has sourced outstanding candidates for positions from the level of division managers up to City Managers, Executive Directors, and General Managers.

Gary started his career with a New York-based Fortune 100 company and quickly became a Senior Manager, building and running a large customer service organization that eventually expanded to 13 countries in Europe. He proceeded to hold senior leadership positions in several Fortune 500 companies, with noted successes such as building an organization from two to 250 employees worldwide and growing a company from 800 to 1200 employees.

As part of an executive acquisition and recruiting team, Gary helped build a start-up enterprise software company in San Francisco, recruiting top-notch talent and building a world-class organization. He has maintained customer relationships in the public sector and the private sector, including medical and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips, along with Ms. Gaeta-Phillips, is involved in his community as a soccer coach, as an organizer of fundraisers for Autism Speaks and the UC Davis M.I.N.D. Institute, and as a sponsor of the Northern California Special Olympics. Mr. Phillips received his Associate of Science degree and completed additional coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT AND RECRUITER

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 17 years of experience in executive recruitments with our firm. In his time with Bob Murray & Associates, Regan has conducted over 275 executive searches ranging from managers and

department heads to City Managers, Executive Directors, and General Managers. If Regan were to have a recruiting specialty, it would be public safety positions: he has personally conducted over 60 Police Chief and 20 Fire Chief recruitments.

Prior to joining Bob Murray & Associates, Regan served as Director of Public Safety with the City of Sunnyvale, CA. He was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. Regan's clients find his prompt and personal attention, insight, and expertise in recruitment and selection an asset. He is often called upon to recruit for difficult-to-fill law enforcement positions, such as the position of Police Chief or City Manager in challenging political environments.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT AND RECRUITER

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining Bob Murray & Associates in 2013. Throughout his career, Joel has been involved in public sector consulting, with vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

Joel has a solid reputation as a leader in the public sector and his ability to find and evaluate outstanding applicants for our clients is invaluable in the search process. Since joining Bob Murray & Associates, Joel has conducted over 100 recruitments in a broad range of sectors including police, fire, building, planning, city management, and general management. He is often called upon to recruit specialized or difficult-to-fill positions, such as Independent Police Auditor.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University. He is currently based in Walnut Creek, CA.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER

Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Adventist Medical Center's Civic Advisory Board and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

CARMEN VALDEZ, SENIOR EXECUTIVE RECRUITER

Carmen Valdez provides executive recruitment and human resource services to municipal government agencies and non-profits. She has more than 25 years' experience in executive search, general human resources, classification and compensation, testing, policy development, performance management, team building, organizational development, discipline, and other employee relations activities.

Carmen has most recently been consulting with Municipal Resource Group, prior to which she spent over 30 years with the City of Milpitas, a Silicon Valley city of 70,000 residents. In this capacity, she was responsible for collective bargaining, PEPRA and Affordable Care Act implementation, modernizing Human Resource services to improve efficiencies and reduce costs, revamping the Workers Compensation service delivery and completing a City-wide strategic plan. Carmen also spent almost 2 years as the Director of Recreation Services.

In addition to her significant experience in the public sector, Carmen earned a Bachelor of Arts degree in Business from University of Phoenix. She is also a member of Local Government Hispanic Network and League of Women in Government. She is an avid runner and enjoys giving back to her community.

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER

Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner

of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

NINA JAMSEN, SENIOR EXECUTIVE RECRUITER

Ms. Jamsen brings over 33 years of local government experience to the firm. She retired as Chief of Police from California State University, San Bernardino, prior to joining Bob Murray and Associates. Nina also served the San Bernardino County Sheriff's Department in the capacity as a Police Chief for the cities of Loma Linda and Grand Terrace.

Ms. Jamsen has a strong leadership reputation in the public sector in the Inland Empire. Throughout her six-and-a-half-year tenure as a Police Chief, she implemented major forward-thinking changes to her agency. Her philosophy was driven by strong community-oriented policing, guided by 21st Century policing pillars. Ms. Jamsen has extensive experience in recruiting, selecting, and promoting a diverse and inclusive work force. She has participated in numerous search committees involving various department heads in the public sector and has had first-hand experience interviewing, selecting, and promoting candidates. Nina was recognized as a Pioneer Woman in 2017 by the City of San Bernardino and as a Woman of Distinction in 2019 by the 40th District of the California State Assembly.

Ms. Jamsen obtained her Bachelor's Degree in Administration of Criminal Justice from the University of West Virginia, earned her teaching credential from San Bernardino State University, and graduated the FBI National Academy.

Nina is a proud Finnish native, first generation college graduate, and is fluent in Swedish and Finnish.

ALEXANDRIA KOPACK, RECRUITMENT AND OPERATIONS MANAGER

Alex is the Recruitment & Operations Manager with Bob Murray & Associates, and partners closely with each executive recruiter to support both clients and candidates through the entire recruitment process. Alex also offers support to the recruitment coordinators by ensuring each employee has the tools necessary for success within the firm. She also posts available positions to job boards, schedules interviews, conducts background checks on candidates, and creates marketing materials for each search.

Alex graduated with a bachelor's degree in Business Administration from Boise State University. She has several years of experience in many different office settings and is eager to assist in the hiring process.

In her spare time, Alex enjoys spending time with her husband, family, and poodle (Theo), as well as playing tennis whenever weather allows.

KATHY LOLAS, SENIOR RECRUITMENT COORDINATOR

Kathy recently joined the Bob Murray & Associates team after eight years of retirement. She is serving as a Recruitment Coordinator and brings over 30 years of experience from the residential real estate, state government, and life coaching industries. As a Recruitment Coordinator, Kathy partners closely with executive recruiters to provide support to candidates and clients throughout the recruitment process. She assists with scheduling, conducting background checks, creating marketing materials, and posting advertisements for open recruitments.

Kathy returned to graduate school in 2015, earned her Master’s degree and launched a private life-coaching practice. She is known for her outgoing personality, attention to detail and collaborative approach to successfully completing executive recruitments. In her free time, Kathy enjoys playing jazz piano, travel, boating, and playing with her poodle, “Rocky”.

CHRISTOPHER HARRIS, SENIOR RECRUITMENT COORDINATOR

Mr. Harris is a Recruitment Coordinator with Bob Murray & Associates and is an essential part of our hiring experience. He partners closely with the executive recruiters to support hiring initiatives and is responsible for facilitating the movement of candidates through the recruitment process.

His responsibilities entail everything from creating marketing materials, posting available positions to job boards, candidate research, interview scheduling, conducting background checks, and ensuring the overall hiring process runs smoothly.

Chris recently graduated as the Valedictorian of his class from Saint Mary’s College of California with a bachelor’s degree in Politics. He has worked at Bob Murray & Associates seasonally throughout college, and he brings knowledge from a variety of jobs and internships to his role as a Recruitment Coordinator.

Outside of the workplace, Chris enjoys spending time with his family, working out, and reading about foreign policy and national security.

GINI HERNDON, CONTRACTS ADMINISTRATOR/BOOKKEEPER

Ms. Gini Herndon is the Contracts Administrator/Bookkeeper at Bob Murray & Associates. Ms. Herndon is the first point of contact at Bob Murray & Associates and has an extensive administrative background in business law.

Ms. Herndon is known for her collaborative approach as she works closely with our internal team and clients to ensure a successful search. As a first point of contact, Ms. Herndon is highly professional and maintains a high level of confidentiality and sensitivity.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 280
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like City of Camas:

- California Special Districts Association – *Member*
- California City Management Foundation (CCMF) – *Member*
- International City/County Management Association (ICMA) – *Member*
- League of California Cities – *League Partner*
- League of Women in Government – *Sponsor/Member*
- Municipal Management Association of Northern California (MMANC) – *Sponsor/Member*
- Municipal Management Association of Southern California (MMASC) – *Sponsor/Member*
- National Forum for Black Public Administrators (NFBPA) – *Committee member for Marketing and Branding*

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- “Role of the Chief” class, presented by Joel Bryden on behalf of the California Police Chiefs Association
- Organization of Latino Affairs invited speaker, Valerie Phillips for Hispanic Heritage Month; and
- “The Next Step on Your Career Ladder: A Rung Up or a Missed Step? What City Managers are Seeking to Create a Dream Team,” Bob Murray & Associates is a leading participant on the MMANC 2019 Conference Panel

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

- CLIENT:** City of Tacoma, WA
POSITION: Police Chief
REFERENCE: Ms. Shelby Fritz, Human Resources Director
(253) 591-5413

- CLIENT:** City of Vancouver, WA
POSITION: Police Chief
REFERENCE: Mr. Eric Holmes, City Manager
(360) 487-8600
Mr. Dean Perez, Deputy Director of Human Resources
(360) 487-8406

- CLIENT:** City of Walla Walla, WA
POSITION: Police Chief
REFERENCE: Mr. Nabil Shawa, City Manager
(509) 527-4522

We appreciate the City of Camas’s consideration of our proposal and look forward to working with you.



INTERLOCAL HDC.1785

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF CAMAS

616 NE 4th Ave., Camas, WA 98607

and

CITY OF WASHOUGAL

1701 C St., Washougal, WA 98671

Project: Stormwater Source Control for Existing Developments
 Service Description: Assist Cities in meeting the requirements for the Phase II Permit with funding from Ecology’s Pollution Prevention Assistance (PPA) Program
 Contract Name: CCPH Camas-Washougal Interlocal Stormwater PPA HDC.1785
 Contract Period: January 1, 2023-Ongoing

Clark County Contacts		
Program	Other	Contract
J. Kimberly Walker-Norton 564-397-7388 j.kimberly.walker-norton@clark.wa.gov	Brian Schlottmann 564-397-8258 brian.schlottman@clark.wa.gov	Joelle Loescher 360.949.5296 CntyHealthGrantContract@clark.wa.gov

City of Camas		
Program	Other	Contract
Jackie Caldwell 360-817-7388 jcaldwell@cityofcamas.us	Steve Wall 360-817-7899 swall@cityofcamas.us	Steve Hogan 360-834-6864 shogan@cityofcamas.us

City of Washougal		
Program	Other	Contract
Sean Mulderig 360-835-2662 x228 sean.mulderig@cityofwashougal.us	Trevor Evers trevor.evers@cityofwashougal.us	David Scott david.scott@cityofwashougal.us

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as "Clark," and City of Camas hereinafter referred to as "Camas," and City of Washougal hereinafter referred to as "Washougal," Clark, Camas and Washougal agree to all terms and conditions, exhibits, and requirements of this contract.

CLARK COUNTY

CITY OF CAMAS

Kathleen Otto, County Manager Date

By: _____
Steve Hogan, Mayor

Attest:

APPROVED AS TO FORM ONLY:

By: _____
Bernie Bacon, City Clerk

Approved as to form only:

Amanda Migchelbrink Date
Deputy Prosecuting Attorney

By: _____
Shawn MacPherson, City Attorney

CITY OF WASHOUGAL

By: _____
David Scott, City Manager

Attest:

By: _____
Jennifer Forsberg, City Clerk

Approved as to form only:

By: _____
Ken Woodrich, City Attorney

TERMS AND CONDITIONS

1. Time. The contract shall be effective beginning January 1, 2023 and shall continue for the duration of Clark's award from Ecology for the Pollution Prevention Assistance (PPA) Program. Clark reserves the right to extend the contract for a period of five (5) one (1) year periods.
2. Termination. Parties may terminate this Contract immediately upon any breach by any party in the duties as set forth in the Contract. The waiver by any parties of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Parties may terminate this Contract without cause with a ninety (90) day written notice.
3. Independent Contractor. The Parties to this Contract are independent contractors. No Party is an agent, representative, or partner of the other Party. No Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Contract shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon any Party.
4. Indemnification / Hold Harmless. To the extent authorized by law, the Parties shall indemnify and hold harmless one another and their employees, officers, contractors and agents, from and shall process and defend at their own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or cost, of whatsoever kind or nature, brought against the one party arising out of, in connection with, or incident to any other party's performance or failure to perform any aspect of this Contract, provided, that if such claims are caused by or result from the concurrent negligence of the Parties, their respective employees, officers, contractors or agents, this indemnity provision shall be valid and enforceable only to the extent of their respective allocations of negligence, and provided further, that nothing herein shall require the Parties to hold harmless or defend the other or its employees, officers, contractors or agents from any claims arising from that Party's sole negligence or that of its employees, officers, contractors or agents. The terms of this section shall survive the termination of this Contract. Should a court of competent jurisdiction determine that this Contract 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 City, its officers, officials, employees, and volunteers, City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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 Contract.

5. Waiver. No waiver by any party of any term or condition of this Contract shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach.
6. Contract Documents: Other documents included in this contract include Exhibit A, Roles and Responsibilities. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
7. Equal Employment Opportunity: Parties will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status or national origin.
8. Changes: Parties may, from time to time, require changes in the roles and responsibilities to be performed hereunder. Such changes, shall be in writing, signed by all parties and incorporated in the written amendments to the Contract.
9. Public Records Act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.
10. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue

for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

11. Confidentiality. With respect to all information relating to each party that is confidential and clearly so designated, each party agrees to keep such information confidential. Each party shall comply with all applicable provisions of RCW 70.24, 70.28, and any other state law applicable to confidentiality of information.

12. Conflict of Interest. Parties' covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. Parties' further covenants that no person having such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.

13. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. No Party shall be required to provide or show proof of any other insurance coverage.

14. Consent and Understanding. This contract contains a complete and integrated understanding of the contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by all parties.

15. Force Majeure. No Party will be liable for failure or delay performing obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreaks of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The

parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

- 16. Audit and Records. During the progress of the work and for a period of not less than three (3) years from the date of final payment, all parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary, for inspection and audit by the parties, the State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit.

- 17. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

EXHIBIT A
ROLES AND RESPONSIBILITIES
CONTRACT HDC.1785

1. Background

Clark County Public Health is a Permittee under the Phase I Municipal Stormwater Permit (the "Phase I Permit") issued by the Washington State Department of Ecology ("Ecology") pursuant to the National Pollutant Discharge Elimination System ("NPDES") permitting program established under the federal Clean Water Act, 33 U.S.C. § 1251 et seq. (the "CWA"), and Washington's Water Pollution Control Law, chapter 90.48 RCW (the "WPCL").

The participating Cities are Permittees under the Phase II Western Washington Municipal Stormwater Permit (the "Phase II Permit") issued by Ecology pursuant to the NPDES permitting program established under the CWA and the WPCL. In this Contract, the Phase I Permit and the Phase II Permit are together referred to as the "NPDES Permits".

2. Objective

For Clark to obtain additional funding through Ecology's Pollution Prevention Assistance Program ("PPA") in order to assist the Cities in meeting their requirements in the Phase II Permit (S5.C.8.b.iii(b)). Cities are required to implement a program to prevent and reduce pollutants in runoff from areas that discharge to the Municipal Separate Storm Sewer System (MS4) or Underground Injection Controls (UICs). The intent is for Clark and the Cities to work together efficiently and effectively to accomplish the project.

3. Roles and Responsibilities of Clark

3.1. Annually, starting in 2023, Clark shall utilize the Cities' list of existing pollution generating developments to conduct inspections and provide education.

3.1.1. The number of inspections shall be equal to 20% of the existing developments list. Existing developments are defined as institutional, commercial, and industrial sites through the established developments.

3.2. Relay storm pollutant issue(s) that require enforcement actions to the Cities.

3.3. Share printed educational resources and spill kits provided through PPA with the Cities.

3.4. Report data biannually to the cities.

4. Roles and Responsibilities of Cities

- 4.1. Provide Clark with a list of existing developments prior to each inspection year.
- 4.2. Address storm pollutant issues relayed from Clark and perform the necessary follow-up visits to confirm compliance.

5. Notices

Any notices to be given under this Contract shall at minimum be delivered, postage prepaid, and addressed to:

Clark County Public Health	City of Camas	City of Washougal
Attention: Grants and Contracts PO Box 9825 Vancouver, WA 98666 cnyhealthgrantcontract@clark.wa.gov	Attention: Public Works Director 616 NE 4th Ave Camas, WA 98607 swall@cityofcamas.us	Attention: Public Works Director 1701 C St Washougal, WA 98671 trevor.evers@cityofwashougal.us

The name and address to which notices shall be directed may be changed by any party giving the other notice of such change.

6. Document Execution and Filing

The Parties agree that this Contract shall be executed using electronic signatures. Upon execution, all Parties shall retain a fully executed Contract. The Cities shall cause a copy of this contract to be posted on their website pursuant to RCW 39.34.040. This fully executed contract shall be distributed to the designated agents of the parties, named as follows:

Clark County Public Health	City of Camas	City of Washougal
Attention: Grants and Contracts cnyhealthgrantcontract@clark.wa.gov	Attention: Public Works Director swall@cityofcamas.us	Attention: Public Works Director trevor.evers@cityofwashougal.us



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Camas, Washington, with offices at 616 NE 4th Avenue, Suite F, Camas, Washington 98607 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated November 24, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of July 1, 2022 and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the SaaS Term as defined in the Agreement. Payment of fees and costs for such items shall conform to the following terms:
 - a. The annual SaaS fees payable under the Agreement shall be increased in the amount of \$32,234, for the Tyler Software added herein. The first year's annual SaaS Fees shall be invoiced on July 1, 2022, prorated for the time period commencing on such date and ending concurrently with the Client's annual SaaS Term under the Agreement. Subsequent SaaS Fees shall be invoiced in accord with the terms of the Agreement.
 - b. Unless otherwise provided herein, services identified at Exhibit 1 and added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Camas, Washington

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By: Kyle M. Johnson
 Quote Expiration: 10/09/22
 Quote Name: City of Camas-ERP-Munis (Addl' Modules)
 Quote Description: 4-12-22 Camas, WA Additional Module
 SaaS Term 4.75

Sales Quotation For:

City of Camas
 616 NE 4th Ave Ste F
 Camas WA 98607-2166
 Phone: 3608346864

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Bid Management	1	32	\$ 3,514.00
Inventory	1	64	\$ 6,456.00
Civic Services			
Decision Engine	1	8	\$ 8,700.00
Content Management			
Content Manager Enterprise Auto Indexing and Redaction	1	16	\$ 2,857.00
Content Manager Enterprise Web Services Interface	1	24	\$ 2,857.00
Subscription Fees			
ACFR Statement Builder	1	32	\$ 7,850.00
TOTAL		176	\$ 32,234.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Content Manager Enterprise Upgrade (Existing Client with Core)	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00	\$ 0.00
Content Manager Enterprise Upgrade Installation	1	\$ 1,500.00	\$ 0.00	\$ 1,500.00	\$ 0.00
Install Fee - ACFR Statement Builder	1	\$ 500.00	\$ 0.00	\$ 500.00	\$ 0.00
Onsite Implementation	48	\$ 175.00	\$ 0.00	\$ 8,400.00	\$ 0.00
Remote Implementation	128	\$ 175.00	\$ 0.00	\$ 22,400.00	\$ 0.00
TOTAL				\$ 34,300.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0.00	\$ 0.00
Total Annual	\$ 0.00	\$ 32,234.00
Total Tyler Services	\$ 34,300.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 34,300.00	\$ 32,234.00
Contract Total	\$ 187,411.50	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Billing Dates of 07/01/22 - 03/31/27



Staff Report

July 18, 2022 Council Meeting

Ordinance 22-010 Amending Section 2.04.040 of the Camas Municipal Code relating to remote meeting attendance

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

SUMMARY: With the changes to the Open Public Meetings Act (OPMA) under ESHB 1329 now in effect, the Camas Municipal Code (CMC) needs to be changed to reflect the new law.

While under OPMA, meetings must have a physical location for the public to attend, the law now expressly allows members of a governing body to attend meetings remotely. A governing body as defined in the OPMA, is any multimember board, commission, committee, council, or other policy or rule-making body of a public agency. As such, these code changes apply to all the City’s meeting bodies that meet these criteria. This will allow their members to participate remotely.

This change does not apply to attendance in Executive Sessions. Given the strict laws surrounding the confidentiality of Executive Sessions, the updates state that they be attended in person, while permitting remote participation on a case-by-case basis. The remote participation is allowable only if City Council considers a member’s participation necessary and is confident in the security of that member’s remote communication.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? *Changes to the CMC to reflect OPMA changes to be approved by Council at a future meeting.*

What’s the data? What does the data tell us? *N/A*

How have communities been engaged? Are there opportunities to expand engagement? *N/A.*

Who will benefit from, or be burdened by this agenda item? *Members of the public and the City’s governing bodies will benefit from this item.*

What are the strategies to mitigate any unintended consequences? *N/A.*

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. *N/A.*

Will this agenda item improve ADA accessibilities for people with disabilities? *Yes, should any members have accessibility issues, remote attendance can accommodate their participation.*

What potential hurdles exists in implementing this proposal (include both operational and political)? *N/A.*

How will you ensure accountabilities, communicate, and evaluate results? *Staff will continue to follow state guidelines surrounding the OPMA.*

How does this item support a comprehensive plan goal, policy or other adopted resolution? *N/A.*

RECOMMENDATION: Staff recommends adopting Ordinance 22-010.

ORDINANCE NO. 22-010

AN ORDINANCE amending Section 2.04.040 of the Camas Municipal Code relating to remote meeting attendance.

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

A new Subsection 2.04.040 (C)(4) is added to the Camas Municipal Code to provide as follows:

(C)(4) Remote attendance for any other reason would be considered as an alternative and relatively infrequently used method for participation, subject to the Council member providing sufficient advance notice and further subject to the Council member demonstrating that satisfactory equipment will be available for their participation as required herein.

Section II

A new Subsection 2.04.040 (F) is hereby added to the Camas Municipal Code to provide as follows:

(F) All executive sessions shall be attended in person by a Council Member. The Council may permit participation from remote locations only when the Council, on a case-by-case base, considers such participation as necessary, and the Council is confident in the security of such remote communication.

Section III

This Ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this _____ day of _____, 2022.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

July 18, 2022 Council Meeting

Ordinance 22-011 Amending certain provisions of the Camas Municipal Code relating to City commission meetings

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jpgorsuch@cityofcamas.us

SUMMARY: With the changes to the Open Public Meetings Act (OPMA) under ESHB 1329 now in effect, the Camas Municipal Code (CMC) needs to be changed to reflect the new law.

While under OPMA, meetings must have a physical location for the public to attend, the law now expressly allows members of a governing body to attend meetings remotely. A governing body as defined in the OPMA, is any multimember board, commission, committee, council, or other policy or rule-making body of a public agency. As such, these code changes apply to all the City's meeting bodies that meet these criteria. This will allow their members to participate remotely.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? *Changes to the CMC to reflect OPMA changes to be approved by Council at a future meeting.*

What's the data? What does the data tell us? *N/A*

How have communities been engaged? Are there opportunities to expand engagement? *N/A.*

Who will benefit from, or be burdened by this agenda item? *Members of the public and the City's governing bodies will benefit from this item.*

What are the strategies to mitigate any unintended consequences? *N/A.*

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. *N/A.*

Will this agenda item improve ADA accessibilities for people with disabilities? *Yes, should any members have accessibility issues, remote attendance can accommodate their participation.*

What potential hurdles exists in implementing this proposal (include both operational and political)? *N/A.*

How will you ensure accountabilities, communicate, and evaluate results? *Staff will continue to follow state guidelines surrounding the OPMA.*

How does this item support a comprehensive plan goal, policy or other adopted resolution?
N/A.

RECOMMENDATION: Staff recommends adopting Ordinance 22-011.

ORDINANCE NO. 22-011

AN ORDINANCE amending certain provisions of the Camas
Municipal Code relating to City commission meetings

THE COUNCIL OF THE CITY OF CAMAS DO ORDAIN AS FOLLOWS:

Section I

Camas Municipal Code Section 2.28.040 is hereby amended to provide as follows:

Camas Municipal Code 2.28.040 - Officers—Quorum—Regular meetings

The parks and recreation commission shall annually elect a chairperson and vice chairperson to preside at its meeting. Four members of the commission shall constitute a quorum for the transaction of business, and a majority of the commission shall be required to approve any action. The parks and recreation commission shall have a regular monthly meeting on the fourth Wednesday of each month at five p.m. at City Hall or by remote attendance via audio or video conferencing as may be allowed by law and under the circumstances as set forth within Camas Municipal Code Section 2.04.040C. Remote attendance by commission members shall be announced by the Chairperson, or Vice Chairperson in the absence of the Chairperson, and be reflected in the meeting minutes. Remote attendance shall further be subject to the conditions as set forth within Section 2.04.040D.

Section II

Camas Municipal Code Section 2.32.060 is hereby amended to provide as follows:

Camas Municipal Code 2.32.060 – Meetings

The planning commission shall meet on the third Tuesday of each month at the hour of seven p.m., which meetings shall be held at City Hall of Camas, Washington or by remote attendance via audio or video conferencing as may be allowed by law and under the circumstances as set forth within Camas Municipal Code Section 2.04.040C. Remote attendance by commission members shall be announced by the Chairperson and be reflected in the meeting minutes. Remote attendance shall further be subject to the conditions as set forth within Section 2.04.040D. Special meetings may be called by the chairman of the planning commission upon due notice to all members of the commission and upon compliance with the notice requirements of the Open Public Meetings Act, RCW Chapter 42.30.

Section III

This ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED by the Council and APPROVED by the Mayor this 18th day of July, 2022

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

July 18, 2022 Council Regular Meeting

Resolution 22-010 Creating a New Position in Public Works

Presenter: Jennifer Gorsuch, Administrative Services Director

Time Estimate: 5 minutes

Phone	Email
360.817.7013	jgorsuch@cityofcamas.us

BACKGROUND: Resolution 22-010 will create a new position in the Public Works Department titled Fleet Supervisor. The proposed job description and salary scale are comparable to similar sized entities and are geographically appropriate.

This information was presented at the June 21 Workshop during Public Works Director Steve Wall’s Staff Update.

SUMMARY:

The City has had a need for a Fleet Supervisor for many years. The Lead Mechanic has been acting in this role, but the scope and responsibility required for the position has grown and the position is no longer acting in the capacity of a Mechanic. The position will be an FLSA exempt position and as a non-union supervisor will be entitled to receive 40 hours of administrative leave, consistent with the other supervisors at the city.

This is not adding to current staffing levels. The Lead Mechanic will be reclassified to this position due to already performing the necessary duties and meeting qualifications.

The Lead Mechanic position will not be backfilled.

The 2022 salary scale is \$7403-8840/monthly.

EQUITY CONSIDERATIONS:

What are the desired results and outcomes for this agenda item? The desired result is to appropriately staff the public works department with proper classifications now and for the future.

What’s the data? What does the data tell us? The data from comparable entities shows that both the position description and the proposed salary is valid.

How have communities been engaged? Are there opportunities to expand engagement?
N/A

Who will benefit from, or be burdened by this agenda item? The City employees utilizing vehicles and the citizens will benefit due to the ability of this position to fully focus on fleet services and efficiencies to serve the community.

What are the strategies to mitigate any unintended consequences? N/A

Does this agenda item have a differential impact on underserved populations, people living with disabilities, and/or communities of color? Please provide available data to illustrate this impact. N/A

Will this agenda item improve ADA accessibilities for people with disabilities? N/A

What potential hurdles exists in implementing this proposal (include both operational and political)? N/A

How will you ensure accountabilities, communicate, and evaluate results? N/A

How does this item support a comprehensive plan goal, policy or other adopted resolution?
N/A

BUDGET IMPACT: The differential in salary between the Lead Mechanic and Fleet Supervisor will add approximately \$9k (salary and benefits) to the budget for the remainder of 2022.

RECOMMENDATION: Staff recommends that Council adopt Resolution 22-010.

RESOLUTION NO. 22-010

A RESOLUTION creating a new position within the Public Works Department.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I

There is hereby created in the Public Works Department a new position entitled Fleet Supervisor. Such position shall be a non-represented position and shall perform such duties as shall be outlined in any job description proscribed by the City, as may be revised from time to time. The position is FLSA exempt and eligible for 40 hours of administrative leave. The position description and salary schedule are attached hereto as Exhibit "A" and shall be effective as of August 1, 2022.

II

PASSED BY the Council and approved by the Mayor this 18th day of July, 2022.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit "A"

Item 11.

Position							
	1	2	3	4	5	6	7
Fleet Supervisor	7403	7625	7854	8090	8332	8582	8840