



**City Council Special Meeting Agenda**  
**Monday, December 19, 2022, 4:30 PM**  
**Council Chambers, 616 NE 4th Avenue**

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*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 observe meeting (no public comment ability)**

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

**To participate in meeting (able to public comment)**

Use Zoom app and Meeting ID – 886 2522 8486; or click <https://us06web.zoom.us/j/88625228486>  
(Public comments may be submitted to [publiccomments@cityofcamas.us](mailto:publiccomments@cityofcamas.us))

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**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. [Camas City Council November 21, 2022 and December 5, 2022 Workshop and Regular Meetings Minutes Approval](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [\\$87,830 Harper Houf Peterson Righellis, Inc. Sierra Street Pavement and ADA Improvements Phase 2 Professional Services Agreement Amendment No. 2 \(Submitted by James Carothers, Engineering Manager\)](#)
4. [\\$63,350 DKS Associates Camas Transportation Plan and Traffic Impact Fee Update Professional Services Agreement Amendment No. 5 \(Submitted by James Carothers, Engineering Manager\)](#)
5. [\\$101,615 FCS Group Professional Services Agreement for 2023 Utility Rate Study Update \(Submitted by Steve Wall, Public Works Director\)](#)
6. [Axon Enterprises, Inc. Camera Systems Contracts \(Submitted Mitch Lackey, Police Chief\)](#)

## **NON-AGENDA ITEMS**

7. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator  
Time Estimate: 10 minutes
8. Council

## **MAYOR**

9. Mayor Announcements
10. [2023 Council Appointments](#)
11. [2023 Citizen Appointments](#)

## **MEETING ITEMS**

12. [Exigy Consultant Professional Services Agreement](#)  
[Presenter: Jennifer Gorsuch](#), Administrative Services Director  
Time Estimate: 5 minutes
13. [Camas 2023 Legislative Agenda](#)  
[Presenter: Jeff Swanson, Interim City Administrator](#)  
[Time Estimate: 5 minutes](#)

## **PUBLIC COMMENTS**

## **CLOSE OF MEETING**



**City Council Workshop Minutes - Draft  
Monday, November 21, 2022, 4:30 PM  
Council Chambers, 616 NE 4th Avenue**

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*NOTE: Please see the published agenda packet for item file attachments*

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**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 John Nohr

Council Member Boerke arrived at 5:00 p.m.

Staff: Bernie Bacon, Carrie Davis, Cliff Free, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Jeff Swanson, Connie Urquhart, and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

Helen Gerde, Camas, commented about the City of Camas budget.

John Ley commented about the Everett Street Corridor Open House event.

Randal Friedman, commented about the Northshore Subarea Plan.

**WORKSHOP TOPICS**

1. Lacamas Watershed Council Presentation

Presenter: Judit Lorincz, Lacamas Watershed Council President and Terry Waters, Phytoplankton Monitoring Network (PMN) Team Lead Coordinator

Lorincz and provided an overview of the Lacamas Watershed Council.

2. Rose Property Interim Use Review

Presenter: Steve Wall, Public Works Director

Wall provided an overview of the City's Rose Property site. There was consensus among Council to demolish the existing house contingent on additional information from staff and to continue maintaining the outbuildings and land as useful assets.

3. City of Camas Third Quarter 2022 Financial Performance Presentation

Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson provided an overview to Council about the City's third quarter 2022 financial performance. This item was for Council's information only.

4. Staff Miscellaneous Updates  
Presenter: Jeff Swanson, Interim City Administrator

Lackey provided an update about the State of Washington's Use of Force laws and the City's related required policy.

Swanson commented about the Clark County Transportation Alliance Policy statement. This item has also been placed on the November 21, 2022 Regular Meeting agenda.

Swanson suggested, and Council concurred, canceling the December 19, 2022 Workshop meeting and to move the Regular meeting to 4:30 p.m. Council Member Carter will not be in attendance.

## **COUNCIL COMMENTS AND REPORTS**

Hein commended staff about the care of the Washougal River Greenway and Goot Park; attended the Georgia-Pacific (GP) Mill Clean-Up Advisory Committee meeting, the Everett Street Corridor Analysis Open house, and will attend the next Parks and Recreation Commission meeting.

Carter attended the Finance Committee and Fire-Joint Policy Advisory Committee (JPAC) meetings and announced the Camas Public Library's centennial celebration.

Anderson attended the Finance Committee, JPAC, and C-TRAN meetings

Lewallen attended the GP Mill Clean-Up Advisory Committee meeting, announced the Veterans of Foreign Wars (VFW) Camas Cemetery Wreaths Across America and Hometown Holidays events, commented about citizen concerns about the City's proposed budget, issues related to trees, and illegal RV parking near Crown Park.

Mayor announced that there will be a World War II memorial monument commemoration event in conjunction with the Wreath Across America event.

Chaney attended the Everett Street Corridor Analysis Open House, the Finance Committee and JPAC meetings.

Nohr commented about department meetings, a library tour, and attended the East County Ambulance Advisory Board (ECAAB) meeting.

Boerke commented about citizen concerns about the City's proposed budget and illegal RV parking near Crown Park and inquired about JPAC.

Mayor announced the City's Hometown Holidays event on December 2, 2022.

## **PUBLIC COMMENTS**

John Ley commented about the Clark County Transportation Alliance agenda item, the Lacamas Watershed Council presentation, and about the Rose Property presentation.

## **CLOSE OF MEETING**

The meeting closed at 6:29 p.m.



**City Council Regular Meeting Minutes - Draft  
Monday, November 21, 2022, 7:00 PM  
Council Chambers, 616 NE 4th Avenue**

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*NOTE: Please see the published agenda packet for item file attachments*

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**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 John Nohr

Staff: Bernie Bacon, Debra Brooks, Carrie Davis, Cliff Free, Cathy Huber Nickerson, Trang Lam, Robert Maul, Bryan Rachal, Heather Rowley, Ron Schumacher, Jeff Swanson, Connie Urquhart, and Steve Wall

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.

Anna Waendelin, Camas, commented about City development and infrastructure and corresponding developer's fees; and about the proposed taxes agenda items.

Jon Girod, Quail Homes owner, commented about the impact fees agenda item.

John Ley commented about City taxes, fees and Fire Department staffing.

Alicia King, Camas, commented about the North Shore agenda item and a tree arborist.

Brad Jensen, Camas, commented about the proposed taxes agenda items.

Douglas Perednia, Camas, commented about the proposed taxes agenda items and the North Shore agenda item.

Marie Tabata-Callerame, Camas, commented about the Lacamas Watershed Council presentation.

Steven Dabasinskas, Camas, commented about the proposed taxes agenda items and the City's budget.

**CONSENT AGENDA**

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

1. Camas City Council November 1, 2022 Special Meeting, November 7, 2022 Workshop and Regular Meetings Minutes Approval
2. \$829,253.50 Automated Clearing House and Claim Checks Numbered 152545-152575 and 152589-152666
3. \$134,005.64 October 2022 Emergency Medical Services (EMS) Write-off Billings; \$107,940.76 Monthly Uncollectable Medicare and Medicaid Accounts Balances; \$26,064.88 Ground Emergency Medical Transport funding (Submitted by Cathy Huber Nickerson, Finance Director)
4. MOU between Camas Police Officers' Association and the City of Camas (Submitted by Jennifer Gorsuch, Administrative Services Director)

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

#### **NON-AGENDA ITEMS**

5. Staff

There were no items from staff.

6. Council

There were no items from Council.

#### **MAYOR**

7. Mayor Announcements

Mayor Hogan recognized the Downtown Camas Association (DCA) Light Brigade for their efforts and awarding of the 2022 Excellence on Main Award.

#### **MEETING ITEMS**

8. Clark County Transportation Alliance 2023 Policy Statement  
Presenter: Jeff Swanson, Interim City Administrator

**It was moved by Carter, and seconded, to approve the Clark County Transportation Alliance 2023 Policy Statement. The motion carried by a vote of six in favor.**

9. Public Hearing for Ordinance No. 22-024 Establishing 2% Utility Tax on City-Owned Utilities  
Presenter: Cathy Huber Nickerson, Finance Director

Mayor Hogan opened the public hearing at 7:39 p.m.

The following members of the public provided testimony:  
Zach Goodman, Camas  
Brad Jensen, Camas

Claudia Heacock, Camas  
Shannon Roberts, Camas  
Helen Gerde, Camas  
Anna Waendelin, Camas  
Alicia King, Camas  
John Ley  
Steven Dabasinskas, Camas  
Brian Wiklem, Camas  
Randal Friedman, Camas  
Scott Hogg, Camas  
Emailed public comments:  
Charity Feb, Camas  
Swati Wilson, Camas

The hearing was closed at 8:12 p.m.

**It was moved by Carter, and seconded, that Ordinance No. 22-024 be adopted and published according to law. The motion passed by a majority vote as follows:**

Anderson - Aye  
Boerke - Aye  
Carter - Aye  
Chaney - No  
Hein - No  
Lewallen - No  
Nohr - Aye

10. Public Hearing for Ordinance No. 22-021 Amending the City of Camas' 2022 Budget  
Presenter: Cathy Huber Nickerson, Finance Director

Mayor Hogan opened the public hearing at 8:45 p.m.

The following members of the public provided public testimony:

Brad Jensen, Camas

**This public hearing will remain open until December 5, 2022.**

11. Public Hearing for 2023 Property Tax Levies  
Presenter: Cathy Huber Nickerson, Finance Director

Mayor Hogan opened the public hearing at 8:51 p.m.

The following members of the public provided public testimony:

Zach Goodman, Camas  
Brad Jensen, Camas  
John Ley

The hearing was closed at 8:57 p.m.

12. Ordinance No. 22-022 Levying the ad valorem taxes for the General Fund for 2023  
Presenter: Cathy Huber Nickerson, Finance Director

**It was moved by Carter, and seconded, that Ordinance No. 22-022 be adopted and published according to law. The motion failed by the following vote:**

Anderson - Aye  
Boerke - Aye  
Carter - Aye  
Chaney - No  
Hein - No  
Lewallen - No  
Nohr - No

13. Ordinance No. 22-023 Levying the ad valorem taxes for the EMS Fund for 2023  
Presenter: Cathy Huber Nickerson, Finance Director

**It was moved by Carter, and seconded, that Ordinance No. 22-023 be adopted and published according to law. The motion passed by the following vote:**

Anderson - Aye  
Boerke - Aye  
Carter - Aye  
Chaney - Aye  
Hein - Aye  
Lewallen - No  
Nohr - Aye

14. Resolution No. 22-015 Adopting the 2022 update to the General Sewer Plan  
Presenter: Steve Wall, Public Works Director

**It was moved by Boerke, and seconded, that Resolution No. 22-015 be adopted. The motion carried unanimously.**

15. Public Hearing for Ordinance No. 22-026 Amending Camas Municipal Code 13.72 and adopting new Sewer System Development Charges  
Presenter: Steve Wall, Public Works Director

Mayor Hogan opened and closed the public hearing at 9:13 p.m. as no one from the public wished to speak.

**It was moved by Hein, and seconded, that Ordinance No. 22-026 be adopted and published according to law. The motion carried by a vote of six in favor.**

The meeting recessed at 9:15 p.m.  
The meeting resumed at 9:21 p.m.

16. Ordinance No. 22-025 Adopting Fire Capital Facilities Plan  
Presenter: Cliff Free, Fire Chief

**It was moved by Anderson, and seconded, that Ordinance No. 22-025 be adopted and published according to law. The motion carried unanimously.**

17. Public Hearing – Resolution No. 22-016 Fire Impact Fee Schedule Update  
Presenter: Cliff Free, Fire Chief



Mayor Hogan opened the public hearing at 9:26 p.m.

The following members of the public provided public testimony:

Zach Goodman, Camas

John Ley

Brad Jensen, Camas

The hearing was closed at 9:30 p.m.

**It was moved by Carter, and seconded, that Resolution No. 22-016 be adopted. The motion carried unanimously.**

18. Resolution No. 22-014 Revising the City of Camas fee schedule for 2023  
Presenter: Cathy Huber Nickerson, Finance Director

**It was moved by Hein, and seconded, that Resolution No. 22-014 be adopted. The motion carried unanimously.**

19. Ordinance No. 22-017 Amendment to Comprehensive Plan and Zoning Maps  
Presenter: Robert Maul, Planning Manager

**It was moved by Boerke, and seconded, that Ordinance No. 22-017 be adopted and published according to law. The motion carried unanimously.**

20. Ordinance No. 22-020 North Shore Subarea Plan  
Presenter: Robert Maul, Planning Manager

**It was moved by Hein, and seconded, that Ordinance No. 22-020 be adopted and published according to law. The motion carried unanimously.**

21. Ordinance No. 22-018 Camas School District Capital Facility Plan  
Presenter: Robert Maul, Planning Manager

**It was moved by Boerke, and seconded, that Ordinance No. 22-018 be adopted and published according to law. The motion carried unanimously.**

22. Ordinance No. 22-019 Washougal School District Capital Facility Plan  
Presenter: Robert Maul, Planning Manager

**It was moved by Boerke, and seconded, that Ordinance No. 22-019 be adopted and published according to law. The motion carried unanimously.**

23. Ordinance No. 22-027 Levying the ad valorem taxes for the General Fund for 2023  
Presenter: Shawn MacPherson, City Attorney

**It was moved by Carter, and seconded, that Ordinance No. 22-027 be adopted and published according to law. The motion passed by the following vote:**

Anderson - Aye

Boerke - Aye

Carter - Aye

Chaney - Aye

Hein - No

Lewallen - Aye  
Nohr - Aye

**PUBLIC COMMENTS**

Brad Jensen, Camas, commented about the meeting.

Zach Goodman, Camas, commented about the City of Camas budget.

John Ley commented about a public comment.

**CLOSE OF MEETING**

The meeting closed at 9:51 p.m.



**City Council Workshop Minutes - Draft**  
**Monday, December 05, 2022, 4:30 PM**  
**Council Chambers, 616 NE 4th Avenue**

*NOTE: Please see the published agenda packet for 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, Marilyn Boerke, Bonnie Carter, Don Chaney, Tim Hein, Leslie Lewallen, and John Nohr

Staff: Bernie Bacon, James Carothers, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Robert Maul, Alan Peters, Bryan Rachal, Heather Rowley, Jeff Swanson, Connie Urquhart, and Steve Wall

Press: No one from the press was present

**PUBLIC COMMENTS**

Jackson Toole, Camas, commented about the Skate Park Improvements agenda item.

Cassi Marshall, Camas, commented about the Skate Park Improvements agenda item.

Wayne Pattison, Camas, commented about the Skate Park Improvements agenda item and the adopted utility tax.

John Ley, commented about use of consultants and transportation planning.

**WORKSHOP TOPICS**

1. Library Strategic Planning Part II  
 Presenter: Connie Urquhart, Library Director

Urquhart provided an overview of the Library's Strategic Plan. This item was for Council's information only.

2. Camas-Washougal Skate Park Improvements – Rebid Award  
 Presenter: Trang K. Lam, Parks & Recreation Director

This item has also been placed on the December 5, 2022 Regular Meeting agenda for Council's consideration.

3. Crown Park 30% Design  
Presenter: Trang K. Lam, Parks & Recreation Director

Lam provided an overview of the proposed Crown Park options. Discussion ensued. This item will be placed on a future agenda.

4. NW Sierra Street Pavement and ADA Improvements Phase 2 Professional Services Amendment  
Presenter: James Carothers, Engineering Manager

This item will be placed on the December 19, 2022 Consent Agenda for Council's consideration.

5. Camas Transportation Plan and Traffic Impact Fee Update Professional Services Agreement Amendment 5  
Presenter: James Carothers, Engineering Manager

This item will be placed on the December 19, 2022 Consent Agenda for Council's consideration.

6. 2023 Utility Rate Study Professional Services Agreement  
Presenter: Steve Wall, Public Works Director

This item will be placed on the December 19, 2022 Consent Agenda for Council's consideration.

7. City of Camas 2023-2024 Budget Adjustment Discussion  
Presenter: Cathy Huber Nickerson, Finance Director  
Time Estimate: 30 minutes

Huber Nickerson provided an overview of the 2023-2024 Budget adjustments. Discussion ensued. Due to time constraints, Chaney requested to continue the discussion at the December 5, 2022 Regular Meeting.

## **COUNCIL COMMENTS AND REPORTS**

Due to time constraints, Council Comments and Reports were deferred to the December 5, 2022 Regular Meeting.

## **PUBLIC COMMENTS**

John Ley, commented about the Camas-Washougal Fire Department.

## **CLOSE OF MEETING**

The meeting closed at 6:36 p.m.



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

*NOTE: Please see the published agenda packet for 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 John Nohr

Staff: Bernie Bacon, Debra Brooks, James Carothers, Carrie Davis, Cliff Free, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Mitch Lackey, Trang Lam, Robert Maul, Alan Peters, Bryan Rachal, Heather Rowley, Jeff Swanson, Connie Urquhart, and Steve Wall

Press: Kelly Moyer, Camas-Washougal Post-Record (7:29 p.m.)

**PUBLIC COMMENTS**

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

Randal Friedman, Camas, commented about City Council minutes.

John Ley, commented about tax increases.

**ITEMS ADDED TO THE AGENDA**

**It was moved by Chaney, and seconded, to continue the City of Camas 2023-2024 Budget Adjustment Discussion. The motion carried unanimously.**

1. City of Camas 2023-2024 Budget Adjustment Discussion

Discussion ensued. An ordinance has also been placed on this agenda for Council's consideration following a public hearing.

**MAYOR'S APPOINTMENT**

2. Confirmation of Mayor's Appointment of City Administrator

**It was moved by Boerke, and seconded, to confirm the Mayor's appointment of Doug Quinn to the position of City Administrator. The motion carried unanimously.**

## CONSENT AGENDA

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

3. \$946,644.50 Automated Clearing House and Claim Checks Numbered 152675 to 152763; \$2,863,421.08 Automated Clearing House, Direct Deposit and Payroll Accounts Payable Checks Numbered 152667 through 152674
4. NE 3rd Ave. Bridge Seismic Retrofit Improvements Selby Bridge Company Final Acceptance (Submitted by James Carothers, Engineering Manager)

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

## NON-AGENDA ITEMS

5. Staff Updates

Swanson introduced Alan Peters, the newly hired Community Development Director.

Lackey informed Council about the contracts for AXON Camera Systems that will be placed on the December 19, 2022 Consent Agenda for consideration.

Free commented about the Christmas Activities Relief Organization Limited (C.A.R.O.L.) program and volunteer opportunities.

6. Council

Hein attended the Parks and Recreation meeting, spoke with citizens about the utility taxes, attended Hometown Holidays, and will be visiting the Polish Sister Cities.

Lewallen will attend meetings for the Regional Transportation Council (RTC) and the Design Review Committee, spoke with regarding taxes and budget, and attended Hometown Holidays.

Boerke commented about the Camas School District's (CSD) Gathering for Ukrainian Families event, the C.A.R.O.L. program, the Japanese Sister Cities, and will attend the Police Chief interviews.

Nohr commented about meeting with City staff and attended Hometown Holidays.

Chaney will attend the Police Chief interviews, commented about Hometown Holidays and recognized the partnership with CSD for event shuttle buses and drivers.

Anderson will attend the Police Chief candidate community meet and greet, a C-TRAN board meeting.

## MAYOR

7. Mayor Announcements

Mayor thanked CSD and City staff who organized and participated in Hometown Holidays. Mayor stated the Police Chief candidate community meet and greet would be held at the Camas Library on Wednesday at 6:00 p.m.

## MEETING ITEMS

8. Camas-Washougal Skate Park Improvements – Rebid Award  
Presenter: Trang K. Lam, Parks & Recreation Director

**It was moved by Hein, and seconded, to approve phases one and two of the Skate Park Improvements and to award the contract to Lee Contractors LLC in the amount of \$350,403. The motion carried unanimously.**

9. Public Hearing - Ordinance No. 22-021 Amending City of Camas' 2022 Budget Ordinance No. 21-012 and No. 22-004  
Presenter: Cathy Huber Nickerson, Finance Director and Debra Brooks, Financial Analyst

Brooks summarized proposed 2022 Budget Amendments.

Mayor resumed the public hearing.

As no one from the public wished to speak, the public hearing closed at 7:44 p.m.

**It was moved by Nohr, and seconded, that Ordinance No. 22-021 be adopted and published according to law. The motion carried by the following vote:**

Anderson - Aye  
Boerke - Aye  
Carter - Aye  
Chaney - Aye  
Hein - Aye  
Lewallen - Aye  
Nohr - Aye

10. Public Hearing for Ordinance No. 22-028 Adopting the 2023-2024 Biennial Budget  
Presenter: Cathy Huber Nickerson, Finance Director

Huber Nickerson summarized the 2023-2024 Biennial Budget process.

Mayor opened the public hearing at 7:48 p.m.

The following members of the public provided testimony:

Brad Jensen  
Helen Gerde  
Randal Friedman  
John Ley

Emailed public comments:

Rosemary Knapp  
Robin Webster

Charity Dubay  
Freedomfrank2021

The public hearing closed at 8:06 p.m.

**It was moved by Carter, and seconded, that Ordinance No. 22-028 be adopted and published according to law. The motion carried by the following vote:**

Anderson - Aye  
Boerke - Aye  
Carter - Aye  
Chaney - Aye  
Hein - Aye  
Lewallen - Aye  
Nohr – Aye

### **PUBLIC COMMENTS**

No one from the public wished to speak.

Anderson announced his resignation from City Council effective December 30, 2022.

Nohr inquired about public comment procedure. Discussion ensued.

### **CLOSE OF MEETING**

The meeting closed at 8:14 p.m.





**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Amendment No. 2**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**NW SIERRA STREET PAVEMENT AND ADA IMPROVEMENTS PHASE 2**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 6 day of December, 2022, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **Harper Houf Peterson Righellis, Inc.**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated **February 22, 2022** by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed **\$87,830**.
  - a.  Unchanged from Original/Previous Contract
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  - a.  Extended to December 31, 2023.
  - b.  Unchanged from Original/Previous Contract date of \_\_\_\_\_, 20\_\_\_\_  
Unless an additional 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 the Original Agreement.
3. **Payment.** Based on the Scope of Services and assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “A”** (Costs for Scope of Services) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$114,315
  - b. Amendment No. 2 \$87,830
  - c. **Total: \$202,145**
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates per **Exhibit “A”** attached herein
    - Unchanged from Original Contract

4. 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

Harper Houf Peterson Righellis, Inc.:  
**Authorized Representative**

By: \_\_\_\_\_

DocuSigned by:  
*Bruce Haunreiter*  
By: \_\_\_\_\_  
42698A1132DC4F1...

Print Name: \_\_\_\_\_

Print Name: **Bruce Haunreiter**

Title: \_\_\_\_\_

Title: **Principal**

Date: **12/6/2022**

**EXHIBIT "A"**  
**AMENDED SCOPE OF SERVICES,**  
**AMENDED COSTS FOR SCOPE OF SERVICES**  
**AND AMENDED BILLING RATES**

## Scope of Work

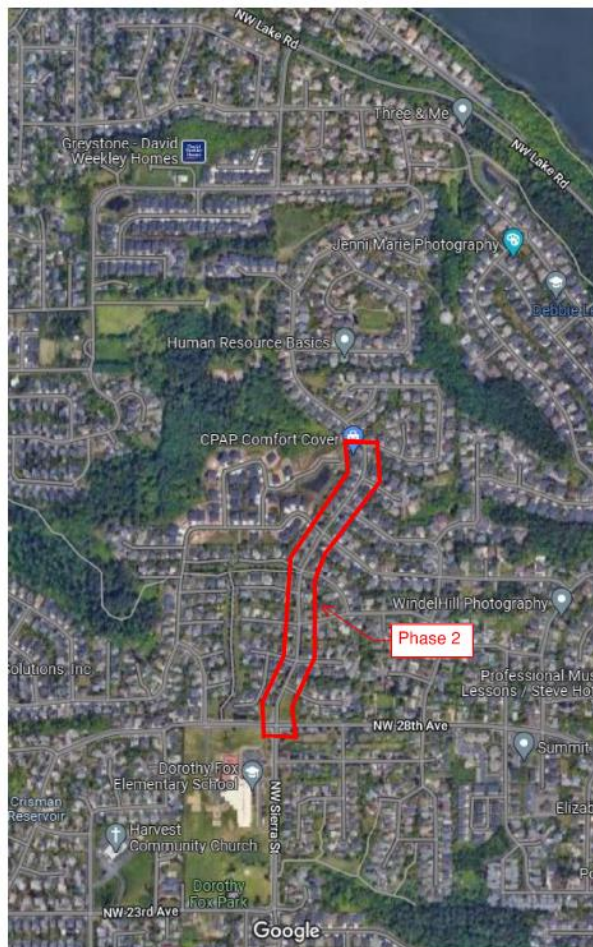
### Survey and Engineering Services for NW Sierra Drive – Pavement and ADA Improvements – Ph. 2, Amendment #2 November 8, 2022

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The existing NW Sierra Drive between NW 28<sup>th</sup> Avenue and NW 35<sup>th</sup> circle has a number of areas where the existing subgrade has failed as evidenced by larger sections with severely “alligatored” pavement and pumping during periods of high rainfall. Several ADA ramps within this area are out of compliance.

#### Scope of Work

The Consultant will provide the surveying and civil engineering for the subject project. This professional services amendment shall include project site survey, design, and plan preparation for pavement repair and curb ramp retrofits for the areas shown below:



#### Project Description

The project site includes 12 (minimum) new and retrofit curb ramp locations and approximately 2,100 LF of roadway repair. The following tasks are proposed:

**Project Tasks****Task A: Project Management**

This item includes the management, coordination, and meetings necessary to successfully complete the project as follows:

1. Coordinate with City staff to discuss the design approach for pavement design, ramp retrofit design, Maximum Extent Feasible (MEF) documents and plan preparation. Other items discussed will be design standards, review/approval process, utilities and other affected agencies, and miscellaneous project issues.
2. Meet with City for the survey work and review of the ramp layouts, 60% PS&E and 99% PS&E submittals to discuss the review comments and potential revisions.

**Task A - Assumptions**

- *Up to three coordination / review meetings with the City are included.*
- *The majority of the coordination with the City is assumed to be completed through email or teleconferencing.*

**Task B: Project Survey****Land Survey Scope of Services**

The City of Camas requires surveying services for the NW Sierra Drive Street and Improvement Project. The survey services include preparation of existing conditions basemaps at 8 intersections and adjoining roadway along NW Sierra Drive, and the calculation of the road right-of-way limits in those locations. Following is a list of tasks to be completed.

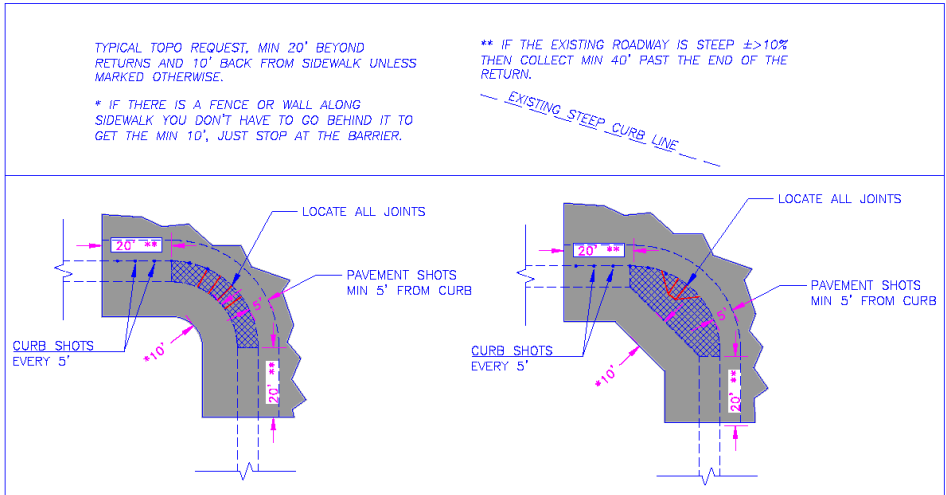
**Topographic Design Survey:**

1. All field work to complete a topographic survey of all four corners of an intersection and the roadway. Limits of Design Topographic Survey to be determined by the client and engineer.
2. All field work to complete a topographic survey of the area of existing site conditions including spot elevations no more than 25 feet apart, structures, driveways, and any other visible improvements.
3. Ramps will be surveyed in detail as shown below in the Typical Survey Request for ADA Ramp Designs.
4. Survey information to include utilities disclosed by a disclosed by a private utility locate and all existing visible above ground improvements and grades as needed to prepare a 1 foot contour interval base map.
5. Review provided existing utility as-built drawings and plot (as available) on survey.
6. Locate the next connecting utility structure outside of the topo limits where applicable.
7. Locate trees 6 inches and greater in DBH. Trees to be identified as coniferous or deciduous.
8. Cross-section streets on 25-foot intervals.
9. Prepare electronic topographic survey base map and pdf existing conditions plan.

10. Deliverables to include: AutoCAD 2020 C3D DWG file and PDF.

**Ramp Survey Requirement Example -**

*TYPICAL SURVEY REQUEST FOR ADA RAMP DESIGNS*



**Boundary Survey**

1. Research and evaluate County Surveyor's Office records and provided deeds/records
2. All field and office work to recover the existing survey monumentation from previous surveys on this property and adjoining properties and calculate the boundaries of the right-of-way.
3. Check above ground, visible improvements along the exterior boundaries for any possible encroachments and consult with owner regarding potential problems.

**Ramps:**

Intersection	Existing Ramp (Retrofit)	New Ramp	Notes
NW 35 <sup>th</sup> CIR	0	2	New Ramps west / east curb line to complete crossing
NW 34 <sup>th</sup> AVE	2	1	Replace NE/SE Quadrant. New Ramp West curb line to complete crossing.
NW 33 <sup>rd</sup> Way	0	0	Will survey and discuss ramps with City
NW Quartz/NW 32 <sup>nd</sup> CIR PVT	1	1	SW Quadrant replace with directionals and connect path.
NW 31 <sup>st</sup> Way	2	1	SW/NW quadrant replace. New NE quadrant to complete crossing
NW 31 <sup>st</sup> AVE	0	0	Will survey and discuss ramps with City
NW 30 <sup>th</sup> CIR	0	0	Will survey and discuss ramps with City
NW 29 <sup>th</sup> CIR		2	2 New ramps west curb line to complete crossing. Will survey and discuss ramps with City.
<b>Total</b>	<b>5</b>	<b>7</b>	<b>= 12</b>

**Task C - Assumptions**

- *Topographic Survey and Boundary Survey will be completed simultaneously.*
- *It is assumed that the site is accessible.*
- *The Vertical Datum will be the Clark County Vertical Datum.*
- *No property corner monuments will be set, and record of survey will not be filed with Clark County.*
- *This proposal does not include completing an Application and to Remove or Destroy a Monument per WAC 332-120, or re-setting monuments destroyed by construction activities.*

**General Notes and Assumptions:**

1. All pertinent right of way documents, easements, street design/as-built plans, etc. in the possession of the client will be provided to surveyor prior to start of work.
2. Requests for additional information during the course of the project which require additional field work, computations or drafting will be billed at our current hourly rates and will be in addition to the price shown herein for the original scope of work.
3. Client to pay all related agency fees or reimbursement expenses.

**Task C: Ramp and Roadway Design/Plans**

1. Visit the project site areas to review conditions and layouts of the ramps and roadway.
2. Based on the geotechnical report from Phase 1, HHPR will design and prepare preliminary street improvement plans and submit to the City for review. Street improvement plans will consist mainly of aerial and GIS data as the entire roadway will not be surveyed for budget concerns.
3. Based on City comments, HHPR will prepare the street improvement plans and submit 60% and 99% plans to the City for review.
4. Design demolition/site and ramp grading plans, and details for each ramp; and submit 60% and 99% plans to City for review.
5. Design roadway paving, striping and signage plans and submit 60% and 99% plans to the City for review.
6. Prepare Construction Cost Estimate for submittal with the 60%, 99%, and Final documents including summary breakdown of quantities for each ramp location with the Final document submittal.
7. Attend a meeting after the 60% submittal to review the ramp designs at the individual ramp retrofit locations. The Consultant Project Manager and Design Engineer along with key City personnel are to attend.
8. Based on City review comments; revise the 99% PS&E documents and prepare and submit final plans for bidding.
9. As determined with final design and plans, prepare the "Maximum Extent Feasible" (MEF) documents for ramps with elements not meeting ADA standards. MEF document to include stamp feasibility statement cover sheet, project description and existing condition sheet; ramp location summary sheet; plan sheets showing elements that do not meet ADA, along with explanations as to why elements cannot meet ADA requirements.

Task C - Assumptions

- See the Ramp Table in the Survey section for the location of ramps that will be retrofit or newly designed.
- HHPR to provide all topographic survey and supply existing conditions mapping and ground surface using AutoCAD Civil3D.
- Three plan submittals included: **1) 60% 2) 99% and 3) Finals (for bidding).**
- In addition to the street and ramp design sheets, the plan set shall include:
  - Cover Sheet
  - Ramp Layout Sheet
  - Roadway Sheets
  - Intersection Sheets
  - Ramp Grading Sheets
  - Details
- For the 60%, 99% and Final plans, each plan sheet to show one ramp return location with the information as shown on the example on the following page. The scale of the plans will be either 1"=10' and/or 1"=5'. The street improvement sheets will be 1" = 20'.
- Technical Specifications will address project specific elements of the project and shall be based on recent specifications provided by the City for similar type projects. Assumes that the specifications for Phase 1 can be utilized for Phase 2.
- Cost estimate to be based on current bid tabs provided by the City and researched information from other local agencies.
- Site visit for 60% plan review assume to be one day (8 hours) total for the project area.

**Task D: Design Services During Bidding and Construction**

1. Assist City with addressing questions during bidding and prepare up to one addendum as directed by the City.
2. Assist City with design clarification or construction issues as requested by City Project Manager.

**PROJECT ASSUMPTIONS**

*As requested by the City, services noted as exclusions below may be added as additional services. Refer to "Task Assumptions" noted above for additional assumptions.*

1. Design of street crossing assumed not required, and therefore not included.
2. Retaining wall design assumed not required, and therefore not included.
3. Storm drainage design assumed not required and therefore not included; however, vertical adjustments to drainage structure located within the ramp improvement areas will be included in the design.
4. Based on recent specifications provided by the City the Consultant shall prepare Specification Special Provisions (Div. 2 – Div. 9). Assumes Phase 1 specifications will be utilized as a starting document.
5. All public outreach efforts will be undertaken by city staff.
6. It is assumed that no easement or right of way acquisition will be required.



7. Preparation of as-builts not included within this proposal. As-builts can be prepared if required for an additional fee.
8. Consultant will identify utility conflicts and City staff will coordinate with utilities and other agencies.

### Compensation

Based on the fee proposals below, HHPR proposes that the total amount of the billings for this scope of work shall not exceed **\$87,830**. HHPR will not exceed this amount without prior written authorization and shall inform the City of any potential budget changes immediately.

### Survey Fee

Task	Project Surv.	Survey Tech.	Survey Crew Chief	Instrument Person	Total
Control Surveying	3	3	14	14	\$4,390
R/W Surveying	7	9	14	14	\$5,950
Topo and Base Map Survey	14	90	90	90	\$37,170
<b>Total Hours</b>	24	102	118	118	<b>\$47,510</b>
<b>Rate</b>	\$180.00	\$140.00	\$150.00	\$95.00	

### Civil Engineering Fee

The civil engineering fee is based on the design of 12 ADA ramps. If additional ramps are required after the City reviews the survey, additional fee may be required.

Task	Project Mgr.	Civil Engr.	Civil Des.	CAD	Project Engr. (QC)	Clerical	Total
Project Management	8					1	\$1,910
Roadway Design & Plans	4	8	12	12	2		\$6,020
ADA Design & Plans	8	40	40	40	4		\$20,640
Tech. Specs.	4				2	1	\$1,430
Project Est.	2	2	4	8	1	1	\$2,720
Site Visits	4	4					\$1,600
“MEF” memorandums	4	4			2	1	\$2,130
Bidding and Construction	10	8				2	\$3,870
<b>Total Hours</b>	44	66	56	60	11	6	<b>\$40,320</b>
<b>Rate</b>	\$225.00	\$175.00	\$150.00	\$125.00	\$210.00	\$110.00	



**CITY OF CAMAS  
PROFESSIONAL SERVICES AGREEMENT  
Amendment No. 5**

616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607

**Project No. T1002**

**CAMAS TRANSPORTATION PLAN AND TRAFFIC IMPACT FEE UPDATE**

THIS AMENDMENT (“Amendment”) to Professional Services Agreement is made as of the 6 day of December, 2022, by and between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **DKS Associates**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified. The City and Consultant may hereinafter be referred to collectively as the “Parties.”

The Parties entered into an Original Agreement dated January 16, 2018 by which Consultant provides professional services in support of the Project identified above. Except as amended herein, the Original Agreement shall remain in full force and effect.

1. **Scope of Services.** Consultant agrees to perform additional services as identified on **Exhibit “A”** (Amended Scope of Services) attached hereto, including the provision of all labor, materials, equipment, supplies and expenses, for an amount not-to-exceed \$63,350.
  - a.  Unchanged from Original/Previous Contract
2. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this Amendment by:
  - a.  Extended to December 31, 2023.
  - b.  Unchanged from Original/Previous Contract date of June 30, 2023.

Unless an additional 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 the Original Agreement.

3. **Payment.** Based on the Scope of Services and Cost assumptions noted in **Exhibit “A”**, Consultant proposes to be compensated on a time and material basis per **Exhibit “B”** (Labor Estimate) with a total estimated not to exceed fee of:
  - a. Previous not to exceed fee: \$236,065
  - b. Amendment No. 5 \$63,350
  - c. **Total: \$299,415**
  - d. Consultant billing rates:
    - Modification to Consultant Billing Rates per **Exhibit “C”** attached herein
    - Unchanged from Original Contract


4. 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF CAMAS:

DKS ASSOCIATES:  
*Authorized Representative*

By: \_\_\_\_\_

By:  \_\_\_\_\_  
DC99CBDAD89E4EE...

Print Name: \_\_\_\_\_

Print Name: Carl Springer

Title: \_\_\_\_\_

Title: Principal

Date: 12/6/2022

**EXHIBIT "A"**  
**AMENDED SCOPE OF SERVICES AND COSTS**



## Scope of Work: Camas Transportation Plan and Traffic Impact Fee Update

The following tasks and budget will be amended into the current contract.

The objective of the amendment is to update the prior forecasting and future analysis conducted for the Camas Transportation Plan and Traffic Impact Fee Update to be consistent with the current regional RTC travel demand model and incorporate the North Shore Plan that is scheduled to be adopted by the City of Camas soon.

### Task 10 – Update Future Conditions and Project List

#### Work Activities:

##### Task 10.1 Future Baseline Conditions Analysis Update

- Refine the current regional travel demand models (2015 base year and 2040 future year) link network and centroid connectors to support study intersection volume forecasts (PM peak hour).
- Review TAZ land use allocations in base and future model. Update land use and trip tables to incorporate the North Shore Plan zoning designations and growth projections. Document land use growth projections (residential and employment) by TAZ in map format.
- Document regional projects that are assumed to be funded and constructed by 2040 and are incorporated in the SWRTC model.
- Forecast 2040 PM peak hour baseline traffic volumes at the study intersections and major corridors.
- Conduct an operations analysis of study intersections and key roadway segments under 2040 PM peak hour baseline conditions and identify deficiencies.
- If operational deficiencies are identified, up to three revised 2040 model runs will be conducted to test additional roadway network or capacity improvements needed to support growth. These will include the conceptual street network developed for the North Shore Plan.
- Identify additional needs to support walking, biking and transit travel with planned growth to 2040.



- Attend and present technical materials at one meeting with city staff to discuss updated future conditions and needs.
- Document future transportation needs and other operational deficiencies that are expected with planned growth to 2040 in Revised Technical Memorandum #3.

#### **Task 10.2 Evaluate Potential Solutions**

- Review draft transportation plan projects from prior analysis and verify they are still needed or remove from project list.
- Evaluate potential new roadway and intersection capacity solutions to address forecasted operational deficiencies.
- Update project list with new solutions and update all project cost estimates to year 2023 dollars for consistency.
- Update project figures to incorporate changes to pedestrian, bicycle and roadway network projects.
- Review and update roadway functional classification figure to reflect draft project list.
- Attend and present technical materials at one meeting with city staff to discuss potential solutions and priorities.
- Document future project needs and solutions in Revised Technical Memorandum #5.

#### **Deliverables:**

- *Draft and Final Revised Technical Memo #3 - Future Baseline Conditions and Solutions Analysis*
- *Draft and Final Revised Technical Memo #5 – Solutions Identification and Evaluation*

## **BUDGET**

The budget for the additional services in Task 10 is \$63,350.

**EXHIBIT "B"**  
**LABOR ESTIMATE**

DKS Associates Labor Estimate

Item 4.

DKS Associates, Inc.								
CAMAS TRANSPORTATION PLAN - BUDGET ESTIMATE		Principal	Project Manager	Transportation Planner	VISUM Modeler	Transportation Engineer Associate	Graphics/GIS	TOTAL
		\$275	\$220	\$175	\$165	\$140	\$180	
<b>Task 10</b>	<b>Update Future Multimodal Deficiencies and Solutions with North Shore Plan Projections</b>							
<b>10.1</b>	<b>Future Baseline Conditions Analysis Update</b>							
	Prepare Base and Future Forecast Models		2	12	60	12		86
	Develop TAZ Land Use Allocations		2	4	24	8		38
	Forecast 2040 PM Peak Hour Volumes	1	2	8	24	16		51
	Future Intersection Operations Analysis		1	8		24		33
	Identify Future System Deficiencies and Needs		2	12		16		30
								0
<b>10.2</b>	<b>Evaluate Potential Solutions</b>							0
	Develop Potential Solutions	2	4	16		16		38
	Update Project List and Cost Estimates		4	8		16		28
	Update Roadway Functional Classifications		1	2		2	2	7
	Update Project Figures		1	2		2	8	13
	TM #6 Draft	2	2	16	2	24	4	50
	TM #6 Final	2	2	2	1	4	1	12
	<b>HOURS</b>	7	23	90	111	140	15	386





**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

**PROJECT NO. G1028**

**2023 UTILITY RATE STUDY UPDATE**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **FCS Group**, 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 Water, Sewer, Stormwater and Solid Waste Utility Rate Study.
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 December 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 **\$101,615.00** 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. Billing rates as identified in **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 produced by the Consultant (hereinafter "Work Product" 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. The City agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the City or any person or entity that obtains the Work Product from or through the City.
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 and employees, the Consultant's liability, 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.
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. The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Contractor before receipt of same from the City; or (b) becomes publicly known other than through the Contractor; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.
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 full payment of all monies owed to the Contractor under this agreement. 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:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
  2. 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;
  3. 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
  4. 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:  
 Steve Wall  
 City of Camas  
 616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607  
 PH: 360-817-7212  
 EMAIL: [swall@cityofcamas.us](mailto:swall@cityofcamas.us)

Notices to Consultant shall be sent to the following address:

Sergey Tarasov  
 FCS Group  
 7525 166<sup>th</sup> Ave. NE, Ste. D-215  
 Redmond, WA 98052  
 PH:425-867-1802  
 EMAIL: [SergeyT@fcsgroup.com](mailto:SergeyT@fcsgroup.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. If requested in writing by either the City or the Contractor, the City and the Contractor shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by first entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration in the Portland USA&M

office in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator’s decision shall be final and legally binding and judgement 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 \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF CAMAS:**

FCS Group:  
***Authorized Representative***

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT “A”  
SCOPE OF SERVICES**

See Attached Scope of Services



**EXHIBIT "B"**  
**COSTS FOR SCOPE OF SERVICES**

See Attached Cost for Scope of Services

**EXHIBIT “C”  
BILLING RATES**

See Attached Billing Rates

**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.*)

# CITY OF CAMAS

## WATER, SEWER, STORMWATER AND SOLID WASTE UTILITY RATE STUDY

The following work task plan has been developed to complete a Comprehensive Rate Study for the City of Camas' (City) Water, Sewer, Stormwater and Solid Waste utilities. The City's study needs were discussed with Steve Wall, Public Works Director. The tasks to be provided as part of this scope are described below

### TASK PLAN

#### TASK 1: INITIAL PROJECT MEETING

An initial project meeting will be scheduled at the commencement of the project with the consultant and the City project team. Meeting participants would include a representative from departments that can address issues related to finance, engineering, operations, customer service and administration.

The intent of the meeting is to confirm the goals and objectives of the overall rate study and focus the efforts of the project team. The items covered at the meeting include reviewing the scope of work; identifying project objectives, expectations and deliverables; outlining the project schedule and key milestone review points; and discussing appropriate lines of communication.

#### TASK 2: DATA COLLECTION & VALIDATION

FCS GROUP will provide a data needs list encompassing historical and projected revenue, expenses, fiscal policies, capital plans, fund balances and comprehensive planning documents. The data will be reviewed, analyzed and validated for inclusion in the study process.

#### TASK 3: CUSTOMER DATA VALIDATION

A detailed customer billing statistics validation will be completed for all utilities. Individual customer data including number of accounts, meter size, equivalents residential units, collection carts and billing usage patterns (annual use, peak use, etc.) will be evaluated and validated against actual revenues collected. This revenue reconciliation will identify anomalies to be corrected prior to developing future projections for customer counts and use / demand under "normal" conditions.

Validation of the customer statistics data set with customer demands and revenue generation is critical to the rate study as it establishes the foundation for all of the major analytical phases (revenue requirement, cost of service and rate design).

## TASK 4: REVENUE REQUIREMENT

This task establishes a sustainable, multi-year (e.g., 5/10/20-year) financial management plan that meets the projected total financial needs of each utility through the generation of sufficient, sustainable revenue. Annual cash flow needs are developed by identifying expenses incurred to operate and manage the systems including:

- Capital investment funding (improvements, expansion, and replacement)
- Expenses incurred to operate, maintain, and manage the systems
- Debt repayment
- Cash flow needs
- Fiscal policy achievement

Tasks are as follows:

- » Develop a forecast of operating revenues and expenses to reflect the most recent approved budgets. Adjust for any known future changes in annual non-capital costs associated with the operation, maintenance, and administration of each system. Changes may include additional staffing needs and other operating costs associated with maintaining the system along with initiating new or enhanced program activities.
- » Incorporate the most recent capital plans identifying the capital projects required to maintain each system in good repair. Develop a capital funding analysis that balances available funding from rate revenue, reserve funds, contributions and additional debt, if needed.
- » Evaluate cash flow needs to meet existing and anticipated new annual debt service requirements and debt coverage requirements.
- » Develop a fund balance tracking analysis to track existing City funds. The analytical module will include annual inflows and outflows of funds and monitor target balances for compliance with established fiscal policies.
- » Test the sufficiency of each system's current revenues in meeting all annual system obligations. Identify any projected shortfalls over the forecast period. Rate revenue sufficiency will be tested from two perspectives: the ability to meet all cash obligations, and the attainment of any debt coverage requirements.
- » Design a rate implementation strategy that meets each system's financial obligations over the multi-year planning horizon and provides smooth and moderated impacts to ratepayers.
- » Develop rate scenarios to evaluate the impact of changes to key variables such as funding sources, growth rates, capital project need and timing, or others identified by the City. The budget includes three (3) alternative scenarios for each utility.

### Task 4a: Route Requirement Analysis – Solid Waste

The City is exploring the cost and rate revenue impact of extending the City's solid waste service area to homes and businesses located within the recently annexed area. The solid waste services are currently provided by Waste Connections on an annual contract basis. This task includes an operations analysis to evaluate:

- Garbage route requirements based on container set-out rates, tonnage, and collection schedules.
- Personnel, equipment maintenance, and capital requirements (e.g., collection trucks, carts).



- Multi-year cost-benefit analysis that compares projected annual cash flow from City-provided service to the existing collections contract.

The results of this analysis will be incorporated into the solid waste revenue requirement and cost of service model *Task 4* and *Task 5*.

## TASK 5: COST OF SERVICE

The cost-of-service analysis (COSA) establishes a defensible basis for assigning “cost shares” and establishing “equity” for system customers based on industry standard methodologies that are tailored to the PUD’s unique systems and customer characteristics. Due to the nature of the stormwater utility service, a cost-of-service analysis will not be performed for this utility. A rate credit analysis may be performed, upon request, to validate the portion of the utility’s costs that are impacted by on-site mitigation and determine the maximum credit that should be allowed.

The COSA develops a series of functional allocations that distribute cost pools to classes of customers linked to a proportionate share of costs required to serve their demand. Specific consideration will be given to total utility costs in relationship to the functions identified below.

Water	Sewer	Solid Waste
<ul style="list-style-type: none"> <li>● Customer</li> <li>● Base capacity (avg. demand)</li> <li>● Peak capacity (peak demand)</li> <li>● Meters and Services</li> <li>● Fire</li> </ul>	<ul style="list-style-type: none"> <li>● Customer</li> <li>● Flow</li> <li>● BOD</li> <li>● TSS</li> </ul>	<ul style="list-style-type: none"> <li>● Collection</li> <li>● Disposal</li> <li>● Recycling</li> <li>● Yard Waste</li> <li>● Customer</li> </ul>

This analytical exercise will identify the cost to serve each customer class / service level of each system. The results will identify any warranted shifts in cost burden that could improve equity between customers from the existing rate structure. The cost-of-service will identify the required revenue to collect from each customer class to cover their individual costs. Unit costs by functional component will be calculated to support the rate design process.

## TASK 6: RATE DESIGN

The rate design task will evaluate existing rate structures for alignment with the City’s current and/or recommended fiscal policies, generate sufficient revenue to meet the revenue requirement forecast, and to address inequities identified in the COSA findings. Key task outcomes include the following:

- Across the board increases for each utility’s rates. The increases for each utility will be applied equally to both fixed and variable charge (where applicable) components.
- Modified fixed and variable rate increases for each utility (where applicable). As an example, this alternative will evaluate modifying the fixed charges proportionally higher than the volume charges. This type of rate design would allow the City to address goals such as cost based rates, revenue stability and / or conservation.
- Bill Comparisons will be generated describing the number of and degree to which different customers are impacted by changes in the current rate structures. We will prepare a comparison of the impact of each rate structure (including the existing rate structure) on typical bills of representative customers from each customer class.

## TASK 7: MEETINGS & PRESENTATIONS

During the study process, it will be important to interact frequently with staff throughout the project, to ensure that the findings and recommendations reflect approaches that are understood by impacted parties and can be implemented within the City’s administrative practices. Review meetings are anticipated to be conducted via remote session. The following meetings are budgeted:

- Six (6) staff project team meetings to review study results at key milestones.
  - » Two (2) – two (2) hour meetings with City staff to review draft revenue requirement results for all utilities.
  - » Two (2) – two (2) hour meetings with City staff to review draft COSA for the water, sewer and solid waste utilities.
  - » Two (2) – one (1) hour meetings with City staff to review draft rate design analysis for all utilities.
- Three (3) workshop / presentations with City Council to present the study results and incorporate feedback. Presentations are assumed to be virtual using the City’s platform of choice.
  - » One (1) workshop with City Council to discuss revenue requirement findings for all utilities. Includes presentation development.
  - » One (1) workshop with City Council to discuss COSA findings for all utilities. Includes presentation development.
  - » One (1) workshop with City Council to review rate design analysis and overall study recommendations. Includes presentation development.

We are happy to provide additional meetings as requested. The additional meetings will be billed on a time and materials basis.

## TASK 8: DOCUMENTATION

An executive level report documenting the rate study methodology, key assumptions, results and recommendations will be provided. The technical information referenced in the report will be available in the provided Excel based models. Included will be one (1) electronic copy of each of the utility’s rate models with the associated formulas, and final report.

## BUDGET

The proposed level of effort to complete the Comprehensive Water, Sewer, Stormwater and Solid Waste Rate Study is summarized below. Our normal billing practice is to bill based on time and materials actually expended, not to exceed the total budget.

TASKS	Utility					Total Budget
	Water	Sewer	Stormwater	Solid Waste	Combined	
<b>UTILITY SPECIFIC</b>						
Task 2   Data collection & validation	\$ 1,175	\$ 1,175	\$ 1,175	\$ 1,155		\$ 4,680
Task 3   Customer data validation	3,250	2,940	2,320	3,670		12,180
Task 4   Revenue requirement (3 scenarios)	7,240	7,240	6,000	7,620		28,100
- 4a   Route requirement analysis				1,975		1,975
Task 5   Cost of service	6,930	6,930		6,870		20,730
Task 6   Rate design	4,420	3,060	1,065	4,360		12,905
<b>TOTAL UTILITY SPECIFIC</b>	<b>\$ 23,015</b>	<b>\$ 21,345</b>	<b>\$ 10,560</b>	<b>\$ 25,650</b>	<b>\$ -</b>	<b>\$ 80,570</b>
<b>COMBINED TASKS</b>						
Task 1   Initial project meeting					\$ 1,130	\$ 1,130
Task 7   Meetings & presentations						
- 6 Review meetings (remote; 4x2 hours, 2x1 hours)					4,050	4,050
- Council workshops (3 remote)						
- Development					5,700	5,700
- Presentation to Council (remote)					2,070	2,070
Task 8   Documentation					8,095	8,095
<b>TOTAL COMBINED TASKS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,045</b>	<b>\$ 21,045</b>
<b>TOTAL BUDGET</b>	<b>\$ 23,015</b>	<b>\$ 21,345</b>	<b>\$ 10,560</b>	<b>\$ 25,650</b>	<b>\$ 21,045</b>	<b>\$ 101,615</b>

**FCS GROUP**  
**2023 STANDARD FEE SCHEDULE**

*Effective December 5, 2022*

**LABOR**<sup>1</sup>

<b><u>POSITION/TITLE</u></b>		<b><u>BILLING RATE</u></b>
Principals	Standard Rate	\$250 - \$295
Project Managers	Standard Rates	\$200 - \$230
Consultants	Standard Rates	\$155 - \$190
 <b><u>Administrative and Technical Support</u></b>		
Public Relations		\$170
Technical Writer/Graphic Artist		\$145
Administrative Support		\$ 95

**DIRECT EXPENSES**

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

**SUBCONSULTANTS**

When applicable, subconsultants will be charged at invoiced cost plus 10%.

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<sup>1</sup> *Litigation rates are 150% of standard hourly rates for services in support of direct litigation, settlement negotiations, arbitration and/or mediation processes.*



# Staff Report – Consent Agenda

December 19, 2022 - Council Regular Meeting

Axon Enterprises, Inc. Camera Systems Contracts (Submitted Mitch Lackey)

Phone	Email
360.817.1502	mlackey@cityofcamas.us

**BACKGROUND:** The City of Camas has sought two quotes for camera systems for the police department from AXON Enterprises, Inc. One system would add dash mounted cameras to the police patrol cars. The second system would install audio and video recording equipment in the police facility interview rooms. Both systems were included in the Mayor’s 2023 budget that was passed by City Council on December 5, 2022.

**SUMMARY:** In 2021 the police department purchased body worn cameras from AXON to help improve public trust in law enforcement and to help facilitate several new laws that passed in the state of Washington surrounding recording police functions. In the coming budget cycle, we hope to build on the recording capabilities of the body worn cameras by adding dash mounted cameras in our patrol cars, a service also offered by AXON called Fleet3. Patrol car cameras add clarity to law enforcement activities by showing more context of police interactions with the public. They can also be a great aid in assisting in the management of situations involving civil liability.

AXON contract Q-434929-44895.802KH is attached. The contract is for a 60-month lease of the equipment necessary to outfit our 12 marked patrol vehicles.

In 2022, the police department’s audio/video recording system inside the police facility building stopped functioning. The IT Department examined it and determined that the technology was too old and could not be repaired. Many of the interrogations that are done by law enforcement must be recorded with a system of enough quality for the court to make critical case determinations. Some of these requirements are captured in state law. As such, we needed to find a replacement system for the facility’s interview room recording systems. AXON engineers, working with City of Camas IT and Police Department staff prepared a quote that was acceptable to the City. Their interview room recording system will fully integrate with recordings made by the body worn and dash cameras. This single coordinated source for all of our video case evidence assists staff, prosecutors and court personnel who use the police created videos.

AXON contract Q-339173-44897.909KH is attached. The contract is for a 60-month lease of the equipment necessary to install the equipment in the police facility.

Both camera systems are several months out on projected installations of new orders.

**EQUITY CONSIDERATIONS:** What are the desired results and outcomes for this agenda item? This item be placed on the consent agenda for the December 19, 2022 Regular Meeting.

How have communities been engaged? Are there opportunities to expand engagement? This item was discussed at the December 5, 2022 Regular Meeting.

Who will benefit from or be burdened by this agenda item? The community will benefit. Law enforcement video recordings have been associated with helping to build trust through transparency of police actions.

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. No.

Will this agenda item improve ADA accessibility for people with disabilities? No.

What potential hurdles exists in implementing this proposal (include both operational and political)? There are some additional expenses that are necessary to build out on the city side (new servers) in order for the police facility camera system to work.

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

How does this item support a comprehensive plan goal, policy or other adopted resolution? This helps to implement several requirements passed into law by the Washington State Legislature concerning recording of police actions.

**BUDGET IMPACT:** \$231,706.18 as listed on the contracts.

**RECOMMENDATION:** Authorize the Mayor to sign the AXON contracts for the Camas Police Department camera systems.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-339173-44897

Item 6.

Issued: 12/02/2022

Quote Expiration: 07/15/2022

Estimated Contract Start Date: 06/01/2023

Account Number: 109447

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-2100 NE 3rd Ave 2100 NE 3rd Ave Camas, WA 98607-1735 USA	Camas Police Dept. - WA 2100 NE 3rd Ave Camas, WA 98607-1735 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Mitchel Lackey Phone: (360) 834-4151 Email: mlackey@cityofcamas.us Fax: (360) 834-0505

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$126,219.83</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$131,024.23</b>

### Discount Summary

Average Savings Per Year	\$1,012.31
<b>TOTAL SAVINGS</b>	<b>\$5,061.57</b>

### Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$25,243.96	\$960.88	\$26,204.84
May 2024	\$25,243.97	\$960.88	\$26,204.85
May 2025	\$25,243.97	\$960.88	\$26,204.85
May 2026	\$25,243.97	\$960.88	\$26,204.85
May 2027	\$25,243.96	\$960.88	\$26,204.84
<b>Total</b>	<b>\$126,219.83</b>	<b>\$4,804.40</b>	<b>\$131,024.23</b>

Quote List Price:  
Quote Subtotal:

\$131,000.00 Item 6.  
\$126,219.83

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
<b>Interview Room 2 Camera Basic</b>								
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	60m	10	\$5,940.00	\$6,902.52	\$69,025.20	\$0.00	\$69,025.20
73840	EVIDENCE.COM BASIC LICENSE	60m	1	\$900.00	\$917.13	\$917.13	\$77.05	\$994.18
50448	EXT WARRANTY, INTERVIEW ROOM	60m	5	\$1,297.20	\$1,321.88	\$6,609.40	\$555.20	\$7,164.60
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	60m	5	\$1,500.00	\$1,528.54	\$7,642.70	\$642.00	\$8,284.70
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)		2	\$1,750.00	\$1,783.30	\$3,566.60	\$299.60	\$3,866.20
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	60m	2	\$1,750.20	\$1,783.50	\$3,567.00	\$299.65	\$3,866.65
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)		5	\$3,750.00	\$3,821.36	\$19,106.80	\$1,604.95	\$20,711.75
<b>Individual Items</b>								
50298	INTERVIEW - CAMERA - OVERT DOME		10	\$796.00	\$0.00	\$0.00	\$0.00	\$0.00
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)		5	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
50322	INTERVIEW - TOUCH PANEL PRO		5	\$2,700.00	\$2,700.00	\$13,500.00	\$1,134.00	\$14,634.00
74056	INTERVIEW - TOUCH PANEL WALL MOUNT		5	\$64.00	\$64.00	\$320.00	\$26.90	\$346.90
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)		10	\$196.50	\$196.50	\$1,965.00	\$165.05	\$2,130.05
<b>Total</b>						<b>\$126,219.83</b>	<b>\$4,804.40</b>	<b>\$131,024.23</b>



## Delivery Schedule

Item 6.

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	10	05/15/2023
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	10	05/15/2023
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	5	05/15/2023
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	05/15/2023

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Basic	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	06/01/2023	05/31/2028
Interview Room 2 Camera Basic	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	06/01/2023	05/31/2028
Interview Room 2 Camera Basic	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	06/01/2023	05/31/2028
Interview Room 2 Camera Basic	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	06/01/2023	05/31/2028
Interview Room 2 Camera Basic	73840	EVIDENCE.COM BASIC LICENSE	1	06/01/2023	05/31/2028
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	06/01/2023	05/31/2028

### Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Basic	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Basic	50448	EXT WARRANTY, INTERVIEW ROOM	5	06/01/2023	05/31/2028

# Payment Details

Item 6.

<b>May 2023</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	\$0.00	\$0.00	\$0.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	\$1,528.54	\$128.40	\$1,656.94
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$713.32	\$59.92	\$773.24
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$713.40	\$59.93	\$773.33
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	\$13,805.03	\$0.00	\$13,805.03
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$393.00	\$33.01	\$426.01
Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	10	\$0.00	\$0.00	\$0.00
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	5	\$2,700.00	\$226.80	\$2,926.80
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	5	\$1,321.88	\$111.04	\$1,432.92
Year 1	73840	EVIDENCE.COM BASIC LICENSE	1	\$183.43	\$15.41	\$198.84
Year 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$64.00	\$5.38	\$69.38
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5	\$3,821.36	\$320.99	\$4,142.35
<b>Total</b>				<b>\$25,243.96</b>	<b>\$960.88</b>	<b>\$26,204.84</b>

<b>May 2024</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	\$0.00	\$0.00	\$0.00
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	\$1,528.54	\$128.40	\$1,656.94
Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$713.32	\$59.92	\$773.24
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$713.40	\$59.93	\$773.33
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	\$13,805.04	\$0.00	\$13,805.04
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$393.00	\$33.01	\$426.01
Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	10	\$0.00	\$0.00	\$0.00
Year 2	50322	INTERVIEW - TOUCH PANEL PRO	5	\$2,700.00	\$226.80	\$2,926.80
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	5	\$1,321.88	\$111.04	\$1,432.92
Year 2	73840	EVIDENCE.COM BASIC LICENSE	1	\$183.43	\$15.41	\$198.84
Year 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$64.00	\$5.38	\$69.38
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5	\$3,821.36	\$320.99	\$4,142.35
<b>Total</b>				<b>\$25,243.97</b>	<b>\$960.88</b>	<b>\$26,204.85</b>

<b>May 2025</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	\$0.00	\$0.00	\$0.00
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	\$1,528.54	\$128.40	\$1,656.94
Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$713.32	\$59.92	\$773.24
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$713.40	\$59.93	\$773.33
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	\$13,805.04	\$0.00	\$13,805.04
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$393.00	\$33.01	\$426.01
Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	10	\$0.00	\$0.00	\$0.00

**May 2025**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50322	INTERVIEW - TOUCH PANEL PRO	5	\$2,700.00	\$226.80	\$2,926.80
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	5	\$1,321.88	\$111.04	\$1,432.92
Year 3	73840	EVIDENCE.COM BASIC LICENSE	1	\$183.43	\$15.41	\$198.84
Year 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$64.00	\$5.38	\$69.38
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5	\$3,821.36	\$320.99	\$4,142.35
<b>Total</b>				<b>\$25,243.97</b>	<b>\$960.88</b>	<b>\$26,204.85</b>

**May 2026**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	\$0.00	\$0.00	\$0.00
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	\$1,528.54	\$128.40	\$1,656.94
Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$713.32	\$59.92	\$773.24
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$713.40	\$59.93	\$773.33
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	\$13,805.04	\$0.00	\$13,805.04
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$393.00	\$33.01	\$426.01
Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	10	\$0.00	\$0.00	\$0.00
Year 4	50322	INTERVIEW - TOUCH PANEL PRO	5	\$2,700.00	\$226.80	\$2,926.80
Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	5	\$1,321.88	\$111.04	\$1,432.92
Year 4	73840	EVIDENCE.COM BASIC LICENSE	1	\$183.43	\$15.41	\$198.84
Year 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$64.00	\$5.38	\$69.38
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5	\$3,821.36	\$320.99	\$4,142.35
<b>Total</b>				<b>\$25,243.97</b>	<b>\$960.88</b>	<b>\$26,204.85</b>

**May 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	5	\$0.00	\$0.00	\$0.00
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	5	\$1,528.54	\$128.40	\$1,656.94
Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$713.32	\$59.92	\$773.24
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$713.40	\$59.93	\$773.33
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	10	\$13,805.05	\$0.00	\$13,805.05
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$393.00	\$33.01	\$426.01
Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	10	\$0.00	\$0.00	\$0.00
Year 5	50322	INTERVIEW - TOUCH PANEL PRO	5	\$2,700.00	\$226.80	\$2,926.80
Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	5	\$1,321.88	\$111.04	\$1,432.92
Year 5	73840	EVIDENCE.COM BASIC LICENSE	1	\$183.41	\$15.41	\$198.82
Year 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	5	\$64.00	\$5.38	\$69.38
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	5	\$3,821.36	\$320.99	\$4,142.35
<b>Total</b>				<b>\$25,243.96</b>	<b>\$960.88</b>	<b>\$26,204.84</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Item 6.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

12/2/2022



# STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR CAMAS POLICE DEPT. - WA ("SOW")

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Submitted By:

Axon Enterprise, Inc. (Axon) North 85<sup>th</sup> Street



# 1. PROJECT OVERVIEW:

## 1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

## 1.2 DEFINITIONS

TERM	DEFINITION
<b>PARTIES</b>	
Agency	Camas Police Dept. - WA who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
<b>SYSTEMS</b>	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
<b>PROJECT &amp; MILESTONES</b>	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
<b>ACCEPTANCE</b>	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency



### 1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors





## 2. PROFESSIONAL SERVICES:

### 2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

### 2.2 HARDWARE

#### 2.2.1 HQ

- ▶ Agency will supply 2 Servers.
  - If agency grants access, Axon will unbox and rack servers.
  - Agency will ensure servers are powered on with Windows installed prior to Install date.
  - Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
  - Agency will provide onsite and remote access to Interview Server(s) as required by Axon installers. Axon will then configure the Interview Server(s).
- ▶ Agency will supply Network Switches.
- ▶ Agency will configure all network equipment.
- ▶ Agency will prepare all rooms prior to installation.
  - Removing all evidence from room.
  - Removal of existing video solution. Axon will work on installation timing with Agency to ensure an adequate number of rooms are available when possible.
- ▶ Axon will mount/place Touch Panels Wall mounted outside each room
- ▶ **Interview Room 1**
  - Axis P3245-LV Overt Dome Camera



- Axis P3245-LV Overt Dome Camera

▶ **Interview Room 2**

- Axis P3245-LV Overt Dome Camera
- Axis P3245-LV Overt Dome Camera

▶ **Interview Room 3**

- Axis P3245-LV Overt Dome Camera
- Axis P3245-LV Overt Dome Camera

▶ **Interview Room 4**

- Axis P3245-LV Overt Dome Camera
- Axis P3245-LV Overt Dome Camera

▶ **Interview Room 5**

- Axis P3245-LV Overt Dome Camera
- Axis P3245-LV Overt Dome Camera



## 2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

## 2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

## 2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



## **3. PROJECT MANAGEMENT:**

### **3.1 MANAGEMENT RESOURCES**

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

### **3.2 REQUIREMENTS PLANNING**

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

### **3.3 CHANGE CONTROL**

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



## 4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



## 5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



## 6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.

AGENCY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-434929-44895

Item 6.

Issued: 11/30/2022

Quote Expiration: 12/28/2022

Estimated Contract Start Date: 01/01/2024

Account Number: 109447

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery; Invoice-2100 NE 3rd Ave 2100 NE 3rd Ave Camas, WA 98607-1735 USA	Camas Police Dept. - WA 2100 NE 3rd Ave Camas, WA 98607-1735 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Mitchel Lackey Phone: (360) 834-4151 Email: mlackey@cityofcamas.us Fax: (360) 834-0505

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$92,880.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$100,681.95</b>

### Discount Summary

Average Savings Per Year	\$4,121.28
<b>TOTAL SAVINGS</b>	<b>\$20,606.40</b>

### Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$18,576.00	\$1,560.39	\$20,136.39
Jan 2025	\$18,576.00	\$1,560.39	\$20,136.39
Jan 2026	\$18,576.00	\$1,560.39	\$20,136.39
Jan 2027	\$18,576.00	\$1,560.39	\$20,136.39
Jan 2028	\$18,576.00	\$1,560.39	\$20,136.39
<b>Total</b>	<b>\$92,880.00</b>	<b>\$7,801.95</b>	<b>\$100,681.95</b>

Quote Unbundled Price:  
 Quote List Price:  
 Quote Subtotal:

\$11 Item 6.  
 \$92,880.00  
 \$92,880.00

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
Fleet3B	Fleet 3 Basic	12	60	\$157.62	\$129.00	\$129.00	\$92,880.00	\$7,801.95	\$100,681.95
<b>Total</b>							<b>\$92,880.00</b>	<b>\$7,801.95</b>	<b>\$100,681.95</b>

# Delivery Schedule

Item 6.

## Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	12	01/01/2024
Fleet 3 Basic	70112	AXON SIGNAL UNIT	12	01/01/2024
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	12	01/01/2024
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	12	01/01/2024

## Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	12	01/01/2024	12/31/2028
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	24	01/01/2024	12/31/2028

## Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	12

## Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	12	01/01/2025	12/31/2028
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	12	01/01/2025	12/31/2028

# Payment Details

Item 6.

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B	Fleet 3 Basic	12	\$18,576.00	\$1,560.39	\$20,136.39
<b>Total</b>				<b>\$18,576.00</b>	<b>\$1,560.39</b>	<b>\$20,136.39</b>

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B	Fleet 3 Basic	12	\$18,576.00	\$1,560.39	\$20,136.39
<b>Total</b>				<b>\$18,576.00</b>	<b>\$1,560.39</b>	<b>\$20,136.39</b>

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B	Fleet 3 Basic	12	\$18,576.00	\$1,560.39	\$20,136.39
<b>Total</b>				<b>\$18,576.00</b>	<b>\$1,560.39</b>	<b>\$20,136.39</b>

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B	Fleet 3 Basic	12	\$18,576.00	\$1,560.39	\$20,136.39
<b>Total</b>				<b>\$18,576.00</b>	<b>\$1,560.39</b>	<b>\$20,136.39</b>

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B	Fleet 3 Basic	12	\$18,576.00	\$1,560.39	\$20,136.39
<b>Total</b>				<b>\$18,576.00</b>	<b>\$1,560.39</b>	<b>\$20,136.39</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Item 6.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

11/30/2022



**FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY**

**Introduction**

This Statement of Work (“SOW”) has been made and entered into by and between Axon Enterprise, Inc. (“AXON”), and Camas Police Dept. - WA the (“AGENCY”) for the purchase of the Axon Fleet in-car video solution (“FLEET”) and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

**Purpose and Intent**

AGENCY states, and AXON understands and agrees, that Agency’s purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY’s existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

**Acceptance**

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form (“Acceptance Form”). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

**Force Majeure**

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

**Schedule Change**

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

**Axon Fleet Deliverables**

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

**Security Clearance and Access**

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

**Training**

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

**Local Computer**



AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

**Network**

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

**Cradlepoint Router**

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

**[Evidence.com](#)**

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

**Wireless Upload System**

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

**VEHICLE INSTALLATION**

**Preparedness**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

### **Existing Mobile Video Camera System Removal**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

### **In-Car Hardware/Software Delivery and Installation**

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

## COUNCIL APPOINTMENTS 2023

Item 10.

Board/ Committee/ Commission	Full Name	Position
C-TRAN	Tim Hein	Representative
	Open	Alternate
City/School Committee	Don Chaney	Representative
	Marilyn Boerke	Representative
	Leslie Lewallen	Representative
Clark Regional Emergency Services Agency (CRESA)	Don Chaney	Representative
Columbia River Economic Development Council (CREDC)	Steve Hogan	Appointed
	Doug Quinn	Alternate
Council Policies & Procedures Ad Hod Committee	Don Chaney	Representative
	Marilyn Boerke	Representative
CW Chamber of Commerce	Leslie Lewallen	Representative
	Tim Hein	Alternate
Design Review Committee	Leslie Lewallen	Representative
	Bonnie Carter	Alternate
Downtown Camas Association	Marilyn Boerke	Liaison
	Leslie Lewallen	Alternate
East County Ambulance Advisory Board (ECAAB)	John Nohr	Representative
	Don Chaney	Alternate
Economic Development Strategy Committee for Economic Incentives	Don Chaney	Representative
	Tim Hein	Representative
	Open	Representative
Equity, Diversity, Inclusion	Bonnie Carter	Representative
	Marilyn Boerke	Representative
	Leslie Lewallen	Representative
Finance Committee	Don Chaney	Representative
	Tim Hein	Representative
	Bonnie Carter	Representative
Fire - Joint Policy Advisory Committee (JPAC)	Don Chaney	Representative
	John Nohr	Representative
	Bonnie Carter	Representative

Fire/Emergency Medical Services Partnership	John Nohr	Representative	Item 10.
	Steve Hogan	Representative	
GP Mill Advisory Committee	Steve Hogan	Representative	
GP Mill Clean-Up Advisory Committee	Tim Hein	Representative	
	Leslie Lewallen	Representative	
Homelessness Strategy Ad Hoc Committee	Bonnie Carter	Representative	
	Marilyn Boerke	Representative	
	Leslie Lewallen	Representative	
LEOFF Disability Board	Marilyn Boerke	Representative	
	John Nohr	Representative	
Library Board	Bonnie Carter	Representative	
	Marilyn Boerke	Alternate	
Lodging Tax Advisory Committee	Marilyn Boerke	Representative	
Mayor Pro-Tem	COUNCIL ELECT	Appointed	
Parks & Recreation Commission	Leslie Lewallen	Liaison	
	Tim Hein	Alternate	
Planning Commission	Leslie Lewallen	Liaison	
	Tim Hein	Alternate	
Port of Camas-Washougal	Bonnie Carter	Liaison	
	Leslie Lewallen	Alternate	
Regional Transportation Council (RTC) (C-W 2022-23 Representative)	Leslie Lewallen	Representative	
	<i>City of Washougal</i> Janie Killion	Alternate	
Sister Cities Committee	Tim Hein	Representative	
	Marilyn Boerke	Alternate	
Urban County Policy Board (CDBG Advisory)	Steve Hogan	Representative	

## 2023 Citizen Appointments

Item 11.

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Civil Service Commission	6-year	Gary Perman	Appointment	12/31/2028
Clark County Mosquito Control Board	2-year	Matthew McBride	Reappointment	12/31/2024
Design Review Committee	Indefinite	Ed Fischer	Appointment	Indefinite
Library Board of Trustees	5-year	Kerry Ticknor	Reappointment	12/31/2027
	5-year	Samantha Horner	Appointment	12/31/2027
Parks & Recreation Commission	3-year	David Dewey	Reappointment	12/31/2025
	3-year	Jason Irving	Reappointment	12/31/2025
Planning Commission	3-year	Mahsa Esghi	Reappointment	12/31/2025
	3-year	Warren Montgomery	Reappointment	12/31/2025
Salary Commission	4-year UNFULFILLED TERM	Robert Wimer	Appointment	12/31/2025



**CITY OF CAMAS**  
**PROFESSIONAL SERVICES AGREEMENT**

616 NE 4<sup>th</sup> Avenue  
 Camas, WA 98607

**INTERIM CITY ADMINISTRATION AND FACILITATION SERVICES**

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **EXIGY LLC, a Washington Limited Liability Company**, 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 Interim City Administration and Facilitation 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 **December 31, 2022**, 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 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 produced 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 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 BOARD.
- 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 BOARD 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 thirty (30) 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:  
Administration  
City of Camas  
616 NE 4<sup>th</sup> Avenue  
Camas, WA 98607  
PH: 360-834-6864  
FX: 360-834-1535  
EMAIL: [administration@cityofcamas.us](mailto:administration@cityofcamas.us)
- Notices to Consultant shall be sent to the following address:  
Jeffrey Swanson  
EXIGY LLC  
PO Box 5678  
Vancouver, WA 98668  
PH: 360-975-9466  
EMAIL: [jeff@exigyconsulting.com](mailto:jeff@exigyconsulting.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 artibrator’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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

CITY OF CAMAS:

CONSULTANT:  
*Authorized Representative*

By \_\_\_\_\_

By \_\_\_\_\_

Print Name Ellen Burton

Print Name Jeffrey R. Swanson

Title Mayor Pro Tem

Title Principal, Managing Director

## **EXHIBIT “A” SCOPE OF SERVICES**

The Consultant will provide professional services including but not limited to facilitation work and service as interim city administrator at the direction of the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor. The consultant will dedicate a minimum of twenty-five (25) hours per week to the performance of professional services on behalf of the City, including attendance and participation at all City Council meetings.

The City will provide the Consultant with a Microsoft Outlook account and email address to use for business purposes only on behalf of the City.

The goals of the engagement between Consultant and City include:

- (1) Continuity of executive administration – Consultant will assist the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor with leading and directing the work of staff on projects, initiatives, and regular business of the City.
- (2) Relations between Legislative and Executive branches of government – Consultant will provide facilitation including in City Council meetings, workshops, retreats and other settings to coordinate improved working relationships between the branches of government, improve understanding of roles and responsibilities of each branch, and resolve conflicts.
- (3) Assist with City Administrator Recruitment – Consultant will assist the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor to plan, strategize, time, and appropriately resource the recruitment of a permanent City Administrator. Consultant will continue working with City at the direction of the Mayor, Acting Mayor, Mayor Pro Tem, and/or Interim Mayor to assist with the onboarding and orientation of the new City Administrator.
- (4) Support community building and relationships between City and community – Consultant will work with Mayor/Acting Mayor/Mayor Pro Tem/Interim Mayor, City Council, and staff to increase transparency and effective public participation in local government especially as it relates to project and policy issues of significance in the community.

**EXHIBIT “B”**  
**COSTS FOR SCOPE OF SERVICES**

The City shall compensate Consultant at the rate of \$200.00 per hour for the performance of Scope of Services described in Exhibit “A”, including phone calls, meetings, in-person consultation, written communications and electronic communications, and related travel time.

Consultant shall provide detailed invoices to City each month for time and materials along with any backup documentation required for payment processing.

When traveling beyond 50 miles to conduct business on behalf of City, City shall reimburse Consultant for related travel expenses including mileage, hotel costs with prior written authorization if travel requires overnight stay, and meals. Consultant shall submit receipts with invoices for such expenses.

City shall also reimburse consultant for out-of-pocket business expenses when conducting business on behalf of City including but not limited to meals, supplies, fees, and other materials costs. Consultant shall submit receipts with invoices for such expenses.



**EXHIBIT “C”  
CONSULTANT BILLING RATES**

Consultant billing rate for performance of all services described in Exhibit “A” shall be \$200.00 per hour.

**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.*).

**Amendment Number 1 to Interim City Administration and Facilitation Services Professional Services Agreement between City of Camas and EXIGY LLC**

WHEREAS, the City of Camas, a municipal corporation (“City”), and EXIGY LLC, a Washington Limited Liability Company (“Consultant”), entered into a Professional Services Agreement (“Agreement”) effective July 6, 2021; and

WHEREAS, the Time for Performance stated in the Agreement expires December 31, 2022; and

WHEREAS, the City desires to extend Consultant’s Time for Performance;

The City and Consultant hereby agree as follows:

1. Time for Performance stated in the Professional Services Agreement is amended to January 31, 2023.

All other terms and conditions remain in full force and effect.

IT IS SO AGREED

By \_\_\_\_\_  
 Steve Hogan, Mayor  
 City of Camas

By \_\_\_\_\_  
 Jeffrey Swanson, Principal  
 EXIGY LLC

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
 Shawn MacPherson  
 City Attorney

## 2023 Legislative Priorities

Slough Bridge

Everett Corridor

Lake Management Plan and Implementation

Crown Park Capital Funding

Lake Road improvements and Sierra Intersection

Criminal Justice center in SW Washington

Two new fire stations (LTGO Bond)

Other priorities for consideration in 2023:

Annex Building

Crown Park (supplement RCO Funds)

- Support Funding for RCO in general

Ops Center/City Hall Generators – Emergency Management Funds?

Support of the PWTF, TIB, etc.

IT Security Upgrades (\$60,000 Priority 2 (GF, Streets, Fire, Utilities)

Crown Road Improvements (joint with Washougal?)

Northshore

City Hall Replacement

Parker Street widening

County Jail