

Complaint Description

[Glen Morgan](#) (Mon, 7 Oct 2019 at 9:15 AM)

To whom it may concern,

It has recently come to my attention that the City of Camas, including it's city council, mayor, city administrator and parks and recreation manager has seriously violated Washington State's campaign finance laws (**RCW 42.17A**). The details are as follows:

1) Misuse of public funds to support a political campaign (RCW 42.17A.555, WAC 390-05-271, WAC 39-05-273)

It appears unambiguous that the City of Camas has violated Washington State's campaign finance laws by using public resources to support a \$78 million general obligation bond , which is on the November ballot in about a month (The ordinance which approved this \$78 million bond, states (from the city of camas website):

"The bond levy would fund the construction of a new \$78,000 square foot community aquatics center with recreational swimming pool, competitive swimming pool, gym, and community rooms. The bond levy would also fund the renovation of three existing City-owned sports fields with synthetic turf, lights, and other improvements..."

See attached signed **ordinance #19-007 (James Bond?)**, and also see attached screen capture from the front of the Camas City website, captured 10/4/2019.

While there is nothing illegal about a government entity providing information to the public about proposed ordinances, taxes, or bonds, the City of Camas is not allowed to spend taxpayer dollars advocating for tax ballot measures, yet that appears to be exactly what the City of Camas has done (with the approval of the council, the mayor, the city administrator, and the parks and recreation director)

For example, the city has hired, for the express purpose of running a specialized marketing campaign to support and promote this bond measure an outside marketing company called "WSP" (see \$69,490 contract attached – most specifically see the scope of work attached, the description of the activities of this contractor, and the timeframe of the contract). This contractor has been hired only during the course of the election campaign – timeframe indicates they were hired in May, 2019 (a few weeks before the ordinance was approved by the city council and signed by the Mayor on July 15, 2019). However, the contract itself was approved at the same July 15, 2019 City council meeting. The contract activity largely expires after the election in November. This outside contractor is managing the social media campaign, a pro-tax website, press releases, and other information to endorse, promote and encourage voters to support this tax proposal.

The PDC has stated on its own website when discussing the enforcement of **RCW 42.17A.555**:

“Agencies need to be aware, however, that in no case will the PDC view a marketing or sales effort related to a campaign or election as normal and regular conduct.”

WAC 390-05-273 clearly states:

“Normal and regular conduct of a public office or agency, as that term is used in the proviso to RCW [42.17A.555](#), means conduct which is (1) lawful, i.e., specifically authorized, either expressly or by necessary implication, in an appropriate enactment, and (2) usual, i.e., not effected or authorized in or by some extraordinary means or manner. No local office or agency may authorize a use of public facilities for the purpose of assisting a candidate's campaign or promoting or opposing a ballot proposition, in the absence of a constitutional, charter, or statutory provision separately authorizing such use.”

The City of Camas has exclusively directed \$69,490 to an outside, independent contractor to promote, support and run a formal campaign to support this tax increase. This is clearly a “marketing and sales effort related to a campaign” and it is clearly not “normal and regular conduct” by the City of Camas. This fact is particularly evident in the terms of the contract as to duties of the contractor (“press releases,” “social media,” etc), and it is also explicitly indicated by the length of time of this same marketing contract date – May 2019 – November 2019 (after the election is over).

One unique element of this contract is the fact that this contractor built a special website for the promotion and marketing of this campaign:

<https://camascommunityaquaticscenter.com/>

The vendor set up this website, per the terms of this unusual contract on June 3, 2019 (see “Whois” information attached), which is a little odd because the term of contract is May 2019, but it wasn’t actually approved until July 15, 2019 – at the same county council meeting when the ordinance for the tax was created.

The City of Chelan does not employ a contractor to run “marketing” or “information” campaigns as part of it’s “normal and regular” conduct. This is an unusual expenditure of public resources to run a marketing campaign to promote the tax proposal codified in **Camas Ordinance #19-007** (like James Bond?), and the marketing campaign ends after the election. This is clearly a violation of **RCW 42.17A.555**, and almost a textbook example of what government agencies should not do if they want to avoid violating the law.

As the PDC has stated about alleged violations like this, **“...in no case will the PDC view a marketing or sales effort related to a campaign or election as normal and regular conduct.”** There is nothing normal and regular about the conduct of the City of Camas.

Clarification of Named Violators

One question raised in the effort to investigate this violation is who is actually responsible for the violation of the statute. Historically, the PDC has indicated that a "city" or "agency" can't be in violation – the violation needs to attach to a person. In this case, there appear to be several violators of the statute involved. They are as follows:

1. The City Council. The City Council approved the ordinance and voted to approve the vendor contract referenced above. The Council members are Greg Anderson, Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan, Deanna Rusch, and Melissa Smith.
2. The Mayor Shannon Turk is also responsible in a Mayor-Council form of government.
3. The Camas City Administrator Pete Capell who appears to have negotiated the contract in question
4. The Camas Parks and Recreation Manager Jerry Acheson appears to have also been involved.

It is important that the PDC enforce **RCW 42.17A.555** to ensure that local agencies do not destroy the appearance of fairness in local elections by allowing cities like the City of Camas to misuse public resources to promote major tax increases like this. It is important that, regardless of the purpose for the local tax, the election must be conducted in fairness and with a level playing field.

Feel free to contact me if you need additional information on this one.

Best Regards,

Glen Morgan

What impact does the alleged violation(s) have on the public?

Agencies should not use taxpayer dollars to subsidize marketing campaigns used to promote major tax increases during an election period, even if attempting to claim they are "information campaigns." This is particularly true when the expenditure of hiring outside marketing companies to do this promotion is exceptional and far outside the normal parameters of "information" the agency would normally be providing during this time.

List of attached evidence or contact information where evidence may be found.

See attached.

List of potential witnesses with contact information to reach them.

All the elected officials referenced in the complaint, the city administrator, the parks and recreation director, and the outside consultant

Complaint Certification:

I certify (or declare) under penalty of perjury under the laws of the State of Washington that information provided with this complaint is true and correct to the best of my knowledge and belief.

Service Request

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City Financials

Open Budget, Spending & Performance



Learn More About the Community Aquatics Center Plan

On July 15, 2019, City Council passed an ordinance to place a bond levy of up to \$78 million on the Nov. 5, 2019, ballot. This amount reflects the cost of the programs and amenities requested by Camas citizens through numerous public involvement opportunities. The timing of the bond will occur in 2021, when other existing bonds expire, and could ease the overall financial impact on taxpayers.

The bond levy would fund the construction of a new 78,000-square-foot community aquatics center with recreational swimming pool, competitive swimming pool, gym, and community rooms. The bond levy would also fund the renovation of three existing City-owned sports fields with synthetic turf, lights, and other improvements: Forest Home Park, Prune Hill Sports Park, and Dorothy Fox Park.



For more information go to: www.CamasCommunityAquaticsCenter.com

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Oct 04, 2019

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EVENTS

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Oct 07, 2019

City Council Workshop Meeting

CITY OF CAMAS, WASHINGTON

ORDINANCE NO. 19-007

AN ORDINANCE of the City of Camas, Washington, providing for the submission to the voters of the City at a general election to be held on November 5, 2019, of a proposition authorizing the City to issue its general obligation bonds for the purpose of financing recreation improvements including the construction of a new community center with a recreation pool, competitive pool and sport field improvements, in the principal amount of no more than \$78,000,000 payable by annual property tax levies to be made in excess of regular property tax levies, and to levy those excess property taxes

WHEREAS, the City Council of the City of Camas, Washington (the "City"), has determined that it is in the best interest of the City to undertake the construction of a new community center with a recreation pool to be located in Camas, Washington and the addition and/or improvements to sport fields (the "Project"); and

WHEREAS, the City Council wishes to seek voter approval for the issuance and sale of not to exceed \$78,000,000 of general obligation bonds of the City to pay the costs of the Project and the costs of issuance of such bonds, to be repaid by an annual excess property tax levy; and

WHEREAS, the constitution and laws of the State of Washington provide that the question of whether or not the City may issue such bonds be submitted to the qualified electors of the City for their ratification or rejection at an election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CAMAS, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Project. The City Council finds that in order to provide community amenities it is in the best interest of the City to undertake the construction of a community center with a recreation pool, competitive pool, and the addition and/or improvements to sport fields.

The Project shall include all necessary equipment, supplies, and appurtenances. The cost of all necessary architectural, engineering, legal and other consulting services, inspection and testing, administrative expenses, site acquisition or improvement, demolition, on and off-site utilities, transportation improvements, related improvements and other costs incurred in connection with the Project shall be deemed a part of the costs of such capital improvements.

The estimated cost of the Project, including the costs of issuing and selling the bonds authorized by this ordinance, is declared to be approximately \$78,000,000.

The City Council may modify the details of the foregoing Project where necessary or advisable in the judgment of the City Council.

Section 2. Description of Proposed Bonds. The Bonds may be issued as a single issue, as a part of a combined issue with other authorized bonds, or in more than one series, as deemed

advisable by the City Council and as permitted by law. The Bonds shall be fully registered bonds; shall bear interest payable as permitted by law; shall mature within 21 years from the date of issue, or within any shorter period fixed by the City Council; shall be paid by annual property tax levies sufficient in amount to pay both principal and interest when due, which annual property tax levies shall be made in excess of regular property tax levies without limitation as to rate or amount but only in amounts sufficient to meet such payments of principal and interest as they come due; and shall be issued and sold in such manner, at such times and in such amounts as shall be required for the purpose for which such Bonds are to be issued. The exact date, number of series, form, terms, option of prior redemption, price, interest rate or rates and maturities of the Bonds shall be hereafter fixed by ordinance of the City Council. Pending the issuance of the Bonds, the City may issue short-term obligations pursuant to chapter 39.50 RCW or such other obligations as are permitted by law to pay for the costs of the Project. Such obligations and their costs may be paid or refunded with proceeds of the Bonds when issued.

Section 3. Proceeds of the Bonds. If available money from the proceeds of the Bonds is more than sufficient to pay the costs of the Project, or if state or local circumstances require any alteration in the Project, the City may acquire, construct, equip and make other park and recreation related capital improvements to the City's facilities, or retire and/or defease a portion of the Bonds, all as the City Council may determine and as permitted by law. If the proceeds of the sale of the Bonds and other available money are insufficient to make all of the capital improvements herein provided for, or if it has become impractical to accomplish the Project or portions of the Project, the City may use the proceeds of the Bonds and other available money for paying the costs of those portions of the Project deemed by the City Council to be most necessary and in the best interest of the City.

Section 4. Calling of Election. The City Council requests that the Auditor of Clark County, Washington (the "Auditor") call and conduct a general election in the City, in the manner provided by law, to be held therein on November 5, 2019, for the purpose of submitting to the voters of the City, for their approval or rejection, the question of whether or not general obligation bonds of the City shall be issued in the principal amount of not more than \$78,000,000 (or such lesser maximum amount as may be legally issued under the laws governing the limitation of indebtedness), the proceeds of which shall be expended to pay the costs of the Project, and annual excess property taxes shall be levied to pay and retire the Bonds.

If such proposition is approved by the requisite number of voters, the City shall be authorized to issue the Bonds in the manner described in this ordinance, to spend the proceeds thereof to pay the costs of the Project, and to levy excess property taxes to pay and retire such Bonds. The proceeds of the Bonds shall be used for capital purposes only and not for the replacement of equipment.

Section 5. Ballot Proposition. The City Clerk is authorized and directed to certify, no later than August 6, 2019 (by 5 p.m.) to the Auditor, as *ex officio* supervisor of elections in the City, a copy of this ordinance and the proposition to be submitted at that election in the form of a ballot title prepared by the City Attorney pursuant to RCW 29A.36.071, as follows:

PROPOSITION NO. 2

CITY OF CAMAS
RECREATION IMPROVEMENT BONDS

The City Council of the City of Camas adopted Ordinance 19-007 concerning a proposition for financing the construction of recreation improvements. If approved, this proposition would authorize the City to issue bonds for recreation improvements including to construct a new community center with recreation pool, competitive pool, and sport fields. It would authorize the issuance of not more than \$78,000,000 of general obligation bonds maturing within 21 years, and authorize the annual levy of excess property taxes to pay such bonds, as provided in Ordinance 19-007. Should this proposition be approved?

YES
NO

For purposes of receiving notice of any matters related to the ballot title, as provided in RCW 29A.36.080, the City Council hereby designates its bond counsel, Foster Pepper PLLC (Nancy Neraas, 206-447-6277, Nancy.neraas@foster.com), as the person to whom such notice shall be provided.

Section 6. Authorization of Local Voters' Pamphlet. The City authorizes preparation and distribution of a local voters' pamphlet, including an explanatory statement and statements in favor of and in opposition to the ballot measure, if any. The preparation of explanatory statement, the appointment of pro/con committees and the preparation of statements in favor or and in opposition to the ballot title shall be in accordance with chapter 29A.32 RCW and the rules and guidelines of the Auditor, and the City authorizes the Finance Director to take such actions as may be necessary on behalf of the City to carry out the foregoing.

Section 7. General Authorization. The proper City officials are authorized to perform such duties as are necessary or required by law to the end that the question of whether or not Bonds shall be issued and excess taxes necessary to pay and retire the Bonds be levied, all as provided in this ordinance, shall be submitted to the voters of the City at the November 5, 2019 general election.

Section 8. Intent to Reimburse. The City Council declares that to the extent that the City makes capital expenditures for the Project, prior to the date the Bonds or other short-term obligations are issued to finance the Project, those capital expenditures are intended to be reimbursed out of proceeds of the Bonds or other short-term obligations issued in an amount not to exceed the principal amount of the Bonds provided by this ordinance.

Section 9. Severability. If any provision of this ordinance is declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be

CERTIFICATION

I, the undersigned, City Clerk of the City of Camas, Washington (the "City"), hereby certify as follows:

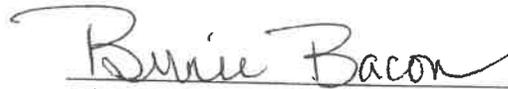
1. The attached copy of Ordinance No. 19-007 (the "Ordinance") is a full, true and correct copy of an ordinance duly passed at a regular meeting of the City Council of the City held at the regular meeting place thereof on July 15, 2019, as that ordinance appears on the minute book of the City.

2. The Ordinance will be in full force and effect five days after publication of a summary of the Ordinance in the City's official newspaper, which publication date is July 25, 2019.

3. A quorum of the members of the City Council was present throughout the meeting and a majority of the members voted in the proper manner for the passage of the Ordinance.

Dated: July 15, 2019.

CITY OF CAMAS, WASHINGTON



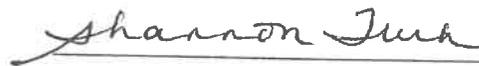
City Clerk

severable from the remaining provisions of this ordinance, and shall in no way affect the validity of the other provisions of this ordinance or of any other ordinance or resolution or of the Bonds.

Section 10. Publication and Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five days after publication.

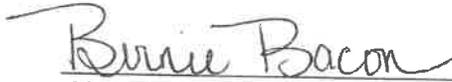
Section 11. Ratification of Prior Acts. Any action taken consistent with the authority of this ordinance, after its passage but prior to the effective date, is ratified, approved, and confirmed.

PASSED by the City Council and APPROVED by the Mayor of the City of Camas, Washington, at an open public meeting thereof, this 15th day of July, 2019.



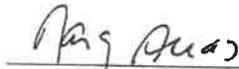
Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Bond Counsel

Details Reports

File #: REP 19-327 Version: 1 Name:

Type: Informational Report Status: Meeting Item

File created: 7/9/2019 In control: [CITY COUNCIL WORKSHOP](#)

On agenda: 7/15/2019 Final action:

Title: Camas Community and Aquatic Center and Sports Field
Presenter: Pete Capell, City Administrator

Attachments: [1. Community Center Staff Report](#), [2. Camas Community Aquatics Center Presentation](#), [3. Open House Summary](#), [4. Open House Public Comments](#), [5. Community Center Website Online Comments](#), [6. Camas Aquatic Center Program Cost 07.15.19](#), [7. Levy Options](#), [8. Levy Scenarios](#), [9. Property Tax Impacts](#), [10. Ordinance 19-007 - Camas Election Ordinance - Community Center](#), [11. WSP Camas Aquatic Center Public Involvement Contract](#)

WHOIS search results

Domain Name: CAMASCOMMUNITYAQUATICSCENTER.COM

Registry Domain ID: 2398389112_DOMAIN_COM-VRSN

Registrar WHOIS Server: whois.fastdomain.com

Registrar URL: <http://www.fastdomain.com>

Updated Date: 2019-06-03T19:28:01Z

Creation Date: 2019-06-03T19:28:01Z

Registry Expiry Date: 2020-06-03T19:28:01Z

Registrar: FastDomain Inc.

Registrar IANA ID: 1154

Registrar Abuse Contact Email:

Registrar Abuse Contact Phone:

Domain Status: clientTransferProhibited <https://icann.org/epp#clientTransferProhibited>

Name Server: NS1.BLUEHOST.COM

Name Server: NS2.BLUEHOST.COM

DNSSEC: unsigned

URL of the ICANN Whois Inaccuracy Complaint Form: <https://www.icann.org/wicf/>

>>> Last update of whois database: 2019-10-04T21:41:46Z <<<

For more information on Whois status codes, please visit <https://icann.org/epp>



**CONSULTANT AGREEMENT
WSP USA INC. AND THE CITY OF CAMAS, WASHINGTON**

Effective Date: May 29, 2019

This document constitutes Consultant Agreement No. 31600021.000 ("Consultant Agreement") between The City of Camas, Washington ("Client") and WSP USA Inc. ("Consultant"), to provide professional public involvement consultant services to the Client related to the Camas Community Aquatics Center located on NW Lake Road, west of its intersection with Everett Street/State Route 500.

Consultant is authorized by Client pursuant to this Consultant Agreement which is effective as of the above mentioned date, to provide professional services with regard to the referenced project, as specified in Exhibit C, which is Consultant's scope of work for the Project (the "Services"). Unless terminated or extended, this Agreement shall expire on 12/31/2019. Upon the mutual agreement of the Parties prior to expiration of the term, the term of this Agreement may be extended, with an agreed-upon increase to the compensation amount.

It is mutually agreed that Consultant will be compensated as shown in Exhibit D, which is Consultant's fee to Client for the Project.

After execution of this Consultant Agreement, Consultant will transmit to Client insurance certificate(s) showing the referenced Consultant Agreement Number, the Project Name and insurance limits and terms that meet the conditions of this Consultant Agreement, all as shown in Exhibit A.

This document accurately states the agreement between Consultant and Client for the Services. This is an integrated Agreement composed of this Signatory page and Exhibits A, B, C and D and supersedes and replaces any and all terms and conditions of any prior or contemporaneous agreements, communications, arrangements, negotiations or representations, written or oral, with respect to the Services to be provided by the Consultant.

ACCEPTED AND AGREED by the Parties' Authorized Representatives:

WSP USA Inc.

CITY OF CAMAS

By: _____
Name: Helen Devery
Title: Vice President, Northwest Planning and Environment Manager

By: _____
Name:
Title:

- Exhibit A- Insurance
- Exhibit B- General Terms and Conditions
- Exhibit C- Scope and Schedule of Services
- Exhibit D- Compensation



EXHIBIT A

1. INSURANCE

a. The Consultant shall effect and maintain the following insurance coverages, at its own cost and expense:

1.) Worker's Compensation and Employer's Liability Insurance coverage to include all statutory Worker's Compensation benefits to the employees of Consultant who may sustain work-related injuries, death or diseases. Such insurance shall comply with the statutory requirements of the state in which the work is being performed.

2.) Commercial General Liability Insurance coverage with Comprehensive Broad Form Endorsement to include Consultant's liability for death, bodily injury, advertising liability and property damage to third parties resulting from Consultant's activities, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

3.) Automobile Liability Insurance coverage to include Consultant's liability for death, bodily injury and property damage resulting from Consultant's activities covering use of owned, hired and non-owned vehicles, with combined single effective and available amount of One Million Dollars (\$1,000,000.00) per occurrence.

4.) Professional Liability Insurance coverage with effective and available amount of One Million Dollars (\$1,000,000.00) per claim and in annual aggregate.

b. The Consultant shall furnish the Client with certificates of insurance showing that the Consultant has complied with this Article. Thirty (30) days written notification of cancellation or non-renewal of the policies will be given to the Client. Insurance certificates will be provided annually during the term of the Consultant Agreement, and shall restate the effective value of the coverage provided. Renewal certificates are due to Client thirty (30) days prior to expiration of the current certificate.

2. INDEMNITY, CONSEQUENTIAL DAMAGES

The Consultant shall indemnify Client from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability to the extent caused by the negligent acts, errors, or omissions of the Consultant, its officers, or employees in the performance of Services under this Agreement, however, the Consultant does not assume any risk of damages to property that is incorporated in, or shall be incorporated in, or is located at the Project site which is not within the possession of the Consultant or under the Consultant's direction or control.

To the fullest extent permitted by law, neither party shall be liable to the other, for any consequential, incidental, special, exemplary, or indirect damages whatsoever and however caused and on any theory of liability arising from the Services provided hereunder including but not limited to claims for loss of profits or revenue.

3. LIMITATION OF LIABILITY

Client and Consultant have discussed the risks and rewards associated with this project, as well as Consultant's fee for services. Client and Consultant agree that, to the fullest extent permitted by law, Consultant and its employees' total aggregate liability to Client and any third parties, regardless of the legal theory under which liability is imposed, is limited to the amount of the total compensation actually paid to Consultant by the Client pursuant to this Agreement. This aggregate limit includes attorneys' fees' incurred or awarded under this Agreement. Client further agrees to notify any contractors or subcontractors of this limitation and require them to abide by this limitation.



EXHIBIT B - GENERAL TERMS AND CONDITIONS

1. **SCHEDULE.** The Consultant agrees to provide the Services described and by the due date shown in Exhibit C.
2. **COMPENSATION.** Consultant will be promptly paid by the Client in accordance with the terms provide in Exhibit D. This Agreement will not be paid at a price higher than set forth in Exhibit D without the written consent of Client.
3. **STANDARD OF PERFORMANCE.** The Consultant shall render the Services consistent with the standard of care, skill and diligence exercised by members of the same profession providing similar services under similar conditions at the locale of the Project and at the time the Services are to be performed ("Standard of Care"). The Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its Services.
4. **INDEPENDENT CONTRACTOR.** The Consultant is an independent contractor which has entered into an agreement with Client to provide Services and/or Products to Client and is not in a joint venture, partnership, agent-principal or employer-employee relationship with Client. The Consultant's personnel shall not be employees of, nor have any contractual relationship with Client. The Consultant, consistent with its status as an independent contractor, further agrees that it or its personnel will not hold themselves out as, nor claim to be, officers, agents, representatives or employees of Client.
5. **CHOICE OF LAW AND VENUE.** This Agreement, including but not limited to, its validity, interpretation and performance, and remedies for contract breach or any other claims, shall be governed by and construed in accordance with the laws of the state where the project is located.
6. **DISPUTES.** If a dispute arises out of or relates to this agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree, prior to proceeding to litigation, first to try in good faith to settle the dispute by mediation. The venue for any mediation and litigation under this agreement shall be in the County in which the Project is located.
7. **COMPLIANCE WITH THE LAW.** In its professional judgment, Consultant agrees to comply with all federal, state and local laws, rules, regulations, standards, ordinances and administrative codes applicable to the provision of Services, the delivery of Products, the Project site, and jurisdictions in which the Consultant conducts its business. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects Services and/or Products, the Consultant shall inform Client of the change and its impact on Services and/ or Products already complete or to be completed, fees and costs involved, and scheduling. Notwithstanding the foregoing, this provision shall not be construed for any purpose as to establish a standard of care for the Consultant's performance under this Agreement.
8. **NON-DISCRIMINATION.** It is the policy of Client to eliminate and avoid discrimination because of race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. All Consultants providing Services or delivering Products to Client are required to provide employment, training, compensation and other conditions of employment without regard to race, color, religion, age, sex, national origin, ancestry or physical disability including blindness. Violation of this provision will be grounds for suspension, termination or cancellation of this Agreement in whole or part.
9. **SAFETY.** The Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction utilized by the construction contractors. Under no circumstances shall the Consultant be responsible for initiating, maintaining, managing or supervising the safety precautions or programs of the construction contractor or its employees, agents, representatives and subcontractors, in connection with their work
10. **TERMINATION.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. Should the Consultant not meet the material requirements of this Agreement, the Client may terminate the Services upon 30 days written notice and reasonable opportunity to cure the alleged default. In the case of termination for convenience, Consultant will be compensated its reasonable termination costs. In the case of either termination for convenience or default, Consultant will be paid for all services performed pursuant to this Agreement, up to the date of termination. In no event shall Consultant be obligated to provide drawings, designs, or other documents to Client after notification of termination until full payment for Consultant's services has been received.
11. **NO THIRD PARTY BENEFICIARIES.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right



of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

12. ANTI-CORRUPTION. The Parties shall conduct themselves in accordance with high ethical standards and in compliance with all applicable laws, including without limitation local and international laws prohibiting bribery and other forms of corruption. Each Party undertakes that it (including its respective officers, directors, employees and agents) will not directly or indirectly through any third party or person pay, give, offer, promise or authorize payment of, any monies or anything of value to any official for the purpose of improperly incentivizing or rewarding favorable treatment or advantage in connection with the Proposals, the Services or the Project. For these purposes, "official" includes any official, agent, or employee, or the close relative of any official, agent, or employee, of (i) any level of the Government of the Country where the Project is located (the Government), any department, agency, or any entity that is wholly owned or controlled by the Government, any international public organization, any recognized political party in the Country where the Project is located, any candidate for potential officer in the Country where the Project is located, or (ii) in the case of private sector work, the Project owner or any other private client.

13. OWNERSHIP OF DOCUMENTS. The Parties hereto agree that Consultant shall retain ownership and possession of all drawings, specifications, and other documents when its services have been completed and fully compensated. The Client will be provided one set of reproducible drawings, specifications, and other documents so furnished and they shall not be reused either for additional services on the Project to be done by others, or on other projects, without the prior written consent of Consultant. Such consent shall stipulate what, if any, additional compensation shall be paid to Consultant for such reuse of documents by the Client. In no event shall the receipt of such additional compensation operate as a waiver of Consultant's rights under this Article.

Exhibit C - Scope and Schedule of Services

PROJECT UNDERSTANDING

The City is planning for a new aquatics center, new sports fields, and for the resurfacing of some existing sports fields, all of which are top priorities for the City Council.

- The City seeks public involvement services to inform the public and solicit input as to their preferences and concerns about the project prior to placing a funding referendum on the November 2019 general election ballot for these projects.
- The proposed aquatics center site is on NW Lake Road, west of its intersection with Everett Street (State Route 500).
- The location of the planned new sports fields is still to be determined.
- The sports field improvements would resurface several existing sports fields located at local school sites across the City to help meet an ever increasing demand for an assortment of ballfields. The sites include Forest Home Park, Prune Hill Sports Park, and Dorothy Fox Sports Park.
- Site and project concerns and questions are anticipated to include transportation, parking, needed programs to be accommodated within the facilities, and environmental concerns related to the removal of trees and proximity to nearby shorelines.
- Under separate contract with the City, other consultants are preparing building and site design documents, cost estimates, and performing site acquisition due diligence.

PROJECT ASSUMPTIONS

The following assumptions were used to prepare this scope of work.

- The outreach scope tasks are from May 29, 2019 through November 2019.
- The City will secure all meeting venues, pay applicable fees, and provide staff to attend public meetings.
- The City will conduct one round of review and provide one consolidated set of comments on all draft deliverables.
- The City will provide conceptual project plans, and design graphics as needed to support outreach scope tasks.

SCOPE OF WORK

Task 1.0: Project Management

For this task the consultant will:

- Coordinate with the City's project manager in person, by email, and telephone.
- Participate in monthly project management meetings with the City.
- Prepare a brief memorandum summarizing each of the monthly project management meetings.
- Provide monthly invoices.

Assumptions

- Two consultant staff will participate in monthly project management meetings up to 1 hour.
- Project management meetings are anticipated to be three teleconferences, and three in person meetings.

Deliverables

- Project management meetings (6)
- Monthly invoices (6)

Task 2.0: Project Website and Social Media

The consultant will develop a project website and social media campaign to inform and engage the community. The project website will educate stakeholders and residents, thus helping to build project momentum and understand community priorities and concerns related to the aquatic center and sports fields' project. The consultant will integrate the project website with social media outreach to reflect a unified project message. The consultant will use



the City's existing social media platforms (Facebook, Twitter, Camas Connect app) to distribute project information and engage community members.

For this task, the consultant will:

- Purchase a website domain name and host the website for six months.
- Design a project-specific website with up to three pages, including a project identity/brand to be reflected in all project materials.
- Provide up to 5 hours per month of website updates at key project milestones, including the two open houses and Camas Days (see Task 3).
- Create 800p by 800p social media graphics, 1200p by 680p Facebook event graphics, and coordinating copy for the City of Camas Facebook page, Twitter account, and Camas Connect app.
- Post one update per week on three social media channels (Facebook, Twitter, and the Camas Connect app) through election on November 5 and one week afterward.
- Post one article with graphic on the City's website homepage in order to reinforce voter education and engagement.
- Provide social media monitoring, researching, and responding to resident questions and comments after posting.

Assumptions

- The consultant will maintain the website domain name and hosting for a six-month project duration.
- The City will provide one round of consolidated review on all website and social media content.
- The consultant will provide up to 5 hours per month of website updates for 6 months.
- The consultant will provide up to 3 hours per week for social media posts and monitoring through 12 November 2019 (one week after election day) for a total of 24 weeks.
- The consultant will provide up to 1 hour per month to prepare and post articles on the City's website homepage (six articles total).

Deliverables

- Project website design, hosting, and up to 5 hours per month for updates
- Weekly social media posts and monitoring
- Monthly articles on the City's website homepage

Task 3.0: Community Outreach

To engage the community and solicit community input on recreation preferences and concerns related to a community aquatics center and sports fields, the consultant will implement community outreach activities, including:

- Preparation for and facilitation of two community open houses (physical and online)
- Support for Camas Days
- Preparation and distribution of an informational/frequently asked questions flyer.

For the open houses, the consultant will:

- Prepare a meeting plan that will identify project background information, room layout, schedule, and informational station staffing for each open house.
- Participate in one 1-hour teleconference with City staff to prep for each open house.
- Prepare a 6- by 9-inch postcard mailer to advertise each open house and distribute to all households within the Camas zip code (approximately 10,000)
- Prepare one electronic slideshow presentation for Open House 1 and modify it for use at Open House 2.
- Prepare a sign-in sheet and comment cards.
- Prepare up to nine presentation boards for each open house (18 total).
- Post all open house materials on the project website and host an online open house for approximately two weeks following each physical open house.
- Prepare a meeting summary for each open house that includes a summary of all comments received at the physical open house and through the online open house.

For Camas Days, the consultant will:

- Provide an informational/frequently asked questions flyer (as described below).
- Provide two presentation boards modified from Open House 1.
- Assist the City with staffing the Camas Days booth on 26 and 27 July.

For the informational/frequently asked questions flyer, the consultant will:

- Design, print, and distribute an 8.5- by 11-inch informational flyer that includes frequently asked questions and answers.
- Prepare the flyer for distribution at Camas Days and through direct mail to all households in the Camas zip code (approximately 10,000 for mail and 200 for Camas Days).

Assumptions

- Open houses will be up to 2 hours in length; costs include 1 hour travel time and 1-hour pre/setup and tear down time for up to three Consultant staff members.
- Two consultant staff members will participate in one 1-hour teleconference to prep for each open house
- Informational/frequently asked questions flyer will be 8.5- by 11-inch, double-sided.
- The Consultant will pay printing and mailing costs for the open house mailers and invoice the City.
- Mailers will be distributed to all households in the Camas zip code (up to 10,100).
- One consultant staff member will support the City at the Camas Days booth for 2 hours each day for a total of 4 hours.
- The City will secure a table at Camas Days specific to this outreach effort.
- The City will provide one consolidated review of all materials for outreach activities.

Deliverables

- Draft and final open house meeting plans (two)
- Two teleconference prep meetings
- Up to 18 presentation boards (nine per open house)
- Draft and final sign in sheets and comment cards for each open house
- Draft and final electronic slideshow presentations for each open house
- Two online open houses with online comment forms
- Draft and final open house summaries (two)
- Design, production, and mailing of two open house mailers; and design, production and distribution at Camas Days and online for one flyer

Task 4: Press Releases

Press releases are necessary to announce the outreach events and distribute accurate project information leading up to 5 November election. For this task the consultant will:

- Draft and distribute press releases to local media. Press releases will be prepared using messaging and branding from the project website to convey key messages decided by the project team.

Assumptions

- City staff will review and signoff on each press release.
- Up to four hours of consultant time is involved in each press release.
- One press release per month for up to four months (June, July, August, September).

Deliverables

- Up to four draft and final press releases



Exhibit D - Compensation

1. Compensation

a. For the performance of the Scope of Services, Client shall compensate the Consultant, for each hour (or portion thereof) that Services are performed, plus other direct costs ("ODCs"), up to the not-to-exceed amount ("NTE") shown herein which shall constitute Consultant's Total Compensation.

b. The Rates are inclusive of all direct and indirect costs associated with the performance of Services, including, but not limited to, direct labor, overhead, fringe benefits, home office support, and operating margin ("Profit"), unless otherwise specified.

c. Client will reimburse Consultant for its ODCs at cost plus 10 percent.]

d. The NTE Amount for this Agreement, inclusive of the labor Rates and ODCs, is \$69,490.00, which will not be exceeded without the written consent of the Client as follows.

Task 1.0:	\$4,480.00
Task 2.0:	\$17,855.00
Task 3.0:	\$30,920.00
Task 4.0:	\$2,805.00
Expenses:	<u>\$13,430.00</u>
Total:	\$69,490.00

2. Payment Terms

a. The Consultant shall prepare at the end of each four (4) week period an invoice showing the authorized hours Services were performed and corresponding Rates pursuant to the schedule of Services.

1. Invoices shall be in a form acceptable to Client.
2. Invoices for any approved ODCs shall be taken from books of account kept by the Consultant, and the Consultant shall maintain and have available copies of payroll distribution, receipts, bills, and other documents required by the Client to verify such direct expenses.
3. Payment of the invoices shall be due within thirty (30) days of receipt by Client.