



COMMUNICATIONS CONSULTING AGREEMENT

This agreement is made by and between the City of Camas, whose address is 616 NE 4th Ave, Camas, WA 98607 (Client); and, EASL, Incorporated (dba Liz Loomis Public Affairs), whose address is 1611 Terrace Avenue, Snohomish WA 98290 ("Consultant").

WHEREAS, the Consultant has the requisite expertise and experience to provide consulting services to the Client; and

WHEREAS, Client jointly operates a fire department with the City of Washougal, known as the Camas-Washougal Fire Department, through an Interlocal Agreement, as amended, which encompasses as service area the incorporated limits of the City of Camas and City of Washougal; and

WHEREAS, the Client and City of Washougal both desire and agree to retain the Consultant's services consistent with the terms and purpose of the Interlocal Agreement associated with available revenue and funding resources for the Camas-Washougal Fire Department and further which shall be governed, as between Camas and Washougal, through the cost allocation provisions therein; and

WHEREAS, Consultant agrees to provide services as described herein:

I. Consulting Services. The Client hereby employs the Consultant to provide strategic communication services in accordance with the terms and conditions set forth in this agreement:

- a) A capital bond in the August 2023 Primary Election in both the City of Camas and City of Washougal; and
- b) An Emergency Medical Service levy renewal in the November 2023 General Election in both the City of Camas and City of Washougal.

Ballot measures are discussion only until resolutions are approved by both cities. If both City Councils chose to move forward, a detailed Scope of Work can be found in Attachment A to this contract. If either City Council chooses not to move forward, this contract is null and void.

II. Terms of Agreement. This agreement will begin on January 1, 2023 and will end on December 31, 2023. If the Client terminates this agreement without cause, it shall pay the Consultant for work completed and expenses incurred to date. All work product results are the property of the Client and deliverable at the time of termination subject to payment by the Client of all earned fees and costs.

III. Time Devoted by Consultant. It is anticipated Consultant will spend such time as is necessary to complete the projects identified in Section 1. Additional work not included and authorized by Client is considered "other duties as assigned" and will be billed at two hundred and fifty dollars (\$250.00) per hour.

IV. Place Where Services Will Be Rendered. The Consultant will perform all services in accordance with this contract at a location of the Consultant's discretion.

V. Payment to Consultant. The amount of this contract is not to exceed one hundred forty thousand dollars (\$140,000) for services rendered plus reasonable and approved expenses identified in Section VI. Consultant will submit a monthly invoice, and Client will pay Consultant a pro-rated amount of eleven-thousand six-hundred sixty-six dollars and sixty-six cents (\$11,666.66) per month within thirty (30) business days of receipt.

VI. Reimbursement of Expenses. The Client will pay the Consultant on a monthly basis for reasonable expenses accrued in support of official business. Reasonable expenses are in addition to the amount of this agreement and could include data files and travel costs for in-person meetings. The Client will pay independently for data files, printing, mail house handling charges, and postage for mailings. The Consultant will use local vendors and have them invoice the Client directly for the expenses.

VII. Independent Contractor. Both Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes, including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract (e.g., Federal income tax; Social Security tax; State or local income, business or occupation taxes; Unemployment Insurance taxes; and any other taxes or business license fees).

VIII. Confidential Information. The Consultant agrees to hold in strict confidence any information received in furtherance of the Consultant's obligations under this contract related to confidential, financial or business affairs of the Client and will not reveal the confidential information provided the Consultant to any other persons, firms or organizations.

IX. Conflict of Interest. The Consultant agrees not to engage in any contractual activities with a client that could create an organizational conflict of interest with the Consultant's position under this contract, which might impair the Consultant's ability to render unbiased advice or service. Therefore, the Consultant agrees to seek prior written approval from the Client before entering into a contract with another party that could pose a conflict of interest.



ELIZABETH ANNE-STEAD LOOMIS
President, EASL Inc.

STEVE HOGAN
Mayor, City of Camas

Approved as to form by SHAWN MACPHERSON
City Attorney, City of Camas