



March 12, 2024

Doug Quinn
City Administrator
City of Camas
616 NE 4th Avenue
Camas, WA 98607

Dear Doug:

This letter of agreement (this “Agreement”) details the agreement between City of Camas (“Client”) and CFM Advocates (“CFM”).

CFM’s Team

For purposes of this engagement, the CFM team will be as follows:

- Page Phillips Strickler, Partner, will serve as your lead and local contact and will help with events and tours.
- Joel Rubin, CFM’s Federal Affairs Partner, will work with you to craft your federal agenda, sync your priorities with the congressional delegation and provide a strategic roadmap to accomplishing your key objectives.
- David Hodges, Partner, will serve as your on-the-ground contact.
- Michael Skipper, CFM Federal Affairs Manager and Grant Specialist, will assist Page on a day-to-day basis in DC and serve as the full-time grant specialist for the Camas account.

10260 SW Greenburg Road
Suite 400
Portland, OR 97223
503.294.9120



311 Massachusetts Ave NE
Second Floor
Washington, DC 20002
202.347.9170



Scope of Work

CFM will conduct of the following work plan:

- Develop a strategic federal agenda and political outreach plan;
- Track, research and communicate with federal agencies to identify grant opportunities;
- Coalition building on the local and national level;

495 State Street
Suite 541
Salem, OR 97301



802D Officers Row
Vancouver, WA 98661



- Develop policy through the legislative (Congress) and regulatory (administration) process;
- Provide access to key decision makers and leaders in Washington, DC;
- Provide opportunity for testimony before Congressional committees; and
- Secure grant awards, Congressional Directed Spending (CDS) awards, authorizations, and report language.

Term and Termination

This Agreement commences on April 1, 2024. Either party may terminate this Agreement for any reason by providing not less than 30 days' written notice to the other party. The terms of this Agreement, that by their sense and context are intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

Compensation

In consideration for its services, Client will pay CFM a monthly retainer of \$8,000 plus reimbursement for usual and customary out-of-pocket expenses. CFM typically issues invoices at or shortly after the first of each month for services provided in the previous month, and payments are due within 25 days from the date of the invoice. Interest charges will apply to all account balances outstanding beyond 60 days. CFM will not mark up any expense involving a third-party vendor or service. CFM will be responsible for payment of all income, social security and other tax liabilities for all CFM partners and employees. The first billing under this Agreement will occur on April 30 and, thus, the invoice will reflect the amount of \$8,000 plus any expenses.

Compliance with Applicable Laws

Each party shall comply in all material respects with all applicable laws, rules and regulations governing its performance hereunder.

Confidentiality

During the course of its work for Client, CFM and its employees may have access to certain sensitive and proprietary Client information. CFM will hold such information in strict confidence during the term of this Agreement and until the date that is three years after the date on which this Agreement terminates. The foregoing does not apply to any information that must be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event CFM shall notify Client of the disclosure requirement before making such disclosure, if allowed by applicable law, and shall comply with any protective order or other limitation on disclosure that Client may obtain.



Indemnification and Insurance

CFM will defend, indemnify and hold Client harmless with respect to any third-party claims or actions against Client to the extent based upon (i) the acts or omissions of CFM if they constitute a breach of this Agreement, or (ii) any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of intellectual property (including copyrights) if they arise from materials prepared by CFM, except where any such claim or action may arise out of material furnished by Client as contemplated in the following paragraph.

Client will defend, indemnify and hold CFM harmless with respect to any third-party claims or actions against CFM to the extent based upon (i) the acts or omissions of Client if they constitute a breach of this Agreement, (ii) the use by CFM of materials furnished by Client or where material created by CFM is changed by Client without CFM's prior written consent, or (iii) any claim or action for libel, slander, piracy, plagiarism, invasion of privacy or infringement of intellectual property (including copyrights) if they arise from materials furnished by Client. "Materials furnished by Client" includes, without limitation, information or data provided by or through Client that CFM uses to substantiate claims made in public communications on Client's behalf.

In the event of any proceeding against Client by any regulatory agency or in the event of any court action challenging the validity or propriety of any work involving CFM, to the extent not covered by CFM's obligations set forth herein to defend, indemnify and hold harmless Client, CFM shall provide reasonable assistance in the preparation of the defense of such action or proceeding and cooperate with Client. Client will reimburse CFM for any out-of-pocket costs incurred in connection with any such action or proceeding.

CFM will maintain in force during the term of this Agreement, at its sole expense, commercial general liability insurance coverage having a minimum limit of liability of Two Million Dollars (\$2,000,000).

Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable to the other for any incidental, indirect, special, consequential, punitive or exemplary damages, lost profits, lost sales or anticipated orders, or damages for loss of goodwill under or pursuant to this Agreement, even if a party was informed or knew or should have known of the possibility of such damages or loss, except for damages or losses arising from third-party indemnity liability. This limitation applies regardless of whether such damages, claims or losses are sought based on breach of contract, breach of warranty, negligence, strict liability, misrepresentation or any other legal or equitable theory.



Miscellaneous

This Agreement shall be governed by Oregon law, without regard to its conflicts of law rules. The parties agree to discuss any dispute relating to this Agreement for a period of not less than 30 days before either party may institute formal legal proceedings against the other with respect to such dispute, except with respect to breaches (whether threatened or actual) of covenants for which equitable relief is sought. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and there are no other agreements, understandings, restrictions, warranties or representations (whether written or oral) concerning the subject matter of this Agreement.

The parties may amend this Agreement by written addendum signed by both parties to include other terms, including additional projects in the Scope of Work and fees for such projects.

Dated as of March _____, 2024 by the undersigned duly authorized representatives of Client and CFM.

City of Camas

CFM Advocates

Doug Quinn
City Administrator

Page Phillips Strickler
Partner

