



McCleary Regular City Council Meeting

Wednesday, June 10, 2026 – 6:30 PM

McCleary Community Center and Zoom Meeting

Agenda

Join Zoom Meeting

<https://us06web.zoom.us/j/7878553789?omn=84001058822>

Meeting ID: 787 855 3789

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Mayor Brycen Huff

Councilmember Jacob Simmons

Councilmember Don Kuismi

Councilmember Brent Schiller

Councilmember Andrea Dahl, Mayor Pro Tem

Councilmember Keith Klimek

Agenda Modifications/Acceptance

Public Comment - Agenda Items Only

1. Public comment is limited to a maximum of three minutes per person.

Please refrain from interrupting the speaker. Your comments should be respectful and courteous.

Please note that this is for comment only, and the council or staff cannot engage in conversations with the public.

Consent Agenda

- [2.](#) Claims Agenda

The following items are distributed to Councilmembers in advance for study and review, and the recommended action will be accepted in a single motion.

Any item may be removed for further discussion if requested by a Councilmember.

i. Approval of checks/vouchers/disbursements numbers 55939 to 55977 including EFT's dated 05/23/26-06/08/26 in the amount of \$379,739.87

ii. Approval of payroll disbursement for MAY 2026 in the amount of \$192,176.36

Period: 05/01/26-05/15/26 \$93,687.64 for 05/20/26 payroll.

Period: 05/16/26-05/31/26 \$98,488.72 for 06/05/26 payroll.

Updates

- [3.](#) Staff Reports: Building Dept., City Administrator, Finance Dept, Fire Dept, Light & Power, Police Dept., Public Works, and Water & Wastewater.

New Business

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

[4.](#) Insight purchase order - Microsoft license renewal; for Council review.

[5.](#) JJ Keller quote - safety training program; for Council review.

Old Business

[6.](#) Coastal Custodial janitorial contract; for Council review.

Public Hearing

[7.](#) To discuss Struder Annexation.

Council Comments

Mayor Comments

Public Comment - City Business Only

8. Public comment is limited to a maximum of three minutes per person.

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Executive Session

9. Per RCW 42.30.110(1)(g) to discuss the performance of a public employee

Adjourn

Please turn off Cell Phones- Thank you

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WARRANT/CHECK REGISTER

City Of McCleary

Time: 14:17:27 Date: 06/08/2026 Item 2.
Page: 1

05/23/2026 To: 06/08/2026

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2585	06/01/2026	Claims	1		EFT US Bank-Local Program	108,938.31	Local loan payment
2586	06/01/2026	Claims	1		EFT Banner Bank		Processes when doing the EFT
2587	06/01/2026	Claims	1	0	Good To Go		Processes when doing the EFT
2593	06/01/2026	Claims	1		EFT Banner Bank	11,569.88	Loan payment 72414596
2594	06/01/2026	Claims	1		EFT Banner Bank	71,187.19	Loan payment 72414588
2595	06/05/2026	Claims	1		EFT Banner Bank	3,861.59	Loan payment 72414529
2596	06/03/2026	Claims	1		EFT Bonneville Power Administration	119,570.00	APR 2026 POWER; APR 2026 TRANSMISSION
2636	05/26/2026	Claims	1		EFT Department of Revenue	20,551.45	April 2026 Excise Tax
2588	06/01/2026	Claims	1	1	Samuel & Morgan Houston		Processes when doing the EFT
2589	06/01/2026	Claims	1	2	JW Maintenance		Processes when doing the EFT
2590	06/01/2026	Claims	1	3	O'REILLY AUTOMOTIVE, INC.		Processes when doing the EFT
2591	06/01/2026	Claims	1	4	One Call Concepts, Inc.		Processes when doing the EFT
2592	06/01/2026	Claims	1	5	Schumacher Electric Inc.		Processes when doing the EFT
2449	05/28/2026	Claims	1	55939	Marcie Alderman	136.00	Rebate on windows & door at 885 N Summit Rd
2450	05/28/2026	Claims	1	55940	Amazon Capital Svcs.	886.60	Wireless mouse & storage boxes; Heavy Duty 3 hole puncher; ASURION 4 YEAR WARRANTY ON THE 2 MONITORS; Dell Optiplex 7080 desktop for PW; 3 YEAR EXTENDED WARRANTY OF Dell Optiplex 7080 desktop for PW;;
2451	05/28/2026	Claims	1	55941	Asplundh	2,642.25	Weed control city facilities
2452	05/28/2026	Claims	1	55942	Bayview Building Material	181.75	Flat top cedar fence; Saw blade pack, & sand paper; Rose plant food; Rebar; Lawn pro weed & feed; Toilet seat for PW shop
2453	05/28/2026	Claims	1	55943	Brass Eagle Fabrication & Tool	11,403.00	Training Conventional Prop & Mobility Wheels for FD
2454	05/28/2026	Claims	1	55944	Chronicle Ltd.	1,584.00	Chronicle software cemetery license renewal for 1 year
2455	05/28/2026	Claims	1	55945	Cintas Corporation #2	12.51	EYEWASH CLEANED & INSPECTED AT ALL PLACES
2456	05/28/2026	Claims	1	55946	CivicPlus	1,083.56	Online Code Hosting Premium Bundle 2/1/26 - 1/31/27
2457	05/28/2026	Claims	1	55947	Comcast	243.47	ACCT: 8498 37 009 0142901
2458	05/28/2026	Claims	1	55948	Comcast	314.21	ACCT: 8498 37 009 0142893
2459	05/28/2026	Claims	1	55949	Confederated Tribes of the Chehalis Res	100.00	APR 2026 booking fees
2460	05/28/2026	Claims	1	55950	Michael Enciso	600.00	Rebate Air Source Heat Pump Upgrade, Ref# RHVHS14471
2461	05/28/2026	Claims	1	55951	Express Services, Inc.	2,811.59	A/P clerk - w/e 5/10/26; A/P clerk - w/e 5/17/26
2462	05/28/2026	Claims	1	55952	First Responder Outfitters	465.49	A. Moutaftsis - tactical pants, polo, arm patch
2463	05/28/2026	Claims	1	55953	Freightliner Northwest	1,331.21	VIN# K27738 from Memphis; VIN# K27738 from Memphis; Shipping of air cooler from Memphis
2464	05/28/2026	Claims	1	55954	General Pacific Inc	631.18	350 mcm transformer connector with stud
2465	05/28/2026	Claims	1	55955	Good To Go	30.90	Toll - Police Lic# 74536D from 5/8/26 - 5/9/26
2466	05/28/2026	Claims	1	55956	Gray & Osborne Inc	439.22	General Engineering 2025 to 2026
2467	05/28/2026	Claims	1	55957	Grays Harbor County Corrections	546.96	January 2026 - offender housing; March 2026 - Offender housing
2468	05/28/2026	Claims	1	55958	Grays Harbor Fire District 12	140.00	E12-11 Maintenance
2469	05/28/2026	Claims	1	55959	Inland Environmental Resources, Inc.	5,023.02	ALKA-Mag+ 300 gallons; ALKA-Mag+ 300 gallons

WARRANT/CHECK REGISTER

City Of McCleary

Time: 14:17:27 Date: 06/08

Item 2.
2

05/23/2026 To: 06/08/2026

Page:

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2470	05/28/2026	Claims	1	55960	Kelley Create	911.88	Scanners & copiers
2471	05/28/2026	Claims	1	55961	Listen Audiology Services, Inc.	733.25	Annual hearing testing - 9 people hearing testing on May 19, 2026
2472	05/28/2026	Claims	1	55962	Minuteman Press	92.18	Business cards Julie Pope
2473	05/28/2026	Claims	1	55963	NCL of Wisconsin	326.67	Lab supplies
2474	05/28/2026	Claims	1	55964	Northwest Rock Inc	89.98	Soil/Capping/Dirt from cemetery
2475	05/28/2026	Claims	1	55965	Oregon Rifleworks	5,580.04	7 Glock 47 COA for duty use only
2476	05/28/2026	Claims	1	55966	Pape' Machinery, Inc.	455.88	Part for the lawn mower
2477	05/28/2026	Claims	1	55967	Pitney Bowes Bank Inc Purchase Power	314.95	ACCT: 8000-9090-1132-0731
2478	05/28/2026	Claims	1	55968	Quality Quick Lube Tune LLC	122.34	2011 Tahoe oil change & new cap for coolant
2479	05/28/2026	Claims	1	55969	RJJ ENTERPRISE, LLC dba Outifi	800.00	Response Management MAY 2026
2480	05/28/2026	Claims	1	55970	Rohlinger Enterprises Inc	807.83	Clean & test lineman gloves, blanket hose, supplies
2481	05/28/2026	Claims	1	55971	The Hartford Steam Boiler Inspect. & Ins	950.00	100 S 3rd St - Transformer Oil & Gas Analysis
2482	05/28/2026	Claims	1	55972	Uline	377.59	Ice wraparound glasses, earplugs, latex gloves
2483	05/28/2026	Claims	1	55973	Verizon Bellevue	1,398.39	Cell phones, jet packs & routers
2484	05/28/2026	Claims	1	55974	Vestis	54.66	Rug Services - 5/8/26; Rug Services - 5/14/26
2485	05/28/2026	Claims	1	55975	Grainger, Inc.	182.84	Recycle trash bags black; Toilet paper rolls
2486	05/28/2026	Claims	1	55976	Washington State Auditor's Office	95.05	Energy Compliance Attestation 2019 - 2024
2487	05/28/2026	Claims	1	55977	Water Management Labs Inc	161.00	Coliform MMO-MUG (Colilert), Iron (Fe), Manganese (Mn)

001 Current Expense	34,068.13
102 Street Fund	7,288.93
401 Light And Power Fund	209,542.07
405 Water Fund	33,169.24
407 Sewer Fund	6,786.15
409 Storm Water Fund	7,867.67
413 Ambulance Fund	211.23
421 Sewer Bond Reserve Fund	80,806.45
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	379,739.87
	Claims: 379,739.87

WARRANT/CHECK REGISTER

City Of McCleary

Time: 14:17:27 Date: 06/08

Item 2.
3

05/23/2026 To: 06/08/2026

Page:

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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WE, the members of the City Council of the City of McCleary Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for the payment by the City of McCleary City Council.

DATED this _____ day of _____ 2026.

ATTEST:

X _____

Mayor Brycen Huff

X _____

Councilmember Jacob Simmons

X _____

Councilmember Don Kuismi

X _____

Councilmember Brent Schiller

X _____

Councilmember Andrea Dahl, Mayor Pro Tem

X _____

Councilmember Keith Klimek

WARRANT/CHECK REGISTER

City Of McCleary

Time: 13:59:46 Date: 06/08

Item 2.

05/08/2026 To: 06/08/2026

Page:

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2335	05/19/2026	Payroll	1		EFT	2,473.92	May 01-15, 2026
2336	05/19/2026	Payroll	1		EFT	2,186.06	May 01-15, 2026
2337	05/19/2026	Payroll	1		EFT	3,153.78	May 01-15, 2026
2338	05/19/2026	Payroll	1		EFT	1,490.87	May 01-15, 2026
2339	05/19/2026	Payroll	1		EFT	45.77	May 01-15, 2026
2340	05/19/2026	Payroll	1		EFT	1,809.23	May 01-15, 2026
2341	05/19/2026	Payroll	1		EFT	53.55	May 01-15, 2026
2342	05/19/2026	Payroll	1		EFT	427.56	May 01-15, 2026
2343	05/19/2026	Payroll	1		EFT	2,637.33	May 01-15, 2026
2344	05/19/2026	Payroll	1		EFT	1,843.50	May 01-15, 2026
2345	05/19/2026	Payroll	1		EFT	274.63	May 01-15, 2026
2346	05/19/2026	Payroll	1		EFT	45.48	May 01-15, 2026
2347	05/19/2026	Payroll	1		EFT	45.48	May 01-15, 2026
2348	05/19/2026	Payroll	1		EFT	1,662.38	May 01-15, 2026
2349	05/19/2026	Payroll	1		EFT	4,143.19	May 01-15, 2026
2350	05/19/2026	Payroll	1		EFT	3,990.46	May 01-15, 2026
2351	05/19/2026	Payroll	1		EFT	1,923.89	May 01-15, 2026
2352	05/19/2026	Payroll	1		EFT	2,948.55	May 01-15, 2026
2353	05/19/2026	Payroll	1		EFT	2,081.38	May 01-15, 2026
2354	05/19/2026	Payroll	1		EFT	3,394.03	May 01-15, 2026
2355	05/19/2026	Payroll	1		EFT	3,632.59	May 01-15, 2026
2356	05/19/2026	Payroll	1		EFT	2,457.31	May 01-15, 2026
2357	05/19/2026	Payroll	1		EFT	1,720.46	May 01-15, 2026
2358	05/19/2026	Payroll	1		EFT	88.70	May 01-15, 2026
2359	05/19/2026	Payroll	1		EFT	2,348.61	May 01-15, 2026
2360	05/19/2026	Payroll	1		EFT	2,501.69	May 01-15, 2026
2361	05/19/2026	Payroll	1		EFT	1,858.16	May 01-15, 2026
2362	05/19/2026	Payroll	1		EFT	1,020.52	May 01-15, 2026
2363	05/19/2026	Payroll	1		EFT	3,871.41	May 01-15, 2026
2364	05/19/2026	Payroll	1		EFT	45.48	May 01-15, 2026
2365	05/19/2026	Payroll	1		EFT	45.48	May 01-15, 2026
2366	05/19/2026	Payroll	1		EFT	2,631.60	May 01-15, 2026
2369	05/19/2026	Payroll	1		EFT EFTPS	22,549.91	941 Deposit for Pay Cycle(s) 05/19/2026 - 05/19/2026
2446	06/01/2026	Payroll	1		EFT Department of Retirement - Def Comp	2,130.09	Pay Cycle(s) 05/19/2026 To 05/19/2026 - DRS Def Comp; Pay Cycle(s) 05/19/2026 To 05/19/2026 - DRS Def. Comp. ROTH
2447	06/01/2026	Payroll	1		EFT Department of Retirement Systems	10,154.59	Pay Cycle(s) 05/19/2026 To 05/19/2026 - PERS 2; Pay Cycle(s) 05/19/2026 To 05/19/2026 - PERS 3; Pay Cycle(s) 05/19/2026 To 05/19/2026 - LEOFF II
2526	06/05/2026	Payroll	1		EFT	2,467.18	May 16-31, 2026
2527	06/05/2026	Payroll	1		EFT	2,433.94	May 16-31, 2026
2528	06/05/2026	Payroll	1		EFT	3,155.63	May 16-31, 2026
2529	06/05/2026	Payroll	1		EFT	1,501.48	May 16-31, 2026
2530	06/05/2026	Payroll	1		EFT	45.77	May 16-31, 2026
2531	06/05/2026	Payroll	1		EFT	1,805.32	May 16-31, 2026
2532	06/05/2026	Payroll	1		EFT	53.55	May 16-31, 2026
2533	06/05/2026	Payroll	1		EFT	305.40	May 16-31, 2026
2534	06/05/2026	Payroll	1		EFT	3,913.88	May 16-31, 2026
2535	06/05/2026	Payroll	1		EFT	1,883.33	May 16-31, 2026
2536	06/05/2026	Payroll	1		EFT	274.63	May 16-31, 2026
2537	06/05/2026	Payroll	1		EFT	45.48	May 16-31, 2026
2538	06/05/2026	Payroll	1		EFT	45.48	May 16-31, 2026
2539	06/05/2026	Payroll	1		EFT	1,563.38	May 16-31, 2026

WARRANT/CHECK REGISTER

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Item 2. 2

05/08/2026 To: 06/08/2026

Page:

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
2540	06/05/2026	Payroll	1	EFT		4,152.54	May 16-31, 2026
2541	06/05/2026	Payroll	1	EFT		3,990.44	May 16-31, 2026
2542	06/05/2026	Payroll	1	EFT		2,300.26	May 16-31, 2026
2543	06/05/2026	Payroll	1	EFT		2,955.29	May 16-31, 2026
2544	06/05/2026	Payroll	1	EFT		2,366.64	May 16-31, 2026
2545	06/05/2026	Payroll	1	EFT		3,402.72	May 16-31, 2026
2546	06/05/2026	Payroll	1	EFT		3,642.25	May 16-31, 2026
2547	06/05/2026	Payroll	1	EFT		3,188.58	May 16-31, 2026
2548	06/05/2026	Payroll	1	EFT		1,511.10	May 16-31, 2026
2549	06/05/2026	Payroll	1	EFT		88.70	May 16-31, 2026
2550	06/05/2026	Payroll	1	EFT		2,175.62	May 16-31, 2026
2551	06/05/2026	Payroll	1	EFT		2,503.20	May 16-31, 2026
2552	06/05/2026	Payroll	1	EFT		2,430.36	May 16-31, 2026
2553	06/05/2026	Payroll	1	EFT		979.96	May 16-31, 2026
2554	06/05/2026	Payroll	1	EFT		3,921.98	May 16-31, 2026
2555	06/05/2026	Payroll	1	EFT		45.48	May 16-31, 2026
2556	06/05/2026	Payroll	1	EFT		45.48	May 16-31, 2026
2557	06/05/2026	Payroll	1	EFT		2,637.69	May 16-31, 2026
2558	06/05/2026	Payroll	1	EFT			May 16-31, 2026
2598	06/04/2026	Payroll	1	EFT	EFTPS	23,905.60	941 Deposit for Pay Cycle(s) 06/05/2026 - 06/05/2026
2599	06/08/2026	Payroll	1	EFT	Department of Retirement - Def Comp	2,132.55	Pay Cycle(s) 06/05/2026 To 06/05/2026 - DRS Def Comp; Pay Cycle(s) 06/05/2026 To 06/05/2026 - DRS Def. Comp. ROTH
2600	06/08/2026	Payroll	1	EFT	Department of Retirement Systems	10,617.83	Pay Cycle(s) 06/05/2026 To 06/05/2026 - PERS 2; Pay Cycle(s) 06/05/2026 To 06/05/2026 - PERS 3; Pay Cycle(s) 06/05/2026 To 06/05/2026 - LEOFF II

001 Current Expense	64,929.62
102 Street Fund	1,955.68
401 Light And Power Fund	83,637.68
405 Water Fund	12,216.61
407 Sewer Fund	24,564.92
409 Storm Water Fund	4,871.85

192,176.36 Payroll: 192,176.36

WARRANT/CHECK REGISTER

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Item 2.
3

05/08/2026 To: 06/08/2026

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DATED this _____ day of _____ 2026.

ATTEST:

X _____

Mayor Brycen Huff

X _____

Councilmember Jacob Simmons

X _____

Councilmember Don Kuismi

X _____

Councilmember Brent Schiller

X _____

Councilmember Andrea Dahl, Mayor Pro Tem

X _____

Councilmember Keith Klimek



City of McCleary: STAFF REPORT

To:	Mayor Huff and City Council Members
From:	Dalyn Davis
Date:	May. 1st, 2026
Department:	Building Permitting/Conservation Program/Public Works

Good evening, Mayor, and Council,

Complaints:

Code Enforcement matters include: **10.20.010 (C)(D)(E) 8.16.20 (6)(7)(8)(13)**

A courtesy phone call was made to inform the homeowner of complaints received. Courtesy letters were sent via 1st Class Regular mail to inform homeowners of violations, requesting compliance.

Building Department:

The Building Official has dedicated time to developing proposed updates to the fee schedule for both the Building and Planning Departments. Communication efforts are underway to support the implementation of business licensing. Additionally, an updated quote has been obtained for the JJ Keller safety program.

Conservation Program:

The City received a rebate from the WWTP Chiller Project, a total of \$3,780

ACTIVITY	TOTAL	Notes
Customer Service	12	
Building Permits Issued	2	
Plan Reviews	0	
Inspections Performed	6	
Complaints Received	0	
Code Violations Identified	2	Code 10.20.010 (C)(D)(E) 8.16.020 (6)(8)(13)
Communications	1	
Nuisance Letters Sent	3	
Thank you, Compliance Letters	1	
Lemay's Garbage Letters Sent	0	

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid to Date
May	3	3	\$4,677.13	\$23,200.33

DEVELOPMENT REVIEW

Pre-Application Conference	\$320.00
Site Plan Review Residential	\$480.00
Site Plan Review Revision	\$240.00
Site Plan Review Commercial	\$2,400.00

ZONING

Rezone	\$2,400.00
Conditional Use	\$960.00
Permissive Use	\$480.00
Variance	\$960.00
Special Use	\$1,120.00
Street/Property Vacation	\$1,120.00
Temporary Use	\$1,120.00
Planned Unit Dev. Review	\$6,400.00
PUD FINAL	\$1,600.00

SUBDIVISION

Short Subdivision	\$1,120.00
Additional Fee Per Lot	\$160.00
Long Subdivision	\$3,200.00
Additional Fee Per Lot	\$160.00
Subdivision Final Review and Inspect	\$320.00
Manufactured / Mobile Home Park	\$4,800.00
Additional Fee Per Space/Unit	\$160.00
Variance	\$1,120.00
Boundary Line Adjustment	\$800.00
Comm./Industrial Site Plan Review	\$2,400.00
ANNEX	\$1,440.00
Binding Site Plan	\$1,440.00

SEPA

SEPA Exemption Review	\$240.00
SEPA Threshold Determination Adop	\$320.00
SEPA Environmental Checklist Review	
Residential	\$640.00
Commercial	\$800.00
Grading	\$640.00
Non-Project	\$960.00
SEPA EIS	\$8,000.00

SHORELINE MANAGMENT

Shoreline Permit	\$480.00
Substantial Development	\$960.00
Conditional Use	\$960.00
Variance	\$960.00
Additional Fee Per \$1,000 Valuation	\$15.00
Permit Revision	\$960.00
Exemption Notice	\$320.00

FLOODPLAIN DEVELOPMENT

Floodplain Permit	\$320.00
Variance	\$1,120.00
Resonabe Use Exception	\$1,280.00
Critical Areas Protection Variance	\$1,440.00

RESIDENTIAL BUILDING

Building Permit Fee = 1% of Building Valuation	\$169.09/sq'
Example - 1,824/sq' x \$169.09 = \$308,420.16 multiply by .01 = Permit Fee	
Plan Review Fee	65% of Building Permit Fee

Manufactured Home Placement	\$640.00
MH Title Elimination	\$240.00
Decks & Porches (covered or uncovered)	\$320.00
Carports/Pole Buildings - Open on all sides	\$320.00
Pole Building - Closed on any side	\$480.00
Fences Over 6'	\$160.00
Window Replacement	\$240.00
Re-Roof Only	\$160.00
Demolition	\$320.00
Tank Installation/Removal - Above/Below Groui	\$160.00
Violation/Stop Work Order Fines	2x Permit Fee

PLUMBING & MECHANICAL

Associated With RBP	10% of Building Permit Fee
Plumbing Permit	\$160.00
Mechanical Permit	\$160.00

COMMERCIAL BUILDING

Building Permit Fee = 1% of Building Valuation	\$206.96/sq'
Example - 2,826/sq' x \$206.96 = \$308,420.16 multiply by .01 = Permit Fee	
Plan Review Fee	65% of Building Permit Fee

MISCELLANEOUS

Re-Inspection	\$80.00
After Hours / Special Inspection	\$320.00
Residential Road Access	\$320.00
Work Within The Public Right-of-way	\$320.00
Geotechnical / Stormwater Review	\$640.00
Sign Permit	\$160.00
Fireworks Stand	\$160.00
Addressing Fee	\$240.00
Building Code Council Fee	RCW 19.27.085
Publicaion Fee	COST
Outside Review	COST
Hearings Examiner	COST
Technical Fee	2%
Minimum Hourly Rate	\$160.00

Grade & Fill Permit

Cubic Yards	
51-100	\$160.00
101-500	\$320.00
501-1,000	\$480.00



City of McCleary

STAFF REPORT

To:	Mayor Brycen Huff and City Councilmembers
From:	Darrin C. Raines, City Administrator
Date:	June 10, 2026
Department:	City Hall

Action Items

Item 1) Custodial Contract: On Friday April 1st, we opened three proposals for Custodial Services to clean city facilities. We have evaluated that all requirements of the proposals have been met. We are recommending that Coastal Custodial Services, (DBA Coastal Custodial) be awarded the contract for \$1,836 per month with a cost per hour of \$45 for any unscheduled cleaning requested by the city.

Item 2) Insight Renewal, Microsoft License: We have the proposal from Insight for our annual license for Microsoft 365 that needs to be approved. Dalyn will be including the specifics in her report.

Item 3) All City Safety Program: We have received a quote from J.J. Keller & Associates to start and implement a citywide safety program for all departments. This includes all training, record keeping. The quote is \$3,235.50 for a year.

For Information Only

Item 1) Disaster Assistance: I have been collaborating with Warren Waddell from Washington Emergency Management and Rochelle Pleasant from FEMA and have submitted the Disaster Relief request for the storm that occurred on December 7, 2025. This request for public assistance (RPA) affects both Light and Power, and Public Works, and is covered by a federal declaration with FEMA funding. We will be meeting again on 6/11 to determine eligible claims and to provide supporting documentation for the claims that affected both departments.

Item 2) 3rd Street Project Update: I have had several conversations with WSDOT Local Programs, and Grays Harbor Council of Governments concerning the funding for the 3rd Street Project. Because this project was supposed to start in 2024, we are in jeopardy of losing the funding for future phases. If we begin the PE phase, we need to be at 60% design by September, as well as having started the NEPA permitting process, which cannot start without the 60% design. If all of this could happen, we would then be able to start the ROW phase.

The timeline to get to 60% design by September is not possible, and the funding for future phases will go back into the funding pot for other eligible projects in Grays Harbor. This is a requirement for FHA who distributes the STP funding through WSDOT Local Programs. Because we are 2 years late in getting this project started, the funding is going away, and we will need to reapply in future funding rounds to replace the lost funding. The other issue we are facing is if we are to go ahead with the PE phase but do not complete construction of the project, the City of McCleary would be responsible for paying back all the funding spent on the PE phase.

Item 3) I&I Funding: The City of McCleary received a notice that we received an award for looking at reducing the (I&I) Inflow and Infiltration into the Sanitary Sewer System. It is necessary to reduce the I&I as it appears according to Department of Ecology Engineers that we are getting a lot of cold water entering the system which in turn is causing exceedingly high amounts of ammonia in the treatment process. If the I&I is not reduced, then the capacity of the Sewer Treatment Plant could potentially have to be looked at. They do feel at this time capacity is not an issue and that reduction of I&I will remedy the problem.

This is 50% grant and 50% low interest loan, of which part of it is forgivable. I will be meeting with the DOE Grants Manager to go over the details of the amounts and what the City of McCleary will be responsible for. As soon as I receive this, I will pass the information on to the City Council for discussion and consideration of approval of the Grant Agreement. At the time of this writing, we are still waiting for a set date for this meeting and as soon as I know when it will be, I will invite the Public Works Committee to attend so we have a clear idea of worst case scenario of how much this will cost the rate payers.

Item 4) Beerbower Park Renovation: The City of McCleary received a grant from Washington State Recreation and Conservation Office (RCO) for \$650,554 to renovate Beerbower Park. The city is responsible for \$150,554 in matching funds with \$57,500 of that amount paid by private donations. Mayor Huff signed the RCO Grant Agreement on April 20th.

The agreement with NW Heritage Consultants has been signed and is expected to cost under \$9685.00. It was budgeted in the grant to cost up to \$20,000.00, so we are under budget on this item.

Item 5) Wildcat Land LLC: Mayor Huff and I had an opportunity to meet with the Rognlin family and their Architect on 6/3/26 to give us an update on the overall process. They have chosen the name Wildcat Land LLC as their official developer's name. They are still working on the wetland study that will not be done until late this summer and once it is, we will then set up the next public meeting for some time in late September or early October. In the preceding months, we will be preparing fact sheets of needs and availabilities, working on our Municipal Code and preparing information to be included in a draft ordinance to allow Master Planned Development.

Respectfully,

Darrin C. Raines
City Administrator



City of McCleary

STAFF REPORT

To:	Mayor Brycen Huff and City Councilmembers
From:	Julie Pope, Clerk-Treasurer
Date:	06/10/2026
Department:	City Hall

Mayor and Council,

I am pleased to begin my new role as Clerk-Treasurer. I have been impressed by the dedication and professionalism of our staff, and I look forward to working together to accomplish our goals and continue serving the community effectively.

Below are some of the items currently underway:

Payroll Audit

We are conducting a comprehensive review of 2026 payroll records for all employees to ensure compensation is accurate and consistent. Moving forward, we plan to perform payroll audits twice annually as part of our internal controls and accountability measures.

Agenda and Public Records Software

Our current agenda management platform, Municode, is being discontinued. We are evaluating replacement options for agenda management software, as well as solutions to streamline the processing and tracking of public records requests. Our objective is to improve efficiency while maintaining compliance with all applicable state laws.

2027 Budget Preparation

Budget season is approaching quickly. I will be distributing a budget calendar in the near future and scheduling meetings with department heads to begin the budget development process.

DRS Audit

Nakisha is completing the corrective actions identified during the recent Department of Retirement Systems (DRS) audit and is working to ensure all necessary updates are finalized.

Business Licensing

Dalyn and I recently met with representatives from the Department of Revenue to discuss the State's business licensing service. Under this program, the State administers business licenses and collects associated fees on behalf of participating jurisdictions at no cost to the City. Should the City choose to implement a local business license requirement in the future, participation in this service would be required.

I appreciate the opportunity to serve in this position and look forward to keeping you informed on these and other important projects as they progress.

Respectfully,
Julie Pope
Clerk-Treasurer



City of McCleary STAFF REPORT

To:	Mayor Huff and Council
From:	Fire Chief Andrew Pittman
Date:	June 1, 2026
Department:	Fire Department

Hello all,

We have received our new forceable entry prop, thank you to the council and mayor for approval. AC DeBakker has been working on some projects for the department including integrating information into first due software and working on uniforms for the volunteers. The tires have been installed on Engine 1211 and are in service.

We are gearing up for wildland season as it has been a very mild winter we can expect more potential for wildfires.

We have a new applicant that we are going through the onboarding process with, and a couple more new applications.

Our May call numbers are as follows:

Lift Assists= 3 Cancelled call-2 Wildfire-1

Medical Response=1 Fires- 3 Vehicle accidents-1 Not available for calls-1

Total=12

Fire District 12 medical responses =9

We are now coming into spring and with spring comes seasonal yard maintenance. Keep in mind that a free burn permit for residents of the city of McCleary and Fire District 12 can be obtained from ORCAA at no cost to the residents. These permits will keep you up to date on burn restrictions as they are issued and have a full list of regulations that must be followed for outdoor burning. [Residential Yard-Waste Burn Permits - ORCAA](#)

Thank you for the opportunity and Stay Safe,

Chief Andrew Pittman



City of McCleary STAFF REPORT

To:	Mayor Huff and Council
From:	Paul Nott
Date:	6/2/2026
Department:	Light and Power

Hello All,

This last month we had 5 outages, completed 12 maintenance work orders, and worked on line maintenance (tree trimming).

Two outages were from birds, two from trees and one was unknown cause.

We have completed our preparations to cut over the southwest section of town to the 12KV substation and now are planning an evening outage (please see attached map) that will affect approximately 130 of our customers. The date for the outage will be Thursday night 6/18/2026, beginning at 10:00 PM and ending Friday morning at 4:00 AM.

We are now starting on Sand Creek and preparing it for cutting over as well.

The crew has also been clearing vegetation from the lines as we do every year for line maintenance.

If anyone has any questions or concerns, feel free to contact us...

Paul

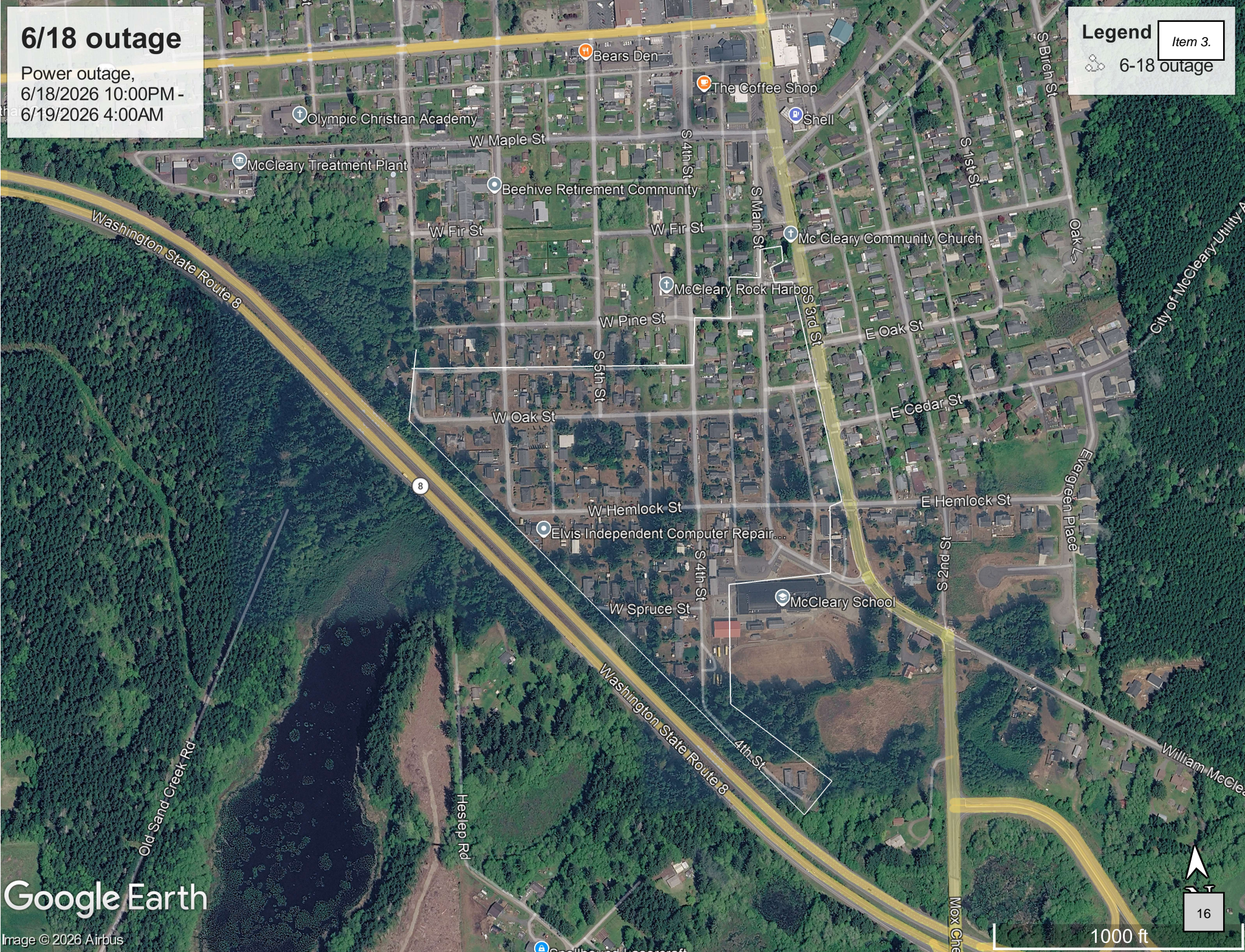
6/18 outage

Power outage,
6/18/2026 10:00PM -
6/19/2026 4:00AM

Legend

Item 3.

6-18 outage



City of McCleary
STAFF REPORT



To:	City Council
From:	Chief Ryan Miskell
Date:	June 2026
Department:	Police Department

Department Report:

- **Training:**
Since the last council meeting, one of our officers attended and successfully completed in-person Taser Instructor Training. The training was hosted by the Ocean Shores Police Department, and the training slot was provided to our department at no cost.
- **Firearms:**
The department's new firearms and holsters have arrived. Firearms training will be conducted over the coming weeks, and officers are expected to begin transitioning to the new equipment by the end of the month. Training will take place while officers are on duty.
- **City Ordinances:**
Although only one formal complaint has been documented regarding individuals living in motorhomes within the city limits, it has been observed that this is occurring at several other locations throughout the city. I will be meeting with Mayor Huff and other city staff to create a solution for this concern.

- School:

The Police Department will be at the school for Field Day on June 8. With the school year ending and students beginning summer break, this event will provide a great opportunity to interact with students and continue building community involvement throughout the summer months.

Respectfully,

Chief Ryan Miskell

06/03/26
09:39

McCleary Police Department
Law Total Incident Report, by Nature of Incident

Page: 1083
1

Nature of Incident	Total Incidents
911-Open Line	1
AUDIBLE ALARM	2
AGENCY ASSIST	10
NON-INJURY ACCIDENT BLOCKING	1
NON-INJURY VEH ACC NON-BLOCKIN	3
ANIMAL PROBLEM	5
ASSAULT	10
ASSAULT IN PROGRESS	1
CITIZEN ASSIST	11
ATTEMPT TO LOCATE	1
CIVIL MATTER	1
Community Oriented Policing	1
DISABLED VEHICLE	3
DUI ALCOHOL OR DRUGS	1
DOMESTIC VIOLENCE ACT	1
DOMESTIC VIOLENCE ACT IN PROGR	1
EXTRA PATROL REQUEST	7
FIGHT NOT DVA	1
FOLLOW UP DETAIL	6
FIRE OR AID RESPONDING TO INC	35
HARASSMENT REPORT	1
ILLEGAL BURN	1
MALICIOUS MISCHIEF	1
NOISE PROBLEM OR COMPLAINT	2
PARKING PROBLEM COMPLAINT	1
POLICE INFORMATION MESSAGE	2
RECKLESS ACT OR DRIVING	2
CPS/APS Referral	2
CIVIL PAPER SERVICE	1
SEX OFFENSE	1
SUBJECT STOP	3
SUICIDE ATTEMPT OR SUBJ	1
SUSPICIOUS CIRCUMSTANCES	5
SUSPICIOUS PERSON	3
SUSPICIOUS VEHICLE	2
TRAFFIC STOP	82
TRAFFIC HAZARD	1
THREATS RECEIVED	1
TRAFFIC OFFENSE	1
TRESPASS	3
VEHICLE ALARM	2
VERBAL ARGUMENT	1
CHECK WELFARE	6

Total Incidents for This Report: 227

Report includes:

- All dates between `00:00:00 05/01/26` and `23:59:59 05/31/26`
- All agencies matching `MCPD`
- All natures
- All locations
- All responsible officers
- All dispositions
- All clearance codes
- All observed offenses

06/03/26
09:39

McCleary Police Department
Law Total Incident Report, by Nature of Incident

1083
Page: 2

All reported offenses
All offense codes
All circumstance codes

*** End of Report /tmp/rptzMfzz4-rplwtir.r2_2 ***



City of McCleary
STAFF REPORT

To:	Mayor and Council
From:	Cory Marsh
Date:	6/5/2026
Department:	Public Works

Hello Everyone,

Public Works has been busy with R.O.W. Mowing, our goal is to have all areas mowed and maintained before bear fest.

I did receive the amount from city wide clean up! Lemay hauled out 79.8 tons of garbage from Saturday, and we are getting back \$400 for the scrap metal that was hauled off.

In June, we will be repairing a water leak on Summit Rd, Evergreen Rual Water was able to come out with their leak detector and pinpoint where we need to dig. We will be working with the state as we will have to set up traffic control.

Starting June 15th. we will start our bear fest prep so we can get ahead in case something happens.

If you have any questions, feel free to reach out to me

Thank You

Cory Marsh



City of McCleary STAFF REPORT

To:	Mayor Miller and City Council
From:	Kevin Trehwella
Date:	June, 2025
Department:	Water and Wastewater

Wastewater

With summer rapidly approaching we have seen the wastewater temperatures rise quickly. When we looked at the specifications for ordering the Chiller we were basing all specifications on the Old NPDES Permit. In February a New NPDES Permit was issued by the EPA. This new permit dropped the effluent Max temperature 2.2 degrees Celsius. From 19.9C down to 17.7C. 17.7C is the Temperature that the old chiller was set to turn on to keep us in compliance.

We have now had the first opportunity to fully test the capabilities of the new chiller. We, Joe and I, had some concerns. We were initially seeing the water cool by 0.1 degrees. We made several observations and started testing the system. We first backflushed the pump into the heat exchanger, No problems.

Next we disassembled the effluent piping and watched the flow. We were supposed to be having an effluent flow of 85gpm. We had 2.5gpm. next we went to the influent side of the heat exchanger. We disassembled the influent line. We had 85gpm. We went to run a hose down the influent line and hit a blockage. Unbeknownst to us and nowhere in the drawing there was a "Y" filter which was full of biologicals. We cleaned up the filter, reinstalled it in the "Y", reassembled the entire influent-effluent piping. Turned on the Chiller system and within 2 hours the effluent system was cooling the water leaving the WWTP by more than 2C I am confident we will be able to stay within compliance.



Water

The Variable Frequency Drives (VFD's) that were installed, last year, out at the wells, are saving the city of McCleary about 1000 kilowatts a month. Having trouble with 900mHz communication pumps. Besides the security risks that these radios can present we need to look at alternatives to radio communications between the wells.

Kevin Trehella



Customer Information
 Alternate: Active Customer
 Address 1: PO Box 731072
 Address 2:
 City/State/Zip: Dallas, TX 75373-1072 US
 Phone: (800) 467-4448 Fax: () -
 E-mail: damien.tran@insight.com
 E-mail 2:
 Text:
 Last Paid: 12/24/2025

Account Information
 Require 1099 Mandatory Alt Address
 W9 on File Rcvd Type: N/A
 Mailed Sent Class:
 UBI: MTR Use Tax
 Account: Pay By EFT Count
 SS/EIN: Has Memorized
 County ID (s): Employee
 Mailing Lists:

Notes: Cash Transactions GL 1099 Detail Cash Receipts Invoices Accts Payable AP Invoices Purchase Orders Memorized Audit Trail
 Add New View Approve DUE AMOUNT MEMO User All Users INVOICE

AP	STATUS	View	TYPE	DUE	APPROVE	MEMORIZE	CASH STATUS	MEMO	USER	DEPT	PAID	YEAR	GL TXN	CHECK	GROUP	USER
33763	Approved	Claims	06/12/2025					\$6,093.61	Additional annual billing	Microsc	0228273655	2025	2920		Accounts Payal	Nakisha Pryor
33612	Approved	Claims	05/17/2025					\$14,226.92	Annual billing	Microsoft Office 365	0228191649	2025	2536		Accounts Payal	Nakisha Pryor
32809	Approved	Claims	01/31/2025					\$79.62	Microsoft Exchange	Subscription	1101241025	2025	538	54264	Accounts Payal	Lindsay Blumberg
31550	Approved	Claims	07/31/2024					\$6,093.61	Microsoft 365 E3	Unified - Subsc	1101183702	2024	3307	53602	Accounts Payal	Lindsay Blumberg
31352	Approved	Claims	06/28/2024					\$13,988.07	Microsoft Office 365		1101174920	2024	2846	53472	Accounts Payal	Lindsay Blumberg
31014	Approved	Claims	05/15/2024					\$507.91	License Upgrade	per Right System	11314065	2024	2199	53340	Accounts Payal	Lindsay Blumberg
30226	Approved	Claims	12/31/2023					\$311.02	Cisco Duo	Essentials Edition	1030037797	2023	5847	52946	Accounts Payal	Lindsay Blumberg
29753	Approved	Claims	10/31/2023					\$786.09	Microsoft Office 365	- 5 licenses		2023	4801	52630	Accounts Payal	Lindsay Blumberg
29051	Approved	Claims	07/31/2023					\$295.01	IT Repairs		1101070982	2023	3474	52336	Accounts Payal	Lindsay Blumberg
28881	Approved	Claims	06/30/2023					\$3,410.26	IT Repairs		1101065603	2023	2917	52233	Accounts Payal	Lindsay Blumberg
28862	Approved	Claims	06/30/2023					\$48,762.71	IT Repairs		1101063790	2023	2917	52233	Accounts Payal	Lindsay Blumberg
28840	Approved	Claims	06/30/2023					\$9,041.42	IT Repairs		1101063307	2023	2917	52233	Accounts Payal	Lindsay Blumberg
												2023	2917	52233	Accounts Payal	Nellie Peden



Volume Licensing

Program Signature Form

MBA/MBSA number

Agreement number

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Select Plus Agreement	X20-11543
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Select Plus Affiliate Registration Form	X20-11591
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of McCleary
Signature*	<i>Chad Bedlington</i>
Printed First and Last Name*	Chad Bedlington
Printed Title	Public Works Director
Signature Date*	05/09/23
Tax ID	91-6001456

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA



Select Plus License Program Agreement State and Local

Contents

- 1. Definitions..... 1
- 2. How the Select Plus License program works..... 3
- 3. How to establish price level..... 3
- 4. Licenses for Products..... 3
- 5. How to order Product Licenses..... 4
- 6. Making copies of Products and re-imaging rights..... 5
- 7. Transferring and assigning Licenses..... 5
- 8. Term and termination..... 6
- 9. How to renew Software Assurance..... 7
- 10. Restrictions on use..... 7
- 11. Confidentiality..... 7
- 12. Warranties..... 9
- 13. Defense of infringement, misappropriation, and third party claims..... 10
- 14. Limitation of liability..... 11
- 15. Verifying compliance..... 12
- 16. Non-Microsoft Software or Technology..... 12
- 17. Miscellaneous..... 13

This Microsoft Select Plus Agreement is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the effective date of the first Affiliate Registration Form or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) the terms and conditions of this Agreement and all attachments identified therein, (2) the Product List, (3) the Product Use Rights, (4) any Affiliate registration entered into under this Agreement, and (5) any Order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product List and Product Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed and Services ordered.

The parties agree to be bound by the terms of this Agreement.

Terms and Conditions

1. Definitions.

In this Agreement the following definitions apply:

“Affiliate” means

a. with regard to Customer

- (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
- (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by

the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and

(iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and

b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft

"Contractor" means any third party supplier or other provider of computer technology or related services.

"Customer" means the entity that has entered into this Agreement and its Affiliates;

"Customer Data" means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Customer through Customer's use of Online Services.

"Fixes" means Product fixes, modifications or enhancements or their derivatives that Microsoft either releases generally (such as service packs).

"Lead Affiliate" means the primary registrant under this Select Plus Agreement.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses;

"L&SA" means a License and Software Assurance for any Product ordered;

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or accepted Registered Affiliate's registration form and its Affiliates, as appropriate;

"Online Services" means the Microsoft-hosted services identified in the Online Services section of the Product List.

"Order" means the document Customer or Customer's Affiliate submits under this Agreement to order Licenses or Services; "Product" means all products identified on the Product List, such as all software, Online Services and other web-based services, including pre-release or beta versions. Products may be made available under programs that vary by region.

"Product List" means the statement published by Microsoft from time to time on the World Wide Web at <http://www.microsoft.com/licensing/contracts>, or a successor site. The Product List includes any Product-specific conditions or limitations on the acquisition of licenses for, or use of, Products;

"Product Use Rights" means, with respect to any licensing program, the use rights for each Product and version published for that licensing program at <http://www.microsoft.com/licensing/contracts> or at a successor site.

"Qualifying Contract," means (1) an Enterprise Enrollment under a separate Microsoft Enterprise Agreement; (2) any Enterprise Subscription Enrollment entered into under a Microsoft Enterprise Agreement, or (3) a Select Agreement. Only agreements entered into by a Registered Affiliate may constitute a Qualifying Contract.

"Registered Affiliate" means an entity, either Customer or any one of Customer's Affiliates, identified on an affiliate registration form that has been accepted by Microsoft and has submitted an Order under this Agreement;

"Reseller" means a large account Reseller authorized by Microsoft to resell Licenses under this program and engaged by a Registered Affiliate to provide pre and post-transaction assistance related to this Agreement;

"Service Level Agreement" means the document specifying the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service.

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product List;

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact.

2. How the Select Plus License program works.

The Select Plus License program allows Registered Affiliates to order Licenses and Services if Registered Affiliate (1) submits a minimum qualifying Order as defined in the Product List, (2) identifies and maintains at least one active Qualifying Contract, or (3) identifies an order placed under a separate agreement during the 12 months preceding the effective date of this Agreement that would otherwise have been a minimum qualifying Order.

3. How to establish price level.

Establishing price levels. Throughout the term of this Agreement, Enrolled Affiliate's price level for each Product will be level "D." The price Microsoft will invoice Reseller will be based on Customer's price level for the Product ordered. *Throughout this Agreement the term "price" refers to reference price.*

4. Licenses for Products.

- a. **License Grant.** Microsoft grants Registered Affiliate a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under this Agreement. The rights granted are subject to the terms of this Agreement, the Product Use Rights, and the Product List. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Use by Affiliates.** Registered Affiliate may sublicense the right to use the Products ordered under this Agreement to any Affiliates, but Affiliates may not sublicense these rights and their use must be consistent with the terms of this Agreement.
- c. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable agreement is terminated or expires, unless Registered Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable agreement or Product Use Rights, all other Licenses become perpetual only when all payments for that License have been made and any applicable Software Assurance term has expired.
- d. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The Product Use Rights in effect on the date of the Order will apply to Registered Affiliate's use of the version of each Product ordered that is current at the time. For future versions and new Products, the Product Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Product Use Rights for a particular version will not apply unless Registered Affiliate chooses to have such changes apply.
 - (ii) **Online Services.** For Online Services, the Product Use Rights in effect on the subscription start date will apply to Registered Affiliate's use of the Online Service for the first 12 months of the subscription term, except as otherwise noted in the Product Use Rights. The process for updating the applicable use rights are detailed in the Product Use Rights.
- e. **Downgrade rights.** Registered Affiliate may use an earlier version of a Product than the version that is current on the date of the Order. In that case, the Product Use Rights for the current version apply to the use of the earlier version. If the earlier version of a Product includes features that are not in the new version, then the Product Use Rights applicable to the earlier version apply with respect to those features.

- f. **New Version Rights under Software Assurance.** With Software Assurance coverage, Registered Affiliates may use a new version of a licensed Product as soon as it is released. New version rights apply to the License automatically upon release of the new version, even if Registered Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under a Qualifying Contract, use of the new version will be subject to the new version's Product Use Rights.
 - (ii) If the License to the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual licenses obtained through Software Assurance replace any perpetual licenses to the earlier version.
- g. **License confirmation.** This Agreement, the applicable Order, any Order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Registered Affiliate's evidence of all Licenses obtained under this Agreement.
- h. **After-acquired Licenses.** At any time after Microsoft has accepted its registration, Registered Affiliate may use any Product as if licensed under the terms of this Agreement, provided it submits an Order for a sufficient number of Licenses to authorize Registered Affiliate's use of the Product in the same calendar month in which the Product is first used.

5. **How to order Product Licenses.**

- a. **Placing Orders.** Registered Affiliate may order Licenses and Online Services Microsoft makes available under this program by placing Orders with Registered Affiliate's authorized Reseller. The price and payment terms for all Orders will be determined by agreement between Registered Affiliate and its Reseller. When placing orders, a Registered Affiliate must specify the country or countries where the Registered Affiliate will use the Licenses.
- Microsoft may change the Products available under this program and may refuse to accept an Order if it has a business reason to do so.
- b. **When is the Registered Affiliate eligible to order just Software Assurance?** A Registered Affiliate may order Software Assurance to a previously-licensed Product without ordering a new License for the Product if:
- (i) Registered Affiliate has previously obtained perpetual Licenses through Upgrade Advantage, Software Assurance, or any similar upgrade protection and, prior to expiration of its existing upgrade protection, orders Software Assurance the Product to become effective no later than one day following the scheduled expiration of the previous upgrade protection.
 - (ii) Registered Affiliate is eligible to order Software Assurance for Products licensed through retail sources or from an original equipment manufacturer ("OEM"), and places its order within the required time frame. The Product List at <http://www.microsoft.com/licensing/contracts> identifies those Products that may be enrolled in Software Assurance and the applicable time frame for placing an order.
 - (iii) The Product List expressly permits Registered Affiliate to order Software Assurance without ordering a new License for the Product.
 - (iv) A Registered Affiliate renews Software Assurance as described in the section of this Agreement titled "How to renew Software Assurance."
- c. **How to confirm Orders.** Information about Orders, including an electronic confirmation of each Order, will be provided in a password-protected website at <https://www.microsoft.com/licensing/servicecenter/> or a successor site. Upon Microsoft's acceptance of this Agreement, the contact Registered Affiliate designates on the Affiliate Registration Form will be provided access to this site.
- d. **Invoices and payments.** For any Orders for Software Assurance or L&SA, Registered Affiliate may elect with its Reseller to spread payment over three years rather than

making payment in a lump sum. In such cases, Microsoft will invoice the Reseller in installments, the first installment upon receipt of the Order and subsequent installments on each anniversary of the Order or, at Registered Affiliate's option, on the Affiliate anniversary month. Orders for Licenses without accompanying Software Assurance will be invoiced to the Reseller in full upon receipt of the Order.

6. **Making copies of Products and re-imaging rights.**

- a. **General.** The Registered Affiliate may make as many copies of the Products as it needs to distribute them within its organization. Copies must be true and complete (including copyright and trademark notices), from master copies obtained from a Microsoft approved fulfillment source. The Registered Affiliate may use a third party to make these copies, but the Registered Affiliate agrees that it will be responsible for that third party's actions. The Registered Affiliate agrees to make reasonable efforts to make its employees, agents and any other individuals that it allows to use the Products aware that the Products are licensed from Microsoft and can only be transferred subject to the terms of this Agreement.
- b. **Copies for training, evaluation, and back-up.** For all Products other than Online Services, Registered Affiliate may (1) use up to 20 complimentary copies of any Product in a dedicated training facility on its premises, (2) use up to 10 complimentary copies of any Product for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes, for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Product Use Rights.
- c. **Right to "re-image."** In certain cases, re-imaging is permitted using the volume licensing program Product media. If the Microsoft Product(s) is licensed (1) from an original equipment manufacturer (OEM), (2) as full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may be generally used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be owned from the source for each Product that is re-imaged.
 - (ii) The Product, language, version and components of the copies made must be identical to the Product, language, version and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., upgrade or full License) must be identical to the Product type from the separate source.
 - (iv) Any Product-specific requirements for re-imaging identified in the Product List.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

7. **Transferring and assigning Licenses.**

- a. **Transferring Licenses to third parties.** License transfers are not permitted, except that Registered Affiliate may transfer fully-paid perpetual licenses to:
 - (i) if you are an agency of a state or local government to: (a) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii)

any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Registered Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.

- b. **Notification of License Transfer.** Registered Affiliate must notify Microsoft of a License transfer by completing a transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Registered Affiliate provides to the transferee, and the transferee accepts in writing, the applicable Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.
- c. **Internal Reassignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within Registered Affiliate's organization. Licenses and Software Assurance may be reassigned within the organization as described in the Product Use Rights.

8. **Term and termination.**

- a. **Term.** This Agreement will remain in effect unless it is terminated by either party as described below.
- b. **Termination without cause.** Either party may terminate this Agreement without cause upon 60 days written notice. In the event of termination, new Orders will not be accepted, but any terms of this Agreement applicable to any Orders not otherwise terminated will remain in effect.
- c. **Mid-term termination for non-appropriation of Funds.** Registered Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Registered Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement, including any obligation to pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice and opportunity to cure the breach. If Microsoft gives such notice to a Registered Affiliate, Microsoft will give Customer a copy of that notice as well and Customer agrees to help resolve the breach. If the breach also affects other Affiliate registrations and cannot be resolved between Microsoft and Customer within a reasonable period of time, Microsoft may also terminate this Agreement and all other Affiliate registrations under it. If Registered Affiliate ceases to be a Customer's Affiliate, Customer must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's registration under this Agreement.
- e. **Early termination.** If Registered Affiliate terminates this Agreement as a result of a breach by Microsoft, or if Microsoft terminates this Agreement because Registered Affiliate has ceased to be Customer's Affiliate, then Registered Affiliate will have the following options for Licenses, excluding Subscription Licenses:
 - (i) It may immediately pay the total remaining amount due, including all installments, in which case, Registered Affiliate will have perpetual rights for all Licenses ordered (for the latest version of Products with Software Assurance coverage); or
 - (ii) It may pay only amounts due as of the termination date, in which case Registered Affiliate will have perpetual Licenses (for the latest version of Products with Software Assurance coverage) for (1) all Licenses for which payment has been made in full, and (2) a proportional number of Licenses it has ordered for which payment has been made.

For Subscription Licenses, in the event of a breach by Microsoft, Registered Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination

- f. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there, (2) presents a hardship for Microsoft to continue operating the Online Service without modification, and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.
- g. **Program updates.** Microsoft may make a change to this program that will make it necessary for Customer to enter into a new agreement before a Registered Affiliate may place a new Order

9. **How to renew Software Assurance.**

- a. **Notice of expiration.** Microsoft will provide notice prior to the expiration of Software Assurance coverage and advise Registered Affiliate of its renewal options.
- b. **Renewal Order.** To maintain Software Assurance coverage for any Licenses previously ordered under this Agreement, Registered Affiliate must submit an Order for an additional term of Software Assurance for those Licenses prior to or at the expiration of the previous term. Microsoft may make changes to this program that will make it necessary for Customer to enter into a new agreement to renew Software Assurance.
- c. **Consequences of non-renewal.** If Registered Affiliate allows Software Assurance for any Licenses to lapse then Registered Affiliate may not order Software Assurance for those Licenses again without first acquiring L&SA.

10. **Restrictions on use.**

Registered Affiliate must not:

- a. separate and use the components of a Product on two or more computers, upgrade or downgrade components at different times, or transfer components separately, except as provided in the Product Use Rights;
- b. reverse engineer, decompile or disassemble any Product or Fix, except to the extent applicable law permits it despite this limitation; or
- c. distribute, sublicense, rent, lease, lend, or host any Product or Fix except as permitted by this Agreement, the Product Use Rights, or in a separate written agreement

11. **Confidentiality.**

Except as otherwise required by applicable law, the terms and conditions of this Agreement are confidential. Neither party will disclose the substance of any discussions that led to the terms and conditions of this Agreement to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this Agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

- a. For the avoidance doubt, the parties acknowledge that this Confidentiality provision recognizes that when there is a business need to do so, Microsoft and Customer or an Enrolled Affiliate may need to share/exchange their respective Confidential Information with each other to develop a more meaningful business relationship. This section provides Microsoft and Customer with a well-balanced, commercially reasonable and comprehensive set of confidentiality terms that enable both parties to share/exchange a wide range of Confidential Information with each other knowing with confidence that significant confidentiality protections are in place. The confidentiality terms denoted below do not govern Microsoft's handling of Customer Data. In all instances under this

Agreement, Microsoft's handling of Customer Data shall be governed as described under various other provisions of this Agreement and by Microsoft's data security policy. **What is included.** "Confidential Information" is non-public information, know-how and Trade Secrets in any form that are designated as "confidential" or that a reasonable person knows or reasonably should understand to be confidential. It includes non-public information regarding either party's products or customers, marketing and promotions, or the negotiated terms of Microsoft agreements.

b. What is not included. The following types of information, however marked, are not Confidential Information. Information that:

- (i) is, or becomes, publicly available without a breach of this Agreement;
- (ii) was lawfully known to the receiver of the information without an obligation to keep it confidential;
- (iii) is received from another source who can disclose it lawfully and without an obligation to keep it confidential;
- (iv) is independently developed; or
- (v) is a comment or suggestion one party volunteers about the other's business, products or services.

c. Treatment of Confidential Information.

(i) **In general.** Subject to the other terms of this Agreement, each party agrees:

- 1) it will not disclose the other's Confidential Information to third parties; and
- 2) it will use and disclose the other's Confidential Information only for purposes of the parties' business relationship with each other.

(ii) **Security precautions.** Subject to the other terms of this Agreement, each party agrees:

- 1) to take reasonable steps to protect the other's Confidential Information – these steps must be at least as protective as those the party takes to protect its own Confidential Information;
- 2) to notify the other promptly upon discovery of any unauthorized use or disclosure of Confidential Information; and
- 3) to cooperate with the other to help regain control of the Confidential Information and prevent further unauthorized use or disclosure of it.

(iii) **Sharing Confidential Information with Affiliates and representatives.**

- 1) A "Representative" is an employee, contractor, advisor, or consultant of one of the parties or of one of the parties' Affiliates.
- 2) Each party may disclose the other's confidential information to its Representatives (who may then disclose that Confidential Information to other of that party's Representatives) only if those Representatives have a need to know about it for purposes of the parties' business relationship with each other. Before doing so, each party must:
 - A. ensure that Affiliates and Representatives are required to protect the Confidential Information on terms consistent with this Agreement; and
 - B. accept responsibility for each Representative's use of Confidential Information.
- 3) Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Neither party can control the incoming information the other will disclose to it in the course of working together, or what that party's Representatives will remember, even without notes or other aids. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or

services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

(iv) **Disclosing Confidential Information if required to by law.** Each party may disclose the other's Confidential Information if required to comply with a court order or other government demand that has the force of law. Before doing so, each party must seek the highest level of protection available and, when possible, give the other enough prior notice to provide a reasonable chance to seek a protective order.

d. **Length of Confidential Information obligations.** Except as permitted above, neither party will use or disclose the other's Confidential Information for five years after it is received. The five-year time period does not apply if applicable law requires a longer period or the Product Use Rights provide a more specific requirement.

12. Warranties.

a. **Limited warranty.** Microsoft warrants that:

- (i) Online Services will perform in accordance with the applicable Service Level Agreement;
- (ii) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation; and

b. **Limited warranty term.** The limited warranty for:

- (i) Online Services is for the duration of Customer's use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement;
- (ii) Products other than Online Services is one year from the date Customer first uses the Product; and

c. **Limited warranty exclusions.** This limited warranty is subject to the following limitations:

- (i) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this Agreement or the Product Use Rights, or resulting from events beyond Microsoft's reasonable control;
- (ii) the limited warranty does not apply to components of Products that Customer is permitted to redistribute;
- (iii) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- (iv) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

d. **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and Customer notifies Microsoft within the warranty term, then Microsoft will:

- (i) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
- (ii) for Products other than Online Services, at its option either (1) return the price paid or (2) repair or replace the Product; and

These are Customer's only remedies for breach of the limited warranty other than remedies required to be provided under applicable law.

e. **DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES, OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, OR NON-INFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. Any warranties, guarantees, or**

conditions that cannot be disclaimed as a matter of law last for one year from the start of the limited warranty.

13. **Defense of infringement, misappropriation, and third party claims.**

a. Microsoft's agreement to protect. Microsoft will defend Registered Affiliate against any claims made by an unaffiliated third party that (i) any Product or Fix that is made available by Microsoft for a fee infringes that party's patent, copyright, or trademark or makes unlawful use of its Trade Secret, or (ii) arising from Microsoft provision of an Online Service in violation of laws applicable to Microsoft as a service provider. Clause (ii) will not apply to (A) any laws or regulations applicable to Customer or Customer's industry that are not also generally applicable to information technology security providers, and (B) any violations of laws or regulations related to a claim covered under clause (i). Microsoft will also pay the amount of any resulting adverse final judgment (or settlement to which Microsoft consents). This section provides Registered Affiliate's exclusive remedy for these claims.

b. Limitations on defense obligation. Microsoft's obligations will not apply to the extent that the claim or award is based on:

- (i) Customer Data, non-Microsoft software, modifications Registered Affiliate makes to, or any specifications or materials Registered Affiliate provides or makes available for, a Product or Fix. ;
- (ii) Registered Affiliate's combination of the Product or Fix with a non-Microsoft product, data or business process; or damages based on the use of a non-Microsoft product, data or business process; ;
- (iii) Registered Affiliate's use of either Microsoft Trademarks or the use or redistribution of a Product or Fix in violation of this Agreement or any agreement incorporating its terms;
- (iv) Registered Affiliate's use of a Product or Fix after Microsoft identifies Registered Affiliate to discontinue that use due to a third party claim.

To the extent permitted by applicable law, Registered Affiliate will be responsible Microsoft for any costs or damages that result from any of the above actions.

c. Registered Affiliate's agreement to protect. To the extent permitted by applicable law, Registered Affiliate will defend Microsoft and its Affiliates against any claims made by an unaffiliated third party that:

- (i) any Customer Data or non-Microsoft software Microsoft hosts on Customer's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- (ii) Arises from violation of the Acceptable use Policy, which is described in the Product Use Rights.

Customer will be responsible for the amount of any resulting adverse final judgment (or settlement to which it consents). This Section provides Microsoft's exclusive remedy for these claims.

d. Rights and remedies in case of possible infringement or misappropriation.

- (i) **Microsoft's offerings.** If Microsoft reasonably believes that a Product or Fix may infringe or misappropriate a third-party's intellectual property rights, Microsoft will seek to: (1) procure for Registered Affiliate the right to continue to use the Product or Fix; or (2) modify or replace it with a functional equivalent to make it non-infringing and notify Enrolled Affiliate to discontinue use of the prior version, which Enrolled Affiliate must do immediately. If the foregoing options are not commercially reasonable for Microsoft, or if required by a valid judicial or government order, Microsoft may terminate Registered Affiliate's license or access rights in the Product or Fix. In such a case, Microsoft will notify Registered Affiliate with notice and refund any amounts Registered Affiliate has paid for those rights to the Product or Fix (or for

Online Services, any amount Registered Affiliate has paid in advance for unused Online Services).

- (ii) **Customer Data or use of non-Microsoft software with Online Services.** If an unaffiliated third party asserts that Customer Data or non-Microsoft software or technology used by Registered Affiliate the Online Services violates their intellectual property rights, Microsoft may ask Customer to remove the allegedly infringing item. If Registered Affiliate fails to do so within a reasonable period of time, Microsoft may suspend or terminate the Online Service to which the Customer Data or non-Microsoft software relates.
- e. **Obligations of protected party.** Registered Affiliate must notify Microsoft promptly in writing of a claim subject to the Subsection titled "Microsoft's agreement to protect" and Microsoft must notify Registered Affiliate promptly in writing of a claim subject to the Subsection titled "Customer's agreement to protect." The party invoking its right to protection must (1) give the other party sole control over the defense or settlement; and (2) provide reasonable assistance in defending the claim. The party providing the protection will reimburse the other party for reasonable out of pocket expenses that it incurs in providing assistance.

14. **Limitation of liability.**

- a. **Limitation on liability.** To the extent permitted by applicable law, the total liability of each party, including its Affiliates, and its Contractors, for all claims arising under this Agreement is limited to direct damages up to the following amounts: (1) for each Product other than Online Services, the amount Customer paid for the Product under this Agreement (2) for Online Services, the amount Customer paid for the Online Service during the 12 months before the cause of action arose, provided that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under this Agreement. In the case of Products provided free of charge, or code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the limitation in this section (a) will not apply to:
 - (i) Microsoft's and Customer's obligations under the section titled "Defense of infringement, misappropriation, and third party claims";
 - (ii) liability for damages caused by either party's gross negligence or willful misconduct, or that of its employees or its agents, and awarded by a court of final adjudication (provided that, in jurisdictions that do not recognize a legal distinction between "gross negligence" and "negligence," "gross negligence" as used in this subsection shall mean "recklessness");
 - (iii) liabilities arising out of any breach by either party of its obligations under the section entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Customer Data shall in all cases be limited as provided above for the applicable Online Service; and
 - (iv) liability for personal injury or death caused by either party's negligence, or that of its employees or agents, or for fraudulent misrepresentation; and
 - (v) violation by either party of the other party's intellectual property rights.
- b. **EXCLUSION OF CERTAIN DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES, OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR**

VIOLATION OF ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO CUSTOMER DATA), THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR THE PARTIES' RESPECTIVE OBLIGATIONS IN THE SECTION TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS."

- c. **Affiliates and Contractors.** Neither Microsoft nor Customer shall bring any action against the other's Affiliates or Contractors in respect of any matter disclaimed on their behalf in this Agreement. Each party will indemnify the other in the event of any breach of this provision.

15. Verifying compliance.

- a. **Right to verify compliance.** Customer must keep records relating to the Products it and its Affiliates use or distribute. Microsoft has the right, to the extent permitted by applicable law, to verify compliance with the license terms for the Products, at Microsoft's expense.
- b. **Verification process and limitations.** Microsoft will provide customer at least 30 days' notice of its intent to verify compliance. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. Customer must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products Customer hosts, sublicenses, or distributes to third parties. As an alternative, Microsoft may require Customer to complete Microsoft's self-audit process relating to the Products Customer and any of its Affiliates use or distribute. Such information will be used solely for purposes of determining compliance.
- c. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use, Customer must within 30 days order sufficient licenses to cover its use. If there is no unlicensed use, Microsoft will not undertake another verification of the same Customer for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

16. Non-Microsoft Software or Technology.

- a. Registered Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes. Microsoft is not a party to and is not bound by any terms governing Enrolls use of non-Microsoft software or technology. Without limiting the foregoing, non-Microsoft software or scripts linked to or referenced from any Product website, are licensed to Registered Affiliate under the open source licenses used by the third parties that own such code, not by Microsoft.
- b. If Registered Affiliate chooses to install or use any non-Microsoft software or technology with the Products or Fixes, it is solely responsible for directing and controlling the installation in and use of such non-Microsoft software or technology in the Products or Fixes (e.g., through Registered Affiliate's use of application programming interfaces and other technical means that are part of the Online Services). Microsoft will not run or make any copies of such non-Microsoft software or technology outside of its relationship with Registered Affiliate.
- c. If Registered Affiliate installs or uses any non-Microsoft software or technology with the Products or Fix, it may not do so in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in the Agreement.

17. Miscellaneous.

- a. **Notices.** Notices, authorizations, and requests in connection with this Agreement must be sent by regular or overnight mail or express courier to the addresses and numbers listed in this Agreement. Notices will be treated as delivered on the date shown on the return receipt or on the courier confirmation of delivery.

Copies should be sent to:

Microsoft Corporation
 Legal and Corporate Affairs
 Volume Licensing Group
 One Microsoft Way
 Redmond, WA 98052
 USA

Microsoft may provide information about Online Services by email to contacts provided by Registered Affiliate or through a web site Microsoft identifies. Notice by email is given as of the transmission date.

- b. **Clerical errors.** Microsoft may correct clerical errors in this Agreement, and any documents submitted with or under this Agreement, by providing notice by email and a reasonable opportunity for Customer or Registered Affiliate, as applicable, to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Any assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this Agreement, it must notify the other party of the assignment in writing. Any attempted assignment without required approval will be void.
- d. **Subcontractors.** Microsoft may use contractors to perform Services and support Online Services. Microsoft will be responsible for their performance subject to the terms of this Agreement.
- e. **Severability.** If a court holds any provision of this Agreement to be illegal, invalid or unenforceable, the rest of the document will remain in effect and this Agreement will be amended to give effect to the eliminated provision to the maximum extent possible.
- f. **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Registered Affiliate's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Registered Affiliate's state.
- h. **This Agreement is not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft software.
- i. **Entire agreement.** This Agreement, the Product List, all registrations under this Agreement, and the Product Use Rights constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications.
- j. **Order of precedence.** In the case of a conflict between any of these documents in this Agreement that is not resolved expressly in those documents, their terms will control in the following order of descending priority: (1) these terms and conditions and the accompanying signature form; (2) any Affiliate Registration Form, (3) the Product List; (4) the Product Use Rights; (4) any Order submitted under this Agreement, and (6) any other

documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- k. **Survival.** Provisions regarding ownership and License rights, fees, Product use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of infringement and misappropriation claims, limitations of liability, confidentiality, compliance verification, open source license restrictions, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this Agreement and of any agreement in which they are incorporated.
- l. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product.
- m. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Registered Affiliate is for the sole use and benefit of the Registered Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- n. **Amending the Agreement.** This Agreement may be amended only by a formal written agreement signed by both parties. The Product List and Product Use Rights (including any documents referenced therein) may be changed by Microsoft in accordance with the terms of this Agreement. Any terms and conditions contained in a purchase order that contradict these terms and conditions will not apply.
- o. **Resellers and other third parties cannot bind Microsoft.** Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- p. **Privacy and Security.** Microsoft and Registered Affiliate will each comply with all applicable laws and regulations (including applicable security breach notification law). However, Microsoft is not responsible for compliance with any laws applicable to Registered Affiliate or Registered Affiliate's industry that are not also generally applicable to information technology services providers. Registered Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Registered Affiliate may choose to provide personal information to Microsoft on behalf of third parties (including Registered Affiliate's contacts, resellers, distributors, administrators, and employees) as part of this Agreement. Registered Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.

The personal information Registered Affiliate provides in connection with this Agreement will be processed according to the privacy statement available at <https://www.microsoft.com/licensing/servicecenter> (see footer), except that Product-specific privacy statements are in the Product Use Rights. Personal data collected through Products or Services may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. By using the Products or Services, Customer consents to the foregoing. Microsoft abides by the EU Safe Harbor and the Swiss Safe Harbor frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of data from the European Union, the European Economic Area, and Switzerland.

For Online Services, additional privacy and security details are in the Product use rights.
- q. **Natural disasters.** In the event of a "natural disaster", Microsoft may provide additional assistance or rights by posting on <http://www.microsoft.com> at such time.
- r. **Copyright violation.** Except as set forth in section above entitled "Transferring and reassigning Licenses", the Registered Affiliate agrees to pay for, and comply with the terms of this Agreement and the Product Use Rights, for the Products it uses. Except to the extent Registered Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

- s. **Section headings.** All section and subsection headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- t. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulation requirements as well as all end-user, end use and destination restrictions U.S. and other governments related to Microsoft products, services and technologies. For additional information, see <http://www.microsoft.com/exporting>. Customer will notify Microsoft at cmec@microsoft.com as to any regulatory or legal controls on the use, access or transfer of Customer's software or technology prior to such use, access or transfer to/by Microsoft. Customer will provide sufficient information to permit Microsoft to comply with applicable controls on Customer's software or technology.



Volume Licensing

Select Plus Affiliate Registration Form State and Local

Registration Type <i>Reseller to complete</i>	Lead Affiliate <input checked="" type="checkbox"/> Additional Affiliate <input type="checkbox"/>	Lead Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Agreement Number Microsoft or Reseller to complete		Additional Affiliate Public Customer Number (PCN) <i>Reseller to complete</i>	
Qualifying Contract <i>Reseller to complete</i>		Change Affiliate Anniversary Month <i>Reseller to complete</i>	June

By registering, Registered Affiliate accepts and agrees to be bound by the terms of the agreement and any applicable attachments (the "Agreement"), and will be allowed to acquire Products in accordance with the Agreement.

If Registered Affiliate registers as an Additional Affiliate, Registered Affiliate represents that the Additional Affiliate is an eligible entity of the Lead Affiliate identified above.

This registration is valid when accepted by Microsoft and until it is terminated. Registered Affiliate will receive an acceptance notification confirming the effective date of this registration. Microsoft may refuse to accept a registration if there is a business reason for doing so. Either party may terminate this registration for any reason with 60 days advance written notice. Terminating this registration will terminate the Registered Affiliate's ability to place Orders under the Agreement.

Each Registered Affiliate may qualify for and receive additional benefits by electing Software Assurance membership. By electing Software Assurance membership, the Registered Affiliate is committing to include Software Assurance with every eligible Order. To make this election, complete and submit the Select Plus Software Assurance Membership Election Form.

In order to use a third party to reimage the Windows Operating System Upgrade, Registered Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

1. Primary Contact Information.

Registered Affiliate must identify an individual from inside its organization to serve as the primary contact. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Name of entity* City of McCleary
Contact name*: First Chad Last Bedlington
Contact email address* chadb@cityofmccleary.com
Street address* 100 S 3rd Street
City* McCleary
State* WA
Postal code* 98557-9652
Country* USA
Phone* 360-495-3667
Tax ID

* indicates required fields

2. Notices contact and online administrator.

This individual receives contractual notices. They are also the online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact
Name of entity* City of McCleary
Contact name*: First Tyson Last Ryder

Contact email address* tysonr@cityofmccleary.com
Street address* 100 S 3rd Street
City* McCleary
State* WA
Postal code* 98557-9652
Country* WA
Phone* 360-495-3667

This contact is a third party (not the Registered Affiliate). Warning: This contact receives personally identifiable information of the Registered Affiliate.

* indicates required fields

3. Language preference.

Select the language for notices. English

4. Reseller information.

Reseller company name* Insight Direct USA, Inc (61548062)
Street address (PO boxes will not be accepted)* 2701 E. Insight Way
City* Chandler
State* AZ
Postal code* 85286-1930
Country* US
Contact name* Software Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com

* indicates required fields

The undersigned confirms that the information is correct.

Name of Reseller* Insight Direct USA, Inc.(61548062)
Signature* _____
Printed name*
Printed title*
Date*

* indicates required fields

Changing a Reseller. If Microsoft or Reseller chooses to discontinue doing business with one another, Registered Affiliate must choose a replacement Reseller. If Registered Affiliate or Resellers intends to terminate their relationship, the initiating party it must notify Microsoft and the other party, using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

5. Supplemental Contacts.

Customer's Notices Contact identified above is the default contact for administrative and other communications. However, Customer may designate additional contacts using the Supplemental Contact Information form.

6. Software Assurance Membership Election.

Each Registered Affiliate may qualify for and receive additional benefits with Software Assurance membership. By electing Software Assurance membership below, Registered Affiliate is committing for a minimum period of one year to include Software Assurance with every eligible Order, and to maintain Software Assurance for all copies of Products licensed under this program for at least one Product pool.

Product pools	Yes	No
Applications	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Servers	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Note: If "Yes" is marked, orders for Licenses without Software Assurance will not be accepted.

Only valid if attached to a signature form.

OSHA Training Requirements

Training Topic	Specific Training Required	Training Recordkeeping Required
Bloodborne Pathogens (29 CFR 1910.1030)	Initial training and annual refresher training thereafter for any employee with reasonably anticipated contact with blood or “other potentially infectious materials” (OPIM) that may result from the performance of an employee’s duties.	Yes. Dates of training; contents of training sessions; names and qualifications of trainers; names and job titles of those trained.
Confined Spaces (29 CFR 1910.146)	At least one permit-required confined space that has either a hazardous atmosphere, materials that could engulf an entrant, hazardous internal configuration or any other serious hazards. Initial training and retrain as necessary.	Yes. Employee’s name; signatures or initials of trainers; date of training.
Confined Spaces in Construction (29 CFR Part 1926 Subpart AA)	When entering a permit space to do construction activities such as: repair, alteration, construction. Initial training and retrain as necessary.	Yes. Employee’s name; the name of the trainers, and the dates of training.
Electrical Safety (29 CFR 1910.301-399; training is at 1910.332)	Classroom or on-the-job training is required for qualified or unqualified employees who work on, near, or within any power or electrical source 50 volts or more to ground. Must include safe practices, use of protective equipment, and safe use of electrical equipment.	No. Specific training documentation is not required.
Emergency Action Plan 29 CFR 1910.38 Oil & Gas Employee Safety Handbook – Emergency Response Chapter – SAP 28312	Yes. Train employees who need to evacuate the facility in an emergency. Train initially, when the employee’s responsibilities change, when the plan is changed.	No. Specific training documentation is not required.
Ergonomics General Duty Clause	No. A high number of injuries are related to strains, sprains, and other musculoskeletal disorders. Training is required under the General Duty Clause.	No. Specific training documentation is not required.
Fall Protection for Construction (29 CFR 1926.500-503)	Initial training required to be conducted by a competent person. Retrain as necessary.	Yes. The name of the employee, the date(s) of training, and the signature of the trainer or the employer.
Fire Safety (29 CFR 1910.38 and 29 CFR 1910.157)	Initial training about fire hazards and retraining when employee’s duties under the emergency action plan change. Employees must be aware of evacuation routes and head count areas. If employees will use fire extinguishers to fight incipient-stage fires, they must have applicable training.	No. Specific training documentation is not required.

OSHA Training Requirements continued ...

Training Topic	Specific Training Required	Training Recordkeeping Required
Forklift Safety (29 CFR 1910.178)	Formal instruction (lecture, discussion interactive computer learning, video tape, and/or written materials). Practical training (demonstrations performed by the trainer and practical exercises performed by the trainee). Evaluation of the operator's performance in the workplace. Evaluation every 3 years.	Yes. Operator's name; dates of training and evaluation; name of trainer/evaluator.
Hazard Communication (29 CFR 1910.1200)	Any employer with at least one employee and at least one hazardous chemical. Any employee who comes into contact with or has the potential to come into contact with hazardous chemicals, or if chemical emergencies could occur. Initial employment or assignment; when a new hazard is introduced. Must be informed of the standard and any operations in the work area where hazardous chemicals are present; informed of the location and availability of the company written HazCom program; location of SDSs; methods or observations used to detect presence or release of hazardous chemicals; physical and health hazards; measure taken to protect oneself; details of company HazCom program including labels.	No. Specific training documentation is not required.
HAZWOPER (29 CFR 1910.120)	Initial and annual refresher training is required for: (1) employees and supervisors at hazardous waste cleanup sites; (2) employees at hazardous waste treatment, storage, and disposal (TSD) facilities; and (3) employees participating in emergency response operations for releases of or substantial threats of releases of hazardous substances without regard to the location of the hazard. For (3) above, emergency responder training levels include: first responder awareness level, first responder operations level, hazardous materials technician, hazardous materials specialist, and on scene incident commander. Training elements depend on the trainee's duties.	Yes. Initial training certification requirements for each training level.
Injury and Illness Record-keeping–Employee Involvement (29 CFR 1904.35)	Yes. Train employees on how report a work-related injury or illness. Train initially.	No. Specific training documentation is not required.
Lockout/Tagout (29 CFR 1910.147)	Authorized employees must be trained in recognition of hazardous energy sources in use at their facility and how to perform LO/TO procedures. Affected employees must be trained in the purpose of LO/TO. Other employees must be trained on the purpose of the plan, but not the actual use. Retraining must be done when there is a change of equipment, assignment or procedures, an audit shows deficiencies, or when the employer feels the procedures should be reviewed. Annual inspection of LO/TO procedures to include review of the procedure with authorized employees.	Yes. Employee's name and dates of training.

Training Topic	Specific Training Required	Training Recordkeeping Required
<p>Machine Guarding (29 CFR 1910.212) Oil & Gas Employee Safety Handbook – Tool Safety/Machine Guarding Chapter –SAP 28312</p>	<p>No. There aren't specific training requirements for 1910.212. The General Duty Clause would apply if no training was given employees.</p>	<p>No. Specific training documentation is not required.</p>
<p>Occupational Noise Exposure (29 CFR 1910.95)</p>	<p>For employees exposed above the action level, initial training in the use and care of all hearing protectors provided; the effects of noise on hearing; the selection of hearing protection; and the purpose of audiometric testing. This training must be repeated annually. In addition, if an employee has a standard threshold shift, that employee must be retrained in the use of hearing protection.</p>	<p>No. Specific training documentation is not required. However, employers must provide materials related to training upon request.</p>
<p>Personal Protective Equipment (29 CFR 1910.132)</p>	<p>Initial training for anyone required to use PPE. How to use the equipment, inspect it, clean it, and store it. Refresher training as needed.</p>	<p>No. Specific training documentation is not required.</p>
<p>Respiratory Protection (29 CFR 1910.134)</p>	<p>Companies with one or more employees who must wear a respirator at any time. Must train at least annually and if changes occur in the workplace. How to use the equipment, change filters/canisters, clean, and store it.</p>	<p>No. Specific training documentation is not required.</p>
<p>Walking-Working Surfaces (29 CFR 1910.30 (a) and (b))</p>	<p>A qualified person must train employees to recognize fall hazards and procedures that minimize them. Specifically, employees must be trained before their first use and retrained as necessary on the fall protection systems and equipment they use, including personal fall protection, safety nets, ladder safety systems, rope descent systems, designated areas, portable guardrails, dockboards, and ladders.</p>	<p>No. Specific training documentation is not required.</p>
<p>Notes:</p> <ul style="list-style-type: none"> • This is a summary of key OSHA training requirements and is not intended to be all-inclusive. • The general duty clause (section 5(a)(1) of the OSH Act): Requires each employer to “furnish...a place of employment which is free from recognized hazards that are causing or likely to cause death or serious physical harm to employees.” It obligates employers to take additional steps toward safety if the well-being of employees is in jeopardy regardless if there is a specific standard or not. The additional steps toward safety may involve training. • Training may need to occur if changes to company operations pose additional risk to the employee’s safety. For example, a new chemical that is introduced may require additional Hazard Communication and new PPE training or a new confined space may require additional confined space training, or a new job duty may require additional safety training on any of the topics listed above. 		

This document is uncontrolled. Information is current as of 9/16/22. This information may not be all inclusive.

HR Sexual Harassment Training Requirements

State	Covered Employers	Length	Frequency
California	Those with 5 or more employees (this count includes temporary, seasonal, migrant, or agricultural workers as well as non-California-based employees, independent contractors, volunteers, or unpaid interns). [Note: An employer is required to train its California-based employees so long as it employs 5 or more employees anywhere, even if they do not work at the same location and even if not all of them work or reside in California.]	1 hour for employees 2 hours for supervisors	Every 2 years
Connecticut	All employers must train supervisors; those with 3 or more employees must train all employees and supervisors.	2 hours	Every 10 years
Delaware	Those with 50 or more employees working in Delaware (including seasonal and temporary employees).	Not specified	Every 2 years
Illinois	All employers.	Not specified	Annually
Maine	Those with 15 or more employees.	Not specified	Not Specified
New York	All employers.	Not specified	Annually

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For J. J. Keller’s sexual harassment training, [click here.](#)

Note: This chart is a summary of state-specific sexual harassment HR training requirements and is not intended to be all-inclusive.

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DOT Training Requirements

Training Topic	Specific Training Required	Training Recordkeeping Required
Alcohol & Drug Testing (49 CFR Section 382.601)	Drivers who will operate commercial motor vehicles in the United States requiring a commercial driver's license (CDL) (Licencia Federal de Conductor in Mexico, commercial driver's license of the Canadian National Safety Code), must be given educational materials that explain the requirements, and the company's drug and alcohol policies and procedures. Violations of these regulations fall under the Controlled Substances & Alcohol CSA BASIC.	A signed certificate of receipt of information must be kept in the driver's confidential drug and alcohol file (in a secure location with controlled access) for the duration of employment and for 2 years after it ceases.
Supervisor Reasonable Suspicion Testing (49 CFR Section 382.603)	All CDL driver supervisors must receive 60 minutes of alcohol abuse training and 60 minutes of controlled substances (drug) abuse training. Supervisors have to receive this training prior to sending a driver for a DOT reasonable suspicion test. Recurrent training is not required.	Documentation of the training given to supervisors must be maintained for as long as the supervisor is performing this function and for 2 years after it ceases.
Entry-Level Drivers (49 CFR Part 380, Subparts F and G)	As of February 7, 2022, drivers applying for an initial Class A or Class B CDL, upgrading from a Class B to a Class A CDL, or obtaining an initial hazardous materials, passenger, or school bus endorsement will need to complete entry-level driver training. The training includes both theory and behind-the-wheel instruction, to obtain a Class A or Class B CDL or to obtain a passenger or school bus endorsement. Theory instruction is required to obtain a hazardous materials endorsement. Instruction must be provided by an entity listed on a Training Provider Registry (TPR), administered by FMCSA.	The training provider must maintain documentation related to the training provided, instructor qualifications, and student records, as required in Sec. 380.725. Training-related records must be kept for at least three years from the date each record is generated or received.
Hazmat (49 CFR Part 380, Subparts F and G and Appendix A through E to Part 380) General Hazmat Employees Hazmat for Drivers	All employees who perform any function subject to the Hazardous Materials Regulations, such as loading and unloading, preparing the packaging and markings, working with hazmat paperwork, and/or driving the vehicle transporting the hazardous materials, must receive training. The required areas are: General Awareness, Function Specific, Safety, Security, In-Depth Security (if required), and Modal Specific. Initial training must be done prior to performing the function subject to the hazmat regulations. Refresher training must be given every 3 years. Violations fall under the Hazardous Materials Compliance CSA BASIC.	Records of training must be maintained for the duration of employment, and for 90 days after it ceases. The training record must include name and date of training, description, copy of (or location of) materials used, name and address of trainer, and certification that the employee was trained.

DOT Training Requirements continued ...

Training Topic	Specific Training Required	Training Recordkeeping Required
Hazmat Security Awareness (49 CFR Section 172.704)	Hazmat employers are required to train all hazmat employees in security awareness. It is a part of the overall general hazmat employee training in Subpart H of Part 172 and must be included in the employee's initial and recurrent training. Refresher training must be given every 3 years. Violations fall under the Hazardous Materials Compliance CSA BASIC.	Records of training must be maintained for the duration of employment, and for 90 days after it ceases. The training record must include name and date of training, description, copy of (or location of) materials used, name and address of trainer, and certification that the employee was trained.
In-Depth Hazmat Security Awareness (49 CFR Section 172.704)	Hazmat employers required to complete a security plan must also provide In-Depth Security training. Hazmat employees affected by a security plan must be trained on company security objectives, specific security procedures, employee responsibilities, actions to take in the event of a security breach, and the organizational security structure. Refresher training must be given every 3 years. Violations fall under the Hazardous Materials Compliance CSA BASIC.	Records of training must be maintained for the duration of employment, and for 90 days after it ceases. The training record must include name and date of training, description, copy of (or location of) materials used, name and address of trainer and certification that the employee was trained.
Longer-Combination Vehicle (LCV) (Part 380, Subparts A through D)	Operators of LCVs in interstate commerce and LCV-driver instructors are subject to minimum training requirements. A driver who wishes to operate an LCV must successfully complete a driver-training program that includes components addressing both knowledge and skills. The driver must successfully pass a knowledge test and a skills test. Documentation of this must be maintained in the driver's qualification file. An LCV classroom and skills instructor must meet certain knowledge and training requirements.	The LCV training certificate for a LCV driver must be maintained in the driver's qualification file. Documentation of the driver-instructor qualifications must be maintained in the LCV-instructor's driver qualification file.
Annual/Brake Inspector Qualifications	Individuals who conduct periodic/annual inspections and employees who are responsible for brake inspections/maintenance are required to have training and/or experience totalling at least one year.	Documentation of each inspector's qualifications must be maintained by the motor carrier during the time the individual is performing this function and for 1 year after it ceases.

This document is uncontrolled. Information is current as of 9/16/22. This information may not be all inclusive.



J. J. Keller
& Associates, Inc.

3003 W. Breezewood Lane, P.O. Box 368
Neenah, WI 54957-0368

"Publishing & Services"

Account 201324707
April 20, 2026
City of McCleary
Dalyn Davis

Hi Dalyn,

Thank you for your interest in Training Management Center.

J. J. Keller's quoted pricing is as follows for TMC The below price reflects a 10% discount that will be valid until the 30th of June, 2026.

Subscription Term (Years)	Program	Total Price
1 year	Training Management Center 299 enrollments	\$3,235.50

***Does not include any applicable sales, use or like taxes**

Sincerely,
Linda Crandley



Linda Crandley – Key Accounts
920-722-2848 X-2683
lcrandley@jjkeller.com

J. J. Keller & Associates, Inc. | JJKeller.com

CONTRACT FOR PROFESSIONAL SERVICES

This Agreement (hereinafter “Agreement”) is entered into by and between the City of McCleary, Washington, (hereinafter “City”) and Costal Business Services Group, Inc. the UBI number of said company being 602 351 089 (hereinafter “Contractor”). And shall be collectively referred to as the “Parties.”

WHEREAS, the areas covered and the scope of work to be performed under this Agreement are more fully set forth in Exhibit "A," entitled “Schedule of Janitorial Services,” which is hereby incorporated into and becomes part of this Agreement; and

WHEREAS, the City is desirous of having janitorial services provided for various City facilities; and

WHEREAS, the Contractor has given assurances that it is not only capable, but also agreeable to performing these specific services as they are more fully set forth in the attached document submitted by Contractor dated April 30, 2026, and entitled “Janitorial Services – Bid Sheet," attached hereto as Exhibit "B," which is hereby incorporated into and becomes part of this Agreement; and

WHEREAS, the Contractor has been informed of the private nature of certain of the records maintained by the City, including the Police Department. Further, it is a basic necessity of the City, especially the referenced department, to have and to maintain confidence in the background of any individual providing services under this Agreement; and

WHEREAS, the City has verified the services to be rendered are equivalent to their fair market value based upon the last comparable bid on this type of service, or the last prices paid for such services; and

WHEREAS, the Parties desire to enter into this Agreement for said work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

1. SCOPE OF SERVICES

- 1.1 The Contractor shall provide janitorial services and accomplish such tasks, for the City facilities identified and described in Exhibit “A,” entitled “Schedule of Janitorial Services,” in accordance with the schedules, tasks, and service requirements contained therein.

2. TERM

- 2.1 The initial term of the Agreement shall commence on _____, 2026 and remain in effect through _____, 2027. The contract may also extend beyond

the initial one (1) year term by mutual agreement of the parties for up to two (2) additional one-year terms subject to budget appropriations and City Council approval on an annual basis.

- 2.2 This Agreement can be terminated by the City at any time, without cause and for any reason including the City's convenience, upon giving of not less than 30 (thirty) days written notice of such termination. This Agreement may also be terminated by either party upon thirty (30) days written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Contractor, the determination of "failure to perform in accordance with its terms" shall be in the sole judgement of the City. In the event of termination, the Contractor shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the agreed upon fee as approved and amended by the City.

3. COMPENSATION AND PAYMENT

- 3.1 The Contractor shall be compensated to perform all work required at the rates shown in the attached "Janitorial Services – Bid Sheet," attached hereto as Exhibit "B."
- 3.2 The Contractor shall submit monthly statements and a narrative progress description of services rendered acceptable to the City. The City shall make monthly payments for work completed to the City's satisfaction upon approval of the City Council.
- 3.3 The Contractor shall obtain the prior written approval of the City for any charges for any additional hours worked, expenses incurred, services of other retained by the Contractor or the furnishing of supplies, material, or equipment. The Contractor shall not be entitled to compensation for any such additional charges incurred in violation of this paragraph.
- 3.4 The rates in the Contractor's proposal (Exhibit "B") shall remain firm for the first twelve (12) months of this Agreement. For any extension beyond the initial term, employee wages shall be adjusted annually to reflect the most current prevailing wage rates for building service employees as required by RCW Chapter 39.12.020 and WAC 296-127-023. Pursuant to WAC 296-127-023, the City shall be responsible for the cost of any required prevailing wage increases after the first contract year. No additional surcharges shall be allowed unless approved in writing by the City.

4. DUTIES OF THE CONTRACTOR

- 4.1 Contractor agrees it will perform the specific duties contained in Exhibit "A".

- 4.2 Contractor will not cause any damage or waste to/of City property nor allow the theft thereof or unauthorized access thereto by employees and agents. If Contractor becomes aware of any violation of this provision, he shall immediately notify the Mayor or City Administrator.
- 4.3 Contractor has or will secure at its own expense all personnel required in performing the services under this Agreement. It shall further take reasonable steps to assure the, competency and honesty of such employees as it assigns to perform this contract. If Contractor becomes aware of any information about an employee which would be contrary to these two requirements, including any employee being charged with a criminal offense, it shall immediately notify the Mayor or City Administrator.
- 4.4 Contractor will provide the names and addresses of any individual Contractor anticipates utilizing to provide services, as well as the names of all individuals residing in the employee's household (collectively referred to as Covered Individuals), shall be provided to the Mayor or City Administrator no less than two (2) weeks in advance of the employee's utilization. The Contractor acknowledges that this breadth of review is necessary in light of the provision of keys providing access to the City property which are retained by the individual providing the service. Any such individual shall execute any document deemed necessary by the City's Chief of Police to authorize such background check as may be chosen by the Mayor or City Administrator. By way of example and not by way of limitation, attached to this agreement as Exhibit "C" is the questionnaire which will be utilized at the time of the commencement of services.
- (a) Contractor understands that any Covered Individual who does not pass the background check under the provisions of Section 4.3 shall provide service to the City only with the specific written approval of the Mayor or City Administrator. Further, such individual shall be immediately withdrawn from providing such service upon subsequent notification by the City Administrator.
- (b) The City Administrator's denial of authorization to utilize or their withdrawal of authorization for utilization in relation to an employee shall be in the sole discretion of the Administrator. Among the other factors which may result in such denial or withdrawal are any covered individual having been convicted of any criminal offense involving dishonesty, violence, or use, possession, or distribution of a controlled substance or related to consumption of alcohol or having charges pending in relation to such charges. In the discretion of the Administrator, a charge which was dismissed as a result of a deferral of prosecution, stipulated order of continuance, or similar methodology may be considered as equivalent to a conviction.

(c) In the event the Contractor or the employee feels the Administrator has improperly denied or withdrawn access, either may submit a written request for review to the Mayor. That request shall be submitted to the Mayor within five (5) business days of the Administrator's giving of written notification of denial or withdrawal of authorization. It shall set forth such information and provide such documents as the individual deems necessary and appropriate to allow the Mayor to review the matter. The Mayor's decision upon review shall be final and shall not be subject to further review or appeal.

4.5 The Contractor shall procure and maintain for the duration of the 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 Contractor, its agents, representatives, or employees. Contractor shall provide the City, within ten (10) days of execution of the Agreement, evidence that Contractor has obtained and is maintaining the insurance throughout the term of the Agreement.

(a) The Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(b) Contractor shall maintain the following insurance limits:

- Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate and \$2,000,000.
- Fidelity Bond of no less than \$10,000.00 covering all employees and agents of Contractor.

4.6 The Contractor, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

(a) If the Contractor maintains a professional license through the State of Washington, Contractor shall maintain said license as required by the State of Washington. Should Contractor's professional license be revoked or

suspended, Contractor shall immediately cease services and shall notify the City in writing of the same.

- 4.7 As to any key or other access device provided to Contractor by the City so as to allow entry into the interiors of the structures of the City, at all times the Contractor shall maintain appropriate measures to assure the security of these items. Further, the Contractor shall not allow any duplication thereof without the prior written consent of the City Administrator. In the event the Contractor or any employee becomes aware of the loss, unauthorized duplication, misuse, or misplacement of any such item, the City Clerk-treasurer shall be notified immediately. To the extent the occurrence of any of the three (3) events set forth in the prior sentence results in the City incurring costs necessary to restore the security of the complex, that amount shall be deducted from the contractual payment which would otherwise be due to Contractor for the services rendered.

5. DUTIES OF THE CITY

- 5.1 The City shall provide a means of access for the Contractor for the official performance of duties.
- 5.2 The City will supply certain supplies to the Contractor including, but not limited to, provide toilet paper, paper towels, soap for dispensers, can liners, cleaning equipment, and cleaning chemicals necessary to perform the services identified in Exhibit "B," unless otherwise agreed upon in writing by the Parties.
- 5.3 The City will provide adequate space for storage of Contractor's equipment, if required, during the life of the Agreement.

6. INDEPENDENT CONTRACTOR

- 6.1 The Parties intend that an independent contractor relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. Contractor shall not be deemed to be an employee, agent, servant or representative of the City for any purpose, and the Contractor is not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for his/her acts during the performance of this Agreement.

7. INDEMNITY/HOLD HARMLESS

- 7.1 The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

- 7.2 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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. ASSIGNMENT/SUBCONTRACTING

- 8.1 The Contractor shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Contractor not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment.
- 8.2 Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

9. ENTIRE AGREEMENT AND AMENDMENTS

- 9.1 This Agreement, including the incorporated exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.
- 9.2 This Agreement may not be modified orally. Modification must be accomplished with the same formalities as are required for the execution of this Agreement.

10. GENERAL PROVISIONS

- 10.1 In the event of any litigation arising out of the performance of this Agreement, it is agreed that the Courts of the County of Grays Harbor, State of Washington, shall be Courts of proper venue. Further, in addition to any other relief which may be granted to the prevailing party, the Court may award the prevailing party reasonable attorneys' fees and costs.
- 10.2 If any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and invalidated to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision hereof shall not affect the remaining provisions.

10.3 The undersigned represents that he is authorized to execute this Contract upon behalf of his Company. FURTHER, THAT AS TO THE CONTRACTOR, THE INDIVIDUAL SIGNING THIS CONTRACT EXECUTES THE CONTRACT NOT ONLY IN HIS/HER BUSINESS CAPACITY, BUT ALSO IN HIS/HER PERSONAL CAPACITY AND UPON BEHALF OF THE MARITAL COMMUNITY OF WHICH HE/SHE IS A MEMBER.

10.4 Any notice given under this Agreement shall be given in writing and shall be deemed to have been received by the other party upon:

- (a) The date that it is personally delivered to/served upon that party, or
- (b) Three (3) business days after the notice was mailed to the party properly addressed and postage prepaid, with one copy being mailed by first class mail and a duplicate copy being mailed by certified mail.

10.5 Notices shall be provided to the following people and addresses:

CITY:
 City of McCleary
 Attn: City Clerk-Treasurer
 100 South 3rd Street
 McCleary, WA 98557

CONTRACTOR:
 Coastal Business Services Group, Inc.
 Attn: Karl K DuPrey
 5711 Lacey Blvd. SE, Ste. 304
 Lacey, WA 98503

CITY OF McCLEARY

CONTRACTOR

Brycen Huff, Mayor

***, individually and on behalf of Coastal Business Services Group, Inc.

Dated: _____

Dated: _____

Attested:

Approved as to form:

Madison A. Pleasant, City Attorney



City of McCleary
Home of the McCleary Bear Festival

NOTICE OF PUBLIC HEARING

McCleary City Council

The Council of the City of McCleary will hold a Public Hearing on:

Date: Wednesday, June 10th

Time: 6:30 PM

Location: McCleary Community Building & Zoom

Purpose of this Public Hearing – To Discuss Annexation

Nakisha Pryor
Deputy City Clerk

Notified: The Daily World
Mayor and City Councilmembers
May 15, 2026

Posted: McCleary City Hall & Community Building
May 27, 2026