



McCleary Regular City Council Meeting

Wednesday, March 27, 2024 – 6:30 PM

McCleary City Hall Council Chambers & Zoom Virtual Meeting

Agenda

Join Zoom Meeting

https://us06web.zoom.us/webinar/register/WN_kkuYO8EiRPqPfxSty-U94w

Meeting ID: **817 9207 7978**

Passcode: **144764**

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Agenda Modifications/Acceptance

Special Presentations

Public Comment - Agenda Items Only

Consent Agenda

1. Accounts Payable March 1-15, 2024 Ck Numbers 53112-53154 Including EFT's Totaling \$194,049.67
2. Accounts Payable March 16-21, 2024 Ck Numbers 53155-53191 Including EFT's Totaling \$66,017.00
- [3.](#) Meeting Minutes - November 29, 2023
- [4.](#) Meeting Minutes - December 21, 2023
- [5.](#) Meeting Minutes - February 28, 2024

Updates

New Business

Old Business

6. Fire Chief Appointment
7. Appoint Public Safety Committee
- [8.](#) Professional Services Agreement - Space Needs Assessment Phase 1
- [9.](#) Professional Services Agreement - Right! Systems Inc. IT Support Services

Ordinances and Resolutions

Public Comment - City Business Only

Executive Session

Council Comments

Mayor Comments

Adjourn

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.



McCleary Special City Council Meeting

Item 3.

Wednesday, November 29, 2022 – 6:30 PM
McCleary City Hall & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm.

Present:

Councilmember Jacob Simmons
Councilmember Brycen Huff
Councilmember Max Ross
Councilmember Andrea Dahl
Councilmember Keith Klimek (after appointment)

Agenda Modifications/Acceptance:

Councilmember Huff asked to add the IBEW MOU to agenda. Councilmember Dahl asked to add the Salary Commission Ordinance to the meeting. Chris Coker stated as this is a special meeting no action can be taken on either matter, he suggests adding it to a regular meeting. Both Councilmembers stated they can hold the items until the December 13, 2023 meeting.

Motion made by Councilmember Huff, Seconded by Councilmember Ross to accept the agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl.

Public Hearing

1. 2024 Final Budget:

Mayor Miller opened the hearing at 6:34pm. Clerk-Treasurer Jenna Amsbury provided a report on the current budget proposal includes removing 2 vacant public works utility positions, one summer help and the public works assistant position with adding the program manager position. The budget includes a 0% utility rate increase for all utilities, a resolution will be needed to not take the CPI increase. The utility taxes in the Current Expense Fund will need to be reduced by \$20,000 if there is no utility increases. There is still a deficit of approximately \$110,000 in the Current Expense Fund that needs to be addressed. The rest of the funds, except the Street Fund are balanced. The Street Fund requires funds from the Current Expense Fund.

Councilmember Huff noted the council and mayor increases were not approved due to the meetings not being properly advertised. Jenna Amsbury stated the increases were removed from the budget.

Councilmember Dahl asked about the vacant Building Official on the salary spreadsheet. Jenna Amsbury stated this is just a placeholder Larry Skinner, the current Building Official is paid through contract not as an employee.

Councilmember Huff asked if the new police car was removed, Jenna Amsbury said that it was. Councilmember Huff said he believes there is a need for reduction in workforce, he prefers to maintain the 6th officer in the Budget, his preference is to not cut public safety, but it needs to be the decision of the Administration, not Council.

Councilmember Dahl asked about utilities and summer help staffing levels and if the two vacancies were removed from the budget as well as one summer help position. Chad Bedlington said they were removed.

Jacob Simmons said he thinks the 6th officer needs to be looked at for an option for reductions as well as other staffing levels back to 2021. Councilmember Dahl agreed.

There was no public comment and the hearing was closed at 6:44pm.

2. PRA Fee Schedule Resolution:

Mayor Miller opened the hearing at 6:44pm. Ms. Amsbury provided a staff report. She explained fee schedule allowances in RCW have changed and new police body camera fees have been added to allowable charges. The City needs to have an updated fee schedule in order to charge accurately. This was reviewed by Mr. Coker.

Councilmember Simmons stated he doesn't think the city should charge for digital copies.

There was no public comment and the hearing was closed at 6:52pm

Executive Session

3. Review of Applicants for Public Office RCW 42.30.110 (1) (h). Mayor Miller moved out of the regular meeting and into the executive session announcing the session would last 5 minutes.

Executive Session started at 6:52pm and ended at 6:57pm. Mayor Miller announced no decisions were made and moved to the next executive session.

4. Litigation under RCW 42.30.110 (1) (i): At 6:58 pm Mayor Miller moved out of the regular meeting and into the executive session announcing the session would last 5 minutes. At 7:03 p.m. a five minute extension was announced.

Executive Session started at 6:58pm. Extended for additional 5 minutes. Executive Session closed at 7:13pm. Mayor Miller stated no decisions were made.

Action after session:

A motion was made by Councilmember Ross and seconded by Councilmember Dahl to approve a settlement agreement with Teamster and Steve Randich in the amount of \$17,500.

Councilmember Huff said this is an unfortunate position, he believes the city should have left a competent employee in place. Councilmember Ross stated the settlement is the best option given the circumstances the city is in.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl.

Council Appointment Position 5

Councilmember Huff stated after reviewing the applicants, this wasn't an easy decision and he appreciates everyone for applying.

Councilmember Huff nominated Keith Klimek to position number 5 Councilmember Dahl seconded the motion.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Dahl,
Voting Nay: Councilmember Ross

Mayor Miller provided the Oath of Office to Keith Klimek. Councilmember Klimek joined the table as a voting member for the remainder of the meeting.

Public Comment - Agenda Items Only –

Jeff Geer stated the councilmember appointment should have been after public comment so the public could comment. He asked why the resolution for a firefighter to be allowed to be a councilmember was not on the agenda. City Attorney Chris Coker said there was no reason to have it on the agenda yet, if the person was appointed, council could have requested the Resolution. Mayor Miller asked if we could have it in place for future. Mr. Coker will draft the Resolution.

5. Consent Agenda: Accounts Payable Sept. 1-15 Ck Numbers 51056-51118 including EFT's totaling \$222,190.13. Councilmember Dahl asked about the Dell computer purchase. Jenna Amsbury noted there needs to be a replacement program for future needs.

Motion made by Councilmember Huff, Seconded by Councilmember Ross to approve the consent agenda.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl and Councilmember Klimek.

Updates

Councilmember Huff said there is a Town Hall Meeting on the 15th and gave Chad follow-up questions. There was an incident that occurred after the meeting. Huff said this is unacceptable behavior by a planning commission member and asked to remove Mr. Atkins from the Planning Commission. Mayor Miller said the police is looking into this. Councilmember Huff added there were two people trespassed for seven days. They have not received the trespass issue in writing. He thinks Mr. Atkins should be trespassed as well. Sergeant Bunch stated he did serve the trespass warnings last night. Chief ordered the trespass. Councilmember Dahl asked how many man hours were spent investigating. Sergeant Bunch stated very few hours were spent.

New Business – None

Old Business

6. IZG Contract for Indigent Defense Services:

Jenna Amsbury stated there are no changes to the cost of the contract, \$700 per month. This is just a continuation of services. Councilmember Huff asked about the service. Chris Coker stated the attorney is responsive and he is not aware of any complaints.

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to renew the contract with IZG.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl and Councilmember Klimek.

Ordinances and Resolutions

7. Budget Amendment Ordinance 885

Jenna Amsbury stated the amendment to the budget is needed to correct a few line items for the end of the year. Specifically, this proposed amendment includes increasing the expenditure line item for police vehicle purchase and upfitting in the police managerial fund 321 from \$100,000 to \$125,000 to match the fund cash balance available, remove a \$200,000 grant revenue line from the current expense fund 001 that

was not received, add sewer reserve fund 423 beginning cash balance of \$145,000 to match actual ending balance from 2022, adding a transfer out from the current expense fund 001 to police managerial fund 321 in the amount of \$25,000 and removing the transfer out from current expense fund 001 to the park and cemetery managerial fund in the amount of \$8,000, remove the transfer out from current expense fund 001 in the amount of \$69,000 to the fire levy lid lift fund 122 and the corresponding revenue in the lid lift fund 122 as the levy ended in 2022, adding \$14,000 in equipment line item for bunker gear purchase from the fire levy lid lift fund 122.

Councilmember Dahl asked about the bunker gear purchase. Jenna Amsbury stated she was waiting for the final information on the purchasing cooperative information for the final purchase.

Councilmember Simmons asked about the \$69,000 transfer. Jenna Amsbury stated the fire levy expired and this amount should not be transferred as it was an error from the County Assessor. The amount will be paid back in the coming years to the County.

Councilmember Simmons asked about the funding for the bunker gear and asked for verification where the expense is being taken out of. Jenna Amsbury stated \$50,000 was budget in both the Current Expense and the Fire Levy Lid Lift Fund. Councilmember Huff asked Andrew Pittman which fund was the preference, he stated the Current Expense fund was his understanding to keep the levy fund for vehicles.

Jenna Amsbury noted that using the \$50,000 out of the Current Expense Fund would create a \$160,000 deficit for next year instead of the \$110,000. Councilmember Simmons stated that since the purchase was over by \$14,000 that could come from the Fire Levy Lid Lift since it wasn't budgeted from Current Expense. There was further discussion on the funds and expenditures for fire gear. Council agreed they want the \$50,000 to come from Current Expense and the \$14,000 from the Fire Levy Lid Lift Fund.

Motion made by Councilmember Ross, Seconded by Councilmember Simmons to approve Ordinance 885 adopting the 2023 budget amendment.

Roll Coll Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl and Councilmember Klimek.

8. Ad Valorem Ordinance for Property Tax Levy in 2024:

Jenna Amsbury provided a staff report. She explained the City was not eligible for a 1% increase in property tax for 2024 year, as the amount of levy is reduced due to not having the fire levy lid lift anymore. There is also a decision on the number of years to pay back the levy lid lift overpayment in 2023 a three-year option allows for \$16,00 per year. \$355,000 is the estimate for property tax revenue in 2024. Ms. Amsbury stated the banked amounts from the 1% is not available as it was not listed properly on the property tax forms per the Assessor, so that is lost.

Motion made by Councilmember Huff, seconded by Councilmember Ross to approve Ordinance 886 and do the repayment option over three years for the fire levy lid lift.

Roll Call Voting - Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl and Councilmember Klimek.

9. Budget Ordinance:

Councilmember Simmons stated he does not want to see another budget until the FOP Contract is settled. It has not been approved yet, and without real numbers the budget is not accurate. Councilmember Huff stated the budget is not balanced yet and should not be approved until it is. He stated he believes it is the administration that needs to present a balanced budget not the council. He is not ready to approve, and more discussion needs to be had on the urban planner position.

Councilmember Dahl agrees with Councilmember Huff and wants to see a balanced budget. She has provided recommendations to the administration on reductions. She agreed with Councilmember Simmons as well on the FOP Contract needing to be approved in order to balance the budget accurately.

No Action Taken

10. PRA Fee Schedule Resolution:

Councilmember Ross said it's important to not lose money on record requests. He is in favor of the revisions. Councilmember Dahl agrees.

Councilmember Simmons doesn't agree with charging for records. He stated there needs to be more transparency.

Chris Coker explained the gifting of public funds statute for giving away USB drives etc. for no cost.

Councilmember Huff agrees about transparency but thinks the city needs to recoup fees.

Councilmember Klimek stated this is just to recoup fees not make money on them.

Motion made by Councilmember Ross, Seconded by Councilmember Dahl to approve Resolution No.757 establishing a public records fee schedule.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek.

Voting Nay – Councilmember Simmons

Public Comment - City Business Only

Jeff Geer made comments on the trespass issue, the Chief must have had a directive to do it. 7 days, it happened 3 weeks ago, why did this take so long for the individuals to receive the notice?

Council Updates

Councilmember Huff said 7 families were provided meals for Thanksgiving by the Police and Credit Union. He thanked the donors.

Councilmember Simmons said he won't pass the budget without an approved FOP contract.

Councilmember Klimek thanked the Council for their vote of confidence.

Councilmember Huff spoke about his concerns over the budget. Two years ago, we had money. He stated the previous Clerk-Treasurer did not do a good job. He won't take that full responsibility.

Closed Session

11. Collective Bargaining RCW 42.30.140(4)(a)

At 8:16 p.m. the Mayor moved the meeting to closed session and announced the session would last 15 minutes. At 8:31pm there was a 5 minute extension announced.

At 8:36pm the Mayor reconvened the special meeting and announced no decisions were made.

Adjourn

Meeting Adjourned at 8:36pm

Motion made by Councilmember Huff, Seconded by Councilmember Dahl.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek.



McCleary Special City Council Meeting

Thursday, December 21, 2023 – 6:30 PM

McCleary Community Center & Zoom Virtual Meeting

Minutes

Call to Order/Flag Salute/Roll Call

Meeting called to order at 6:30pm.

Present:

Councilmember Jacob Simmons
 Councilmember Brycen Huff (Mayor Pro-Tem)
 Councilmember Max Ross
 Councilmember Andrea Dahl
 Councilmember Keith Klimek

Agenda Modifications/Acceptance:

Motion made by Councilmember Dahl, Seconded by Councilmember Huff to accept the agenda.
 Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek.

Public Hearing

None

Public Comment:

Carri Comer thanked the Council for letting her observe and feel that her voice is heard. She said it has been a rough year of division. Filling the room is appreciated and feels more like a community. She asked to please appoint Andrew Pittman as Fire Chief. She also asked Council to include resources for a full forensic audit of the City finances.

Kyle Comer said last week he was asked to leave the meeting, he apologized for the disruption. He stated he does not respect the Police Chief or Mayor.

Ordinances and Resolutions

1. 2024 Budget Ordinance:

Jenna Amsbury, Clerk-Treasurer, provided a staff report. This version of the budget includes a 2% CPI and added projects to compensate for additional revenue. If there is a decision to do 0% CPI increase to utilities there are notes to the side of what the 2% figure is. There is no COLA increase for the Director of Public Works, Clerk-Treasurer or Police Chief. Reduction of one police officer including salary benefits and extras. Reduction of all tentative FOP Contract increases. Removal of Program Manager position and addition of Professional Services for outsourcing IT services. This budget maintains the PW Assistant position as is, removes two vacant public works utility positions and one summer help. No ARPA is being used to balance the Current Expense budget. She noted Councilmember Simmons had asked \$50,000 lean to project, and verified it was removed from the budget.

Councilmember Klimek wanted to make sure the service agreement with Aktivov is in place and an extension is allowed in the contract for 2024. Chad Bedlington, Director of Public Works, explained the

extension to the contract has not been done yet for 2024, as he is waiting to see what is passed in the budget. There is a contract for 2023 that was approved in 2022.

Councilmember Huff asked about the decrease to police salary decrease. Jenna explained it was a role back to current salaries as the contract has not been approved. Councilmember Simmons asked about the ending balance for Current Expense. Jenna stated it is at \$8,000 right now and there are still reserve funds in place as well.

Councilmember Huff stated approximately \$200,000 in the ARPA can be used for the 3rd Street project matching funds, which would leave \$20,000 for additional uses. Huff asked what the cost would be for a more in depth financial audit. Jenna Amsbury stated she spoke to an outside firm that estimated a cost of \$250 an hour plus travel, they are from Bellingham. The State Auditors stated they are available for an extra fee, to provide a more detailed review while they are here this year, we can be charged hourly for this work. Councilmember Huff proposed using \$10,000 in ARPA funds to allow for the additional audit. Council was in agreement.

Councilmember Huff asked about a hearing for this new version. Jenna explained all three hearings are completed. There is not a requirement for any further.

Councilmember Huff asked about the salary for the Clerk being \$105,000. Jenna Amsbury confirmed this is the salary she was hired on with and she does not take health insurance benefits through the city, which saves around \$24,000 annually.

Councilmember Ross stated he is ready to take action.

Councilmember Simmons wants more discussion on the CPI. He wants to know what the people are getting for the additional 2% increase. Councilmember Klimek said things are three times more expensive for supplies. He doesn't want to raise the utility rates, but we have to be realistic. Public Works Director Chad Bedlington went over the City's projects that were added and changed. Manholes, Fire hydrant replacement and a cut in capital outlay materials. The projects are listed that were added back in to the budget with the increase to rates.

Senior Lineman Paul Nott stated he understands the thoughts on rates, but unfortunately we can't choose material costs. The Utility Rate study suggested a 8.5% increase, which is a big number and 2% is minimal in comparison. We can't reduce rates. Hoquiam doubled utility tax for EMS \$18-\$36 a month. Councilmember Huff said 2% is doable and not a huge hit to the pocketbook. It will lessen the blow down the road.

Councilmember Ross is OK with small increments so that there doesn't have to be large ones coming up.

Sergeant Randy Bunch said layoff of the officer was not needed, the city has the money in ARPA funds. This week I have to find coverage and will be working every day this week. You have the money but don't want to spend it on public safety.

There was consensus to act on the CPI before the final budget adoption.

2. Resolution for 2% CPI for 2024:

Motion made by Councilmember Ross, Seconded by Councilmember Klimek to adopt Resolution 758 to approve a 2% CPI increase to utilities in 2024.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek.

Action on Budget Ordinance - Item No. 1:

Councilmember Simmons asked about overtime costs for police in 2023. Jenna Amsbury stated there is \$11,300 to date spent in overtime. Staffing levels were discussed with overtime amounts. On-call overtime was brought up and the Chief has stated it is not his first choice to do this. Councilmember Ross asked what happens when the FOP Contract is approved for the budget. Jenna Amsbury stated the budget can be amended in 2024 once there is a decision.

Motion made by Councilmember Ross, Seconded by Councilmember Klimek to adopt Ordinance 889 for the 2024 budget with the addition of \$10,000 from the ARPA funds for a forensic audit of 2022 and 2023.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek

Council Comments:

Councilmember Klimek said the Mayor should appoint Andrew as permanent Fire Chief and stop with the politics.

Councilmember Simmons thanked Jenna Amsbury and the Council for working through the budget process. Merry Christmas.

Adjourn

Meeting Adjourned at 7:09pm

Motion made by Councilmember Ross, Seconded by Councilmember Klimek.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek



McCleary City Council Meeting

Wednesday, February 28, 2024 – 6:30 PM

McCleary Community Center

Minutes

Call to Order/Flag Salute/Roll Call

Meeting Called to order at 6:30pm by Mayor Pro-Tem Huff

Present:

- Councilmember Jacob Simmons
- Councilmember Brycen Huff (Mayor Pro-Tem)
- Councilmember Max Ross
- Councilmember Andrea Dahl
- Councilmember Keith Klimek

Agenda Modifications/Acceptance:

Motion made by Councilmember Dahl, Seconded by Councilmember Klimek to accept the agenda.
Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek.

Special Presentations

1. Summit Pacific – Josh Martin, CEO: Mr. Martin presented information on the remodel project, which will double the size of the facility in Elma. This project is completely funded through revenue bonds and no additional taxing to the district. He stated it was a huge undertaking and the district is proud to not have to ask the community for additional taxes to pay for the expansion. The project cost is 60 million. There was discussion on increased services and providers. Councilmember Ross asked about the wait times for scheduling appointments. Mr. Martin explained more employees have been hired and the switchover to the new electronic medical charting system is now in place and will soon have scheduling capabilities as well. Mr. Martin also discussed community partnerships and events.

Public Comment - Agenda Items Only

Kyle Comer made comments regarding the IBEW position, and he thinks the employee can currently do the work without the description revision. He stated there is a lack of trust and mutual respect between the council and mayor.

Consent Agenda

Motion made by Councilmember Dahl, Seconded by Councilmember Ross to approve the consent agenda as listed.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Dahl, Councilmember Klimek.

2. Accounts Payable February 1-15, 2024 – Check Numbers 53011-53064 including EFT's totaling \$223,064.89
3. Minutes – August 23, 2023

4. Minutes – September 13, 2023

Updates

None

New Business

None

Old Business

5. Municipal Contract with Connections

The council stated this contract has been in place for many years and had no questions.

Motion made by Councilmember Ross, Seconded by Councilmember Klimek to approve the contract with Connections for the Police Department.

Voting Yea: Councilmember Amsbury, Councilmember Huff, Councilmember Ross, Councilmember Iversen

6. IT Project update – IBEW Memorandum of Understanding:

Chad Bedlington, Director of Public Works, stated this proposal provides consistency and cost savings for the City. In-house services will provide for law enforcement needs as well. He explained the Spillman Software for the Police Department has a required update that is unable to be done and some systems are unusable because of it. There are a lot of regulatory requirements for the police side and Tyson is the only one certified to work on the system. Aktivov will not be able to work on Police systems. He explained the purpose of the MOU is to detail the work being done and provide compensation for the type of skills the position requires. The MOU would sunset in 2025 so this is a trial period to see if this would work. Right now there is \$54,000 allotted in the budget for IT Services. It would cost approximately \$11,000 for in-house part time IT services. Aktivov is now quoting \$88,000 and that does not include the police department needs. The City would see substantial savings by having an in-house person do the work.

Councilmember Klimek stated the salary is over \$100,000 total and feels he was lied to about the salary amount the employee would be making. Jenna Amsbury, Clerk-Treasurer, stated the difference between the hourly rate of pay from the bottom step to the top step is approximately \$7.00 an hour. She stated there was a need to change the language in the MOU to better fit payroll practices to specify what rate of pay every employee would receive when working out of class. The MOU states employees in the IBEW contract (outside of light and power) would move to the same step in the scale of the new range when working out of class. She explained all the figures in the spreadsheet show that calculation. She stated finance committee reports can be provided for transparency in the number of hours and

Councilmember Klimek asked about other agencies that could help with the police side. Chad explained that the person must have clearance. Councilmember Klimek stated he supports the police but thinks there should be more resources available to assist with IT Services.

Councilmember Dahl stated there is a contractor in place for service that should be utilized and the council has not seen updated proposals for cost. She stated if Aktivov won't work, do a new RFP.

Councilmember Ross stated the City has someone that is cleared why does the council have a problem utilizing what we already have in place. It is less money and seems to be in the best interest of the City.

Motion made by Councilmember Ross, Seconded by Councilmember Dahl for discussion.

Councilmember Klimek stated he is saying no because he felt lied to and can't vote to approve this now.

Voting Yea: Councilmember Ross

Voting Nay: Councilmember Huff, Councilmember Dahl, Councilmember Klimek, Councilmember Simmons

Motion fails.

Ordinances and Resolutions

None

Public Comment

Kathy Elofson provided comments on junk vehicles and eye sores around town. She stated there needs to be more gravel on the alley to the school as there are big potholes. She stated it is nice to see the police at the school in the mornings, but asked that they get out and interact with the kids. She asked why Hemlock did not get a asphalt overlay as the road is very bad and narrow.

Carri Comer stated she recently learned the Mayor has expressed interest in the city doing their own festival. As someone that runs a community group, she wants to learn more, as volunteers currently do the events and are unpaid. What kind of support would the city provide for a festival? She asked for support of the current events and festivals and to invite the public to collaborate on new ideas.

Dan Baskins provided information on what another city does for tagging vehicles that are in the right of way.

Executive Session

None

Council Comments

Councilmember Dahl asked about the asphalt cleanup article in the newsletter and the comment that the city was looking to put in an orchard by the well site. It was noted to ask the Mayor about the article, as he wrote it. Councilmember Klimek stated he had been told the food could go to the food bank if it were to be done by the Mayor.

Adjourn

Meeting adjourned at 8:11pm

Motion made by Councilmember Klimek, Seconded by Councilmember Ross.

Voting Yea: Councilmember Simmons, Councilmember Huff, Councilmember Ross, Councilmember Klimek and Councilmember Dahl.



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works

DATE: March 27, 2024

AGENDA ITEM TITLE: Consultant Agreement – Mackenzie Inc, Space Needs Assessment (Phase 1)

SUMMARY

In August of 2023 the City issued a Request for Qualifications (RFQ) to partner with a qualified architectural and engineering firm to evaluate space needs of the City. The City selected MacKenzie Inc. to perform the scope of work for the project. This is considered a phase 1 Programming project. Programming is a critical phase in any public project, and establishes the vision, goals, needs, and priorities necessary in the subsequent design process. Efforts during this phase will serve as a foundation to the project and a first step in stakeholder engagement and consensus building in support of the project objectives.

This space needs assessment includes review of a future City Hall and the needs of our Fire Department facilities, as well as the general Public Works campus. The assessment will be completed collaboratively with City Administration, Staff, and the Fire Department. Phase 2 of this project (pre-design) was originally discussed during the 2024 budget process but was decided to be removed due to budget constraints. The proposed Assessment is only for the first phase of exploratory work needed to help define the project and future needs of the City.

FISCAL IMPACT

There is \$32,500 allocated in the 2024 budget to perform this task. Phase 1 of this project as proposed has a fee of \$26,500 which falls within the allotted budget.

RECOMMENDATION/ACTION REQUESTED

Approve the Mayor to execute the Consultant Agreement and begin planning work on the facilities planning.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, dated as of _____, is entered into by and between the City of McCleary, (“Client”) and Mackenzie, Inc., (“Consultant”).

Section 1. The Services

1.1. Consultant shall perform the services described in the Scope of Services and Cost proposal for each proposal accepted by the Client.

1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the Consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.

1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by Client.

Section 3. Compensation

3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant the compensation described in the Scope of Services and Cost proposal.

3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.

3.3 Client shall pay each of Consultant’s invoices within thirty (30) days after receipt of Consultant’s invoices.

Section 4. Performance by Consultant

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.

4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person who furnishes any services (collectively, the "Support").

4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.

4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession used by professionals performing the same or similar services in the same geographic area. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

6.1 The Services shall, at all times, be subject to inspection by and with the approval of Client but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

6.2 Consultant shall promptly furnish Client with such information related to Services as may be requested of Consultant.

Section 7. Proprietary and Confidential Information

7.1 Consultant shall not, without the prior written consent of Client, disclose to third parties any information received in connection with the Services unless:

- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- (b) the information is in the public domain at the time of disclosure by Consultant; or
- (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.
- (d) except as required by law or legal process.

Section 8. Indemnities and Hold Harmless

8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless Client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) to the extent caused by:

- (a) any fault, negligence, liability of Consultant in connection with the services of this Agreement;
- (b) any lien asserted upon any property of Client in connection with the Services or this Agreement;
- (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereinafter in effect, of any governmental authority; or
- (d) any material breach of or default under this Agreement by Consultant.

8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph 8.1 shall not require Consultant to indemnify Client against any liability for damages arising out of bodily injury or property damages caused by or resulting from fault or negligence of Client. Further, in the case of concurrent negligence of Consultant on the one hand and Client on the other hand, Consultant shall be required to indemnify Client only to the extent of the negligence of the Consultant.

8.3 Except as expressly provided herein, in no event shall either party be liable to the other party in connection with this Agreement, regardless of the form of action or theory of recovery, for any: (a) indirect, special, exemplary, consequential, incidental or punitive damages, even if that party has been advised of the possibility of such damages; or (b) lost profits, lost revenues, lost business expectancy, business interruption losses and/or benefit of the bargain damages.

Section 9. Workers' Compensation and Insurance

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect all all times during performance of Services, coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to Client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client, its successors and assigns, (collectively, the "Additional Insured") from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client's request, Consultant shall furnish Client with such additional insurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client wit respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

- (a) be placed with such insurers and under such forms of policies as may be acceptable to Client;
- (b) with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;
- (c) with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and
- (d) provide that the policies shall not be cancelled, or their limits or coverage reduced or restricted without giving at least thirty (30) days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

10.1 Client and Consultant, at any time in writing, may make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change to Schedule A and location of performance).

10.2 If any changes under paragraph 10.1 causes an increase or decrease in costs of the time required for performance of the Services an adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this agreement shall be modified in writing accordingly. Such adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

Section 11. Termination

11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.

11.2 In the event of termination pursuant to paragraph 11.1, Consultant shall be paid the amount due and owing up through the termination date. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination.

11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancelation, such termination or cancelation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

Client:

City of McCleary
Attn: Chad Bedlington
100 S 3rd Street
McCleary, WA 98557

Email: chadb@cityofmccleary.com

Consultant:

Mackenzie Inc
Attn: Brett Hanson
101 E 6th Street, STE 200
Vancouver, WA 98660

Email: aharris@atwell-group.com

12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities

or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.

12.3 The obligations of Consultant and Client under Sections 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.

12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the implementation or construction of the provisions of such sections.

12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County and of the District Court of the United States, Western Division, State of Washington.

12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

CITY OF MCCLEARY:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

MACKENZIE, INC:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

August 1, 2023 (*Revised February 14, 2024*) (*Revised March 5, 2024*)

City of McCleary
Attention: Mayor Chris Miller
100 South 3rd Street
McCleary, WA 98557

Re: **McCleary City Hall Programming**
City Hall | EOC | Police | Fire | Daycare Space / Public Works
Project Number 2230255.00

Dear Mayor Miller:

Mackenzie appreciates this opportunity, and we are pleased to present to the City of McCleary (“Client”) the following Scope of Services and fee proposal for Programming Services for the City Hall, Emergency Operations Center (EOC), Public Works, Police, and Fire Station campus.

Mackenzie’s integrated team of design professionals will provide architectural/interior design and land use planning services for the above project Programming Phase 1. Mackenzie will retain Wiggins Preconstruction Services (Cost Estimating) to complete the team. See attached proposal from our consultant (Attachment A). In addition, we have provided a summary of optional future services to be considered for a future separate contract.

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

The following describes in detail the elements that define the basis of our proposal.

Team Structure | Engagement

1. It is understood that the primary points of contact with the Client will be Chris Miller (Mayor) and Chad Bedlington (Director of Public Works).
2. During the course of the project, Mackenzie will schedule bi-weekly 30-minute conference call check-ins with Chris Miller and Chad Bedlington.
3. Staff engagement (as desired by Client) will occur throughout the project, with a focused inclusion during the programming workshops. As the project progresses, Client will be provided available deliverables (such as programming reports, etc.) that can be utilized by the Core Team to inform staff and City Council of project progress.

Budget

1. The total project budget (construction and soft costs) has not been established and will be determined during the predesign phase.

- A. For the purposes of our Basis of Design, the total project budget can be viewed in two (2) general categories: Hard Costs and Soft Costs. Hard costs can be generally expected to require 60-65% of a project budget, and would include hard building construction costs, general conditions, bonds/insurance, general contractor overhead/markups, construction contingency, etc. Soft costs can generally be expected to require the remaining 35-40% of the project budget, and would include design costs, specialty consultant costs, permit fees, furnishing, fixtures and equipment (FF&E), moving allowances, sales tax, soft cost contingency, etc.

Schedule

- 1. Project schedule:
 - A. Phase 1 Programming Completion: Approximately 4-6 weeks from Notice to Proceed (NTP).

Construction Delivery

- 1. The Scope of Services is outlined around the understanding that the project delivery will follow a traditional design/bid/build construction method.

Project Goals and Program

- 1. The City would like to evaluate the programming needs for their City offices and departments. A programming report created by Mackenzie will tabulate floor area needs that will be used as a basis for a high-level rough order of magnitude cost estimate by Mackenzie and our consultant to construct all new building(s). The programming report will be used by the Client to obtain funding for future phases. Future phases (future optional scope) will include design and construction.
- 2. The City currently has a campus at South 3rd Street and Simpson Avenue in McCleary. The campus currently has the following buildings and uses:
 - A. 100 South 3rd Street: City Hall, City Council, Public Utility office, Public Works office, and Police Department.
 - B. 100 Simpson Avenue: Fire Station.
 - C. 100 Simpson Avenue: Storage shed behind fire station.
 - D. 100 Simpson Avenue: McCleary Light and Power Office/Utility Shed.
 - E. 118 South 3rd Street: Storage shed.
- 3. The City of McCleary would like to evaluate their facilities for the following programming needs:
 - A. City Hall.
 - B. Daycare facility by a partner operator. (For the purpose of inclusion in building area consideration, the Client will provide the square footage areas needed for this partner use.)
 - C. School district office leased space. (For the purpose of inclusion in building area consideration, the Client will provide the square footage areas needed for this leased use.)
 - D. An emergency operations center to include the Police and Fire Department.
 - E. Public Works offices.
 - F. Light and Power offices.
 - G. The Client may choose to include space in their campus for leased partners with the Grays Harbor Sheriff's Office and Washington State Patrol. This also includes two (2) different County fire districts: Grays Harbor Fire District 12 (as the City merges their fire department), and Grays Harbor Fire District 5 (Ambulance services). (For the purpose of inclusion in building area consideration, the Client will provide the square footage areas needed for these leased uses.)

City of McCleary
 McCleary City Hall Programming
 Project Number 2230255.00
 August 1, 2023 (Revised February 14, 2024) (Revised March 5, 2024)
 Page 3

The project could be considered as one (1) all-encompassing building or campus or considered across more than one site depending on availability of land and possible utilization of the existing site. For phase one programming, the cost estimate will be based on one option for either a combined building or separate buildings as decided by the Client during the programming effort.

SCOPE OF SERVICES

We have organized our Scope of Services into the following phases of work:

In this proposal scope of work:

1. Phase 1: Programming

Optional future services:

1. Phase 2: Pre-Design*
2. Phase 3: Concept Design*
3. Phase 4: Schematic Design through Construction Contract Administration*
 - A. Schematic Design
 - B. Design Development
 - C. Construction Documents
 - D. Permitting
 - E. Bid Assistance
 - F. Construction Contract Administration

*Scope and fee are provided for Phase 1 only in this proposal. A summary of suggested scope for Phases 2 through 4 is provided in this document as optional services, to be negotiated at a future date.

The following services are provided by Mackenzie through outside consultants for Phase 1. The scope of services for our consultant is defined in their attached individual proposal (Attachment A).

Cost Estimating – Wiggins Preconstruction Services

Phase 1: Programming

Time Duration: 4-6 Weeks

Programming is a critical phase in any public project, and establishes the vision, goals, needs, and priorities necessary in the subsequent design process. Efforts during this phase will serve as a foundation to the project and a first step in stakeholder engagement and consensus building in support of the project objectives. The following steps have been identified to assess current operations and forecast near and long-term space needs.

- A. **Meeting – Core Team:** Conduct one (1) virtual project kickoff meeting via Teams with the City of McCleary to initiate the Programming Phase. Design team attendance will include Mackenzie architecture. This meeting will serve as:
 - A. A project initiation meeting to introduce the Core Team with point of contact, communication flow, project tasks, process, and schedule.
 - B. Review of the goals of the site tour.

- C. Review of the goals of the programming workshop.
- D. Minutes for this meeting will be prepared by Mackenzie.
- B. **Meeting (Programming Workshops) – Core Team and Key Stakeholders:**
 - A. We will issue a program questionnaire in advance of the programming workshop.
 - B. Provide a programming workshop at the City of McCleary with Client-identified key staff for program interviews. The workshop will facilitate review of the building components in detail including confirmation/refinement of program elements and their relative size and space needs, support, shared space requirements, and preliminary adjacencies. Design team attendance will include Mackenzie architecture. At the culmination of the interviews, Mackenzie will facilitate an overview discussion with the Core Team to review information collected that will be the basis for advancing to program documentation.
 - C. In conjunction with the programming workshop, Mackenzie will tour the existing City Facilities with stakeholders and discuss any current facility challenges, space limitations, and operational areas of improvement, to support the stakeholder’s evaluation of their programming needs.
- C. **Programming:** Based on the programming workshop, Mackenzie will develop a programming needs assessment matrix to capture information from questionnaires and staff interviews. The programming document will encompass staffing and program needs for immediate, near-term, and growth for a 30-year projection. Space allocations will include space sizes, quantities, and unique requirements specific to individual needs. A draft program matrix will be released for Client review.
- D. **Preliminary Cost Estimate:** Based on program analysis, coordinate with our Cost Estimator (Wiggins Preconstruction Services) to develop a preliminary total project cost summary to aid in identifying scoping of the project, right sizing the project program, and aligning to the budget baseline. This early cost summary will outline both preliminary hard cost construction cost ranges and early soft cost allowances for the project. These costs will establish the parameters of the project program and budget alignment from the beginning, and serve as the baseline for decision making, checks and balances, and program alignment throughout the design process.
- E. **Meeting – Core Team:** Meet virtually via Teams to review the preliminary project cost estimate. Mackenzie and the Cost Estimator will walk the Core Team through the cost analysis. Discussions about budget alignment and phasing suggestions will be discussed, depending on cost projections. Design team attendance will include Mackenzie and Wiggins Preconstruction Services.

FEE SUMMARY

Our hourly estimated fees for the disciplines and related design services described above are as follows:

Phase 1 Programming:	\$26,500
TOTAL:	\$26,500

Reimbursable expenses (printing, copying, deliveries, ride share vehicles, application-based transportation, mileage, etc.) are not included in the fee outlined above and will be invoiced at 1.12 times cost.

OPTIONAL FUTURE SERVICES

Future Next Steps (Optional)

Phase 2:

1. Pre-Design:

- A. **Site Selection/Evaluation:** Work with Client to determine appropriate site evaluation criteria.
- B. Evaluate up to three (3) available sites, inclusive of the current City campus, with agreed upon criteria using aerial mapping, or the most current GIS Information (if available). For each site found, constraints (e.g., topography, natural resources, floodplain, etc.) will be analyzed to arrive at an effective net developable acreage.
- C. Provide summary language of GIS mapping results for main report.
 - I. Create individual maps for each of the sites to evaluate existing site conditions using GIS and any other publicly available data/information (i.e., survey, arborist report, wetlands delineation, etc.).
 - II. For each site, review zoning and development code to determine land use entitlement process(es).
 - III. From sites under consideration, review and obtain Client approval of selected site.
- D. Mackenzie will provide a comparison matrix for each of the sites under consideration to measure a combination of site selection factors and criteria identified.
- E. Submit final maps, summaries, and selection criteria matrices for Client's review and final site selection.
- F. Provide up to one (1) meeting at the City of McCleary to review the site evaluations.
- G. Master Plan Site Test Fits: Utilizing the space needs program and site evaluation information each of the selected sites (up to three (3), inclusive of the current City campus) will be test fit for capacity to support project needs. Each site test fit will consider access, operational flow, public and secure parking, anticipated utility services, support functions, building placement, and relationship of shared facilities/functions to one another.

2. Existing facilities assessment:

- A. Develop electronic drawings that represent the existing buildings at the current campus at South 3rd Street and Simpson Avenue in McCleary.
- B. Conduct a site visit including Mackenzie Architecture, Interior Design, Structural and Civil Engineering, and Mechanical, Electrical, and Plumbing Engineering. City staff will be on site during the site visit to discuss the history of the buildings and known deficiencies. On site review to include:
 - I. Review exterior envelope including wall and roof surfaces, windows, doors, and fenestrations.
 - II. Review mechanical, electrical, and plumbing systems and evaluate available projected lifespan of primary systems, including development of a life cycle cost analysis.
 - III. Review and document ADA deficiencies through an accessibility checklist of non-conforming conditions.
 - IV. The Client does not have as-builts of the current buildings. The design team will survey the existing buildings for the purpose of documenting existing floor plan dimensions. Documents are not to serve as precise as-built documents. Mechanical, electrical, and plumbing drawings are not anticipated to be updated.
- C. Seismic Assessment for existing facilities:
 - I. Perform an in-person site visit to review observable structural systems and perform an American Society of Civil Engineers (ASCE) 41 Standard Tier 1 general observation evaluation for one (1) of the selected sites. ASCE 41 is a nationally recognized document for the assessment of a building's ability to perform during a seismic event; it is a useful tool which allows building owners to understand if

there exists the need for a seismic retrofit. Provide a report that summarizes the findings of the ASCE 41 Tier 1 checklists and list structural deficiencies noted. The conceptual design of seismic retrofit schemes is beyond the scope of this proposal.

Phase 3: Concept Design

1. **Discovery:** Provide discovery session with Client and the key Client stakeholder group (at the City of McCleary) to establish a thorough understanding of the project vision, goals, and objectives, and allow for initial staff engagement. We will facilitate dialogue with staff to identify opportunities, challenges, and big picture goals for the project. This meeting is anticipated to lead into programming and will occur as a standalone meeting. Mackenzie will facilitate the meeting.
2. **Facility Tours:** During programming, Mackenzie will identify up to three (3) recently completed facilities that contain similar programmatic requirements to tour with, or by, the Client team. During each tour, Mackenzie will photo document the project to identify aspects related to the proposed project that may inform decisions related to the operational needs and program of the project. All tours are estimated to occur over the course of one to two (1-2) day(s) total, depending on the geographic location of the facilities.
3. **Conceptual Design:** Develop initial conceptual design options to begin to describe the scale and relationship of project components and to begin to articulate the program, goals, and project vision established during the earlier Pre-Design efforts. Initial conceptual design options will be developed as follows throughout the conceptual design and reviewed at the subsequent meetings outlined:
 - A. **Meeting – Core Team:** Meet once (1) with the Core Team with Client (at City of McCleary) to review conceptual site plan options, initial adjacency block diagrams, and visioning imagery boards – where precedent images of police facilities and other applicable buildings will be presented for attendees to review and respond. Early scoping determinations by Client and final program confirmation will be utilized to develop the conceptual design further.
 - B. Based upon feedback from the Core Team and building from the Pre-Design work, the design team will advance the conceptual design for a singular selected site toward a refined site design plan and initial building massing/character designs. Building character designs to depict preliminary exterior materials and overall building design character.
 - C. **Meeting – Core Team:** Meet (at City of McCleary) to present refined conceptual design site and floor plans, as well as conceptual character design options, to the Core Team for selection of a preferred design option.
 - D. Based on feedback from the Core Team, the design team will refine the conceptual design option for approval by the Core Team prior to presentation to City Council for recommendation of a preferred design option. Character options will include initial exterior material selections. In addition, preliminary building mechanical, plumbing, and electrical systems will be prepared for discussion with the City at the following design meeting.
 - E. **Meeting – Core Team: Final Concept Design | Building Systems:** Meet at City of McCleary to present refined conceptual design site and floor plan options, as well as conceptual character design options, to the Core Team for selection of a preferred design option for recommendation to City Council.
 - F. **Deliverables:**
 - I. Site Concepts:
 - a. Up to two (2) conceptual site plan options.
 - II. Space Planning Concepts:
 - a. Spatial needs assessment will lay out a cross function floor plan (adjacency block diagram).
 - b. Up to two (2) conceptual space plan block diagram options.

III. Building Concepts:

- a. One (1) conceptual floor plan based on selected conceptual block plan.
4. **Pre-design Report (PDF):** Based on the information gathered during the Pre-design Phase, Mackenzie will develop a Pre-design report consisting of the following deliverables and issue a draft report for Client review.
 - A. Introduction | Project Goals Summary.
 - B. Existing Facility Observation Summary.
 - C. Space needs program.
 - D. Site Selection Criteria | Land Use Summary.
 - E. Preliminary program site test fits defining major exterior and interior program relationships.
 - F. Precedent studies and/or vision boards utilized during discovery.
 - G. Conceptual Design of Selected Option.
 - H. Preliminary pre-design cost estimate and project budgeting summary.
5. **Meeting – City Council Presentation:** This City Council meeting will serve to provide a project update to City Council and additionally propose the recommended design option for approval. Initial project costing analysis will be prepared to accompany the proposed design recommendation. This meeting will serve to update the City Council on project progress and seek approval of a preferred design option. A maximum of a two (2) hour presentation, including Q&A, is anticipated.

Phase 4: Schematic Design through Construction Contract Administration

1. Schematic Design.
2. Design Development.
3. Construction Documents.
4. Permitting.
5. Bid Assistance.
6. Construction Contract Administration.

Schedule for Optional Services

1. Phase 2 Pre-Design: Approximately 2-3 months.
2. Concept Design: Approximately 2-3 months.
3. Construction Documents Completion: Approximately 8-9 months.
4. Permitting: Approximately 4-5 months.
5. Construction Bidding: Approximately 7-8 weeks.
6. Construction: Approximately 12-14 months construction.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of existing building(s), Revit Models of existing City facilities, land survey (ALTA/Boundary/Topographic) including legal description, wetlands delineations, geotechnical

reports, environmental report, any other reports and/or surveys that are available, and other studies and/or reports as may be necessary for completion of the project.

1.a.i. Clients' geotechnical engineer shall provide paving recommendations and related paving specifications.

1.a.ii. Recording of surveys, deeds, easements, final plat, or other real estate documents will be the responsibility of the Clients, Clients' attorney, and/or Clients' surveyor.

1.b. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.

2. Scope of Service Acknowledgements

2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.

2.b. Programming scope does not include leased spaces for Gray's Harbor. The Client may provide areas for inclusion in overall building area considerations.

2.c. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.

2.d. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.

2.e. All meetings will be virtual via Teams Meetings (or as noted above), other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting for all meetings through all phases up to Construction Contract Administration.

3. Existing Conditions

3.a. Building/Site Renovation: Mackenzie will work with the Client to align on the Client's program for the Project, including goals and objectives, and will develop the design in accordance with applicable codes and laws, subject to and in accordance with the applicable standard of care. Clients acknowledges that Projects involving additions and remodels of existing sites/buildings (compared to new construction) create more uncertainty and subjectivity as to code and law interpretation and increases the chance that applicable agencies will have differing interpretations that might require redesign services. Such agency interpretations may not be made known until the Construction Documents and/or Plan Check phase of the Project. Accordingly, Client acknowledges and agrees that Mackenzie expressly excludes any services necessary to address these types of differing code and law interpretation issues from Mackenzie's Scope of

Services, and that such services (including any necessary redesign services) will, upon Client's approval, be performed by Mackenzie as an additional service.

- 3.b. Conditions not depicted on available existing site and/or building documents, provided by the Client, or readily visible on project walkthroughs are excluded. Such impacts will be evaluated at the time of discovery and addressed via additional services as necessary.
- 3.c. Mackenzie will rely on Client-provided existing facilities information for project, including but not limited to type of construction, building area, occupancy classification, and other such parameters affecting design, construction documents, and permitting.

4. Client and Jurisdiction Approvals

- 4.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.

5. Standard Design Items

- 5.a. Square footage calculations will be provided as required to confirm compliance with building and zoning code requirements only.

6. Unique Design Services

- 6.a. The Client will not be pursuing sustainability certification for the project (i.e. LEED, Green Globes, WELL, etc.).

7. Graphics/BIM

- 7.a. Mackenzie will utilize Revit as the documentation platform for the project. Our proposed scope/fee is based on the Revit model Level of Development (LOD) of 200 - 300 as necessary for Mackenzie to facilitate design and produce Construction Documents. We anticipate that Client consultants/vendors will also utilize Revit for their documentation, will be responsible for modeling and detailing their respective components, and will comply with Mackenzie's expectations for document control standards. Mackenzie will develop the base model file and provide it to the consultant team for coordination.
- 7.b. Regardless of level of Revit Model Level of Development (LOD) and anticipated and/or non-anticipated use by the Client, Client's consultants, vendors, General Contractor and/or any other third party not the original author of the Revit model and data contained therein; with or without Mackenzie's knowledge, nothing in the Revit model supersedes the formally issued stamped and signed hard copy Construction Documents.

8. Expenses/Billing

- 8.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

9. Mackenzie Consultant Services

- 9.a. For additional Assumptions related to the Scope of Services of our retained consultant, refer to their attached proposal (Attachment A).

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.
- 1.d. Hazardous materials mitigation design.
- 1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as SEPA (State of Washington), DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.
- 2.e. Formal Building code interpretation requests and/or appeals.

3. Standard Design Items

- 3.a. Square footage calculations beyond those required to confirm compliance with building and zoning code requirements. (Calculation of gross, net, and rentable square footages, such as BOMA calculations, are not included).
- 3.b. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Other Design Disciplines

- 4.a. Traffic Engineering, Planning, Analysis.
- 4.b. Mechanical/Plumbing/Electrical engineering.
- 4.c. Fire Protection and/or Fire Alarm Engineering.
- 4.d. Acoustical engineering design and/or services.

5. Unique Design Services

- 5.a. Graphics and/or signage design, permitting, and related coordination.
- 5.b. Furniture selection, specifications, requirements and all related coordination.

City of McCleary
McCleary City Hall Programming
Project Number 2230255.00
August 1, 2023 (Revised February 14, 2024) (Revised March 5, 2024)
Page 11

5.c. Sustainability Certification Services.

6. Graphics/BIM

- 6.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 6.b. Marketing materials.
- 6.c. Use of CAD Drawings or BIM models by any parties other than the design team.

7. Expenses/Billing

- 7.a. Reimbursable expenses.
- 7.b. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 7.c. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start immediately. If the proposal is agreeable to you, we will prepare an Agreement for Professional Services for your review and approval. Please note that this proposal is valid for 90 days.

We look forward to working with the City of McCleary on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

Rachel Hedlof
Senior Associate, Project Manager

Enclosure(s): Attachment A – Wiggins Preconstruction Services proposal dated March 4, 2024
Attachment B – Hourly Billing Rate Schedule
Attachment C – Reimbursable Rates Schedule

c: Brett Hanson – Mackenzie



Rachel Hedlof
Mackenzie

March 4, 2024

Dear Rachel,

Thank you for inviting Wiggins Preconstruction Services to join your team on this important project. Below you will find a fee proposal to perform cost estimating services for the **McCleary Civic Campus - Phase 1 Programming Report**. This proposal of **\$3,630** covers a single deliverable as shown.

Estimate Level: ROM Programming (2 to 3 schemes)

Scope	Hours	Rate	Ext.
Project Management & Meetings	2	\$165.00	\$330
ROM Cost Estimating (all scopes)	16	\$165.00	\$2,640
Estimate Presentation, Adjustments, & Pricing Break Outs	4	\$165.00	\$660
Fee Total*			\$3,630

*Estimating Fees Clarifications

Estimates will be single page cost per square foot studies (detailed cost models will not be included).

Fees include all expenses.

Fees are for construction cost estimating only. Soft costs estimating is excluded.

Respectfully,

Matt Wiggins

Principal

Wiggins Preconstruction Services

M: 360.870.5100 **E:** mattw@wigginsprecon.com

P 503.224.9560 ■ F 503.228.1285 ■ W MACKENZIE.INC
RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS	\$ 175 – \$ 300
ARCHITECTURE/LANDSCAPE	
Design Director	\$ 190 – \$ 250
Senior Project Architect	\$ 170 – \$ 270
Project Architect I – III	\$ 110 – \$ 215
Architectural Designer II-III	\$ 90 – \$ 185
Architectural Designer I	\$ 65 – \$ 100
Designer/Drafter	\$ 60 – \$ 95
Intern	\$ 60 – \$ 90
ENGINEERING	
Senior Project Engineer	\$ 160 – \$ 250
Project Engineer I – III	\$ 105 – \$ 210
Designer I – II	\$ 85 – \$ 165
Transportation Analyst I – II	\$ 70 – \$ 120
Designer/Drafter	\$ 85 – \$ 150
Intern	\$ 65 – \$ 100
PLANNING	
Senior Project Planner	\$ 150 – \$ 235
Project Planner I – IV	\$ 95 – \$ 220
Permit Coordinator	\$ 60 – \$ 100
Assistant Planner	\$ 70 – \$ 120
Intern	\$ 60 – \$ 90
INTERIOR DESIGN	
Senior Project Interior Designer	\$ 150 – \$ 230
Interior Designer III – V	\$ 100 – \$ 175
Interior Designer I – II	\$ 70 – \$ 135
Intern	\$ 60 – \$ 90
ADMINISTRATION	
Administrator	\$ 70 – \$ 190
Word Processor	\$ 85 – \$ 115
Graphic Artist	\$ 85 – \$ 130

*Subject to change April 2024

P 503.224.9560 ■ F 503.228.1285 ■ W MACKENZIE.INC

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet



CITY COUNCIL AGENDA ITEM COVER SHEET

FROM: Chad Bedlington, Director of Public Works

DATE: March 27, 2024

AGENDA ITEM TITLE: Professional Services Agreement (PSA) – Right! Systems Inc - Information Technologies (IT) Project Update

SUMMARY

City staff has continued to look for improved opportunities to provide external I.T. services at the direction of City Council. With that effort, it has been determined that highest and most responsive level of service is to contract with Right! Systems Inc. to provide I.T. support services. The PSA and scope of work is attached for reference.

Right! Systems Inc is an approved vendor with OMNIA Partnership which allows the City to enter into director contracting without the necessity for a Request for Proposal (RFP) selection process at this time. Given the immediate nature of implementing an I.T. solution, it was determined by City staff to best work with a vendor that is prequalified to complete the work and fell closely within the budget constraints of the City's 2024 budget.

FISCAL IMPACT

To complete the final implementation portion of the I.T. project utilizing Right! Systems Inc comes at a cost of \$14,690 to be paid proportionately by each utility and the general fund. Anticipated monthly costs after on-boarding is completed is estimated at \$4700 for an initial contract term of 12-months. Total anticipated costs for I.T. related expenses is approximately \$57,000 for 2024. The City's current 2024 budget for I.T. support services is \$56,000 which closely aligns with anticipated budget.

RECOMMENDATION/ACTION REQUESTED

Approve the Service Agreement with Right! Systems Inc.



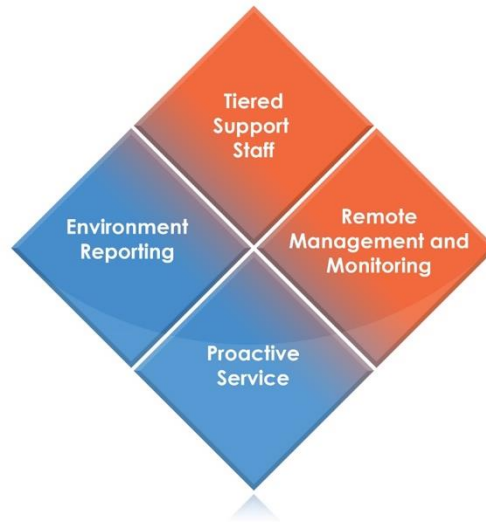
MANAGED SERVICE AGREEMENT

PREPARED FOR: City of McCleary DATE: March 20, 2024

EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership. Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement, and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology, and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

THE RSI SUPPORT DIAMOND



Tiered Support Staff:

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need- right when they need it.

Remote Management and Monitoring

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer utilizing 3rd party tools. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved as allowed by each tool, allowing us to look at trends, and forecast possible outages in the future.

Environment Reporting

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

Proactive Service

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

SCOPE OF OFFERING

The following section defines the activities, services levels and procedures associated with the Managed Service offering for City of McCleary. For further definition of what is included in coverage, see Appendix A – Coverage and Current Equipment.

Supported Locations and Users	
City Hall – includes multiple buildings on site connected to the same network Police Department Water Treatment Wellheads	33 End Users

Supported Devices	
Hosts/Guests HP DL360 (2) – Windows 2022 Server HP DL 380 (1) – Rubrik MSA 1060 NAS	YES
Network Devices (Route/Switch/APs) <ul style="list-style-type: none"> • Firewall <ul style="list-style-type: none"> ○ Fortinet 4 – 1 each site • Switches: Aruba <ul style="list-style-type: none"> ○ 1 - City Hall ○ 3 – Netgear switches at small sites • Access Points <ul style="list-style-type: none"> ○ Fortinet (4) 	YES
Desktops Windows 10 & 11 Antivirus: Sophos Device Management: Intune	YES
Security Support <ul style="list-style-type: none"> • Microsoft Entra Identity Management • Microsoft Multi-Factor authentication • Microsoft Cloud App Security • Conditional Access policies • General administration and support 	YES

Services

Microsoft CSP License Management	NO
Proactive Management	8am-5pm, Monday-Friday
24x7x365 monitoring & critical issue support	YES
On Demand Monthly Reporting	YES
Quarterly Business Reviews	YES
Vendor Management Microsoft Fortinet HP Comcast Sophos Rubrik	YES
Patching: Windows Server Windows Desktop Fortinet Firewalls and AP's Aruba Switches	Mutually agreeable schedule
Customer-owned Backup Management Support Rubrik + Offsite	YES

*** Right! Systems is an approved service provider on the TD Synnex OMNIA contract R200803**

	Service
Onboarding	<ul style="list-style-type: none"> • Project kickoff call with City of McCleary and RSI Engineering to review SOW, project goals, expectations, and timeline • Obtain and review existing documentation. Enhance and update documentation where required • Inventory all systems covered by contract • Perform review of key technology areas to include

- Network
- Datacenter
- End User Compute
- Security
- Collaboration
- Major Line of Business Applications
- Stage 2 – Implementation and Optimization
 - Network
 - Implement VPN and integrate Microsoft MFA for secure remote management
 - Deploy Microsoft Intune
 - Configure baseline security policy
 - Configure Windows 11 update policy
 - Configure and deploy applications
 - Microsoft 365 applications
 - ConnectWise Automate
 - Implement Bitlocker encryption
 - Configure device compliance policy
 - Configure conditional Access Policy
 - Microsoft Services
 - Microsoft Entra Identity Management
 - Deploy Microsoft MFA and integrate with:
 - Microsoft 365
 - Police Department
 - Microsoft Cloud App Security
 - Conditional Access policies
 - Optimize backup schedules and retention periods
 - Deploy LogicMonitor Alerting and Device Management
 - Create alert and notification configurations
 - Perform initial review and system analysis
 - Create and deliver appropriate end user documentation regarding ticket request and management processes
 - Deploy ConnectWise Automate
 - Complete Backend RSI Managed Services Onboarding
 - Perform turnover with Managed Services support team for each work effort outlined in the SOW

Assumptions:

	<ul style="list-style-type: none">• All equipment will be on current supported versions of software from the OEM• All hardware on contract will be supportable by the OEM• All core infrastructure equipment will have OEM support available and current maintenance• Environment is currently stable and up to best practices• Documentation on current state will be provided by customer including: network diagram, current directory structure, configuration workbooks, vendor and phone contacts, full inventory of covered equipment• If RSI need to update, upgrade, or replace any systems to meet the above standards, then additional charges for equipment and services will be charged via a change request or addendum to this contract
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	Support
Standard Operating Procedure	<ul style="list-style-type: none"> • Tickets are defined as issues and problems that are user-impacting and not administrative in nature. • Tickets can be initiated via email or phone, from technical contacts previously designated by the customer. • Tickets will be addressed by severity. • Tickets may be auto generated from the RSI monitoring and management solution. • Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity. • Tickets determined not to be related to the managed technologies will be sent back to City of McCleary. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement. • Proactive Change Management. As determined by RSI, with schedule and approval coordinated by City of McCleary, RSI may perform changes necessary to maintain the appropriate level of service in the environment. • Backup Checks weekly • Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures. • It is understood that any services requested by City of McCleary that fall outside of the terms of this agreement will be quoted and billed as separate services. Services will be billed at the agreed to rates for hourly work outlined in the pricing section of this document • City of McCleary grants RSI authorization to view any data within the regular routine of the repair and support of the environment. City of McCleary also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.











Proactive Monitoring tasks done monthly include the following for in-scope systems:

- Datacenter/Cloud:
 1. View the Drive Detail Automate report for servers and create tickets for devices needing attention.
 2. View the patch compliance report for servers and create tickets for devices needing Windows updates. If a device is struggling to update, create a ticket and schedule during planned monthly maintenance.
 3. Perform cursory review of server event logs and act where appropriate.
 4. Check all storage devices (Servers, SAN, NAS)
 5. Verify and update hypervisor
 5. Update documentation, create follow-up tickets

- Network:
 1. Check networking device health
 - a) Firewall
 - b) Switches
 - c) APs
 2. Check for firmware updates. Note any changes. Schedule updates if required.

- EUC:
 1. Review and validate Citrix environment. Update if necessary
 2. Review prior month tickets to identify recurring tickets and themes.
 3. Review cloud environment and endpoint management
 4. Update documentation, create follow-up tickets

- Security:
 1. Check AV portal for any threats on network. Create ticket and address immediately if threats are found.
 2. Review servers in AD and make sure AV is installed. If servers do not have the agent installed, schedule time with the customer to install.
 3. Review security products (MFA, S1, etc..)
 4. Update documentation, create follow-up tickets

MANAGED SERVICES SLO'S				RESPONSE TIME	ESCALATION
		8:00 AM - 6:00 PM PST	Service not available (all users affected)	Critical	
Significant degradation of service (large number of users affected)	High			15 minutes	1 hour
Limited degradation of service	Medium			15 minutes	1 day
Small service degradation (business process can continue)	Low			15 minutes	2 days
Reserved for special requests / changes	No SLO			~	~
				RESPONSE TIME	ESCALATION
After hours, Weekends, Federal Holidays	Service not available (all users affected)	Critical		1 hour	1 hour
	Significant degradation of service (large number of users affected)	High		1 hour	2 hours
	Limited degradation of service	Medium		1 hour	2 days
	Small service degradation (business process can continue)	Low		1 hour	3 days
	Reserved for special requests / changes	No SLO		~	~

Support	
Ticket Priority Levels	<ul style="list-style-type: none"> • Priority level 1 tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable). • Priority level 2 tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected). • Priority level 3 means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue). • Priority level 4 classifies a small service degradation (business process can continue, one user affected). • Priority level 5 is reserved for requests for change to the existing environment. • Hardware failure resolution time will be dependent on vendor hardware warranty status and terms. • Customer-led changes in the environment that lead to service tickets may result in additional charges
Support	

<p>Support Tiers</p>	<p>TIER 0 – Customer Technical Contacts</p> <ul style="list-style-type: none">• All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally. <p>TIER 1 – RSI Support Services</p> <ul style="list-style-type: none">• All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 2 – RSI Support Services</p> <ul style="list-style-type: none">• Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 3 – RSI Project Services / Subject Matter Experts</p> <ul style="list-style-type: none">• Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3rd party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).
----------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Support

<p>Service Escalation Procedure</p>	<p>Origin of Issue</p> <ol style="list-style-type: none"> 1. Support Request is received 2. Ticket is created 3. Issue is identified 4. Issue is qualified to determine if it can be resolved through TIER 1 support <p>If issue can be resolved through TIER 1</p> <ol style="list-style-type: none"> 5. Issue is worked to successful resolution 6. Issue is verified to be resolved 7. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 1</p> <ol style="list-style-type: none"> 8. Issue is escalated to TIER 2 9. Issue is qualified to determine if it can be resolved through TIER 2 support <p>If issue can be resolved through TIER 2</p> <ol style="list-style-type: none"> 10. Issue is worked to successful resolution 11. Issue is verified to be resolved 12. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 2</p> <ol style="list-style-type: none"> 13. Issue is escalated to TIER 3 <p>If issue can be resolved through TIER 3</p> <ol style="list-style-type: none"> 14. Issue is worked to successful resolution 15. Issue is verified to be resolved 16. Ticket is marked “complete”, and customer notified
-------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Managed Backup and Continuity Service (BaaS)	
Backup Management	<ol style="list-style-type: none">1. Review Backups weekly2. Confirm success of backups across environment<ul style="list-style-type: none">o Vendor escalation for errors3. Daily backups will be run with a 30-day retention period.4. Monthly reports will be provided on backup success <p>Please Note: Mass restores (entire servers or directories) will incur an egress charge from Azure which will be charged at actual rates to City of McCleary</p>

OUT OF SCOPE TECHNOLOGIES AND SERVICES

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

Providing information for internal audits and reviews required by compliance either internal or third-party requests including but not limited to Cyber Insurance information, Financial audits, CJIS compliance requests, etc.

AGREEMENT PRICING AND CONDITIONS

The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed and shall remain in force for a period of **one (1) year**, to be reviewed at the customer's request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by City of McCleary and RSI in advance.

RECURRING CHARGES

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
Managed Services	12 Months	\$4,700.00
Subscription licenses included in above Managed Services	LogicMonitor ConnectWise Automate	

***Periodic price changes to subscriptions from OEMs if required based on OEM announced cost increase will be discussed with City of McCleary and an addendum written if required.**

Onboarding

Onboarding is being provided as a fixed-fee engagement. This will be billed upon completion of onboarding tasks.

Service		Price
Managed Services Onboarding		\$14,690.00

Upon receipt of this signed agreement, RSI will begin the onboarding process. Upon successful completion of onboarding, RSI will then begin taking tickets and support at the date commensurate with the completion of onboarding.

Upon completion of the onboarding, RSI will issue an invoice for the first month's coverage as defined by the completion date of onboarding.

Cloud Usage Services: Prices billed for a service or item based on City of McCleary consumption or usage, rather than a fixed price for a specified service, item, or period of time. City of McCleary is required to pay for the services or items used in Azure ("usage-based services"). Usage-based services include, but are not limited to, Virtual Servers (per Virtual Server), Virtual CPU's (per virtual CPU), Memory (RAM, per GB), Storage (per GB), and data ingress/egress

Subscription services will be billed one month in the rear for any subscription services and will be based on actual usage.

Hourly Services Rates

If project or support services are performed beyond the scope of the managed services agreement, they will be billed at the following rates. For project work, fixed-fee scopes can also be created.

Role	Hourly Rate	After Hours and Holiday Rates
Service Desk Technician	125.00	200.00
Service Desk Engineer	165.00	300.00
Practice Engineer	200.00	350.00
Senior Practice Engineer	250.00	350.00
Practice Lead/CISO	\$400.00	\$600.00

Project Coordinator	\$125.00	\$125.00
Project Manager	\$175.00	175.00

TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

City of McCleary signature on this document indicates that City of McCleary agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of McCleary. City of McCleary decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of McCleary decision to purchase and providing that City of McCleary provides appropriate purchase/payment commitments.

II. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of McCleary against loss, damage, theft, or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors. City of McCleary Warranties. City of McCleary represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

III. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of McCleary mutually agree to a progressive invoicing schedule on bi-weekly basis. If City of McCleary requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of McCleary shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of McCleary fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of McCleary to RSI. In addition, failure of City of McCleary to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the

performance of the Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of McCleary from paying past undisputed due fees plus interest and in the event of collection enforcement, City of McCleary shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of McCleary, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

IV. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of McCleary shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of McCleary.

V. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication

regarding this Agreement is subject to prior review and written approval of the parties.

VI. **LICENSE AND PROPRIETARY RIGHTS**

Proprietary Rights of City of McCleary. As between City of McCleary and RSI, City of McCleary information shall remain the sole and exclusive property of City of McCleary, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of McCleary hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of McCleary information as necessary to render the Services to City of McCleary under this Agreement. Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to City of McCleary, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "RSI Materials") shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of McCleary hereby transfers and assigns to RSI all rights, title, and interest which City of McCleary may have in and to the RSI Materials. City of McCleary acknowledges and agrees that RSI is in the business of providing network protection services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services.

VII. **INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim

which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

VIII. **LIMITATION OF LIABILITY**

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, City of McCleary data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of McCleary for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of McCleary under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX. **TERMINATION AND RENEWAL**

Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

It is understood that the quoted monthly payment amount consists of both a service and equipment component. In the event that RSI fails to meet the contracted SLO for services and fails to remedy the deficiency within 30 days, City of McCleary may terminate the RSI service component of the agreement upon 60 days written notice. Regardless of reason for termination, City of McCleary is obligated to pay all amounts due through termination date.

RSI may terminate the service component of this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to City of McCleary.

Either party may terminate this Agreement if a bankruptcy proceeding is instituted against the other Party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy.

Termination and Payment. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not

to renew. Notification of intent not to renew by City of McCleary include timely return of equipment to a location designated by RSI at the conclusion of this Agreement. If equipment is not immediately available for use by another without the need for repair City of McCleary will reimburse RSI for all repair and expense for return.

Upon any termination or expiration of this Agreement, City of McCleary shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

X. **MISCELLANEOUS**

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of McCleary and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of City of McCleary.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of McCleary as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of McCleary, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused

from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of McCleary and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of McCleary and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent, or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of McCleary warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of McCleary indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

AGREEMENT

i The signatures below indicate that Right! Systems, Inc., and City of McCleary agree to all Terms and Conditions detailed in this Proposal; and if a City of McCleary Purchase Order number is required for invoicing by Right! Systems, Inc., City of McCleary agrees to provide a Purchase Order number and/or a copy of a Purchase Order with signed Proposal.

Customer PO: _____

This Agreement is valid for signature 30 days from March 20, 2024.

Right! Systems Inc.

City of McCleary

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

Please sign and email this entire document to managed@rightsys.com

APPENDIX A – COVERAGE AND CURRENT EQUIPMENT

Description – Servers	Frequency	Included
Manage Servers	Ongoing	Yes
Check Print Queues	Ongoing	Yes
Monitor all server services	Ongoing	Yes
Maintain server patching, hotfixes per company policy	Ongoing	Yes
Check server event logs and identify potential issues	Ongoing	Yes
Anti-Virus management and updates	Ongoing	Yes
Monitor hard drive space on servers	Ongoing	Yes
Exchange-Office 365 user/mailbox management	Ongoing	Yes
Monitor Active Directory Replication	Ongoing	Yes
Monitor DNS&DHCP	Ongoing	Yes
SQL server management, as required	Ongoing	Yes
Reboot servers if needed	As needed	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported software upgrades	As needed	Yes
Set up and maintain groups and permissions	As needed	Yes
Check status of backups	Ongoing	Yes
Alert Client to dangerous conditions	Ongoing	Yes
- Memory running low	Ongoing	Yes
- Hard drive running out of disk space	Ongoing	Yes
- Hardware showing sign of failure	Ongoing	Yes
Educate and correct user errors (deleted files, corrupted files, etc)	As needed	Yes
Clean and maintain directory structure	As needed	Yes
Parts and labor on servers	As needed	No

Description – Workstation and Help Desk Support	Frequency	Included
24x7x365 critical issue support	As Needed	Yes
8x5 Monday-Friday proactive management	As Needed	Yes
Anti-Virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management (Intune)	Ongoing	Yes
Parts and labor on workstations	As Needed	No

Disaster Recovery and Backup As A Service	Frequency	Included
Data recovery	As Needed	Yes
Backups per company retention policy	Ongoing	Yes
Offsite backup per company retention policy	Ongoing	Yes
Backup data validation	As needed	Yes

Devices	Frequency	Included
Manage network printers	As Needed	Yes
Manage other networked devices	Ongoing	Yes
Manage smartphones and tablets	As needed	Yes

Network	Frequency	Included
Check router logs	As Needed	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Switch management	As Needed	Yes
Wireless management	As Needed	Yes
Firewall management	As Needed	Yes

Security	Frequency	Included
Check firewall logs	As Needed	Yes
Manage directories, shares, security groups, user accounts and policies	As Needed	Yes
Permissions and file system management	Ongoing	Yes
Email SPAM protection	Ongoing	No
Monitor for unusual activity among users	Ongoing	No
Security incident response	As Needed	No

Applications	Frequency	Included
Ensure Microsoft Office applications are functioning as designed	Ongoing	Yes
Ensure line of business applications are functioning as designed	Ongoing	Yes

Vendor Management	Frequency	Included
Manage the following vendor relationships	As Needed	
- Phone, Telco, and Internet	As Needed	Yes
- Copiers, faxes, scanners	As Needed	Yes
- Website designer and hosting company	As Needed	No
- Proprietary software applications	As Needed	Yes

Professional Services	Frequency	Included
Technology solution design and development	As Needed	No
Proof of concept lab testing	As Needed	No
Onsite implementation and project management	As Needed	No
Technology meetings with trusted advisor	Quarterly	Yes

Service Expectations	Time of Day/Week	Rate
Remote PC management/Help Desk	Ongoing	Yes
Remote printer management	Ongoing	Yes
Remote network management	Ongoing	Yes
Remote server management	Ongoing	Yes
PC/Laptop/Printer addition or replacement	As Needed	N/A
Major Software Upgrades: Operating system upgrades, new management systems, database implementations, etc.	As Needed	See Hourly Service Rates
Installation and configuration of new equipment, major systems/hardware upgrades, virtualization, major network reconfiguration, etc.	As Needed	See Hourly Service Rates