

White Salmon City Council Meeting

A G E N D A

June 02, 2021 – 6:00 PM

Via Zoom Teleconference

Meeting ID: 896 0674 4608 Passcode: 457707

Call in Numbers:

669-900-6833

929-205-6099

301-715-8592

346-248-7799

253-215-8782

312-626-6799



We ask that the audience call in instead of videoing in or turn off your camera, so video does not show during the meeting to prevent disruption.

Thank you.

I. Call to Order, Presentation of the Flag and Roll Call

II. Changes to the Agenda

III. Consent Agenda

- [A.](#) Personal Services Contract, Task Order, Anderson Perry - Wastewater Services, \$78,860
- [B.](#) Personal Services Contract, Anderson Perry - Amendment No. 2 Task Order - Garfield Water Main Improvements (\$24,030 increase of \$8,739)
- [C.](#) Personal Services Contract, Task Order - Gray & Osborne, Jewett Roundabout Illumination Study (\$3,500)
- [D.](#) Personal Services Contract, Zaya - Communications Outreach Support, \$100 per hour
- [E.](#) Radcomp Master Services Contract and Premium Services with Cyber Security Improvements (\$5,147.51 per month)
- [F.](#) Approval of Meeting Minutes - May 19, 2021
- [G.](#) Approval of Vouchers

IV. Public Comment

Public comment will not be taken during the teleconference. Public comment submitted by email to Jan Brending at janb@ci.white-salmon.wa.us by 5:00 p.m. on Wednesday, June 2, 2021 will be read during the city council meeting and forwarded to all city council members. Please include in the subject line "Public Comment – June 2, 2021 Council Meeting." ***Please indicate in your comments whether you live in or outside of the city limits of White Salmon.***

V. Presentations

- A. Pride Heritage Month

VI. Business Items

- [A.](#) Ordinance 2021-06-1080 Amending WSMC 8.20 Fireworks
 - 1. Presentation
 - 2. Discussion
 - 3. Action

VII. Reports and Communications

- A. Council Members
- B. Department Heads
- C. Mayor

VIII. Executive Session (if needed)

IX. Adjournment

File Attachments for Item:

A. Personal Services Contract, Task Order, Anderson Perry - Wastewater Services, \$78,860



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: June 2, 2021
Agenda Item: Personal Services Contract, task Order, Anderson Perry – Wastewater – Jewett Manhole Repair (\$78,860)
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Authorization for approval through consent agenda.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda then proposed motion is as follows:

Move to authorize signing task order for Anderson Perry & Associates for engineering services related to Wastewater – Jewett Manhole Repair in the amount of \$78,860.

Explanation of Issue

The City has identified the need to repair or replace manholes located on Jewett Blvd. This project is budgeted in the city's 2021 budget although there may need to be budget amendment depending on the cost of the project.

The City has a master contract with Anderson Perry & Associates for wastewater engineering which requires specific task order for work to be approved.

The task order identifies the scope of work for the Jewett Manhole Repair project and a cost for engineering of \$78,860. This cost includes construction engineering.

Staff Recommendation

Staff recommends approval of the proposed task order via the city council's June 2, 2021 consent agenda.

EXHIBIT A

CITY OF WHITE SALMON, WASHINGTON JEWETT BOULEVARD MANHOLE IMPROVEMENTS WATER AND WASTEWATER ENGINEERING SERVICES

SCOPE OF WORK

BACKGROUND

This City of White Salmon (Owner) desires to replace or refurbish manholes on Jewett Boulevard in advance of Washington State Department of Transportation (WSDOT) performing asphalt resurfacing on this street. The Owner is concerned about the structural integrity and access to manholes constructed of brick that are smaller in diameter than the standard lids on the upper end of Jewett Boulevard between Garfield Street and SE Fifth Street (eight total). The remaining manholes in Jewett Boulevard appear to be constructed with concrete.

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT) AND OWNER

The Consultant shall perform the following tasks for the proposed project: manhole inventory, design, bid and award services, construction management and administration, and construction observation.

TASK 1 - MANHOLE INVENTORY

The Consultant and the Owner shall perform an inventory of all accessible manholes in the WSDOT right-of-way in Jewett Boulevard between Garfield Street and the city limits to the east. The inventory will document the type of manhole (brick or concrete), number and location of inlet and outlet pipes, visual assessment of the manhole interior, and invert elevations. The Owner will assist the Consultant by providing traffic control for accessing the manholes and visually assessing the manhole interiors. Based on the manhole inventory findings and review of potential replacement and/or rehabilitation options, the Consultant will summarize the manhole inventory and provide recommended improvements (replacement and/or rehabilitation) in a memorandum to the Owner for review. Feedback from the Owner on this memorandum will form the basis for the proposed improvements.

TASK 2 - DESIGN

The Consultant will design the manhole improvements selected by the Owner and prepare construction plan sheets (i.e., drawings), technical specifications, and other contract documents. The Consultant will prepare an 80 percent submittal for the Owner's review, and a bid-ready submittal will incorporate any remaining Owner comments and be a bid-ready document stamped and signed by the responsible engineer. The final contract documents will be either based on a Small Works Roster format (if the estimated project cost is less than \$350,000) or for full public advertisement for bid (if greater than \$350,000).

TASK 3 - BID AND AWARD PHASE SERVICES

The Consultant will prepare the advertisement for the project and perform all construction administration services during the bidding and award phase. The Consultant will respond to Contractor questions during the bidding process. The Consultant will prepare and issue addendums and provide assistance during bid review as requested by the Owner. The Consultant will attend the bid opening virtually with the Owner performing the bid opening. The Consultant will review submitted bids and provide a recommendation of possible award to the Owner.

TASK 4 - CONSTRUCTION MANAGEMENT AND ADMINISTRATION

The Consultant will provide complete construction management and administration services. The Consultant will act as the Owner's representative. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Receive, review, maintain, and approve all material and other project submittals. Copies of all submittal correspondence will be provided to the Owner.
3. Review and process Change Orders.
4. Review the Contractor's proposed Application for Payment estimates and provide the Application for Payment to the Owner for review and approval.
5. Schedule and attend on-site construction meetings and provide meeting minutes.
6. Prepare periodic construction updates for the Owner.

TASK 5 - CONSTRUCTION OBSERVATION

The Consultant will provide on-site construction observation services. The Consultant's Construction Representative will be the Consultant's agent for the project and will act as directed by, and under the supervision of, the Consultant. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the Consultant and Contractor, keeping the Owner advised as necessary. The Construction Representative will generally communicate with the Owner with the knowledge of and under the direction of the Consultant. The Consultant's Construction Representative responsibilities will include the following:

1. Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the Consultant in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
2. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the Consultant of any special conditions encountered.
3. Coordinate with the Consultant in advance of scheduled major inspections, tests, and system startups. Verify that appropriate Owner personnel are present and that adequate records are kept for necessary testing.

4. Prepare daily observation reports recording all pertinent information such as the Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, changed conditions, site visitors, daily activities, and decisions.
5. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.

Duties and responsibilities excluded from the Consultant's services, unless authorized by contract amendment, include the following:

- On-site involvement for the project bid opening.
- Quality control/quality assurance testing.
- WSDOT permits for the work.

**EXHIBIT B
CITY OF WHITE SALMON, WASHINGTON
JEWETT BOULEVARD MANHOLE IMPROVEMENTS
WATER AND WASTEWATER ENGINEERING SERVICES
HOURLY FEE PROPOSAL**

Task Description	Senior Eng VI-VII \$195	S. Eng. IV-V \$185	Proj. Eng III-V \$145	Senior Tech II-V \$110	QA/QC Review \$180	CADD \$110	Task Total Cost
TASK 1 - MANHOLE INVENTORY	2	20	12		2	8	
Site Visit for Inventory Memorandum with Findings and Recommendations							
TOTAL TASK 1	2	20	12	0	2	8	\$ 7,070
TASK 2 - DESIGN	2	40	48		2	60	
Prepare Draft Drawings and Specifications Prepare Final Drawings and Specifications							
TOTAL TASK 2	2	40	48	0	2	60	\$ 21,710
TASK 3 - BID AND AWARD PHASE SERVICES	2	12	10				
Answer Bid Questions and Prepare Addendums Review Bids Engineer's Recommendation for Received Bids							
TOTAL TASK 3	2	12	10	0	0	0	\$ 4,060
TASK 4 - CONSTRUCTION MANAGEMENT AND ADMINISTRATION	2	50	32			6	
Submittal Reviews Construction Meetings Prepare Change Orders and Application for Payments Resident Observer Services							
TOTAL TASK 4	2	50	32	0	0	6	\$ 14,940
TASK 5 - CONSTRUCTION OBSERVATION		8		240			
On-Site Project Observation							
TOTAL TASK 5	0	8	0	240	0	0	\$ 27,880

Total Estimated Labor Costs \$ 75,660

DIRECT COSTS

Mileage \$ 1,200
Lodging \$ 400
Reimbursable Costs \$ 1,600
Subtotal \$ 3,200

TOTAL PROPOSED PROJECT BUDGET \$ 78,860

File Attachments for Item:

B. Personal Services Contract, Anderson Perry - Amendment No. 2 Task Order - Garfield Water Main Improvements (\$24,030 increase of \$8,739)



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: June 2, 2021
Agenda Item: Personal Services Contract, Task Order Amendment No. 2 –
Anderson Perry – Garfield Water Line Improvements
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Authorization for approval through consent agenda.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda then proposed motion is as follows:

Move to authorize the Mayor to sign task order amendment for Anderson Perry engineering services related to the Garfield Water Line Improvements project.

Explanation of Issue

The city has approved a task order and an amendment to the task order for engineering services related to the Garfield Water Line Improvements project. The scope of work did not include construction engineering services which are needed for the project. Amendment No. 2 amens the Scope of Work and increases the cost of engineering services from \$15,300 (approved with Amendment No. 1) to \$24,030.

Staff Recommendation

Staff recommends approval of task order amendment #2 with Anderson Perry for the Garfield Water Line Improvements project.

EXHIBIT A

AMENDMENT NO. 2 CITY OF WHITE SALMON, WASHINGTON GARFIELD AVENUE WATER MAIN IMPROVEMENTS ENGINEERING SERVICES

SCOPE OF WORK

**Modifications are shown as underlined or strikethrough.*

BACKGROUND

The City of White Salmon (OWNER) needs to replace the existing 3-inch diameter steel water main on NW Garfield Avenue between NW Washington Street and NW Lincoln Street prior to street improvements being constructed on NW Garfield Avenue.

The proposed new water main would be 8-inch diameter starting near the northwest intersection of NW Garfield Avenue and NW Lincoln Street, extending north on NW Garfield Avenue, then east to the tee connection near the intersection of NW Washington Street and Michigan Avenue, and connecting to the existing 3-inch diameter water main that serves customers on NW Washington Avenue to the west of Garfield Avenue. Total length of proposed water main for this section is approximately 465 linear feet.

The OWNER has expressed interest in having a bid alternate for installing new 8-inch diameter water main on NW Washington Street, west of Garfield Avenue, with a fire hydrant installed on the west end of this water main. Total length of this portion of the water main improvements is approximately 235 linear feet.

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT) AND OWNER

The CONSULTANT will develop bid documents for the proposed work suitable for the OWNER to solicit bids from their Small Works Roster. The bid documents will include the following.

- **Bidder's Packet** – Includes Bid Form and Bid Bond.
- **Advertisement** – Includes general description of project and information needed for submission of bids.
- **Agreement and General Conditions** – As provided by the OWNER.
- **General Requirements and Technical Specifications** – Based on OWNER's Developer Standards (adopted September 8, 2018).
- **Drawings and Photos** – Aerial figure of proposed water main alignment, and photographs of selected areas of the alignment, all or part of the OWNER's standard water system details, and other detail drawings needed to describe the work.
- **Surveying or detailed design.**
- **Detailed drawings** (i.e., plan and profile sheets showing known underground utilities and possible conflicts)

- **Bid opening and review.**
- **Construction Administration** - Includes preparation of change orders and Record Drawings based on information provided by the OWNER and Contractor, review of the Contractor's disinfection procedures, pressure test results, and bacteriological tests, and periodic review of construction (when available on site).

The CONSULTANT will answer technical questions on the bid documents and issue addendum(s) as needed.

Duties and responsibilities excluded from the CONSULTANT's services, unless authorized by contract amendment, include the following:

- Pre-bid meeting on site.
- ~~Bid opening and review.~~
- Preconstruction meeting attendance or preparation of notes.
- ~~Construction administration, including on-site review of the construction work, processing of partial and final payments and change orders, and Record Drawings.~~ of the project other than those listed above. Excluded services include processing of partial/final payments, reviewing or compiling certified payroll documentation, and witnessing pressure test and bacteriological sampling.



EXHIBIT B

AMENDMENT NO. 2
 CITY OF WHITE SALMON, WASHINGTON
 GARFIELD AVENUE WATER MAIN IMPROVEMENTS
 ENGINEERING SERVICES - AMENDED

**Modifications are underlined.*

<u>Classification</u>	<u>Estimated Hours</u>	<u>Rate</u>	<u>Cost</u>
Senior Engineer VI-VIII	<u>5</u>	\$ 200	\$ 1,000
Senior Engineer IV-V	<u>70</u>	\$ 185	\$ 12,950
Project Engineer III-V	8	\$ 145	\$ 1,160
Senior Technician II-V	<u>30</u>	\$ 110	\$ 3,300
Senior Engineer II	6	\$ 160	\$ 960
Professional Surveyor IV-V	8	\$ 160	\$ 1,200
Survey Crew Chief I-III	16	\$ 90	\$ 1,440
Survey Technician I-III	16	\$ 75	\$ 1,200
		Labor Subtotal	\$ 23,210
		<u>Mileage, Equipment, Lodging, Per Diem, Etc.</u>	\$ 820
		TOTAL PROJECT BUDGET	\$ 24,030

File Attachments for Item:

C. Personal Services Contract, Task Order - Gray & Osborne, Jewett Roundabout Illumination Study (\$3,500)



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: June 2, 2021
Agenda Item: Personal Services Contract, Task Order - Gray & Osborne, Jewett Roundabout Illumination Study
Presented By: Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator

Action Required

Authorization for approval through consent agenda.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda then proposed motion is as follows:

Move to authorize the Mayor to sign task order for Gray & Osborne providing engineering services for developing an illumination study for the Jewett Roundabout project.

Explanation of Issue

The City must obtain approval from Washington Department of Transportation for the engineering related to the Jewett/Garfield roundabout. One of the things, WSDOT is requiring is an illumination study. The city has a master contract with Gray & Osborne for transportation engineering. Attached is a scope of work and cost for the project not to exceed \$3,500.

Staff Recommendation

Staff recommends approval of task order with Gray & Osborne for engineering services to develop an illumination study for the Jewett/Garfield Roundabout.

**AMENDMENT NO. 2
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, by and between the City of White Salmon, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) April 2, 2020, for additional services related to the On-Call Engineering Services.

Garfield Avenue and Jewett Boulevard (SR 141) Illumination Study

See the attached Exhibit A and Exhibit B for scope and fees. For a not-to-exceed cost of \$3,500.

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF WHITE SALMON

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 5/27/21

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A

SCOPE OF WORK

CITY OF WHITE SALMON GARFIELD AVENUE AND JEWETT BOULEVARD (SR 141) ILLUMINATION STUDY

PROJECT OBJECTIVE

The City of White Salmon (CITY) desires to retain professional engineering services from Gray & Osborne (CONSULTANT) to prepare an analysis of the existing and proposed illumination system located at the intersection of Garfield Avenue and Jewett Boulevard (SR 141). The analysis shall be in compliance with applicable WSDOT standards for illumination design as defined in the WSDOT Design Manual.

The analysis will be completed to determine lighting levels for the existing configuration of the intersection, and for the proposed intersection with traffic calming circle. The design of the proposed intersection will be supplied by the CITY to the CONSULTANT. The scope of this work will include only the analysis of the existing and proposed conditions to determine lighting levels and their conformance with WSDOT design standards. This fee does not include electrical design to replace or install new facilities that may result from the analysis.

Additionally, the CITY may retain the CONSULTANT to provide electrical design services for proposed lighting modifications at the CITY'S further option. Since these services cannot be reasonably determined at this time, and should the CITY desire to exercise this option, the CONSULTANT shall prepare an amendment to this Agreement after the design documents are complete and approved by the CITY.

SCOPE OF WORK

The CONSULTANT will perform the following scope of work:

1. The CONSULTANT shall provide overall project management of design services, deliverables, schedule, and budget.
2. The CONSULTANT shall coordinate receipt of AutoCAD base map files with the CITY Clerk/Treasurer. The files will contain the existing and proposed design configuration of the intersection geometry. The CONSULTANT will review the files and request additional information as required.
3. The CONSULTANT shall conduct a field investigation of the subject intersection and vicinity. The CONSULTANT will note the type(s) of illumination poles, fixtures, and other illumination features. The CITY will provide any known information to the CONSULTANT about the

existing illumination system, including contact information for the utility provider if the illumination system is not owned by the CITY.

4. The CITY will provide desired illumination standards for future improvements to the CONSULTANT. These will include pole types, mounting arm types and lengths, and fixture types/styles.
5. The CONSULTANT shall prepare preliminary (60 percent) and final (100 percent) documents in the form of a technical memorandum for the CITY'S review and comment. Incorporate applicable comments at 60 percent review level. The technical memorandum will include:
 - a. The area for the analysis includes the intersection in its entirety, and a distance of 100 feet from the center of the intersection along each leg.
 - b. Illumination uniformity and lighting level calculations for the subject intersection and all legs using AGI32 software for the existing and proposed conditions.
 - c. Comparison of the illumination levels to the standard illumination levels identified in the WSDOT Design Manual.
 - d. Identification of areas with deficient illumination (if applicable).
 - e. Up to two improvement scenarios to identify potential additions/revisions to the illumination system to address identified deficiencies. This item includes only general recommendations and does not include electrical system design.
6. The CONSULTANT shall provide internal quality assurance/quality control (QA/QC) review of bid/construction documents by the Principal-in-Charge and key team members.
7. The CONSULTANT will coordinate submittal of the illumination study to WSDOT for approval. Any fees associated with WSDOT's review of the study will be paid by the CITY.
8. The CONSULTANT will revise the study to incorporate WSDOT comments as needed.

Assumptions

1. **Topographic survey:** It is assumed that a topographic field survey of the project site will not be completed by the CONSULTANT. It is assumed that any topographic information needed will be provided by the CITY within the AutoCAD drawings of the existing and proposed intersection.
2. **Roadway Geometry:** It is anticipated that the CITY will provide the design of the proposed intersection to the CONSULTANT in AutoCAD formatted drawings. The drawings will include:

- a. Planned alterations to the curbs, gutters, curb ramps, cross walks, and other roadway features to be installed.
 - b. Information about the proposed finished vertical grade of the roadway.
 - c. The location(s) of any known light poles and other illumination system components that are either existing, or proposed.
 - d. The location of the right-of-way of the intersecting streets, including any areas that will be acquired as part of the project.
3. **Permits:** It is anticipated that no permits will be required as part of this work.
 4. **WSDOT Approval:** It is anticipated that the CITY will submit the information determined by this analysis to WSDOT for approval.
 5. Light pole base design is not included in this scope of work. As such, a geotechnical survey and report will not be required.

DOCUMENTS TO BE FURNISHED BY THE CONSULTANT

- One (PDF) copy of each of the illumination analysis memorandum for each submittal phase (90 percent and 100 percent).
- Two hard copies of the final documents.
- Miscellaneous correspondence with WSDOT and paperwork/forms as needed to obtain WSDOT approval.

ILLUMINATION DESIGN SERVICES

The CONSULTANT shall provide illumination design services as may be further desired by the CITY and at the CITY'S option. If the CITY elects to exercise this option, the CONSULTANT shall prepare a scope and fee for this additional work for the CITY'S review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the analysis phase as a contract supplement. The CONSULTANT will also be entitled to subcontract work to a qualified firm as further approved by the CITY.

EXHIBIT B

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of White Salmon - Garfield Avenue and Jewett Boulevard (SR 141) Illumination Study

Tasks	Project Manager Hours	Civil Eng. Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
1 Project Management			
2 Obtain Background information/Site Visit	1	4	
3 Complete Illumination Study Memorandum			
a. Prepare 60 Percent Submittal		8	2
b. Prepare Final (100 Percent) Submittal	1	2	2
4 Prepare WSDOT Submittal Info	1	2	
5 Complete QA/QC Review	1	2	
Hour Estimate:	4	18	4
Fully Burdened Billing Rate Range:*	\$125 to \$205	\$93 to \$135	\$50 to \$134
Estimated Fully Burdened Billing Rate:*	\$145	\$130	\$112
Fully Burdened Labor Cost:	\$580	\$2,340	\$448

Total Fully Burdened Labor Cost:	\$	3,368
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ current IRS rate)	\$	132
TOTAL ESTIMATED COST:	\$	3,500

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

File Attachments for Item:

D. Personal Services Contract, Zaya - Communications Outreach Support, \$100 per hour



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: June 2, 2021
Agenda Item: Personal Services Contract, Zaya LLC – Communications Outreach Support (up to \$9,000)
Presented By: Jan Brending, Clerk Treasurer and Marla Keethler, Mayor

Action Required

Authorization for approval through consent agenda.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda then proposed motion is as follows:

Move to authorize the Mayor to sign personal services contract with Zaya LLC for communications outreach support at \$100 per hour for up to \$9,000 for services for 2021.

Explanation of Issue

The City issued a Request for Qualifications for communications outreach support. The City received the attached proposal from Zaya LLC. Zaya would provide communications outreach support at \$100 per hour. The city's budget provides for \$9,000 per year so this would allow an average of approximately 13 hours of service each month.

Staff Recommendation

Staff recommends approval of personal services contract with Zaya LLC for providing communications outreach support to the city.

**CITY OF WHITE SALMON
PERSONAL SERVICES CONTRACT**

This contract is between the City of White Salmon and Zaya LLC, hereafter called Contractor. City's Contract Administrator for this contract is Jan Brending, Clerk Treasurer.

Effective Date and Duration

This contract shall become effective on the date at which every party has signed this contract. This contract shall expire, unless otherwise terminated or extended on December 31, 2021.

Statement of Work

(a) The scope of work and Special Terms and Conditions (if any) are contained in Exhibit A attached hereto and by this reference made a part hereof.

Consideration

- (a) City agrees to pay Contractor up to \$9,000 at \$100 per hour for time incurred in the performance of duties as identified in Exhibit A, Request for Proposals and Exhibit B, Statement of Qualifications Submission.
- (b) Monthly invoices shall be submitted to the City itemizing all time incurred as Communications Outreach Support to the City, breaking down expenses by project.

Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by both parties.

Terms and conditions listed on page two

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Zaya LLC

Address 5 Dawn

White Salmon, WA 98672

UBI #: 604 265 514

Phone:

Email: diana@zayadigital.com

Citizenship:	Non resident alien	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
Business Designation (Check one):		<input type="checkbox"/>	Individual	<input type="checkbox"/>	Sole Proprietorship
		<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Estate/Trust
		<input checked="" type="checkbox"/>	Corporation	<input type="checkbox"/>	Public Service Corporation
		<input type="checkbox"/>	Governmental/Nonprofit		

Payment information will be reported to the IRS under the name and taxpayer ID number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 31 percent backup withholding.

I, the undersigned: agree to perform work outlined in this contract in accordance to the terms and conditions (listed on the front and backside and made part of this contract by reference) and the statement of work made part of this contract by reference hereby certify under penalty of perjury that I/my business am not/is no in violation of any Washington tax laws; and thereby certify I am an independent contractor. As noted in No. 21 of the Standard Contract Provisions, where required for Federal funding, Contractor certifications and signatures apply to Exhibits C and D.

Approved by the Contractor:

Signature

Date

Approved by the City:

Marla Keethler, Mayor

Date

STANDARD CONTRACT PROVISIONS FOR PERSONAL SERVICES (NON-PERS MEMBERS)

1. Retirement System Status

Contractor is not a contributing member of the Public Employees' Retirement System and is responsible for any federal or state taxes applicable to any comprehensive or payments paid to contractor under this contract. Contractor is not eligible for any benefits from these contract payments of federal Social Security, unemployment insurance, or workers compensation except as a self-employed individual.

2. Effective Date and Duration

The passage of the contract expiration date (as recorded on reverse side) shall not extinguish, prejudice or limit either party's right to enforce this contract with respect to any default or defect in performance that has not been cured.

3. Government Employment Status

If this payment is to be charged against federal funds, Contractor certifies it is not currently employed by the federal government.

4. Subcontractors and Assignment

Contractor shall not enter into any subcontractors for any other work scheduled under this contract without prior written consent of the City. Subcontractors exceeding \$20,000 in cost shall contain all required provisions of the prime contract.

5. Dual Payment

Contractor shall not be compensated for work performed under this contract by any other municipality of the State of Washington.

6. Funds Available and Authorized

City certifies at the time of contract execution that sufficient funds are available and authorized for expenditure to finance costs of this contract within the City's appropriation or limitation.

7. Termination

- (a) This contract may be terminated by mutual consent of both parties, or by the City upon 30 days' notice in writing and delivered by certified mail or in person.
- (b) City may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the City, under any of the following conditions:
 - (i) If City funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quality of services. The contract may be modified to accommodate a reduction in funds.
 - (ii) If federal or state regulations or guidelines are modified, changes or interpreted in such away that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - (iii) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked or no renewed. Any such termination of this contract under subparagraphs 7(a) or 7(b) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- (c) The City may terminate the whole or any part of this agreement by written notice of default (including breach of contract) to the Contractor.
 - (i) If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof, or
 - (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the City, fails to correct such failures within 10 days or such other period as the City may authorize.

The rights and remedies of the City provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provide by law or under this contract.

8. Access to Records

City, the Secretary of State's Office of the State of Washington, the federal government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts of the period of three (3) years after final payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by City.

9. State Tort Claims Act

Contractor is not an officer, employee or agent of the State or City as those terms are used in RCW 4.96.020.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract.

11. Indemnification

- (a) Indemnity-Claims for Other than Professional Liability
Contractor shall defend, save and hold harmless the City their officers, agents and employees from all claims, suites or actions of whatsoever nature, including international acts resulting from or arising out of the Contractor or its subcontractors, agents or employees under this agreement. The Contractor waives, with respect to the City, its immunity under industrial insurance, Title 51 RCW. This waiver has been mutually negotiated by the parties. This indemnification shall survive the expiration or termination of this Agreement.
- (b) Indemnity-Claims for Professional Liability

Contractor shall defend, save and hold harmless the City, their officers, agents and employees, from all claims, suits or actions arising out of the professional negligent acts, errors or omissions of Contractor or its subcontractors and subconsultants, agents or employees in performance of professional services under this agreement.

12. Insurance

- (a) Liability Insurance. Contractor shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of he contractor, the City, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring in the course of or in any way related to Contractor's operations, in an amount not less than \$1,000,000.00 combined single limit per occurrence. Such insurance shall name the City as an additional insured with a coverage endorsement at least as broad as ISO CG 20 10 10 01.
- (b) Workers' Compensation Coverage. Contractor certifies that Contractor has qualified for State of Washington Workers' Compensation coverage for all Contractor's employees who are subject to Washington's Workers' Compensation statute, either as a carrier-insured employer as provided by RCW Chapter 51 or as a self-insured employer.
- (c) Certificates. Within 10 calendar days after full execution of this contract, Contractor shall furnish the City with certificates evidencing the date, amount, and type of insurance required by this contract. All policies shall provide for not less than thirty (30) days' written notice to the City before they may be canceled.
- (d) Primary Coverage. The coverage provided by insurance required under this contract shall be primary, and shall not seek contribution from any insurance or self-insurance carried by the City.

13. Ownership of Work Product

All work products of the Contractor which result from this contract are the exclusive property of the City.

14. Nondiscrimination

Contractor agrees to comply with all applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americana with Disabilities Act of 1990 (Pub L No. 101-336) including Title II of that Act, and all regulations and administrative rules established pursuant to that law.

15. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

17. Force Majeure

Neither party shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond such party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance or its obligations under the contract.

18. Severability

The parties agree that if any terms or provisions of this contract is declared by the court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular terms or provisions held to be invalid.

19. Errors

The contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

20. Waiver

The failure of the City to enforce any provisions of the contract shall not constitute a waiver by the City of that or any other provision.

21. Other Requirements

When federal funds are involved in this contract, Contractor Debarment and Non-Collusion certifications and signatures apply to Exhibit C and D.

22. Governing Law

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Washington. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Washington, Skamania County.

23. Attorney Fees

The prevailing party shall be entitled to reasonable attorney fees at trial and on appeal in an action brought with respect to this contract.

24. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THE CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE IF MADE, SHALL BE EFFECTIVE ONLY IN SPECIFIC INSTANCES AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS CONTRACT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.



Communications Outreach Support 2021 Statement of Qualifications Submission



Who We Are

Marketing professionals
with deep experience across Fortune 500 companies,
start-up brands, boutique marketing firms,
and top media agencies.



Why Us?

Because of our value...and our values.

Zaya's Value

1. Expertise and Professionalism

This isn't our first rodeo, and it shows. We hire only vetted pros to ensure effectiveness and efficiency.

2. Flexible Staffing

Our model allows for fractional headcounts, so you get the service you need, in the increments you need it.

3. Forget the Overhead

With our small, remote workforce, our resources go toward our work, not toward rent and upper management.

Zaya's Values

1. Detailed Execution, Big-Picture Thinking

Our scope doesn't live in a silo. We integrate with your team so our work can have maximum impact.

2. Marketing Nerd Alert

It's a digital world, and we love it because we love data. There is no "set it and forget it" for us. We continuously optimize our efforts with data-driven decisions.

3. Digital for Social Good

Zaya's client work helps support our partnerships with organizations doing work in **Education**, **Environment**, and **Equality** who couldn't otherwise afford premium agency fees.

City of White Salmon's Needs



Communications
Strategy



Copywriting



Graphic Design

How Zaya Will Meet Those Needs



Digital-First Approach

- **Marketing mentality**
Meet people where they already spend time
- **Instant feedback**
Two-way communication to keep tabs on sentiment
- **Advertising**
Consider small investments in paid social for cost-effective exposure to all residents



Balanced Personality

- **The right voice**
Professional but approachable; polished but engaging
- **Rise above the noise**
Capture and keep attention
- **To-the-point**
Communicate succinctly for maximum impact



Visual Personality

- **Eye candy**
Fresh, compelling, digital-first
- **Uniquely White Salmon**
Consistent and recognizable as being on-brand for the city

White Salmon's Zaya Team

→ Strategy and Copywriting

Diana Klochkova
Zaya Founder



Overview:

- BZ Corner/White Salmon resident for over 3 years
- Deeply passionate about making our dynamic and diverse community a place that everyone is proud to call home
- Former volunteer with KCFD3, White Salmon pool fundraising volunteer
- 15 years of marketing and communications experience

Experience includes:

- 3 years running Zaya, advising a variety of purpose-driven businesses
- 5 years as co-founder of Rebel Ventures, advising pro sports teams and leagues (FIFA, Real Madrid, NBA, LA Rams, etc.) on content strategy
- 4 years in marketing leadership with Fortune 500 brands like Twitter, Levi's, Nissan, CBS, Hawaii Visitors and Convention Bureau, Nest, Nike, and Apple

Writing samples:

- <https://www.sporttechie.com/5-unique-examples-of-the-nba-getting-creative-with-digital-content-during-the-playoffs/>
- <https://www.adweek.com/performance-marketing/craig-howe-diana-klochkova-rebel-ventures-guest-post-mlb-advanced-media-2015-postseason/>

White Salmon's Zaya Team

→ Graphic Design

Shawn Miller
Designer and Illustrator



Overview:

- Supports all design needs including logos, social media templates, website assets/banners, informational handout layouts, and other design needs for both digital and analog formats

Experience includes*:

- Waze
- Puccini Group
- Popular small businesses throughout San Francisco and Hawai'i

**PDF portfolio to be provided separately*



"what puts the line

in "line drive"? What causes a tennis ball, endowed with top spin, to skip like a school child? What causes a football to spiral like a galaxy? The answers and so much more are what make StarTalk Playing with Science entertaining, informative, and addicting."

StarTalk



Under the successful umbrella of the award-winning StarTalk brand, and the third show on the StarTalk Podcast Network, Playing with Science teases out the science behind some of sport's most iconic moments, from the home run and the star baseball to the StarTalk moments

Now in their second season, Chuck and Gary have covered (or will cover this season) every major sport, including basketball (college and



Zaya Fee Structure

Two key principles guide Zaya's approach to fee structure:

Flexibility & Simplicity

Zaya works under an established blended hourly rate, applicable across the team. This permits clients to tap into Zaya experts as needed, even as support requirements change from month to month, or as needs shift more broadly over time.

Transparency & Client Control

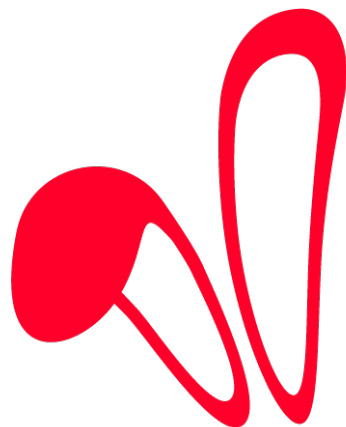
Nobody likes to be surprised by fees. To create predictability, Zaya works toward established monthly benchmarks for total team hours. Pacing can be shared as often as weekly, allowing clients to scale requests up or down in accordance with budgets.

Zaya x City of White Salmon Fees

We would be thrilled to support the City of White Salmon's communication efforts, and we understand that you have an obligation to tax payers to spend budgets efficiently.

Our typical fees of \$120-200 per hour are aligned to market rates and reflect our level of expertise and effectiveness, but for clients who align to our mission of supporting Education, Environment, and/or Equality, we are able to discount fees to \$100 per hour.

Role	2021 Hours	2021 Fees
Strategy and Copywriting		
Graphic Design	120	\$12,000
Additional Capabilities <i>as desired by client</i>		
Total	120	\$12,000



THANK YOU!

We hope to have the opportunity to work with you.

SJKMiller

City of White Salmon Proposal.

April 22nd, 2021

OPEN SAUCED

The Path to Your Next Open Source Contribution.

- Creative Direction & Design
- Scope / Logo System / Brand Standards Manual / Typography, Color / Illustration
- 06/06/2019

Open Sauced provides guidance on-boarding for new contributors. Our approach towards open-source on-boarding offers a way to track contributions through GitHub GraphQL API powered dashboard.



The Logo

--
A living evolving identity that is powered by its users. Grounded by its bold colors and weight; contrasted by an ever-evolving digital landscape. Made for newcomers, Open Sauced helps to gather, organize and work on the projects they want. All the while building a community of collaborators that share the same ideas and values as they do.

To match the innovative and ever-evolving digital landscape of open sourced programming, the logo combines an anchored typographic mark with a unique and evolving secondary typographic mark. The combination of the two pieces creates a unique visual identity that emulates and captures the feeling and scope of its namesake.

Incorporating human concepts like growth and evolution, juxtaposed by the rigid structure of the digital world; we've created a mark that truly represents its users. Simply put, it's an open sourced logo getting lost in the sauce of the open sourced world.



VERITABLE VEGETABLE

2019 Annual Report

— Creative Direction & Design

— Scope / Layout + Grid System / Type + Character Styles / Photo Styling

— 02/04/2020

As an annual report, our solution had to be practical with a visual system that stands out through its simplicity and readability. We focused on streamlining the grid system and defining the visual styling for the infographics by simplifying them down to their most minimal state. This allowed us to punch up the info to be read easily without distraction while letting the visual add texture and context to the page.



Veritable Vegetable

California Benefit Corporation

2019 Annual Report



Assessment

We strive to continually improve our performance at every level of the company. By undergoing an assessment every three years, we have the opportunity to measure progress, benchmark against other B Corps, and a means by which we can demonstrate transparency to our business partners and greater community. Since our initial certification in March 2014, our overall score on B Lab's B Impact Assessment rose 27.8% to an overall score of 112 out of 200 in 2018. We will complete our next Assessment in 2021.

B Impact Report March 2019

	Veritable Vegetable Score	Median Score
Environment	30	7
Workers	23	18
Customers	16	N/A
Community	27	17
Governance	16	6
Overall B Score	112	51

Environment

Environmental sustainability informs every aspect of our company from choices regarding cleaning supplies to our use of renewable energy. In 2016, we became a certified California Green Business which demonstrates our unwavering commitment to conserving resources, building community, and maintaining the health and safety of our staff. This certification ensures our environmental practices align with our culture of and deep commitment to environmental sustainability.

Maintaining an environmentally sustainable fleet reflects a deeply ingrained commitment to reducing our impact on the environment. Our fleet includes trucks with hybrid refrigeration units and other technologies to reduce CO2 emissions and our overall carbon footprint. In 2017, we started fueling our trucks with renewable diesel. Since then, we've reduced our greenhouse gas emissions by 10% per year. We also minimize the impact of miles driven by striving to ensure each truck is full in every direction. In 2017, we were awarded the Spare the Air Leadership award by Acterra. This award recognized our comprehensive and successful approach to reducing emissions from our fleet. In 2019, we were recognized by Food Logistics as Top Green Provider and by Heavy Duty Trucking as Top Green Fleet.

In the second half of 2019, we launched an experimental program using solar power to extend the functionality of electric auxiliary power units (APUs), and increase the longevity of electrical components of our trucks. We are also exploring a partnership with the City of San Francisco and other California agencies that will trial electric delivery trucks and tractors around San Francisco and the greater Bay Area.

We operate out of three warehouses, all of which employ environmentally sustainable materials and technologies. We utilize a 106.4 kilowatt photovoltaic system with 560 solar roof panels, which generates 25% of our electricity needs for our warehouses. We also use state-of-the-art temperature control technology, automatic high-speed roll-up doors, energy efficient ballasts, fixtures and bulbs as well as motion and lumen sensors. In 2018 we installed laser beams to create guidelines for our pallet staging area, replacing tape and paint which eliminates the use of harmful chemicals and trash going to landfill. In 2019, we joined CleanPowerSF's SuperGreen program, which means our energy now comes entirely from renewable sources.

Because of our vigorous waste management program, we divert 99% of our waste stream from landfill. In 2018, we were awarded an Ebbie Award for Sustainability from the San Francisco Chamber of Commerce for our longstanding commitment to these efforts.

We purchase environmentally-friendly cleaning supplies, and also use non-volatile organic compound paint throughout the offices and warehouse. Office furniture is sourced from renewable resources such as reclaimed wood and the insulation in our warehouses is made from shredded cotton jeans.

Beginning in 2018, we joined the Climate Collaborative to further address climate change in the areas of Food Waste, Energy Efficiency, Transportation and Policy. We were honored to receive an Outstanding Company Award from them for our comprehensive and successful approach to reducing emissions throughout our fleet and warehouses.

2019 has brought more recognition for our commitments to the environment and to the City of San Francisco. We were named a San Francisco Legacy Business, a designation reserved for businesses that have operated continuously within San Francisco's city limits for 30 years or more. We are proud that Veritable Vegetable was the first Legacy Business to join the SuperGreen program.

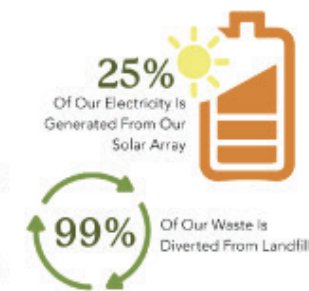
Veritable Vegetable California Benefit Corporation 2019 Annual Report

Fleet Of 30 Fuel-Efficient Vehicles

1,802,837
Total Miles Driven

155,226
Gallons Of Renewable Diesel

10%
Reduction in Greenhouse
Gas Emissions



Governance

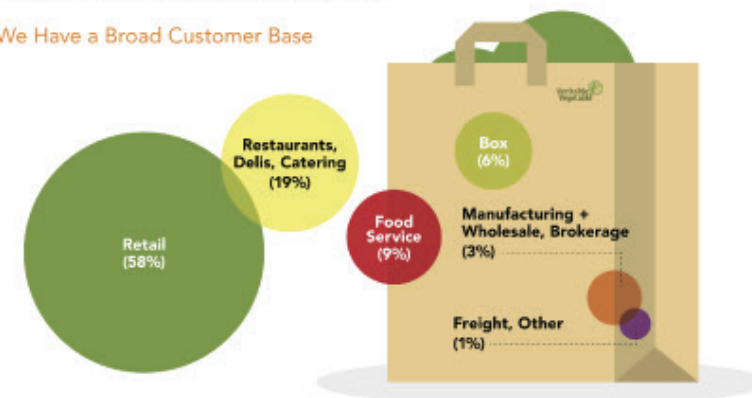
Veritable Vegetable is a women-owned business that emphasizes participatory leadership to engage staff and create a dynamic workplace. We meet regularly to keep the entire staff informed of company initiatives, and the overall health of the company. By soliciting staff participation in project-oriented focus groups, we encourage cross-department ideas on new projects. We also engage all manager and director level staff in monthly meetings where we talk about key decisions facing the company, and take a deeper look at our financials. We invest in relationships and believe in collaboration. This means that we glean best practices from others and share our own as well. We also speak at industry conferences, sit on boards and sponsor events.



Customer and Growers

As a distributor, we serve as an important hub between our growers and retailers. This means our customers are both the farmers who supply our produce, and those who purchase it. Our farmers rely on our transparent approach, highest possible prices paid for their products, and willingness to share our knowledge of market conditions. Our customers depend on an extensive selection of high quality products, reliable delivery, and timely market information. Close working relationships with our customers and growers enable us to maintain our high level of service. By maintaining the farm identity throughout the supply chain, we elevate farm labels, and provide our customers with the ability to make informed and values-based choices.

We Have a Broad Customer Base



Veritable Vegetable California Benefit Corporation 2019 Annual Report



Workers

Veritable Vegetable maintains a 4:1 wage ratio between the highest and entry level wage. We honor labor by paying workers 28% above San Francisco's minimum wage, and 6.7% above the Bay Area's living wage. We also offer an extensive benefits package, promote from within, provide professional development and foster a highly collaborative workplace. We strive to improve the quality of life for our employees both in the workplace and beyond because we believe employment doesn't end with a paycheck.

Top wage to entry wage ratio **4:1**

In addition to competitive salaries, we also offer extensive benefits to our staff, including, but not limited to: medical, dental and life insurance, socially responsible 401(k) plan, flexible holiday and leave policies, infant support benefits, commuter reimbursement, free hot meals, voting incentives and a Worker Food Program enabling staff to bring home fresh, affordable organic produce.

Although our employee census changes, we have an unusual gender balance: we are women-owned and have women across the company holding untraditional roles.

Because we believe in our community and are committed to our values, we offer comprehensive training to each member of our team. In addition to the nuts and bolts of what we do, our training consists of topics such as an overview of sustainable food systems, health and safety in the workplace, equipment use, data analytics and more. Our staff is provided the opportunity to visit farms we work with, giving them an appreciation for the labor that goes into bringing food to our warehouse, and grounding them in the larger food system. We invest in education and training as a way of developing high quality staff and leadership throughout the company. Training also contributes to creating a safer work environment.

Veritable Vegetable California Benefit Corporation 2019 Annual Report



Community

Veritable Vegetable strengthens communities through strong collaborations and deep relationships not only with our customers and growers, but also with our community partners. VV partners with community organizations, businesses and institutions to support important efforts to protect the viability of farms and increase access to fresh, organic foods in diverse communities. We donate product and logistics to community organizations, share our knowledge through education, train, and mentoring, and advocate for policies we believe are equitable and critical to transforming our food system. Additionally, we support San Francisco Unified School District Wellness Programs by providing fruit donations to school wellness centers every week. We proudly donate any edible but not sellable food to the SF-Marin Food Bank. In 2019, we donated 142,635 pounds of produce.

Veritable Vegetable California Benefit Corporation 2019 Annual Report



Conclusion

After 45 years of dedication to operating a value-driven company, becoming a Benefit Corporation has inspired us to continue improving our systems and the way in which we impact our broader community. We invite our customers and vendors to join this growing movement of using business as a force for social good. We encourage businesses to take the B Impact Assessment to highlight areas for improvement (www.bcorporation.net). Together we can change the world.

Veritable Vegetable California Benefit Corporation 2019 Annual Report



GNARLY SLICE PIZZA

Identity System and Collateral

— Creative Direction & Design

— Scope / Logo System, Typography, Color, Illustration, Social & Printed Collateral

— 29/04/2020

An independently owned and run pizzeria, Gnarly Slice's focus is simple; A good slice can make a great memory. Born out of a childhood obsession, the good ol' boys at GS are meticulous. Food brings people together and at GS, pizza is king.

A 12-hour fermented dough, moms "to-die-for secret recipe" tomato sauce, premium buffalo mozzarella; yes, we said buffalo; fresh veg and the best meats and cheeses the old Italian deli on the corner can give. Oh and don't forget the olive oil.

So come F* get some.

gnarlyslice.pizza



122 1/8 Shell Ave., TM, NT 033091
Phone# (426)922-8642



GNARLY SLICE
pizza
wordmark



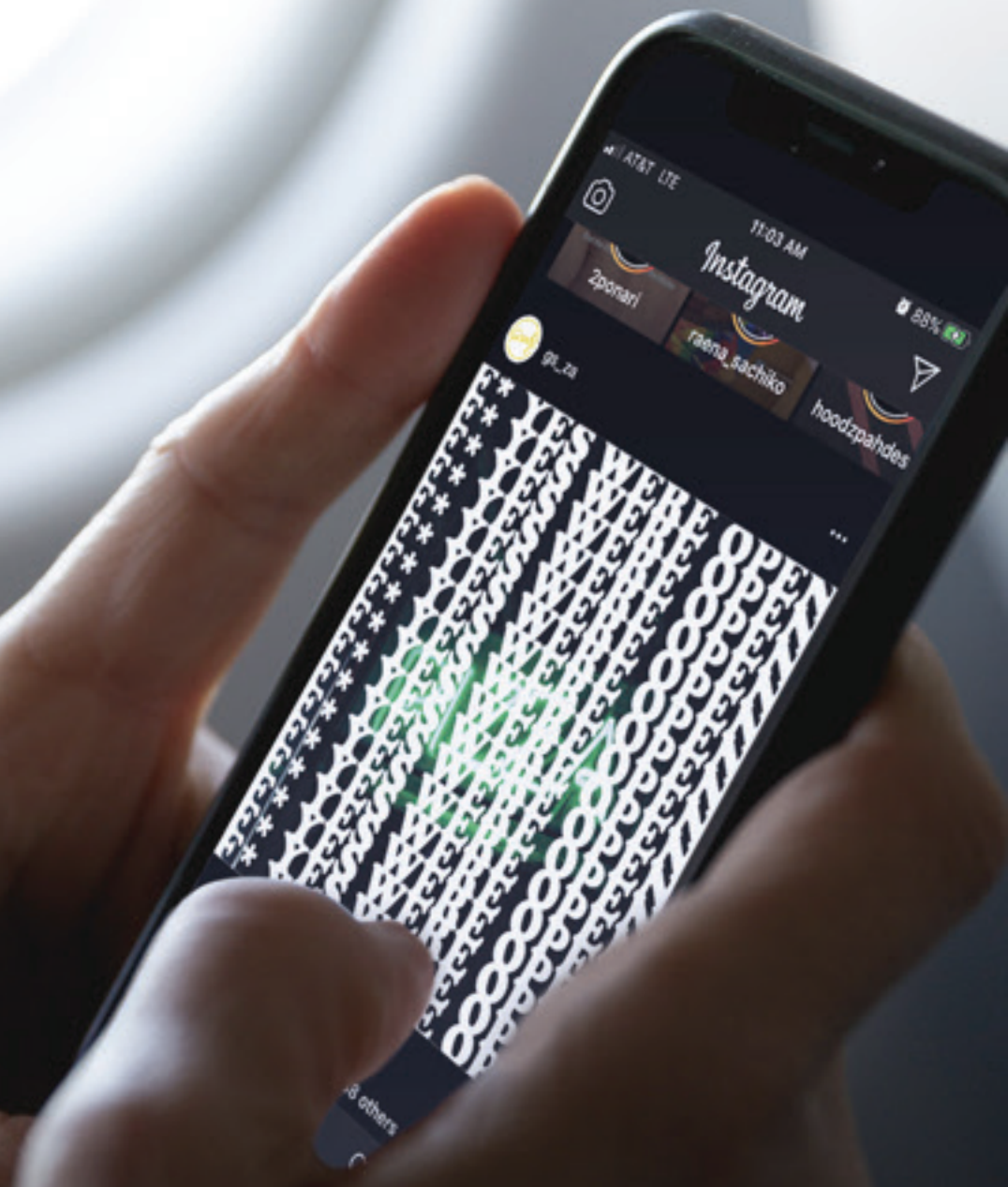
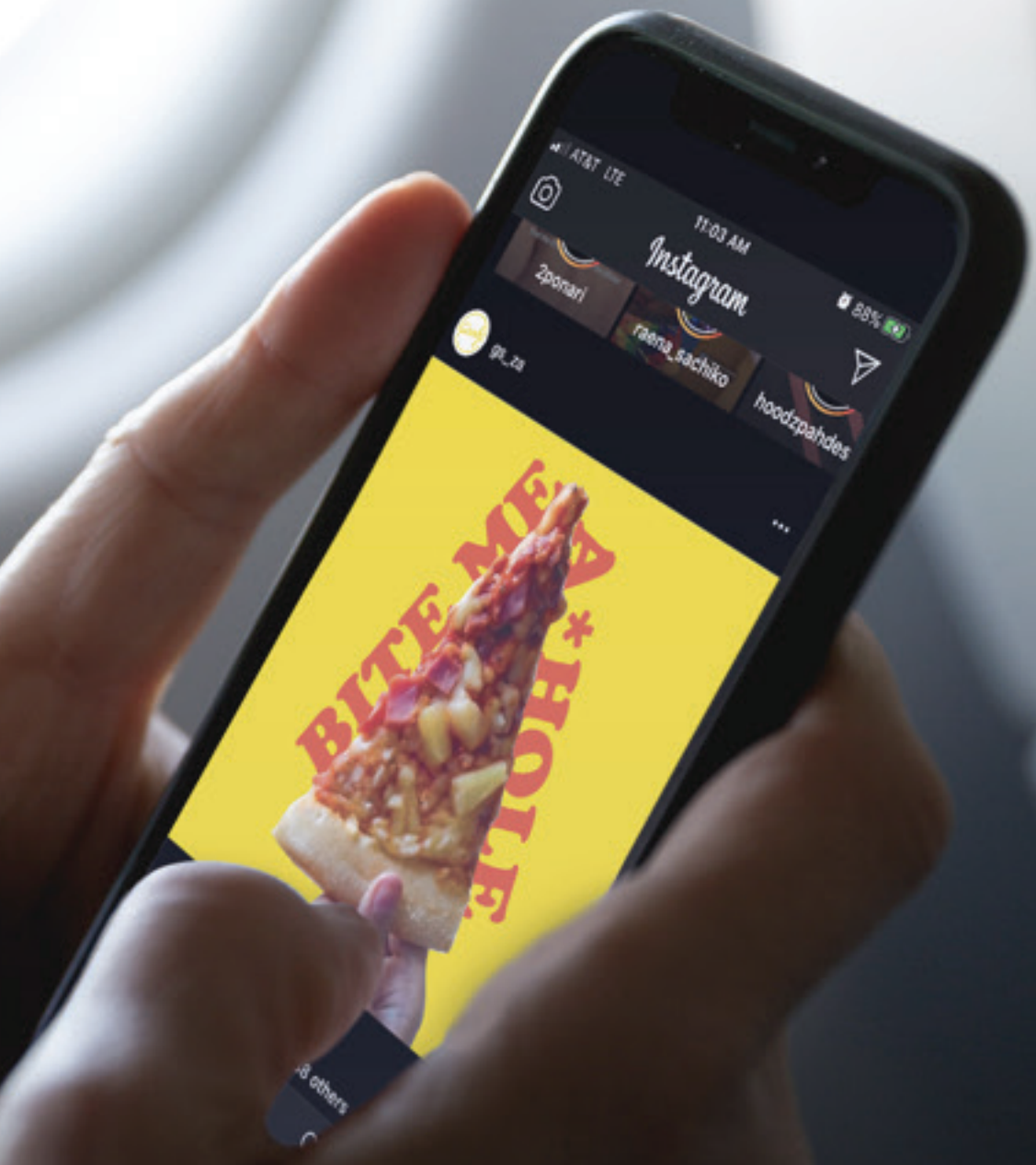
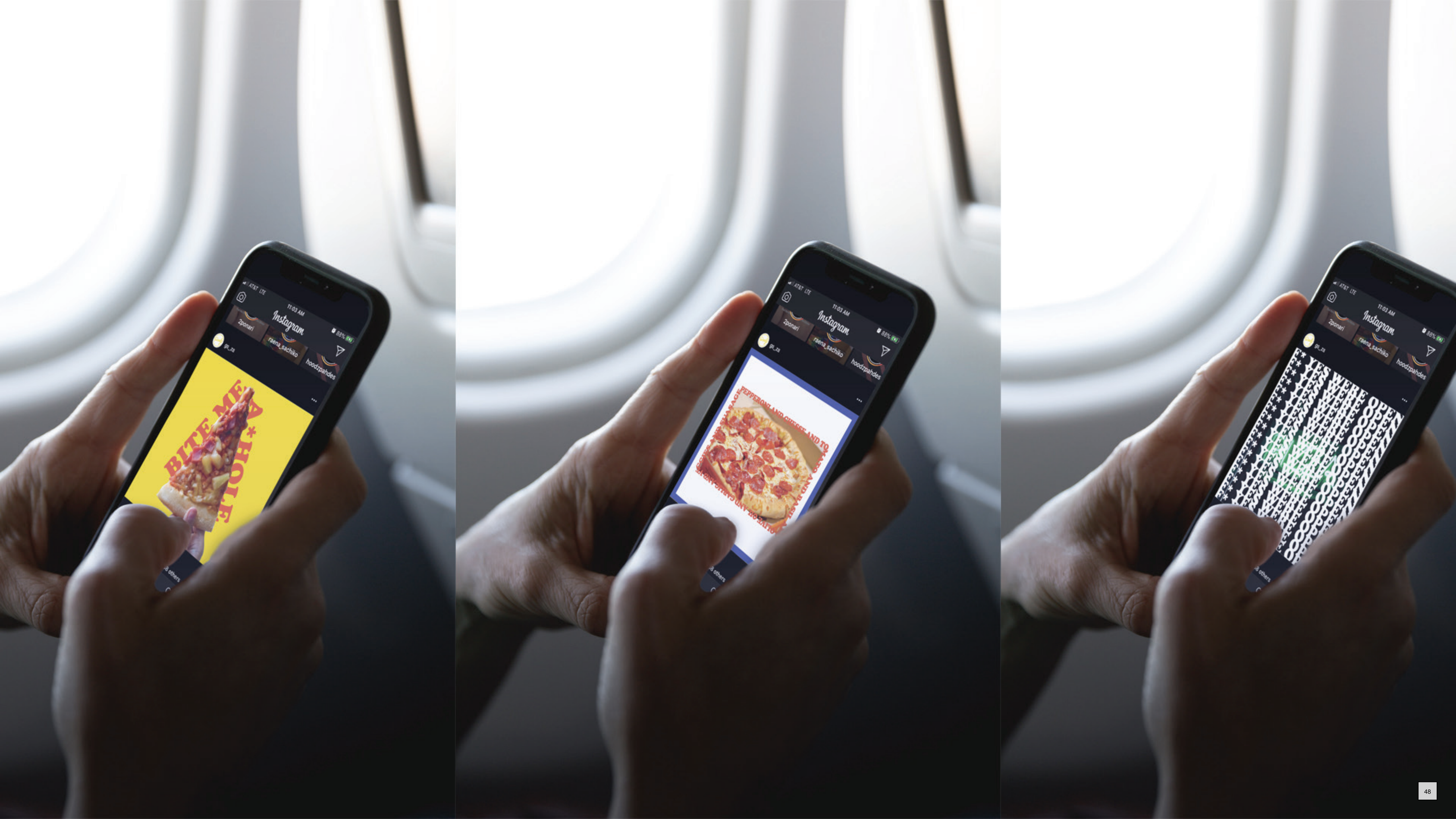
favicon



instagram / twitter / facebook



illustration



STARTALK RADIO

Social Media System

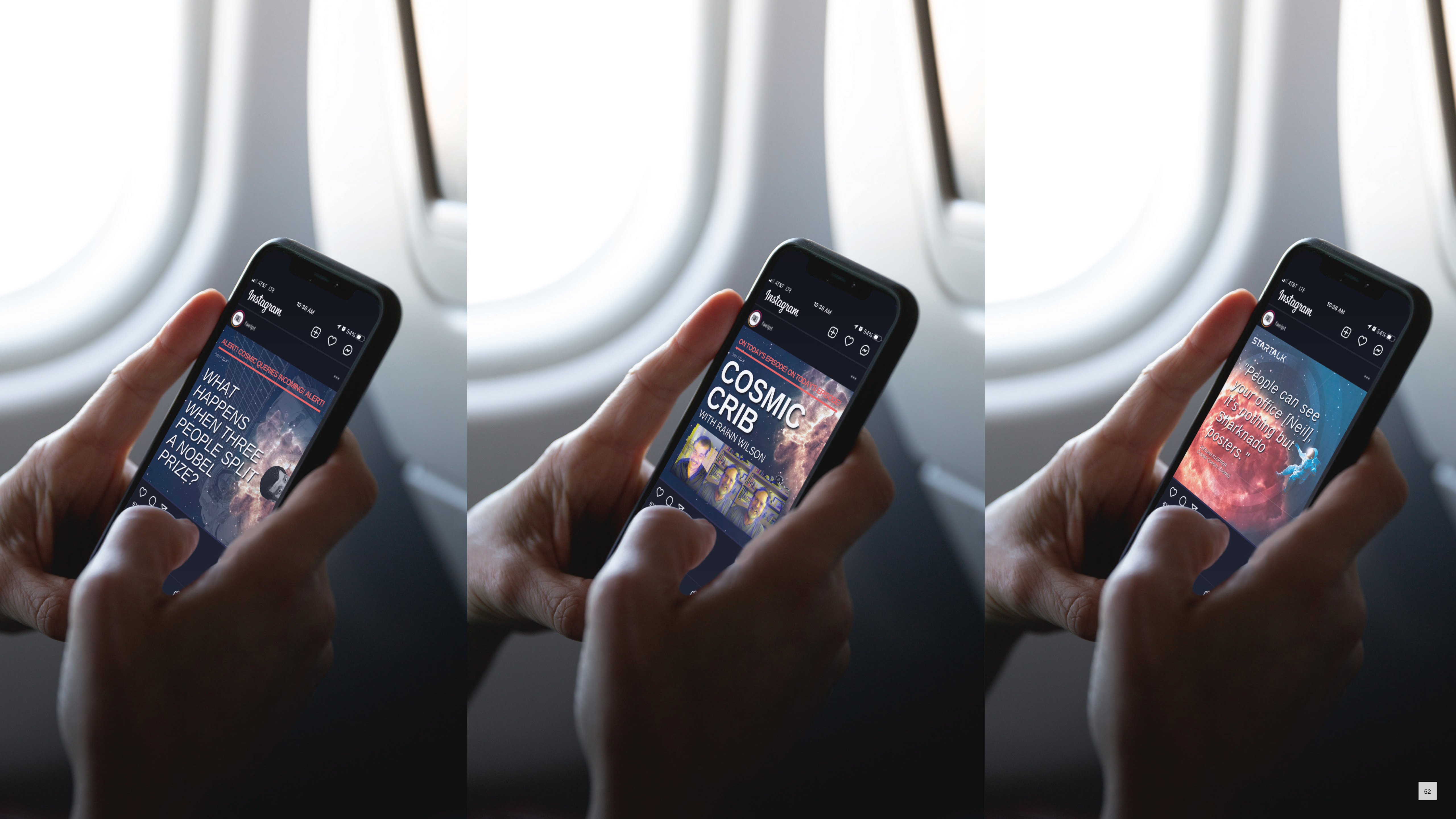
— Creative Direction & Design

— Scope / Social Media System, Typography, Color

— 05/02/2021







Instagram 10:36 AM 54%

ALERT! COSMIC QUERIES INCOMING! ALERT!

WHAT HAPPENS WHEN THREE PEOPLE SPLIT A NOBEL PRIZE?

Instagram 10:36 AM 54%

ON TODAY'S EPISODE! ON TODAY'S EPISODE!

COSMIC CRIB WITH RAINN WILSON

Instagram 10:36 AM 54%

STARTALK

"People can see your office [Neil], it's nothing but sharknado posters."

JORDAN KLEPPER
Dear Queen (Star)

File Attachments for Item:

E. Radcomp Master Services Contract and Premium Services with Cyber Security Improvements (\$5,147.51 per month)



CONSENT AGENDA MEMO

Needs Legal Review: No
Meeting Date: June 2, 2021
Agenda Item: Radcomp Master Service Agreement and Premium Services with
Cyber Security Enhancements
Presented By: Jan Brending, Clerk Treasurer

Action Required

Authorization for approval through consent agenda.

Proposed Motion

None unless pulled from consent agenda. If pulled from the consent agenda then proposed motion is as follows:

Move to authorize the Mayor to sign Radcomp Master Services Agreement and Premium Services with cyber security enhancements.

Explanation of Issue

Radcomp has been provided the city IT services for a number of years. The City and Radcomp began working on updating the Master Services Agreement several ago. The attached Master Services Agreement has been reviewed by the city's attorney and all requested changes have been incorporated. In addition, to the Master Services Agreement there is the Premium Services agreement that spells out the details of the services provided to the city. The Premium Services Agreement provide for cyber security enhancements which includes the following:

- Phishing Training Campaign
- Enhanced Antivirus
- Advanced Spam Filter and Email Malware Protection
- 2 Factor Authentication for Email
- Tagging External Emails
- Prompting when logging in with the cities' acceptable use policy (Radcomp will provide a template for the city to adopt).

Phishing emails are one of the major ways that systems are attacked by outside cyber forces. In addition, when the city was going through its annual survey for renewing its risk management insurance, the Association of Washington Cities asked a number of questions related to cyber security protections which we had to answer no that we did not have those protections in place. The cyber security enhancements provided by Radcomp will address those deficiencies. ***(Note: we have also asked AWC RMSA to provide us with a quote for insurance related to cyber security threats which is highly recommended by Radcomp and staff.)***

The City currently pays \$4,317.91 (before taxes). The new premium services would increase to \$5,147.61 (\$829.60 per month increase). This includes an increase in the basic costs the city is already receiving plus the cyber security enhancements. In addition, the city will need to pay \$1.900 for onboarding the new cyber security services.

Staff Recommendation

Staff recommends approval of the Master Services Agreement and the Premium Services With Cyber Security Enhancements Agreement.



We have prepared a proposal for you

City of White Salmon - Master Services Agreement V2

Proposal # 047757
Version 2

Prepared for:

City of White Salmon

Marla Keethler
mayor@ci.white-salmon.wa.us

City of White Salmon - Master Services Agreement V2

Prepared by:

RADCOMP Technologies

Rich Murray
866-490-2426 x223
Fax 360-844-1511
rich.murray@gorad.com

Prepared for:


City of White Salmon

PO Box 2139 100 N Main
White Salmon, WA 98672
Marla Keethler
mayor@ci.white-salmon.wa.us
15094931133

Quote Information:

Quote #: 047757

Version: 2
Delivery Date: 05/26/2021
Expiration Date: 06/18/2021

 Acceptance

City of White Salmon

RADCOMP Technologies

Signed _____
Name Marla Keethler
Title _____
Date May 26, 2021

Signed _____
Name Rich Murray
Title _____
Date May 26, 2021

Full Terms & Conditions can be found in the Master Services Agreement attached to this proposal. Please reference that document or contact Radcomp with questions.

Radcomp Technologies Master Services Agreement

This Master Services Agreement (this “Agreement”) is between **Radcomp Computers, Inc. dba Radcomp Technologies**, a Washington corporation with offices located at 136 North Main Avenue, White Salmon, Washington 98672 (“**us**”, “**our**”, “**we**” or “**Radcomp**”), and you, the entity who signs this document in the signature block below, electronically or otherwise (“**you**”, “**your**” or “**Client**”). This Agreement is effective as of the latest date of the signatures of the parties below (“Effective Date”).

- 1) **SCOPE OF SERVICES; SOW.** This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals, or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.
- 2) **GENERAL REQUIREMENTS.**
 - a) *System.* For the purposes of this Agreement, “Environment” means, collectively, the portion of any computer network, computer system, peripheral or device that we install, maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.
 - b) *Requirements.* At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing our Services to you.
 - c) *Maintenance; Updates.* If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.
 - d) *Third Party Support.* If in Radcomp’s discretion a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$125, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise and only to the extent required before obtaining permission.
 - e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include increasing server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If your failure to reasonably follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow Radcomp’s advice or directions, or your unauthorized modification of the System, as well as any services required to bring the Environment up to or maintain the Minimum

Requirements, are out-of-scope and not covered under any SOW.

f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary provided we meet schedules set forth in any SOW.

g) *Authorized Contact(s).* Radcomp will be entitled to rely on any directions or consent provided by your personnel or representatives who are authorized in a SOW to provide such directions or consent (“Authorized Contacts”). If no Authorized Contact is identified in an applicable SOW, then your Authorized Contact will be the person(s) (i) who signed this Agreement, and/or (ii) who signed the applicable SOW. If you desire to change your Authorized Contact(s), please notify Radcomp of such changes in writing which, unless exigent circumstances are stated in the notice, will take effect three (3) business days thereafter.

h) *Insurance.* If you are supplied with Radcomp Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Radcomp must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to Radcomp. Upon Radcomp’s request, you agree to provide proof of insurance to Radcomp, including proof of payment of any applicable premiums or other amounts due under the insurance policy. If we are supplied with your equipment (including all client-owned hardware and software), we agree to acquire and maintain, at our sole cost, insurance for the full replacement value of that equipment. Client must be listed as an additional insured on any policy acquired and maintained by us under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to Radcomp. Upon your request, Radcomp agrees to provide proof of insurance to you, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.

a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.

b) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within one hundred and twenty (120) days after the applicable Service is rendered or the date on which you pay an invoice or the date the Client should have reasonably discovered the matter subject to the dispute, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

4) **ACCESS.** You hereby grant to Radcomp the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions reasonably necessary for Radcomp to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Radcomp’s personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.

5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**

a) *Hardware / Software Purchased Through Radcomp.* Unless otherwise stated in a SOW, all hardware, software, peripherals or accessories purchased through Radcomp (“Third Party Products”) are nonrefundable once the applicable product is received from the product’s manufacturer. If commercially possible, we will promptly assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the

quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided “as is” and without any warranty whatsoever as between Radcomp and you (including but not limited to implied warranties).b) **Liability Limitations.** **This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement.** You acknowledge and agree that Radcomp would not enter into this

Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any unforeseeable, indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Radcomp), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any temporary loss or interruption of data, technology or services, even if a party has been advised of the possibility of such damages in writing; however, reasonable attorneys’ fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys’ fees (as described elsewhere in this Agreement), a responsible party’s (“Responsible Party’s”) aggregate liability to the other party (“Aggrieved Party”) for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, “Claims”), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party’s actual and direct damages, not to exceed amounts actually paid under Radcomp’s applicable errors and omissions liability insurance limits as set forth in the applicable SOW or two hundred thousand dollars (\$200,000), whichever is greater. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party’s willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party’s liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party’s willful or intentional misconduct, or gross negligence.

- 6) **INDEMNIFICATION.** Each party (an “Indemnifying Party”) agrees to indemnify, defend and hold the other party (an “Indemnified Party”) harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys’ fees, (collectively, “Damages”) that arise from, or are related to, the Indemnifying Party’s breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party’s sole cost, and (ii) the Indemnified Party’s counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party’s prior written consent, which shall not be unreasonably delayed or withheld.
- 7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.
- a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW’s natural expiration date or pursuant to a termination provision in the applicable SOW. Notwithstanding the foregoing, if Radcomp decides to cease providing a service to all of its customers generally, then Radcomp may terminate an applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause or contractual authority and without Radcomp’s consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.
- b) *Termination For Cause.* In the event that one party (a “Defaulting Party”) commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a “For Cause” termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10)

days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Radcomp terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date and without contractual termination authority, then notwithstanding the limitations described in Section 5(b), Radcomp shall be entitled to receive, and you hereby agree to pay to us, all lost profits that we incurred under the applicable SOW (including all reasonable accounting costs for us to determine such amounts) had the applicable SOW remained in effect. If you terminate this Agreement or a SOW For Cause (defined above), then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.

c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by Radcomp on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then Radcomp will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Radcomp-owned or Radcomp-licensed equipment or software (collectively, "Radcomp Equipment") is located to enable us to remove all Radcomp Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the Radcomp Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Radcomp-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.

f) *Repayment of Discounted Fees.* If you are provided with a price discount under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause and without contractual termination authority, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.

g) *Transition; Deletion of Data.* In the event that you request Radcomp's assistance to transition away from our services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to Radcomp providing its assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative server information, or conversion of data are transition services, and are subject to the preceding requirements. **Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or control beyond fifteen (15) calendar days following the termination of this Agreement.** We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) RESPONSE; REPORTING.

a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW ("Response Time"), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 9:00 AM and 5:00 PM PST (or PDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance

or adjustments to our network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (“Client-Side Downtime”).

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or “upstream” service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception*. You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the “Onboarding Exception”).

9) CONFIDENTIALITY.

a) *Defined*. For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Radcomp, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use*. We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care/Public Records Requests*. We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care. We agree to provide third-party public records requests to you within two (2) business days of receipt, via email, personal delivery or other expedited means.

d) *Compelled Disclosure*. If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) ADDITIONAL TERMS; THIRD PARTY SERVICES.

a) *EULAs*. Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply

with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

b) *Third Party Services*. Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Service”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Radcomp or to you.

c) *Data Loss*. Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures not due to Radcomp’s errors or omissions (including but not limited to silent hardware corruption-related issues or Client’s failure to replace outdated or obsolete equipment as recommended by Radcomp), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) *BYOD*. Depending on the Service being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.

11) **OWNERSHIP**. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

12) **ARBITRATION**. Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in Klickitat County, Washington. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

13) **MISCELLANEOUS**.

a) *Disclosure*. You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.

b) *Security*. You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed onto your System. We do not warrant or guarantee that all malware will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. **You are strongly advised to obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. As described in Section**

5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.

- c) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.
- d) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Radcomp, specifically refers to this Agreement or the SOW being amended, and is accepted in writing by one of your Authorized Contacts.
- e) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within two (2) years after the cause of action accrues or the action is forever barred.
- f) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.
- g) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.
- h) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.
- i) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.
- j) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
- k) *Non-Solicitation.* Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that party will not, individually or in conjunction with others, solicit, induce or influence any of the other party's employees or subcontractors to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this Section 13(k), the parties acknowledge and agree that the damages to the other party would be difficult or impracticable to determine, and in such event, the defaulting party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the other party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.
- l) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this



Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

m) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Washington. You hereby irrevocably consent to the exclusive jurisdiction and venue of Klickitat County, Washington for any and all claims and causes of action arising from or related to this Agreement.

n) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

o) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement. p) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Klickitat County, Washington, such period will be extended to and through the next succeeding business day in Klickitat County, Washington.

q) *Notices; Writing Requirement.* Except as required in Section 9(c) above, where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

r) *Independent Contractor.* We are an independent contractor; we are not your employer, employee, partner, or affiliate.

s) *Subcontractors.* Generally, we do not utilize subcontractors for to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.

t) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

u) *Counterparts.* The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. Each party may sign, accept, and deliver this Agreement, any SOW or any amendment electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.

AGREED AND ACCEPTED:

Date:

Date:

RADCOMP TECHNOLOGIES

Client:


By:

By:

Print Name / Position

Print Name / Position

Contact Information:

 Acceptance

City of White Salmon

RADCOMP Technologies

Signed _____
Name Marla Keethler
Title _____
Date May 26, 2021

Signed _____
Name Rich Murray
Title _____
Date May 26, 2021



We have prepared a proposal for you

**City of White Salmon - Premium + Cyber Sec
Improvements**










Proposal # 047771
Version 1

Prepared for:








City of White Salmon

Marla Keethler
mayor@ci.white-salmon.wa.us

2021 Premium

Selected	Description	Qty
X	Server  Server - Maintenance, Radcomp approved patch management/updates, antivirus and monitoring.	5
X	Workstations/Laptops  Workstations/Laptops - Maintenance, Radcomp approved patch management/updates, antivirus and monitoring.	38
X	Network Devices  Network Device Connection Monitoring (Switches, Routers/Firewalls, Wireless Access Points, IP Phones, Printers, etc.).	49
X	Google Apps  Google Apps - Business Starter, per user/per month. -Custom and secure business email. -100 participant video meetings. -30 GB cloud storage per user. -Security and management controls.	41
X	Google Vault  Google Vault/E-Discovery, per user.	41
X	AppRiver  Advanced Email Threat Protection, per user.	35
X	Microsoft Office  Microsoft 365 Apps for Business, per user.	9
X	Server Backups  Backups per Server up to 500 Gigs.	4
X	Additional Block  Additional backup block of 100 Gigs.	4

2021 Premium


Selected	Description	Qty
X	Sophos Firewall UTM  Sophos XG115 FullGuard Plus Network Protection / Web Protection / Email Protection / Web Server Protection / Sandstorm Protection	1
X	Sophos Firewall UTM  Sophos XG210 EnterpriseGuard Plus Network Protection / Web Protection / Sandstorm Protection	1
X	Sophos  Central Intercept X Endpoint Advanced	35
X	Sophos  Central Intercept X Advanced for Servers	5
X	KnowB4  Phishing E-Mail Campaign Diamond Level - Unlimited Phishing Security Tests / Automated Security Awareness Program / Training Access Level III / Plus many other additional services	35
X	DUO  DUO, 2 Factor Authentication, per user.	12
X	MSP Discount  MSP 6 Month Adjustment Discount - \$300 (June 1st 2021 - December 1st 2021)	1

Selected Option Monthly Recurring Subtotal: **\$5,147.51**

Onboarding

Description	Price	Qty	Ext. Price
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Onboarding

Description	Price	Qty	Ext. Price
<p>Onboarding Fee</p>  <p>Purpose</p> <p>The solutions presented in this document are suggested actions to improve COWS IT Security. A high-level review of COWS IT security posture was completed recently and revealed that while COWS IT infrastructure in general was found to be protected in a technical sense, vulnerabilities remained particularly with the human component, and policy. The solutions as outlined here are both Radcomp recommended, as well as areas of focus in the yearly WCIA survey. The improvements listed here are not comprehensive, however they are a great place to start, and should have the best impact per cost for the City Security overall.</p> <p>Below is a simple list breakdown of each improvement to be put into place:</p> <ul style="list-style-type: none"> • Licensed items: <ul style="list-style-type: none"> ○ Knowbe4 - Phishing Training Campaign ○ Intercept X - Sophos next generation Antivirus ○ Advanced Spam - Advanced Spam filter, email malware protection • Non-Licensed items: <ul style="list-style-type: none"> ○ 2FA for email - 2 Factor for email access. ○ Tag External emails - Email present a notice when not sent from a city owned email. ○ Acceptable use Policy - A prompt with the cities acceptable use policy is presented upon login. <p>Scope</p> <p>Phishing Training Campaign:</p> <ul style="list-style-type: none"> • Work to configure knowbe4 campaign to operate with CWS Google email. Reference internal documentation. • Work to create designated users into knowbe4 console. • Train Designated City Of White Salmon Software and campaign champion • Assist with first campaign: • Step 1: Add Your Users 	\$1,900.00	1	\$1,900.00

Onboarding

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"> • Add your users to your KnowBe4 console to send them simulated phishing emails and enroll them in training campaigns. • • Step 2: Conduct a Baseline Phishing Test • Send a baseline phishing test to all of your users to find out which of your users are the most phish-prone, or vulnerable to phishing attacks. • • Step 3: Train Your Users • Enroll all of your users in the 45-minute Kevin Mitnick Security Awareness Training course or a similar, comprehensive security awareness training module. • • Step 4: Conduct Ongoing Phishing and Training • Conduct randomized phishing tests along with remedial training campaigns to help strengthen your human firewall. <p>Ongoing campaign to be conducted by internal CWS designated software champion.</p> <p>Interceptor X Upgrade:</p> <ul style="list-style-type: none"> • Work to purchase licensing. • Work with Automations to replace AVD with Sophos intercept X • Any workstations that do not get moved over via automation will need to be moved over manually. <ol style="list-style-type: none"> 1. Remove Licenses, Verify Removed Installations and schedule reboots for compliant installations. 2. Cleanup non-compliant AVD installations. 3. Change Rulebook and validate Sophos installs 4. Validate/troubleshoot non-compliant Sophos installations. <p>Advanced Spam Filtering, Email Threat protection.</p> <ul style="list-style-type: none"> • Work to purchase licensing, • Create CWS account and apply lic within App River. • Work to configure CWS MX to pass to Secure tide etc. • Follow Standard deployment procedure. 			

Onboarding

Description	Price	Qty	Ext. Price
<p>2 factor Authentication for Email Deployment.</p> <ul style="list-style-type: none"> • Work to enable Modern 2fa for Google apps end users • Assist end users will cell phone setup via Google Auth. <p>Enforce externally originated email alerts (for Police and city)</p> <ul style="list-style-type: none"> • Work within Google Admin • Set up rules for advanced email content filtering. • Configure External Sender Warning Message within Subject line [External Sender] • Configure all external sourced messaged to include a warning in subject <p>Enforce Acceptable use notice upon user login. (non-police devices only)</p> <ul style="list-style-type: none"> • All COWS users pc must presented with, and click Accept to, a messaged upon login that states the below: <ul style="list-style-type: none"> • ***** WARNING ***** • This computer system is the property of The City of White Salmon. It is for authorized use only. By using this system, all users acknowledge notice of, and agree to comply with, the The City of White Salmons’s Acceptable Use of Information Technology Resources Policy (“AUP”). Unauthorized or improper use of this system may result in administrative disciplinary action, civil charges/criminal penalties, and/or other sanctions as set forth in the The City of White Salmons AUP. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use. <ul style="list-style-type: none"> • LOG OFF IMMEDIATELY if you do not agree to the conditions stated in this warning. <ul style="list-style-type: none"> • ***** • Standard UAV policy will be provided to the The City of White Salmon for their records and use. <p>Google Apps Clean up, Remove user that have never logged into their CWS provided gmail.</p> <p>User list:</p>			

Onboarding

Description	Price	Qty	Ext. Price
alexisw@ci.white-salmon.wa.us			
angelinah@ci.white-salmon.wa.us			
brandonh@ci.white-salmon.wa.us			
canyonw@ci.white-salmon.wa.us			
chriss@ci.white-salmon.wa.us			
daves@ci.white-salmon.wa.us			
fredf@ci.white-salmon.wa.us			
georger@ci.white-salmon.wa.us			
jayh@ci.white-salmon.wa.us			
karaleec@ci.white-salmon.wa.us			
lances@ci.white-salmon.wa.us			
laurent@ci.white-salmon.wa.us			
morrism@ci.white-salmon.wa.us			
phils@ci.white-salmon.wa.us			
rickyw@ci.white-salmon.wa.us			
scottp@ci.white-salmon.wa.us			
steveg@ci.white-salmon.wa.us			
tonyg@ci.white-salmon.wa.us			
tosht@ci.white-salmon.wa.us			

Subtotal: **\$1,900.00**



City of White Salmon - Premium + Cyber Sec Improvements

Prepared by:

RADCOMP Technologies

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Prepared for:

City of White Salmon

PO Box 2139 100 N Main
White Salmon, WA 98672
Marla Keethler
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15094931133

Quote Information:

Quote #: 047771

Version: 1
Delivery Date: 05/27/2021
Expiration Date: 06/21/2021

Selected Plan Summary


Description	Amount
2021 Premium	\$5,147.51

Monthly Recurring Total: **\$5,147.51**

One-Time Expenses Summary

Description	Amount
Onboarding	\$1,900.00

Total: **\$1,900.00**

 Acceptance

City of White Salmon

RADCOMP Technologies

Signed _____
Name Marla Keethler
Title _____
Date May 27, 2021

Signed _____
Name Rich Murray
Title _____
Date May 27, 2021

Full Terms & Conditions can be found in the Master Services Agreement attached to this proposal. Please reference that document or contact Radcomp with questions.

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **Radcomp Technologies**(“us”, “our”, “we” or “**Radcomp**”), and **you**, the entity who accepts this document by either clicking the “ACCEPT ORDER” (or similar syntax) button in the quote to which this SOW is attached or, alternatively, signing where indicated in the signature block below, electronically or otherwise (“**you**”, “**your**” or “**Client**”).

Scope of Services

The services described below (collectively, “Services”) will be provided to you under this SOW. Services that are not specifically described in this SOW will be out of scope and will be billed to you at the applicable hourly rate (described below)

Onboarding Services

Onboarding services are intended to prepare and transition the managed information technology environment (the “Environment”) for the ongoing monthly services described below) Onboarding services are comprised of:

- Initial audit to determine Environment readiness and functional capability
- Audit of current vendor service / warranty agreements for Environment hardware and software
- Identify issues to be remediated after the onboarding phase

If deficiencies are discovered during the onboarding services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies.

Ongoing / Recurring Services

The start date for each of the following services will be dependent upon completion of one or more Onboarding Services above and may not be provided until the dependent tasks are completed or scheduled with the Client.

Managed Services

Premium Agreement

Data Backup

Radcomp will proactively provide the following backup and disaster recovery (BDR) services:

- Managed backup of servers and workstations listed below
 - 24/7 monitoring of backup system, including offsite backup, offsite replication and an optional onsite backup appliance (“Backup Appliance”)
 - Troubleshooting and remediation of failed backup disks
 - Preventive maintenance and management of imaging software
 - Firmware and software updates of backup appliance
 - Problem analysis by the network operations team
 - Monitoring of backup successes and failures
- Backed-Up Servers / Workstations
 - Data on the following servers and/or workstations will be backed up as described above:
 - SRV-AD01
 - CWS-Hyper-V (SRV-BIAS, SRV-TS01, SERVER05)
 - Scada Shop
 - WSBOOSTER
 - *Note: Data on equipment that is not specifically listed above will **not** be backed up.*
- Storage Limitation:
 - Client will be allocated 500 GB of storage space per backed up server and 100 GB of storage space per backed up workstation for backup and recovery purposes. Any space required or requested by Client will be provided to Client in blocks of 100 GBs, at the cost of \$15 per block.
- Backup Frequency:
 - Optional on-site backups will occur at least once daily; offsite backups will occur no less than once daily.
- Backup Data Security:
 - All backed up data is encrypted in transit and at rest in 256-bit AES encryption. Offsite data is stored in SSAE16 certified, highly redundant data centers and replicated to a geographically separate secondary facility. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.
- Backup Retention:
 - Radcomp only guarantees retention of the most recent recovery point sent to the backup appliance in a local recovery situation. For cloud based retention, Radcomp only guarantees retrieval of archived data sent to the off-site data center in the most recently completed backup.

License Grant

All Backup Appliances are embedded with proprietary software (“BDR Software”). Radcomp hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Radcomp. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Radcomp.

Data Recovery Services

Client must contact Radcomp in the event that data recovery services are needed. Upon Client's payment of the applicable fees (described below), Radcomp will make Client's Data available to.

Radcomp only guarantees retrieval of the most recent recovery point sent to the Backup Appliance in a local recovery situation. In a cloud-based recovery situation, Radcomp only guarantees retrieval of archived data sent to the off-site data center based on the selected retention period.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at:

1. **City Hall** 100 N Main Ave, White Salmon, WA 98672
2. **Fire Department/Public Works** 119 NE Church ST, White Salmon, WA 98672
3. **Park and Ride** 1 Heritage Plaza, White Salmon, WA 98672
4. **Police Department** 142 East Jewett, White Salmon, WA 98672
5. **Public Works/Police Impound** Lot 250 NW Spring St, White Salmon, WA 98672
6. **Booster Station** 65 Forester Ln, White Salmon, WA 98672

Managed Equipment / Hardware / Software

The Services will be applied to the following equipment / hardware ("Covered Hardware"):

Servers:

1. CWS-HV02 (81724) - H02
2. SERVER05 on H02 - DC, PMI DB
3. SRV-AD01 on H02 - Police
4. SRV-BIAS on H02
5. SRV-TS01 on H02

Workstations:

1. CWS-62045 - PD Mobile - Kate

2. CWS-63924 - CH 2fl - Code Enforcement Officer
3. CWS-65934 - PD Mobile - Madelynn
4. CWS-70569 - PD Mobile - KDaniels
5. CWS-80377 - PD Mobile - MHepner
6. CWS-80378 - PD Mobile - Josh Lewis
7. CWS-80399 - Erikac
8. CWS-80814 - Utility Clerk
9. CWS-81711 - PD Mobile - Lisa George
10. CWS-82010 - WSFD Admin
11. CWS-82376 - Troyr
12. CWS-laptop02 - Ryana
13. CWS-LAPTOP04 - PW Open Office - Troy (57371)
14. CWS-LAPTOP05 - PW Hangar - Jeff (57285)
15. CWS-LAPTOP06 - PW Open Office - Public (57942)
16. CWS-LAPTOP07 - PW Head Office - Jason (57844)
17. CWS-LAPTOP09 - CH 1fl Open Office - Erika (66291)
18. CWS66365 - PW Head Office - Andrew (66365)
19. CWS70811 - CH 1fl - Jan (70811)
20. CWS70812 - CH 2fl - Mayor (70812)
21. CWS70813 - PW Head Office - Russ
22. CWS70817 - CH 2fl - Pat (70817)
23. MOB-PC5-66015 - PD Front Desk - Lisa
24. MOBILE-PC2 - PD Chief's Office - Mike's Second Office Laptop (57369)
25. MOBILE-PC3 - PD Front Desk - Lisa's Old Laptop (63069)
26. MOBILE-PC4 - PD Mobile - Ed (63950)
27. MOBILE-PC6 - PD Mobile (62890) - frandall
28. WSFire1-PC - Remote - Various Firemen (81224)
29. CWS-62845 - For TV in Entrance - CH 2fl Server Room (62845)
30. CWS-71551 - egunnyon
31. CWS-71551 - PD Open Office - Shared WS (71551)
32. CWS-82437 - Park and Ride WS PD DVR
33. CWS13 - FD Fire Chief's Office - Fire Chief (66012)
34. CWS70814 - CH 1fl Reception - Erika (70814)
35. CWS70815 - CH 1fl Open Office - Utility Clerk (70815)
36. SCATA_SHOP_HOST - PW Head Office - SCADA HOST (65614)
37. WORKSTATION15 - PD Open Office - PMI Print Server (61634)
38. WSBOOSTER - Water Station Booster - SCADA Host (64699)

Network Devices:

1. Link - Spillman Server @ 911 Dispatch (Goldendale)
2. Sonicwall TZ300 - DHCP - PD Server Room (81217)
3. Sophos XG 210
4. VPN - Sophos XG 106 - PW/PD Impound Lot
5. WSBOOSTER > Buck Creek VPN
6. CenturyLink - Buck Creek - Netgear FVS318G
7. Charter - AirRouter - Park & Ride
8. City Shop - Internet
9. MoWiNet - Sonicwall TZ300 - PD Server Room (81217)
10. MoWiNet - Sophos XG 215
11. WSBOOSTER - Internet - Netgear FVS338
12. Hikvision PoliceDVR - PD Server Room (81055)
13. PW/PD Impound - SCW NVR
14. WSBooster Internet Rebooter
15. Canon Imageclass MF4770N - PW Open Office (81223)
16. Xerox Altalink C8055 - 3J169 - CH 1fl Open Office (80326)
17. Xerox Workcentre 6515DN MFP - XC-6E130B - CH 1fl Jan's Office (80325)
18. Axis P1357 - Security Camera - P&R Parking Lot
19. Axis P1357 - Security Camera - P&R Parking Lot
20. Axis P3364 - Security Camera - P&R Parking Lot
21. Backhoe Shed - Deputy 8
22. CityHallContainer - Deputy 8
23. Dump Area - Gladiator 8
24. EntryGate - Gladiator 8
25. Garage - Deputy 8
26. LightPole East - Warrior 8
27. LightPole North - Warrior 8
28. LightPole South - Warrior 8
29. LightPole West - Warrior 8
30. PoliceContainer - Deputy 8
31. PumpHouse East - Warrior 8
32. Spring St East - Gladiator 8
33. Sprint St West - Gladiator 8
34. HP 1920-8G-PoE+ JG922A - PW Head Office (81221)
35. HP 1920-24G-PoE+ JG926A - PD Server Room (81216)
36. HP 1920-48G-PoE+ JG928A - CH 2fl Server Room (81053)
37. HPE 2530-8G-PoEP (80439)

- 38. HPE 2530-8G-PoEP - PD Building
- 39. Shop Phones - ProCurve Switch 2600-8 (J8762A)
- 40. Ubiquiti AirRouter - DHCP - P&R
- 41. VPN - CWS to KCDC Sonicwall
- 42. CH to Pool (City Hall AP)
- 43. Ubiquiti Wireless P2P Bridge - P&R Parking Lot
- 44. Ubiquiti Wireless P2P Bridge - P&R Parking Lot
- 45. UniFi AirOS8 LiteBeam CH>FD - CH Clock Tower
- 46. UniFi AirOS8 LiteBeam FD>CH - FD Roof
- 47. UniFi AP-LR - FD Fire Hall
- 48. UniFi AP - PD Server Room
- 49. UniFi AP - Public Works Office

The Services will apply to the following software (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer. All software not specifically listed below, may, at Radcomp sole discretion, be supported in a best effort capacity, or deemed outside the scope of this agreement.

Adobe Acrobat X	Adobe Acrobat XI	Adobe Reader MUI	Adobe Reader
Adobe AIR	Adobe Flash	Adobe Flash Plugin	Adobe Shockwave
iTunes	QuickTime	Safari	Foxit PDF Reader
Chrome	Google Earth	Firefox	Firefox ESR
Mozilla SeaMonkey	Mozilla Thunderbird	Notepad++	Opera
Opera Chromium	Skype	Java 6 (32 & 64 bit)	Java 7
Java 8	VLC Media Player	WinRAR	WinZip
Windows 8 Pro, Enterprise	Windows 8.1 Pro, Enterprise	Windows 10 Pro, Enterprise	Windows Server 2012
Windows Server 2012 R2	Windows Server 2016	Windows Server 2019	

Term; Termination

The Services will commence, and billing will begin, on the date on which the Services are implemented and operational, which will be **June 1st, 2021** (“Commencement Date”).

The Services will continue for a term of one (1) year from the Commencement Date. After the expiration of the initial term, this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew this SOW no less than thirty (30) days before the end of the then-current term.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and

minimum requirements:

- Server hardware must be under current warranty coverage.
- All servers with Microsoft windows operating systems must be running Windows 2012 server or later, and have all of the latest service packs and critical updates installed.
- All desktop pc's and notebooks/laptops with Microsoft Windows operating systems must be running Windows 8 Pro or later and have all of the latest Microsoft service packs and critical updates installed. Computers operating on Windows 95/98/NT/2000/XP/Vista/7 or any home edition of Windows are not covered.
- All server and desktop software must be genuine, licensed and vendor-supported.
- Server file system and email system (if applicable) must be protected by licensed and up-to-date virus protection software.
- The environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored by Radcomp RMM tool.
- A vendor-supported hardware firewall or NAT device capable of SNMP reporting must be part of the network and sit between the internal network and the public internet.
- All wireless data traffic in the environment must be securely encrypted.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup media. We do not guarantee the integrity of the backups or the data stored on the backup media. Server restoration will be to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, we will bill this work as out of scope at our standard time and materials rates.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring Client's environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges on all Covered Hardware.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to any device on the network (other than electronic data) and must not deploy any equipment or devices to the environment unless expressly approved in writing by us.
- All devices in the environment are subject to Radcomp Management and billing under this agreement

Exclusions

Services that are not expressly described in this SOW will be out of scope and will be provided to Client at our hourly rate listed below. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, will be billed hourly:

- Customization of third party applications, or programming of any kind.
- Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- Data/voice wiring or cabling services of any kind.

- Battery backup replacement.
- Equipment relocation.
- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.
- Project work to expand, enhance or otherwise make significant changes to the environment

Authorized Contact(s)

In addition to the signatories to this SOW, the following person(s) shall be an Authorized Contact for Client:

Service Levels

Automated monitoring is provided on an ongoing (*i.e.*, 24x7x365) basis; repair and remediation services for items detected by monitoring (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. All after-hours emergency work that requires after-hours response must be reported to Radcomp by phone.

We will respond to problems, errors or interruptions in the provision of the Services in the timeframe(s) described below. Severity levels will be determined by Radcomp in our reasonable discretion. All remediation services will initially be attempted remotely; Radcomp will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Critical problem: Service not available (all users and functions unavailable)	Response within two (2) hours after notification.
Significant degradation of service (large number of users or business critical functions affected)	Response within four (4) hours after notification.
Limited degradation of service (limited number of users or functions affected, business process can continue).	Response within eight (8) business hours after notification.
Small service degradation (business process can continue, one user	Response within two (2) business days after notification.

affected).

* All time frames are calculated as of the time that Radcomp is notified of the applicable issue / problem by Client through Radcomp's designated support portal, help desk, or by telephone at 866-490-2426 during business hours, or by telephone at 866-490-2426 outside of business hours. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Help desk support provided outside of our normal support hours will be billed to Client at double the hourly rate if labor is not included in this SOW.

Fees

The fees for the Services will be invoiced to Client as follows:

Transition Services: \$1900.00

Monthly recurring charge for the Services: \$5,447.51 **

System Image Recovery Fees: \$500 per image/system restored

File level recovery fees: \$145/hour

Out of Scope hourly rate: \$145/hour

Out of Scope after hours hourly rate: \$290/hour

Out of Scope holiday hourly rate: \$435/hour

**Fees for the Services, as well as our labor rates, will automatically increase 5% annually. In addition to this automatic annual increase, we also reserve the right to increase the fees for the Services as needed; provided, however, we will not do so more than once per calendar year. If an annual aggregate increase in fees for the Services totals more than five percent (5%) of the aggregate fees charged to you for the same Services in the prior calendar year, then you will be provided with a thirty (30) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.

Return of Haas Equipment

Within ten (10) days after the effective date of termination or expiration of this SOW, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Radcomp that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms

Diagnostic / Auditing Services

Our diagnostic or auditing services may require us to install a small amount of code (“Diagnostic Code”) on one or more of the devices attached to the Environment. The Diagnostic Code is deleted in its entirety after the testing process concludes. Although our diagnostic tools may have access to—and report on the existence of—personal information and/or personal data in the Environment, we do not review or copy such information at any time during the testing process. None of your files will be erased, modified, opened, reviewed or copied at any time during the testing process. The Diagnostic Code will not install or create any disabling device, or any backdoor or hidden entryway into the Environment, and the results of the diagnostic testing will be kept confidential by Radcomp. We do not warrant or represent that the testing process will result in any particular outcome, or that any particular issue, hardware or software configuration will be correctly detected or identified.

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Monitoring levels will be set by Radcomp, and Client shall not modify these levels without our prior written consent.

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new

viruses and malware (“Viruses”); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In order to improve security awareness, you agree that Radcomp or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Declination of Backup / Recovery Service

You have declined our data backup and recovery service; accordingly, you understand and agree that we may be incapable of recovering any data that is lost, corrupted, or damaged for any reason. If requested by you, we may attempt to recover lost, corrupted, or damaged data that was not backed up; however, we do not warrant or guarantee that our efforts will be successful. Regardless of the outcome, such diagnostic and/or recovery services will be billed to you at our then-current hourly rates.

O365 / Email / G Suite

You are solely responsible for the security, confidentiality and integrity of all email, and the content of all email, received, transmitted or stored through the Office 365 and G Suite email services (“Email”). You agree to refrain from uploading, posting, transmitting or distributing (or permitting any of your authorized users of the Email to upload, post, transmit or distribute) any prohibited content, which is generally content that (i) is obscene, illegal, or intended to advocate or induce the violation of any law, rule or regulation, or (ii) violates the intellectual property rights or privacy rights of any third party, or (iii) mischaracterizes you, and/or is intended to create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication, or (iv) interferes or disrupts the services provided by Radcomp or the services of any third party, or (v) contains Viruses, trojan horses or any other malicious code or programs. In addition, you must not use the Email for the purpose of sending unsolicited commercial electronic messages (“SPAM”) in violation of any federal or state law.

Radcomp reserves the right, but not the obligation, to suspend Client’s access to the Email and/or all transactions occurring under Client’s Email account if Radcomp believes, in its discretion, that Client’s email account is being used in an improper or illegal manner.

VoiP / Phone System

911 Dialing / Emergency Dialing - Limitations

The VoiP Service (“VoiP Service”) does not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoiP Service is not automatic; Client must take affirmative steps to register the address where the VoiP Service will be used in order to activate the 911 Dialing feature. Client understands that

Client must inform any users of the VoiP Service of the non-availability of traditional 911 or E911.

When a VoiP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client agrees that it will not move any VoiP calling device without Radcomp's written consent. Client shall hold Radcomp harmless for any and all claims or causes of action arising from or related to Client's inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client's registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client's call, the operator will not have Client's address and may not have Client's phone number. Client understands and agrees that users of the VoiP System must provide their address and phone number in order to get help. Client hereby authorizes Radcomp to disclose Client's name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoiP Services will not operate (i) during service outages or suspensions or terminations of service by Client's broadband provider or ISP, or (ii) during periods of time in which Client's ISP or broadband provider blocks the ports over which the VoiP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports new telephone numbers to Client's account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Radcomp nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. All targeted devices must remain powered on and awake for the entire duration of the backup process. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from

operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Radcomp cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Radcomp shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of stored data to mitigate against the unintentional loss of data.**

Procurement

Equipment and software procured by Radcomp on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Radcomp does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Radcomp is not a warranty service or repair center. Radcomp will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Radcomp will be held harmless.

IT Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Radcomp's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Radcomp is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided by us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Radcomp will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Radcomp on Client's corporate records or accounts.

Sample Policies, Procedures

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the

Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Software Development – Use of Open Source Code

The software developed under this SOW will include open source code; however, unless otherwise expressly noted in this SOW, the inclusion of the open source code will not impose any additional fees, costs, or usage restrictions on Client. Client is instructed, however, to refrain from separating or isolating the open source code from the software, since the use of certain open source code, in isolation or in conjunction with third party materials or code, may trigger additional licensing or usage restrictions for which we will not be responsible.

Penetration Testing; Vulnerability Assessment

You understand and agrees that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for “false alarms” due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as “real alarms” or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

HaaS

You will use all Radcomp-hosted or Radcomp-supplied equipment and hardware (collectively, “Infrastructure”) for your internal business purposes only. You shall not sublease, sublicense, rent or otherwise make the Infrastructure available to any third party without our prior written consent. You agree to refrain from using the Infrastructure in a manner that unreasonably or materially interferes with our other hosted equipment or hardware, or in a manner that disrupts or which is likely to disrupt the services that we provide to our other clientele. We reserve the right to throttle or suspend your access and/or use of the Infrastructure if we believe, in our sole but reasonable judgment, that your use of the Infrastructure violates the terms of this SOW or the Agreement.

Domain Name Services

If you register, renew or transfer a domain name through Radcomp, we will submit the request to the applicable domain name services provider (the “Registrar”) on your behalf. Our sole responsibility is to submit the request to the Registrar, and we are not responsible for any errors, omissions or failures of the Registrar.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Radcomp, or that is in “end of life” or “end of support” status, we may designate the element or service as “unsupported,” “non-standard,” “best efforts,” “reasonable endeavor,” “one-off,” “EOL,” “end of support,” or with like term in the service description (an “Unsupported Service”). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

IP Addresses


Any IP addresses provided to Client by Radcomp during the term of this SOW are managed by Radcomp and Radcomp will retain these IP addresses after termination of this SOW, meaning that they may not be transferred or utilized by Client after termination of this SOW.

Hosted Services

You agree that you are responsible for the actions and behaviors of your users of the Services. In addition, you agree that neither Client, nor any of your employees or designated representatives, will use the Services in a manner that violates the laws, regulations, ordinances or other such requirements of any jurisdiction.

In addition, Client agrees that neither it, nor any of its employees or designated representatives, will: transmit any unsolicited commercial or bulk email, will not engage in any activity known or considered to be "spamming" and carry out any "denial of service" attacks on any other website or Internet service; infringe on any copyright, trademark, patent, trade secret, or other proprietary rights of any third party; collect, attempt to collect, publicize, or otherwise disclose personally identifiable information of any person or entity without their express consent (which may be through the person or entity's registration and/or subscription to Client's services, in which case Client must provide a privacy policy which discloses any and all uses of information that you collect) or as otherwise required by law; or, undertake any action which is harmful or potentially harmful to Radcomp or its infrastructure.

Client is solely responsible for ensuring that its login information is utilized only by Client and Client's authorized users and agents. Client's responsibility includes ensuring the secrecy and strength of user identifications and passwords. Radcomp shall have no liability resulting from the unauthorized use of Client's login information. If login information is lost, stolen, or used by unauthorized parties or if Client believes that any hosted applications or hosted data has been accessed by unauthorized parties, it is Client's responsibility to notify Radcomp immediately to request the login information be reset or unauthorized access otherwise be prevented. Radcomp will use commercially reasonable efforts to implement such requests as soon as practicable after receipt of notice.

 Acceptance

City of White Salmon

RADCOMP Technologies

Signed _____
Name Marla Keethler
Title _____
Date May 27, 2021

Signed _____
Name Rich Murray
Title _____
Date May 27, 2021

File Attachments for Item:

F. Approval of Meeting Minutes - May 19, 2021



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, May 19, 2021
Via Zoom Teleconference

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
 David Lindley
 Ashley Post
 Jim Ransier
 Joe Turkiewicz

Staff Present:

Marla Keethler, Mayor
 Pat Munyan, City Administrator
 Jan Brending, Clerk Treasurer
 Ken Woodrich, City Attorney
 Russ Avery, Operations Manager
 Mike Hepner, Police Chief
 Bill Hunsaker, Building Official/Fire Chief

I. Call to Order, Presentation of the Flag and Roll Call

Marla Keethler, Mayor called the meeting order at 6:00 p.m.

All council members were present.

There were approximately 11 members of the public in attendance.

II. Changes to the Agenda

Staff recommended adding the Interlocal Agreement with Skyline Health to Business Items as Item F.

Moved by Ashley Post. Seconded by Jason Hartmann.

Motion to add Interlocal Agreement with Skyline Health to Business Items as Item F. CARRIE 5-0.

III. Consent Agenda

- A. Approval of Meeting Minutes – May 5, 2021 (*Pulled and voted on separately*)
- B. March 2021 Budget Report
- C. April 2021 Budget Report
- D. Personal Services Contract Amendment – WSP, Comprehensive Plan Update (\$7,790)
- E. Proclamation 2021-003 Declaring May 21-23 Community Preparedness Weekend
- F. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 19th day of May, 2021.

Type	Date	From	To	Amount
Claims	5/19/2021	EFT	EFT	10,350.80
	5/19/2021	37098	37129	85,223.23

			Claims Total	95,574.03
Payroll	5/20/2021	EFT	EFT	65,116.10
			Payroll Total	65,116.10
Manual Claims	5/10/2021	EFT	EFT	7,920.00
			Manual Total	7,920.00
			Total All Vouchers	168,610.13

Ashley Post, Council Member requested that the meeting minutes of the May 5, 2021 Council Meeting be removed from the consent agenda for separate consideration.

Moved by Jim Ransier. Seconded David Lindley.

Motion to approve consent agenda without the meeting minutes of the May 5, 2021 City Council meeting. CARRIED 5-0.

Ashley Post, Council Member said she would like to request the following language be added to the end of the 3rd paragraph under her council member report – “ Keethler said staff will follow up with Post about the necessity of updating the park plan.”

Moved by Ashley Post. Seconded by Joe Turkiewicz.

Motion to approve the meeting minutes of May 5, 2021 city council meeting adding the following language to the end of the 3rd paragraph under Ashley Post’s council member report “Keethler said staff will follow up with Post about the necessity of updating the park plan.” CARRIED 5-0.

IV. Public Comment

There was no general public comment.

V. Presentations

A. Jewish American Heritage Month

Jim Ransier, Council Member introduced Benjamin Lewitt who made a presentation to the City Council regarding the Hood River Havurah Group.

Benjamin Lewitt said that “Havurah” means “Friendship Group.” He said the Hood River Group actually covers an area that is more than Hood River. Lewitt shared a presentation showing different Jewish celebrations celebrated by Jewish Americans. Lewitt said he feels that what the city is doing with Heritage Months is very important and that is he very supportive of the idea.

VI. Business Items

A. Ordinance 2021-05-1079 Amending WSMC 17.08 Definitions

Jan Brending, Clerk Treasurer provided an overview of the proposed amendments to WSMC 17.08 Definitions. She said the need for amending the decisions arose out of the amendments to the city's Manufacture Home Park District code with other definitions identified as needed. Brending said the Planning Commission held a public hearing on the proposed amendments and made changes and have forwarded the proposed ordinance with changes to the City Council with a recommendation for adoption. Brending said that a number of the changes the Planning Commission made was to allow more flexibility in the definition. She said a second public hearing is scheduled tonight before the city council.

Marla Keethler, Mayor opened the public hearing regarding Ordinance 2021-05-1079 Amending WSMC 17.08 Definitions.

Tao Berman, White Salmon testified via teleconference expressing concerns about the definitions of hotel and motel saying that he feels the definitions would not allow something similar to the Society Hotel located in Bingen. He said he feels the definitions limit artistic design. Berman said that if the city council chooses to adopt the ordinance he recommended that a gestation period be provided to allow projects that are currently in the design state be allowed to finish up.

Marla Keethler, Mayor closed the public hearing.

Ashley Post, Council Member said that she would like to have additional time to think about the proposed changes before taking a vote. She said she would like to see the minimum number of units for a hotel be 7 instead of 10.

The City Council discussed the definition of short-term rental, manufactured home, hotel, height of building, motel and apartment house.

David Lindley, Council Member noted that he feels the purpose of definitions is not to "create law" but to provide a definition of a work that is referenced in the law.

Moved by Jason Hartmann. Seconded by Ashley Post.

Motion to adopt Ordinance 2021-05-1079 Amending WSMC 17.08 Definitions changing the minimum number of units in the "hotel" definition to 7, adding the word "covered" prior to porches in the "height of building" definition, and changing the first bullet point in the "manufactured home" definition to read "includes plumbing, electrical systems and HVAC."

The City Council further discussed the definition of "apartment house" with some noting concern that the definition was straying into the area of making law versus creating a definition in that the definition limits the use of a building to long-term rent or lease.

Moved by Jim Ransier.

Motion to amend the motion proposing to delete the amendments to the “apartment house” definition reverting to the original language provided in WSMC 17.08 Definitions.

The motion died for the lack of a second.

The original motion carried 4-1 with the following vote: Hartmann – Aye, Lindley – Aye, Post – Aye, Ransier – Nay, Turkiewicz – Aye.

B. Resolution 2021-05-522 Adopting Six-Year Transportation Program 2022-2027

Jan Brending, Clerk Treasurer and Pat Munyan, City Administrator provided an overview of the proposed Six-Year Transportation Program for 2022-2027. Brending noted that the STIP was not updated in 2020. She said it was reviewed by the City Operations Committee. She said all streets that were not completed in prior years have been brought forward with the same priority and adding 10% for inflation costs. Brending noted that the STIP does not provide any information on how a street is to be designed or whether or not low-impact design standards are being used.

Marla Keethler, Mayor opened the public hearing.

Jan Brending read three written comments from Lydie Boyer, Ruth Olin, and Anne Stringer who voiced concerns with the proposed improvements on Oak Street stating that the improvements would only increase traffic and speed on what is primarily a residential street. The comments also encouraged the use of low-impact development standards when updating the streets.

Marla Keethler, Mayor closed the public hearing.

The City Council discussed the Six-Year Transportation Program.

Moved by Jim Ransier. Seconded by Joe Turkiewicz.

Motion to adopt the Six-Year Transportation Program for 2022-2027 with the following changes:

- ***Change the reference to “pool” in priority 4 to “community center”***
- ***Switch priority 6 and 7***
- ***Change the reference to “sidewalk” in priority 3 to “pedestrian pathway”***

CARRIED 5-0.

C. CDBG Grant Application

Jan Brending, Clerk Treasurer reviewed the purposes of the Community Development Block Grant program. She said information regarding the program and the City’s proposal, including public hearing information, was provided on the city’s website and published in both English and Spanish as required by the application process. Brending

said the City is proposing to submit a grant application for \$400,000 for a Housing Rehabilitation Program in Klickitat and Skamania Counties. She said this is the third grant proposal that has been managed by Cascade Housing who would be a subrecipient. Brending noted that the City of Bingen received a CDBG grant for this program when she was working for Bingen.

David Peters, Cascade Housing, provided additional information regarding the proposed Housing Rehabilitation Program. He said that the grants are offered with zero interest for 30-years with repayment required at the end of 30-years or when the property is sold. The program is a direct benefit for qualifying low to moderate income households.

Marla Keethler, Mayor opened the public hearing.

Jan Brending, Clerk Treasurer said no has registered to speak during the teleconference and that no one provided written comment.

Marla Keethler, Mayor closed the public hearing.

The City Council discuss the proposal. Marla Keethler, Mayor noted that this is another critical piece of the housing issue. She said the funds will help provide improvements to housing stock and allow property owners to remain in their homes.

Moved by Jim Ransier. Seconded by Ashley Post.

Motion to authorize the Clerk Treasurer to submit a grant application in the amount of \$400,000 to the Washington Department of Commerce for the CDBG General Purpose Grant for a housing rehabilitation program in Klickitat and Skamania Counties with Cascade Housing as the subrecipient. CARRIED 5-0.

D. Resolution 2021-05-523 Certification of Compliance

Jan Brending, Clerk Treasurer said the resolution certifies that the City of White Salmon will comply with the requirements for a CDBG grant.

Moved by Jason Hartmann. Seconded by David Lindley.

Motion to adopt Resolution 2021-05-523 Certification of Compliance. CARRIED 5-0.

E. 2020 Annual Report

Jan Brending, Clerk Treasurer reviewed the 2020 Annual Report with the City Council. She said the materials provided to the city council show that the beginning balances matches the 2020 ending balances and that ending balances reconcile with bank statements. Brending said she also reviewed the Annual Report with the Personnel and Finance Committee and that an additional internal review will take place prior to the report being filed online with the State Auditor's Office.

Moved by Jason Hartmann. Seconded by David Lindley.

Motion to authorize the Clerk Treasurer to file the 2020 Annual Report with the Washington State Auditor's Office. CARRIED 5-0.

F. Interlocal Agreement with Skyline Health Providing for Behavioral Health Services

Mike Hepner, Police Chief said that he has been working with Skyline Health on the agreement. He said this is part of the grant that was awarded for behavior health services and the funding the city has also provided in its budget. Hepner noted that crisis-related services are not included and that they are handled by Comprehensive Health.

David Lindley, Council Member asked why the term of the agreement was from April 1, 2021 through April 30, 2022.

Mike Hepner said that is the term of the grant agreement.

Moved by Jim Ransier. Seconded by Ashley Post.

Motion to authorize the Mayor and Police Chief to sign the Interlocal Agreement with Skyline Health for Behavior Health Services. CARRIED 5-0.

VII. Reports and Communications

A. Council Members

David Lindley, Council Member said that the Personnel and Finance Committee met last week to review the March and April budget reports in addition to the 2020 Annual Report. He said the Tree Board also met this month and is working on proposed amendments to the Heritage Tree ordinance.

Jim Ransier, Council Member said the Community Development Committee met with a member of the White Salmon Arts Council attending. He said the committee received updates the creation of a creative district and local investment network and talked about possible summer programs.

Jason Hartmann, Council Member said the City Operations Committee met and prepped for a discuss of the Loop Trail with Washington State Department of Transportation (WSDOT). He said committee members also met with WSDOT to discuss the Highway 141 right-of-way. Hartmann said an interesting idea of transferring Highway 141 from Highway 14 to the Alternate was brought up. He said there still needs to be more discussion, but it might provide some promising potential to the city.

Pat Munyan, City Administrator noted that WSDOT stated that they would pave all the areas that needed paving and install ADA sidewalk ramps as required before the road was turned over to the city. He noted that the right-of-way would be deeded property and not dedicated property.

Ashley Post, Council Member said the Tree Board has made some progress on updating the Heritage Tree ordinance. She said there are some philosophical differences that need to be ironed out. Post said the idea of identifying a “landmark tree” was also presented with protection for a “landmark tree” at a higher level than a “heritage tree.”

She said the Tree Board is interested in any comments from the city council. Comments should be sent to Jan Brending, Clerk Treasurer.

B. Department Heads

Mike Hepner, Police Chief said he appreciates the city council approving the interlocal agreement with Skyline Health. He said that there have been a lot few callers related to speeding since the city's speed limits were reduced. Hepner said the department continues to monitor traffic.

Bill Hunsaker, Building Official/Fire Chief said the building department is busy. He said the Fire Department is back to holding full drills and have picked up a couple of new members. Hunsaker the fire burn ban will begin June 1st. He said that at this time he is recommending no burning.

Russ Avery, Public Works Operations Manager said that crosswalks and parkings areas have been painted. He said the fish crosswalks will be painted next Wednesday and public works will be painting curbs as soon as paint becomes available. Avery said public works has also been working on the slow sand filter test and meter change outs.

Marla Keethler, Mayor said the painting looks very sharp and that she appreciates it.

Pat Munyan, City Administrator said the 14-inch water main replacement project is moving along. He said the city has not heard back from the Department of Revenue but that he and the mayor will be meeting with the land Commissioner next week. Munyan noted that public works has installed a solar panel and batteries to run the generator at the test slow sand filter location to help reduce the need for diesel. He said the city is also working with federal legislators to identify a source of funding for an additional reservoir. Munyan said the city received a "significant deficiency letter" from the Washington Department of Health regarding the Spring Street Reservoir would should help with the funding request.

Jan Brending, Clerk Treasurer said she discuss providing entrance fees to White Salmon residents for the Hood River Pool from June 1st through September 30th. She said that she also proposed the idea of the city providing outdoor lawn games such as Jenga, cornhole, and ring toss at the Farmers' Market. Brending said she is also researching performers that would perform at the Gazebo during the market possibly once a month.

Ashley Post, Council Member said that she likes the ideas for the Farmers' Market.

Ken Woodrich, City Attorney said that he attended the virtual Washington Association of Municipal Attorney's conference. He said he expects the legislature to adopt changes to the open public meetings act, particularly focusing on hybrid in person/teleconference meetings.

C. Mayor

Marla Keethler, Mayor said as CDC and Governor Inslee provides more information about face coverings, the city's banners that ask residents to mask up are being flagged for replacement. She said she and staff are preparing for meetings to be held in person with some type of combination meeting format being used. Keethler said the city is actively recruiting for the City Lab Board and the Lodging Tax Advisory Committee. She said that progress is being made on hiring a land use planner. Keethler said the city is also working on the process for decommissioning the pool.

VIII. Executive Session

Marla Keethler, Mayor announced at 9:14 p.m. that the City Council will meet in Executive Session for 10 minutes to discuss a real estate matter pursuant to RCW 42.30.110(1)(b).

The City Council resumed regular session at 9:25 p.m.

There was a consensus of the council directing staff to move forward as discussed.

IX. Adjournment

The meeting adjourned at 9:25 p.m.

Marla Keethler, Mayor

Jan Brending, Clerk Treasurer

File Attachments for Item:

A. Ordinance 2021-06-1080 Amending WSMC 8.20 Fireworks

1. Presentation

2. Discussion

3. Action



AGENDA MEMO

Needs Legal Review: Yes
Meeting Date: June 2, 2021
Agenda Item: Ordinance 2021-06-1080 Amending WSMC 8.20 Fireworks
Presented By: Jan Brending, Clerk Treasurer and Marla Keethler, Mayor

Action Required

Adopt Ordinance 2021-06-1080 Aiding WSMC 8.20 Fireworks upon first reading.

Proposed Motion

Move to adopt Ordinance 2021-06-1080 Amending WSMC 8.20 Fireworks upon first reading.

Explanation of Issue

The proposed amendment adds a provision whereby the mayor, in consultation with the fire chief, can declare a fireworks ban when extreme fire danger and conditions exist. State law requires that any laws regarding fireworks be adopted one year prior to the provisions going into effect. This provision will be effective one year after publication.

The City Operations Committee reviewed the proposals at a recent committee meeting.

The proposed amendment has also been reviewed by the city's attorney.

City Operations Committee and Staff Recommendation

The City Operations Committee and staff recommend amending WSMC 8.20 Fireworks by adding a provision that allows the mayor in consultation with the fire chief to declare a fireworks ban when extreme fire danger and conditions exist. .

**CITY OF WHITE SALMON
ORDINANCE 2021-03-1075**

AN ORDINANCE AMENDING WSMC 8.20 FIREWORKS

WHEREAS, the city council has adopted White Salmon Municipal Code 8.20 Fireworks;
and

WHEREAS, the city council has determined that an amendment to White Salmon Municipal Code 8.20 Fireworks is necessary; and

WHEREAS, the city council has determined that the city should provide authority for the mayor to declare an emergency fireworks ban when fire danger and conditions are extreme; and

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE
SALMON DO ORDAIN AS FOLLOWS:**

SECTION 1. White Salmon Municipal Code 8.20 – Fireworks, is hereby amended as follows:

Key: Deleted = ~~**bold and strikethrough**~~

Added = **bold and underlined**

Chapter 8.20 FIREWORKS

Sections:

8.20.010 RCW sections adopted.

RCW Sections 70.77.124 through 70.77.241 are hereby adopted by this reference.

8.20.015 Discharge of consumer fireworks—Dates and times permitted.

No person shall use or explode any fireworks, common or otherwise, within the City of White Salmon, except the days of July 4 only between the hours of nine o'clock a.m. and eleven o'clock p.m. and from six o'clock p.m. on December 31 to one o'clock a.m. on January 1 (the following day) of any year, PROVIDED, that this prohibition shall not apply to permitted public

firework displays where the same are authorized pursuant to the laws of the City of White Salmon and the State of Washington.

8.20.017 Emergency fireworks ban.

The mayor, after consulting with the fire chief, can impose an emergency fireworks ban when fire danger and conditions are extreme.

8.20.020 Permit required-Exceptions.

1. No person, without appropriate state license and a permit from the city of White Salmon, may:
 - A. Possess or sell any fireworks at wholesale or retail for any use;
 - B. Make a public display of fireworks; or
 - C. Transport fireworks, except as a public carrier delivering to a licensee.
2. No person less than eighteen (18) years of age may apply for or receive a license or permit under this ordinance.
3. Subject to a ban on fireworks pursuant to Section 8.20.050, and notwithstanding the provisions of Section 8.20.020(1), no license or permit is required for the possession or use of common fireworks lawfully purchased at retail.

8.20.030 Application for permit.

1. Any person desiring to do any act mentioned in Section 8.20.020 A or C shall apply to the fire chief for a permit.
2. Any person desiring to put on a public display of fireworks under Section 8.20.020 B shall apply in writing to the fire chief for a permit. Application shall be made at least thirty (30) days in advance of the proposed display.

8.20.040 Fire chief report and recommendation.

The fire chief receiving an application for a permit under Section 8.20.030 shall investigate the application and submit a report of findings and a recommendation for or against issuance of the permit, together with reasons, to the city council within five days of receipt of the application.

8.20.050 Approval or denial of application for permit-Fireworks ban.

The city council may grant or deny an application for a permit under Section 8.20.030 if the application meets the standards under this chapter and the fire chief determines that issuance of a permit is appropriate in light of the existing and expected level of fire danger or other health, safety and welfare concerns. The permit shall be granted or denied within twenty-one (21) days after receipt of an application by the fire chief. Notwithstanding, any previously issued permit may be rescinded by the mayor or designee if it is determined that potential fire danger warrants the rescission of the permit. The mayor or designee may ban all use of fireworks within the city of White Salmon if the mayor or designee determines that potential fire danger warrants such a ban. The mayor or designee may consider the existence of a state parks ban on fireworks as well as county mandated fire bans in determining whether or not permits issued under this chapter should be rescinded or fireworks banned.

8.20.060 Compliance with standards adopted pursuant to RCW.

All retail fireworks stands shall comply with all standards adopted pursuant to RCW 70.77.270(2).

8.20.070 Liability insurance requirement.

No retail fireworks permit may be issued to any applicant under Section 8.20.030 A or C unless the retail fireworks stand is covered by a liability insurance policy with coverage of not

less than fifty thousand dollars (\$50,000) and five hundred thousand dollars (\$500,000) for bodily injury liability for each person and occurrence, unless such insurance is not readily available from at least three approved insurance companies. If insurance in this amount is not offered, each fireworks permit shall be covered by a liability insurance policy in the maximum amount offered least three different approved insurance companies, but in no event less than fifty thousand dollars (\$50,000) for liability and two hundred fifty thousand dollars (\$250,000) for bodily injury liability.

8.20.080 Evidence of bond.

The applicant for a permit under Section 8.20.030(B) for a public display of fireworks shall include with the application evidence of a bond issued by an authorized surety company. The bond shall be in the amount required by RCW 70.77.295 and shall be conditioned upon the applicant's payment of all damages to persons or property resulting from or caused by such public display of fireworks, or any negligence on the part of the applicants or its agents, servants, employees, or subcontractors in the presentation of the display. Instead of a bond, the applicant may include a certificate of insurance evidencing the carrying of appropriate liability insurance in the amount required by Section 8.20.070 for the benefit of the person named therein as assured, as evidence of ability to respond to damages. The fire chief receiving the application shall approve the bond or insurance if it meets the requirements of this ordinance.

8.20.090 Hearing on denial of license.

Any applicant who has been denied a permit is entitled to a hearing before the city council within fourteen (14) days of request for the hearing.

8.20.100 Penalties.

Any person convicted of a violation of this ordinance shall be punished by a fine not to exceed five hundred dollars (\$500) for each day the violation continues.

SECTION 2 – SEVERABILITY: If any section, sentence, or phrase of this Chapter is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence or phrase of this Chapter.

SECTION 3 – EFFECTIVE DATE. This ordinance shall take effect 1 year following the date of its publication by summary.

PASSED by the City Council of the City of White Salmon at a regular meeting this 2nd day of June 2021.

Marla Keethler, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

APPROVED AS TO FORM:

Kenneth B. Woodrich, City Attorney