



**White Salmon City Council Meeting – October 17, 2018 – 6:00 p.m.
Fire Hall, 119 NE Church Avenue**

- 1. Call to Order and Presentation of the Flag**
- 2. Roll Call**
- 3. Comments**
 - a. Public**
 - b. Council**
- 4. Changes to the Agenda**
(Changes to the agenda can be made with the concurrence of a majority of the council.)
- 5. 4th Street Improvement Project – Acceptance of Project as Complete and Approval of Payment**
 - a. Presentation and Discussion**
 - b. Action**
- 6. Personal Services Contract – RH2 Engineering, Inc. – SCADA System Master Plan**
 - a. Presentation and Discussion**
 - b. Action**
- 7. 2019 BIAS Software Agreement**
 - a. Presentation and Discussion**
 - b. Action**
- 8. Department of Commerce Interagency Agreement – Growth Management Act Update Grant**
 - a. Presentation and Discussion**
 - b. Action**
- 9. 2019 Preliminary Budget Presentation**
 - a. Presentation and Discussion**
- 10. Consent Agenda**
 - a. Minutes of October 3, 2018**
 - b. Approval of Vouchers**
- 11. Department Head and Committee Reports**
- 12. Executive Session (if needed)**
- 13. Adjournment**

Copies of the information packet are available at City Hall or online at white-salmon.net,

**100 North Main Street PO Box 2139 White Salmon WA 98672
Office: (509) 493-1133 Web Site: www.white-salmon.net**

The City of White Salmon is an equal opportunity employer and provider.



AGENDA MEMO

Needs Legal Review: No
Council Meeting Date: October 17, 2018
Agenda Item: 4th Street Improvement Project – Acceptance of Project and Authorization of Pay Application #1
Presented By: Dustin Conroy, Pioneer Surveying and Engineering and Pat Munyan, City Administrator

ACTION REQUIRED:

Acceptance of the 4th Street Improvement Project and authorization of pay application #1.

PROPOSED MOTION:

Move to accept the 4th Street Improvement Project and to authorization pay application #1 in the amount of \$187,156.13 which includes retainage of \$9,357.81.

Why is it a legislative issue:

The city council is required to accept this project as complete and authorize pay applications.

Explanation of issue:

Dustin Conroy has provided documentation that the 4th Street Improvement Project as completed October 8, 2018. The project was originally contracted at the following and had three change orders:

Original Contract	\$169,821.98
Change Order 1	\$4,990.00
Change Order 2	\$1,540.00
Change Order 3	\$10,804.15
Total Contract	\$187,156.13

Staff Recommendation:

Dustin Conroy, city engineer and staff recommend the council accept the 4th Street Improvement Project and authorize pay application #1.



Pioneer Surveying and Engineering, Inc.

Civil Engineering and Land Planning

October 11, 2018

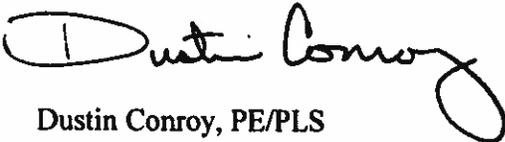
City of White Salmon
Pat Munyan.
White Salmon, WA 98672

RE: City of White Salmon , 2018 4th Street Improvement Project

Dear Mr. Munyan,

Attached is Change Order #3, certificate of substantial completion, time of completion form, and contractor final voucher form. The 2018 4th Street Improvement Project is complete and I recommend acceptance of the project and payment of Pay Application #1..

Sincerely,



Dustin Conroy, PE/PLS

Time of Completion

City of White Salmon

Project: 2018 4th Street Improvement Project

TO: Artistic Excavation

Contract No. 6-E-936(007)-1

PO Box 2409

White Salmon, WA 98672

Date October 11, 2018

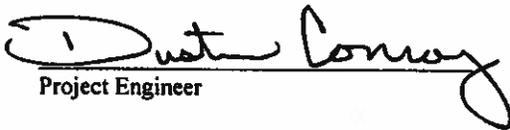
Dear Sir:

This is the timeline for completion of work for the project detailing the current date of completion.

Start of working days	9/4/18
Number of unsuitable weather days thus far	0
Number of days added for Change Orders	0
Total Working Days remaining	0
Weather days	0
<u>Project Completion date for Base Bid:</u>	<u>10/8/18</u>

This order is in accordance with Section 1-08.5 of the Standard Specifications.

Sincerely


Project Engineer

CHANGE ORDER NO. 3

OWNER: City of White Salmon
PROJECT: 2018 4th Street Improvement Project

CONTRACTOR: Artistic Excavation, LLC.

The following changes are hereby made to the Contract Documents:

The amount for Change Order #3 reflects the changes in actual quantities as constructed versus the original bid quantities. Addition excavation was required due to large boulders in the subgrade.

10-3-18 reconciliation between final pay estimate and the Contract amount

Original Contract	\$ 169,821.98
Change Order 1	\$ 4,990.00
Change Order 2	\$ 1,540.00
Additions to unit quantities	\$ <u>10,804.15</u>
 New Contract Total	 \$ 187,156.13

JUSTIFICATION:

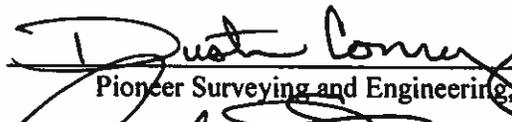
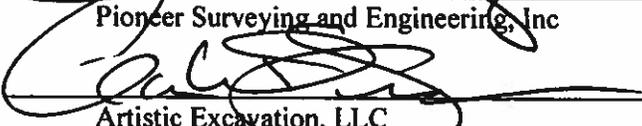
Additional quantities from construction.

This work is associated with Bid Schedule #1.

CHANGE TO CONTRACT TIME: 0 days

NEW DATE OF COMPLETION 10-8-18

APPROVALS:

 Pioneer Surveying and Engineering, Inc	10/11/18 Date
 Artistic Excavation, LLC	10/11/18 Date
 City of White Salmon	10/11/18 Date

CERTIFICATION OF SUBSTANTIAL COMPLETION OF CONSTRUCTION PROJECT

OWNER: CITY OF WHITE SALMON

NAME AND DESCRIPTION OF PROJECT: City of White Salmon 2018 4th Street Improvement Project

DATE OF COMPLETION: 10/3/18

NAME OF CONTRACTOR: Artistic Excavation, LLC

ADDRESS: PO BOX 2409

CITY: White Salmon STATE: WA ZIP: 98672

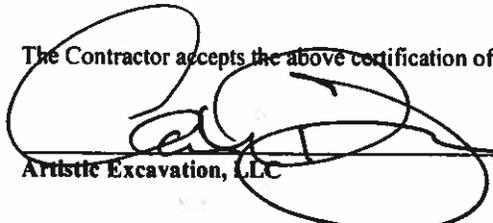
DATE OF CONTRACT: August 30, 2018

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor and Engineer and it has been constructed and substantially completed in accordance with the plans and specifications on the above date.
Remaining retainage will be withheld until releases from the Washington State Departments of Revenue, Employment Security and Labor and Industries are obtained.



PIONEER SURVEYING AND ENGINEERING, INC 10/11/18
DATE

The Contractor accepts the above certification of substantial completion.



Artistic Excavation, LLC 10/11/18
DATE

The City of White Salmon accepts the project as substantially complete and will assume full possession of the project area.

CITY OF White Salmon DATE

CITY OF WHITE SALMON
2018 4TH STREET IMPROVEMENT PROJECT

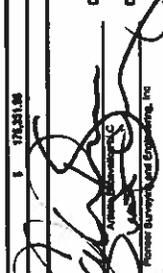
10/3/2018

2018 4TH STREET IMPROVEMENT PROJECT
BID SCHEDULE 1: BASE BID

Prepared for: City of White Salmon

Item No.	Description	Units	Quantity	Artistic Excavation LLC			Quantities			Payment				
				Unit Price	Total Price	%Complete	Previous	Current	Total	Previous	Current	Total	%Complete	
1	MOBILIZATION	LS	1	\$12,500.00	\$12,500.00	100.00%	1.00	1.00	2.00	\$ -	\$ 12,500.00	\$ 12,500.00	100.00%	
2	RESET TRAFFIC SIGNS	EA	3	\$200.00	\$600.00	66.67%	2.00	2.00	2.00	\$ -	\$ 400.00	\$ 400.00	66.67%	
3	ADJUST COVERS AND GRATES TO GRADE (COMMON PROPOSAL)	EA	2	\$250.00	\$500.00	100.00%	2.00	2.00	2.00	\$ -	\$ 500.00	\$ 500.00	100.00%	
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (COMMON PROPOSAL)	LS	1	\$8,000.00	\$8,000.00	100.00%	1.00	1.00	1.00	\$ -	\$ 6,000.00	\$ 6,000.00	100.00%	
5	UNSLUABLE TRENCH AND FOUNDATION MATERIAL	CY	90	\$40.00	\$3,600.00	100.00%	50.00	50.00	50.00	\$ -	\$ 2,000.00	\$ 2,000.00	100.00%	
6	COMMERCIAL HOT MIX ASPHALT	TN	170	\$285.00	\$48,450.00	117.17%	199.19	199.19	117.17%	\$ -	\$ 56,769.15	\$ 56,769.15	117.17%	
7	CRUSHED SURFACING, TOP COURSE	TN	132	\$35.00	\$4,620.00	101.44%	133.90	133.90	101.44%	\$ -	\$ 4,686.50	\$ 4,686.50	101.44%	
8	CRUSHED SURFACING, BASE COURSE	TN	500	\$33.00	\$16,500.00	106.36%	531.80	531.80	106.36%	\$ -	\$ 18,613.00	\$ 18,613.00	106.36%	
9	PAVEMENT REMOVAL	CY	75	\$35.00	\$2,625.00	126.00%	90.00	90.00	126.00%	\$ -	\$ 3,150.00	\$ 3,150.00	126.00%	
10	EXCAVATION	CY	400	\$17.50	\$7,000.00	108.75%	423.00	423.00	108.75%	\$ -	\$ 7,402.50	\$ 7,402.50	108.75%	
11	GEOTEXTILE FABRIC	SF	8054	\$0.37	\$2,979.98	100.00%	8054.00	8054.00	100.00%	\$ -	\$ 2,979.98	\$ 2,979.98	100.00%	
12	CURB RAMP	EA	3	\$2,260.00	\$6,780.00	100.00%	3.00	3.00	100.00%	\$ -	\$ 6,780.00	\$ 6,780.00	100.00%	
13	CURB AND GUTTER - STANDARD	LF	378	\$45.00	\$17,025.00	104.52%	393.00	393.00	104.52%	\$ -	\$ 17,685.00	\$ 17,685.00	104.52%	
14	CONCRETE SIDEWALK	SY	137	\$65.00	\$8,905.00	94.16%	129.00	129.00	94.16%	\$ -	\$ 8,385.00	\$ 8,385.00	94.16%	
15	CONCRETE DRIVEWAYS	SY	52	\$81.00	\$4,212.00	125.00%	65.00	65.00	125.00%	\$ -	\$ 5,265.00	\$ 5,265.00	125.00%	
16	PEDESTRIAN CURB	CY	66	\$50.00	\$3,300.00	122.73%	81.00	81.00	122.73%	\$ -	\$ 4,050.00	\$ 4,050.00	122.73%	
17	PAINTED 1-FT CROSSWALK LINE	LF	60	\$20.00	\$1,200.00	100.00%	60.00	60.00	100.00%	\$ -	\$ 1,200.00	\$ 1,200.00	100.00%	
18	PAINTED STOP BAR	LF	24	\$25.00	\$600.00	41.67%	10.00	10.00	41.67%	\$ -	\$ 250.00	\$ 250.00	41.67%	
19	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$2,500.00	\$2,500.00	100.00%	1.00	1.00	100.00%	\$ -	\$ 2,500.00	\$ 2,500.00	100.00%	
20	ESC LEAD	DAY	25	\$100.00	\$2,500.00	100.00%	25.00	25.00	100.00%	\$ -	\$ 2,500.00	\$ 2,500.00	100.00%	
21	SURFACE RESTORATION	LS	1	\$8,000.00	\$8,000.00	100.00%	1.00	1.00	100.00%	\$ -	\$ 6,500.00	\$ 6,500.00	100.00%	
22	ROCK EXCAVATION (COMMON PROPOSAL)	CY	10	\$340.00	\$3,400.00	100.00%	10.00	10.00	100.00%	\$ -	\$ 3,400.00	\$ 3,400.00	100.00%	
23	12" DIA STORM SEWER PIPE	LF	47	\$90.00	\$4,230.00	102.13%	48.00	48.00	102.13%	\$ -	\$ 3,940.00	\$ 3,940.00	102.13%	
24	CATCH BASIN	EA	2	\$1,850.00	\$3,700.00	100.00%	2.00	2.00	100.00%	\$ -	\$ 3,900.00	\$ 3,900.00	100.00%	
25	SHORING	LS	1	\$1,200.00	\$1,200.00	0.00%	0.00	0.00	0.00%	\$ -	\$ -	\$ -	0.00%	
SUBTOTAL SCHEDULE 1					\$188,821.88						0.00	\$ 180,626.13	\$ 180,626.13	106.36%

Item No.	Description	Units	Quantity	Artistic Excavation LLC			Quantities			Payment					
				Unit Price	Total Price	%Complete	Previous	Current	Total	Previous	Current	Total	%Complete		
1	Thickened Concrete Edge	LS	1	\$4,980.00	\$ 4,980.00	0.00%	0.00	0.00	1.00	1.00	100.00%	\$ -	\$ 4,980.00	\$ 4,980.00	100.00%
2	Additional Excavation	LS	1	\$1,540.00	\$ 1,540.00	100.00%	0.00	1.00	1.00	1.00	100.00%	\$ -	\$ 1,540.00	\$ 1,540.00	100.00%
TOTAL CONSTRUCTION COST					\$ 6,520.00							\$ -	\$ 6,520.00	\$ 6,520.00	100.00%
TOTAL CONSTRUCTION COST BID SCHEDULE 1: BASE					\$188,821.88							\$ -	\$ 180,626.13	\$ 180,626.13	106.36%
CHANGE ORDER 1					\$4,980.00							\$ -	\$ 4,980.00	\$ 4,980.00	100.00%
CHANGE ORDER 2					\$1,540.00							\$ -	\$ 1,540.00	\$ 1,540.00	100.00%
TOTAL CONSTRUCTION COST					\$176,351.88							\$ -	\$ 187,156.13	\$ 187,156.13	106.13%
Amount Retained (%)												\$ -	\$ 9,971.81	\$ 9,971.81	0.00%
Grand Total, Including Tax					\$ 178,581.88							\$ -	\$ 177,788.32	\$ 177,788.32	100.00%

CONTRACTOR:  DATE: 10/4/18
 APPROVED BY:  DATE: 10/8/18
 APPROVED BY: _____ DATE: _____
 APPROVED BY: _____ DATE: _____

City of White Salmon



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 17, 2018
Agenda Item: Personal Services Contract, RH2 Engineering, Inc. – SCADA System Master Plan
Presented By: Patrick Munyan, City Administrator and Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization to sign Personal Services Contract with RH2 Engineering, Inc. for developing a SCADA System Master Plan for an amount not to exceed \$53,228.

PROPOSED MOTION:

Move to authorize signing Personal Services Contract with RH2 Engineering, Inc. for developing a SCADA System Master Plan for an amount not to exceed \$53,228.

Why is it a legislative issue:

The city council approves contracts.

Explanation of issue:

The City needs to replace its SCADA (supervisory control and data acquisition) system. This is a system that monitors the city's water system.

The city reviewed Statements of Qualifications from companies listed on the MRSC Professional services roster who identified they had experience with SCADA systems. The statement of qualifications were evaluated by the City Administrator, Clerk Treasurer and Public Works Operations Manager. The city selected the highest ranking company, RH2 Engineering, to negotiate a Scope of Work and Cost for the proposed project. Attached is the proposed Scope of Work and Cost Estimate. The work done by RH2 Engineering will allow the City of White Salmon to go out to bid next for the actual replacement of the SCADA system.

Funding for this contract is available within the overall water fund, however a specific budget amendment will be needed to allocate the funds.

Funding for the replacement of the SCADA system is budgeted in the 2019 budget.

Staff Recommendation:

Staff recommends the city council authorize signing a Personal Services contract with RH2 Engineering for developing a SCADA System Master Plan for an amount not to exceed \$53,228.

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 way 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 intentional 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 consultants, 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 the 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 Americans 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.

EXHIBIT A
Scope of Work
City of White Salmon
SCADA System Master Plan

August 2018

Background

The City of White Salmon's City supervisory control and data acquisition (SCADA) system consists of the instrumentation, controllers, computers, software, and communication components required to monitor and control the City's water and wastewater infrastructure. Most of the existing SCADA system has reached the end of its operational life.

The City has requested the services of RH2 Engineering, Inc., (RH2) to create a SCADA Master Plan that would accomplish the following:

- Identify existing hardware/software systems using operation and maintenance (O&M) documents and on-site inventory.
- Implement a communications review and wireless path study to identify options to replace existing land lines.
- Establish standards for the City in instrumentation, control equipment, communications, and SCADA computer systems.
- Identify methods of SCADA upgrade phasing that would allow the system to continue operating during upgrades.
- Identify engineering estimates and yearly budgets as part of the final master plan.

The goals of this project are to upgrade the existing SCADA system using a cost-effective methods while maintaining reliability and redundancy.

Task 1 – Project Management and Administration

Objective: Manage and coordinate RH2 staff, schedule, and budget, and provide related services required for the project.

Approach:

- 1.1 Manage the RH2 project team to track work elements accomplished, work items planned for the next phase, man-hours, scope changes, time, and budget needed to complete the Scope of Work. Prepare progress reports to summarize what was accomplished each month, anticipated work for the following month, and identifying potential problems or changes. Submit a monthly invoice summarizing costs and remaining budget by task.
- 1.2 Communicate issues to the City's project manager by phone or email as needed. Develop meeting agendas and minutes and submit within three (3) days of meetings, site visits, or conference calls listed in this Scope of Work.
- 1.3 Develop and maintain an action item list that includes an identified owner of each action item.

RH2 Deliverables:

- Monthly progress reports and invoices in electronic format (PDF).
- Meeting agendas and minutes for meetings in this Scope of Work in electronic format (PDF).
- Action item list in electronic format (PDF).

Task 2 – Review of Existing SCADA Infrastructure

Objective: Review the City’s existing SCADA design, planning, and O&M documentation to understand the original implementation. Meet with the existing City stakeholders to review the existing SCADA system components and architecture, existing communication methods, hardware and software, and future SCADA system goals identified by City staff.

Approach:

- 2.1 Obtain and review relevant design, planning, and O&M documentation relating to the existing SCADA system. Create an agenda and list of questions for meeting with City stakeholders.
- 2.2 Attend one (1) meeting with City stakeholders to review the existing system and identify the City’s goals for the existing and future SCADA system. Create a memorandum identifying information collected during the meeting for review by City staff.
- 2.3 Perform an on-site inventory of applicable City facilities.

Assumptions:

- *Refer to the attached Exhibit B – Fee Estimate for an estimate of time required for tasks. Revisions due to changes in criteria after those elements have been completed will require a Scope of Work and Fee Estimate amendment.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*

Provided by City:

- Existing SCADA system design, planning, and O&M documentation.
- Existing programmable logic controller (PLC), operator interface, and radio configuration software.
- City stakeholder’s ability to attend review meeting with RH2.
- City staff member to escort RH2 to each applicable city facility for on-site inventory.

RH2 Deliverables:

- Meeting agenda and preliminary list of questions for review meeting in electronic format (PDF).
- Meeting memorandum and action items in electronic format (PDF).

Task 3 – Perform Communication Method and Path Study

Objective: Identify next generation SCADA system communications options for final master plan evaluation.

Approach:

- 3.1 Attend site visits with RH2’s subconsultant Accu-Comm to each of the intended sites involved to ascertain existing infrastructure and determine necessary wireless equipment. This task will also

- include ascertaining potential above-ground antenna height levels for each site, as well as transmission line run distances.
- 3.2 Using the sites and locations specified and the results from the site visits, Accu-Comm will perform a computer-based Terrain Analysis from a master or masters to each remote site, as specified, using as fine a gradient vertical database as is available that is compatible with Softwright's TAP program.
 - 3.3 Based upon the outcome of the Terrain Analysis, Accu-Comm will develop a system topology that provides for paths that are clear as to Line of Site (LOS) regarding terrain infringement, based upon use of Ethernet capable Radio Frequency (RF) routing equipment
 - 3.4 RH2 and Accu-Comm will prepare wireless equipment and frequency band recommendations that consider the results of the Terrain Analysis/System topology outcome.
 - 3.5 Accu-Comm will revisit the sites to perform detailed RF measurements, perform path availability tests that are based upon actual data transfers, and log the test results. *This will involve temporarily placing RF equipment, antennas, masts, and possibly other infrastructure as necessary to perform these tests at each site.* Path availability outcomes will fail if they do not meet manufacturer-specified minimums.
 - 3.6 Pending outcome of these tests, Accu-Comm and RH2 will finalize a system topology to be employed for approval by the City. This topology will include cost estimates for a 460 megahertz (MHz) upgrade, along with options for using other communications technologies. These options will be based on the priority of each location to identify issues such as communications speed, redundancy, and reliability.
 - 3.7 Pending approval of the recommended system topology, Accu-Comm and RH2 will provide a preliminary report to the City.

Assumptions:

- *Refer to the attached Exhibit B – Fee Estimate for an estimate of time required for tasks. Revisions due to changes in criteria after those elements have been completed will require a Scope of Work and Fee Estimate amendment.*
- *RH2 will rely upon the accuracy and completeness of materials, data, and information provided or generated by the City or others in relation to this Scope of Work.*

Provided by City:

- Access to facility wireless communications systems.
- Approval of system topology.

RH2 Deliverables:

- Preliminary path study report in electronic format (PDF).

Task 4 – Prepare SCADA Master Plan Report

Objective: Provide 60- and 90-percent SCADA Master Plan with detailed system evaluations and recommendations, including budgets and schedules. Finalize SCADA Master Plan based on City feedback.

Approach:

- 4.1 Perform an evaluation of the existing SCADA system.

- 4.2 Identify current SCADA standards for upgraded system based on current industrial and Pacific Northwest standards for instrumentation, control equipment, communications, SCADA computer systems, remote access, and alarm notification.
- 4.3 Based on discussions with the City, identify recommendations for future upgrades of the existing SCADA system. These recommendations will identify the priorities of SCADA upgrades, along with the estimated design/construction costs, schedules, and recommended products to use for each upgrade.
- 4.4 Submit 60-percent documents for City Review. After a review period, RH2 will attend one (1) review meeting with the City to discuss 60% master plan in detail. Based on feedback from the City, continue with 90-percent master plan. Submit 90-percent documents for City review.
- 4.5 Finalize SCADA Master Plan report after 90% review and comment period based on feedback from the City's SCADA system stakeholders.

Assumptions: Refer to the attached *Exhibit B – Fee Estimate* for an estimate of time required for tasks. Revisions due to changes in criteria after those elements have been completed will require a *Scope of Work and Fee Estimate* amendment.

Provided by City:

- 60- and 90-percent review and comments for final SCADA Master Plan report.
- Attendance at one (1) review meeting.

RH2 Deliverables:

- 60- and 90-percent SCADA Master Plan documents in electronic format (PDF).
- Attendance at one (1) review meeting with City staff.
- Final SCADA Master Plan report in electronic format (PDF).

PROJECT SCHEDULE

The 60-percent SCADA Master Plan for City review will require forty-five (45) days to complete following notice to proceed. RH2 will schedule a meeting with City Staff to review the 60-percent plan. The 90-percent SCADA Master Plan for City review will require twenty-one (21) days to complete following the review comments by City Staff. Final plan will be completed within fourteen (14) days of final comments from City staff.

EXHIBIT B

**City of White Salmon
SCADA System Master Plan
Fee Estimate**

Description		Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification						
Task 1	Project Management and Administration	6	\$ 1,362	\$ -	\$ 34	\$ 1,396
1.1	Manage the RH2 Team, Prepare Monthly Progress Reports and Invoices	2	\$ 454	\$ -	\$ 11	\$ 465
1.2	Communicate Issues with City and Develop Meeting Minutes	2	\$ 454	\$ -	\$ 11	\$ 465
1.3	Develop and Maintain an Action Item List	2	\$ 454	\$ -	\$ 11	\$ 465
Task 2	Review of Existing SCADA Infrastructure	28	\$ 6,356	\$ -	\$ 377	\$ 6,733
2.1	Obtain and Review Existing O&M Documentation	8	\$ 1,816	\$ -	\$ 45	\$ 1,861
2.2	Attend Initial Meeting with City Stakeholders	4	\$ 908	\$ -	\$ 23	\$ 931
2.3	Perform On-Site Inventory of City Facilities	16	\$ 3,632	\$ -	\$ 309	\$ 3,941
Task 3	Perform Communication Method and Path Study	15	\$ 3,129	\$ 24,196	\$ 78	\$ 27,403
3.1	Attend Site Visits to Determine Equipment Needs	-	\$ -	\$ 24,196	\$ -	\$ 24,196
3.2	Perform Computer Terrain Analysis	-	\$ -	\$ -	\$ -	\$ -
3.3	Develop System Topology Analysis	-	\$ -	\$ -	\$ -	\$ -
3.4	Provide Wireless Equipment and Frequency Band Recommendations	4	\$ 908	\$ -	\$ 23	\$ 931
3.5	Perform On-site Radio Path Availability Tests	-	\$ -	\$ -	\$ -	\$ -
3.6	Finalize System Topology	-	\$ -	\$ -	\$ -	\$ -
3.7	Provide Preliminary Detailed Report	11	\$ 2,221	\$ -	\$ 56	\$ 2,277
Task 4	Prepare SCADA Master Plan Report	75	\$ 17,052	\$ -	\$ 644	\$ 17,696
4.1	Prepare Evaluation of Existing SCADA System	16	\$ 3,632	\$ -	\$ 91	\$ 3,723
4.2	Identify Current SCADA Standards	16	\$ 3,632	\$ -	\$ 91	\$ 3,723
4.3	Identify SCADA System Upgrade Recommendations	16	\$ 3,632	\$ -	\$ 91	\$ 3,723
4.4	Submit 60% and 90% Plan and Attend One (1) Review Meeting with City	19	\$ 4,340	\$ -	\$ 327	\$ 4,667
4.5	Finalize SCADA Master Plan	8	\$ 1,816	\$ -	\$ 45	\$ 1,861
PROJECT TOTAL		124	\$ 27,899	\$ 24,196	\$ 1,133	\$ 53,228

EXHIBIT C
RH2 ENGINEERING, INC.
2018 SCHEDULE OF RATES AND CHARGES

RATE LIST	RATE	UNIT
Professional I	\$144	\$/hr
Professional II	\$157	\$/hr
Professional III	\$170	\$/hr
Professional IV	\$180	\$/hr
Professional V	\$197	\$/hr
Professional VI	\$209	\$/hr
Professional VII	\$227	\$/hr
Professional VIII	\$236	\$/hr
Professional IX	\$236	\$/hr
Technician I	\$104	\$/hr
Technician II	\$110	\$/hr
Technician III	\$136	\$/hr
Technician IV	\$145	\$/hr
Administrative I	\$71	\$/hr
Administrative II	\$83	\$/hr
Administrative III	\$99	\$/hr
Administrative IV	\$117	\$/hr
Administrative V	\$135	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Mileage	\$0.545	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 17, 2018
Agenda Item: BIAS Software Agreement
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization to sign BIAS Services Order for \$9,339.62 for 2019 services.

PROPOSED MOTION:

Move to authorize signing BIAS Software Services Order Form for 2019 services in the amount of \$9,339.62

Why is it a legislative issue:

The city council approves agreements.

Explanation of issue:

The City uses BIAS Software for its financial, payroll, utility billing, cash receipting and building permit modules. The city pays an annual fee each year. The fee for 2019 is \$9,339.62. These costs are included in the preliminary 2019 budget.

Staff Recommendation:

Staff recommends the city council authorize the BIAS Software Services Order Form for 2019 services in the amount of \$9,339.62.

SERVICES ORDER FORM

ORDER FORM for: City of White Salmon

Prepared on: October 8, 2018

Contract Start Date: 01-01-2019

Contract End Date: 12-31-2019

MANAGED SERVICES TOTAL	\$9,339.62
Financial Essentials Payroll Plus Utilities Essentials Cash Receipting Essentials Back-up Building Permits	

ORDER PREPARED FOR:

Company: **City of White Salmon**
 Contact: **Jan Brending**
 Address: **100 N Main St.**
PO Box 2139
White Salmon, Washington 98672
 Phone: **(509) 493-1133**
 Email: janb@ci.white-salmon.wa.us

ORDER PREPARED BY:

Company: **BIAS Software**
 Proposed by: **Katie Felchlin**
 Address: **327 E. Pacific**
Spokane, WA 99202
 Phone: **(509) 443-3332**
 Email: katie@biassoftware.com

ORDER DETAILS

ORDER DETAILS					
PRODUCTS	Enhancements	ORDER TERM (MONTHS)	MONTHLY/UNIT PRICE	QTY	TOTAL PRICE
Financial Essentials	None	12	\$96.00	1	\$1,151.96
Payroll Plus	MyBIAS: Timesheets	12	\$153.39	1	\$1,840.62
Utilities Essentials	Xpress	12	\$191.99	1	\$2,303.91
Cash Receipting Essentials	None	12	\$133.56	1	\$1,602.72
Back-up	N/A	12	\$54.17	1	\$650.00
Building Permits	None	12	\$86.25	1	\$1,035.00
<i>Discounts:</i>					
Tax:					\$755.41
Remarks:					Grand Total (Tax Included)
					\$9,339.62

SERVICES ORDER FORM

ORDER FORM for: City of White Salmon

Prepared on: October 8, 2018

Contract Start Date: 01-01-2019

Contract End Date: 12-31-2019

MANAGED SERVICES TOTAL	\$9,339.62
Financial Essentials Payroll Plus Utilities Essentials Cash Receipting Essentials Back-up Building Permits	

TERMS AND CONDITIONS

PAYMENT

Annual Support Fee is due on the contract year by January 31st. Invoice will be generated upon receiving signed Order Form.

REMARKS

Upon signature by Customer and submission to BIAS, this Order Form shall become legally binding and governed by the Master Subscription Agreement v.8.10.04 between BIAS and Customer unless otherwise agreed by BIAS and Customer.

During the Contract Term and for one year thereafter, Customer shall not disclose the pricing or terms hereunder to any third party (unless required by law) without BIAS prior written consent.

Name: _____ Title: _____ Date: _____	Signature: _____
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PLEASE RETURN BOTH PAGES

PLEASE SIGN DIGITALLY OR PRINT AND FAX TO 888.228.0030 OR EMAIL TO [KATIE@BIASSOFTWARE.COM](mailto:katie@biassoftware.com)

MASTER SUBSCRIPTION AGREEMENT



This agreement governs your acquisition and use of our services.

By accepting this agreement, either by clicking a box indicating your acceptance or by executing an order form that references this agreement, you agree to the terms of this agreement. If you are entering into this agreement on behalf of a government entity or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services.

AGREEMENT:

- 1. Defined Terms.** Certain terms used in this Agreement, including order forms, have defined meanings, which are provided in Section 17, and in other Sections herein. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.
- 2. Grant of License.** In consideration of this agreement and the Order Forms we will (a) make the Services and Content available to You, (b) provide our standard support for the Purchased Services, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Application Services available 24 hours a day, 7 days a week, except for (i) planned downtime (of which will give 24 hour notice and which We shall schedule to the extent practicable during the weekend hours), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.
- 3. Ownership; Proprietary Protection.** This Agreement does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, all derivative works, unique design concepts, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), in any media now existing or subsequently developed, whether created by Licensor or any other party, subject to the rights of Licensee expressly granted herein.
- 4. Confidential Information; Non-Disclosure.** Licensee acknowledges that the Software and User Materials, and all underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and Licensor's methods of business and technical operation (collectively referred to as "Confidential Information") are confidential and contain trade secrets. Licensee shall not use, disclose or cause disclosure of, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Licensor, except that Licensee is authorized to disclose Confidential Information to Licensee's employees or agents as required for Licensee's use of the Software as authorized by this Agreement or as required by Law, which obligation shall survive the termination of this License. All of the Licensed Modules have Security Key Words assigned to them, and the Licensee agrees not to disclose these Keywords to any Third Party. Licensee shall indemnify Licensor for damages or costs incurred by Licensor as a result of the unauthorized use, disclosure or distribution of any Confidential Information by Licensee or any of Licensee's employees or agents.
- 5. Custom Modifications.** Custom modification requests will be considered. A quote for programming and training for these modifications will be provided to the Client. BIAS Software will make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether and when such services can be provided.
- 6. Support Services.** Basic support services provided by the Vendor shall consist of the following:

MASTER SUBSCRIPTION AGREEMENT



- a. **Unlimited Remote Support Services.** BIAS Software will provide a toll-free number and remote access software for Client use to contact any BIAS-trained operator during normal business hours (8:00 am – 5:00 pm PST), excluding major national holidays.
- b. **Error Corrections.** BIAS agrees to use all diligent effort to correct verifiable and reproducible errors within a reasonable time period, after being reported to BIAS. The correction will be considered 'fixed' when the Application functions as intended.
- c. **State and Federal Regulations.** BIAS will provide updates required to conform to State and Federal regulations, including current tax tables, W2, and 1099 forms. Programming required to conform to local government ordinances will be subject to additional charges.
- d. **Exceptions – the following services and issues are not covered by or included in the Service Agreement**
 - i. **Misuse.** Service or support required resulting from deliberate misuse of licensed modules.
 - ii. **On-Site Services.** On-site support and training will be charged at the current fee schedule, if required.
 - iii. **Balanced Books.** On-site or off-site services for balancing Client books are outside this agreement and subject to our standard Fee Schedule.
 - iv. **Extended or Emergency Technical Support.** BIAS Software will charge standard Professional Service rates when the Client is not properly staffed or trained and must complete time-consuming support issues such as payroll or utility billing.
 - v. **Third-Party Hardware or Software.** BIAS Software is not responsible for supporting or maintaining any software or hardware not supplied by the Vendor. BIAS Software does not guarantee compatibility with printers, hardware or third-party software.
 - vi. **Security of Financial Information.** It is understood that the security of financial information stored within the BARS Integrated Accounting System, (BIAS,) (Hereinafter referred to as the "Program,") or generated by the Program and stored in an electronic or paper format, is the sole responsibility of the Client and its related entities and affiliates. BIAS Software or its assignees shall not be held responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Client controlled electronic media or physical storage locations. Client acknowledges that Client is solely responsible for the Client's security procedures, including but not limited to password security, encryption of sensitive information, proper handling of payroll ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Client and its related entities and affiliates agree to indemnify and hold harmless BIAS Software or its assignees from all costs, damages, expenses, and attorneys' fees incurred in an event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.
 - vii. **New Products.** New module releases along with the associated training and implementation costs.
 - viii. **Significant Program Upgrades.** Significant program upgrades are identified by version numbering changes in digits to the left of the decimal point (X.00). These upgrades, due to their complexity, are subject to additional fees.

- ix. **Data Integrity.** (Non-BIAS Hosted Users) Power outages, surges, spikes, brownouts and other changes in the electrical current may corrupt and damage data. BIAS Software assumes no liability for any data corruption or loss due to inadequate protection, lack of data backups, or computer system malfunctions.

7. Fees

- a. **Fees.** You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- b. **Invoicing and Payment.** Purchased Services shall be paid yearly by January 31st of the current year unless otherwise stated in the Order Forms.
- c. **Overdue Charges.** If any invoiced amount is not received by Us by the due date, then without limiting our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5%.
- d. **Suspension of Service.** If we don't receive payment for invoiced services within 90 days, we will suspend your account.
- e. **Taxes.** Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority
- f. **Service Fees.** Service fees are included in the Order Forms.
- g. **Key Personnel Replacement and "Essential Training".** Qualified training for new users is very important. BIAS Software will require "Essential Training" in key positions including, but not limited to Finance Directors, Accounting Clerks, Utility Billing Clerks and Payroll Clerks.
 - i. **Essential Training Express - \$950 (Duration is 6-8 Weeks)**
 - 1. Dedicated Training Specialist for up to 8 weeks
 - 2. Up to Four (4) Training Appointments
 - 3. Up to One (1) Rescue Appointments
 - 4. One (1) BIAS Resource Training
 - ii. **Essential Training Professional - \$1,250 (Required for 3+ Modules)**
 - 1. Includes Essential Training Express *plus*
 - a. Two (2) Additional Training Appointments
 - b. One (1) Additional Rescue Appointments

- h. **Rescue Help.** Rescue will be offered separately if Key Position is temporary. Service will be billed automatically each month.
 - i. **Rescue Express - \$950 Monthly**
 - 1. Up to Three (3) Rescue Appointments a Month
 - 2. One (1) Maintenance Appointment a Month
 - ii. **Rescue Professional - \$1,250 Monthly (Required for 3+ Modules)**
 - 1. Includes the Rescue Express *plus*
 - a. One (1) Rescue Appointment a Month
 - b. One (1) Maintenance Appointment a Month
 - i. **Professional Services.** for Clients without an active Order Form, ala carte prices (Subject to Change):
 - i. \$100 per hour for Accounting Services
 - ii. \$175 per hour for Professional Services
 - iii. \$250 per hour for Programming
8. **Licensee's Cooperation.** The Licensee is responsible for selecting operator(s) who are qualified to operate the Software and are familiar with the information, calculations, and reports that serve as input and output. Any data entry errors are the responsibility of the Licensee and the Licensor does not assume the cost of any necessary servicing, repair or correction. Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires substantial effort and cooperation by Licensee. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Licensor and Licensee will take place between Licensor and Licensee Project Manager.
9. **Acceptance Testing Period.** Licensee shall be deemed to have accepted the Application ninety (90) days after "Live Status", unless, during that ninety (90) day period (the "Acceptance Testing Period"), an Error occurs in the operation of the Application, and, by the end of the Acceptance Period, Licensee gives Licensor written notice of non-acceptance describing the Error in reasonable detail. If Licensee gives a proper notice of non-acceptance to Licensor, then:
- a. **Investigation.** Licensor shall investigate the reported Error. Licensee shall provide to Licensor reasonably detailed documentation and explanation, together with underlying data, to substantiate the Error and to assist Licensor in its efforts to diagnose, reproduce, and if necessary correct the Error.
 - b. **Material Failure Found.** If an Error exists, Licensor shall, within thirty (30) days (or such longer period as may be reasonable under the circumstances) after receipt of Licensee's notice of non-acceptance, correct the Error so that the Application functions in Material conformity with the Specifications. Upon correcting the Error within such period Licensor shall notify Licensee in writing that the Error has been corrected and another Acceptance Testing Period shall begin in accordance with this Section 9.

- c. **No Error Found.** If there was no Error, or an identified failure to perform was not attributable to a defect in the Application or an act or omission of Licensor, then Licensor shall give written notice to Licensee explaining its determination in reasonable detail, and Licensee shall have thirty (30) days to respond with additional documentation or written explanation regarding the Error. If Licensee provides such response, Licensor shall be afforded thirty (30) days to review the response and, if necessary, attempt to correct the Error. If Licensee does not provide such response within thirty (30) days, then Licensee shall be deemed to have accepted the Application as of the date of Licensor's notice.
10. **Term; Default; Opportunity to Cure.** This Agreement is effective as of the Contract Start Date of the Order Form and shall continue until Contract End Date of the Order Form. The License shall terminate upon default, cancellation, repudiation or rejection of this Agreement by either party. A party shall be considered in default only if the party, thirty (30) days after receiving written notice from the other party identifying with reasonable specificity a Material failure to comply with any term or condition contained herein (including without limitation Licensee's failure to pay any fees or charges due under this Agreement or any related Purchased Services, and Licensor's breach of the limited warranty provided in Section 11), has not cured such failure or breach. In the event of termination other than termination resulting from a default by Licensor, no License Fees or other Fees then paid or payable shall be waived or refunded, and any License Fees then unpaid shall be immediately payable in full.
11. **Limited Warranty.** LICENSOR WARRANTS THAT IT HAS TITLE TO THE SOFTWARE AND THAT IT HAS FULL AUTHORITY TO GRANT THIS LICENSE TO LICENSEE. LICENSOR ALSO WARRANTS THAT, AS TO EACH APPLICATION, FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF LICENSEE'S ACCEPTANCE OF THE APPLICATION, THE APPLICATION WILL FUNCTION WITHOUT ERROR. LICENSOR MAKES NO WARRANTY REGARDING THE USABILITY OR CONVERTIBILITY OF ANY OF LICENSEE'S DATA, THE SUITABILITY OF THE SOFTWARE FOR LICENSEE'S NEEDS, OR ANY PERFORMANCE PROBLEM, CLAIM OF INFRINGEMENT OR OTHER MATTER ATTRIBUTABLE TO ANY USE OR MODIFICATION OF THE SOFTWARE, OR COMBINATION OF THE SOFTWARE WITH ANY OTHER SOFTWARE OR COMPUTER PROGRAM OR COMMUNICATIONS DEVICE, NOT EXPRESSLY AUTHORIZED BY LICENSOR IN WRITING. DETERMINATION OF BREACH OF THE FOREGOING LIMITED WARRANTY OR DEFAULT UNDER THIS SECTION 11 SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF SECTION 10, AND UPON RECEIPT OF WRITTEN NOTICE OF BREACH OF WARRANTY LICENSOR SHALL BE AFFORDED A PERIOD OF THIRTY (30) DAYS TO CURE THE REPORTED ERROR, FAILURE OR OTHER BREACH. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, OR CAPACITY.
12. **Limitation of Remedies and Liability.** The cumulative liability of Licensor to Licensee for all claims relating to the Software and any services rendered hereunder or in Purchased Services, arising under or relating to this or any related agreement or warranty (including without limitation the limited warranty provided pursuant to Section 11), or otherwise in contract, tort, strict liability, indemnity or any cause of action whatsoever, shall in all events be limited to the total amount of the Fees paid to Licensor under this Agreement for the relevant Application(s) and related services. In no event shall Licensor be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise, even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability shall apply regardless of the success or effectiveness of other remedies, The Fees herein and terms hereof have been agreed to by Licensor in reliance on the allocation of risk and limitation of liability set forth in Section 7 and this Section 12.
13. **Venue; Governing Law.** Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the Federal District Court for the District of Eastern Washington, or, if Federal jurisdiction is not available, the

MASTER SUBSCRIPTION AGREEMENT



Spokane County Superior Court, Washington. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Washington, as such laws apply to a contract made and performed in such state, without regard to conflicts of law provisions.

14. **Entire Agreement; Construction Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, Oral, written or implied, including those involving any agent of either party, relating to the subject matter herein.
- a. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement.
 - b. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement.
 - c. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely Licensee's responsibility to develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the database is archived to a removable medium on a daily basis.
15. **Modification: No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
16. **Attorney's Fees.** If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.
17. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.
- a. **"Agreement"** means this Master Subscription Agreement.
 - b. **"Order Form"** means an ordering document specifying the Services to be provided hereunder that is entered into between you and us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an

Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

- c. **“Purchased Services”** means Services that you or Your Affiliate purchase under an Order Form.
- d. **“Cure”** as applied to a Software or Application Error shall include the provision of alternate, but functionally equivalent and no less effective or efficient, functions or means.
- e. **“Error”** as applied to the Software or an Application means a reproducible failure to perform in accordance with the Specifications in some MATERIAL respect attributable to a defect in the Software or Application or to an act or omission of Licensor.
- f. **“Material”** as applied to the Software or an Application, shall mean a significant or
 - i. substantial alteration or effect on the function or output thereof.
- g. **“Specifications”** means the written (both hard copy and electronic text files) description of the functions, capacity, performance and features of the Software as delivered by Licensor to Licensee under this Agreement (including, without limitation, any such description in a written response to RFP or RFI delivered by Licensor to Licensee, in a Licensor product brochure provided by Licensor specific to the Software, or in written correspondence from Licensor to Licensee).
- h. **“Software”** at times also referred to as the “Application,” means the version of the BIAS Software, Inc. software packages, applications and interfaces selected by Licensee, listed on Attachment A: Purchase Order as licensed modules (each an ‘Application’), current at the time of signing this Agreement, and shall include any Licensee Modifications and Licensor Modifications provided by Licensor to Licensee.
- i. **“User Materials”** means all written and electronic documentation, manuals and materials provided by Licensor to Licensee for use in connection with the Software.
- j. **“Security Keywords”** All Licensed Modules have confidential user-rights keywords assigned to them, and the Licensee agrees not to disclose these keywords to any Third Party.



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: October 17, 2018
Agenda Item: Department of Commerce Interagency Agreement – Growth Management Act Update Grant
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

Authorization to sign Interagency Agreement with Department of Commerce for Growth Management Act Update Grant in the amount of \$2,500.

PROPOSED MOTION:

Move to authorize signing Interagency Agreement with Department of Commerce for Growth Management Act Update Grant in the amount of \$2,500.

Why is it a legislative issue:

The city council approves interagency agreements.

Explanation of issue:

The Department of Commerce has made a grant of \$2,500 available to the City of White Salmon as we are in the process of updating our critical areas ordinance.

Staff Recommendation:

Staff recommends the city council authorize signing the Interagency Agreement with Department of Commerce for Growth Management Act Update grant in the amount of \$2,500.



Department of Commerce

Interagency Agreement with

City of White Salmon

through

Washington State Department of Commerce
Local Government Division
Growth Management Services

For

Growth Management Act
Update Grant

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 18-63210-044

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Growth Management Act – Update Grant**

1. Contractor City of White Salmon PO Box 2139 White Salmon, WA 98672		2. Contractor Financial Representative Jan Brending, Clerk/Treasurer (509) 493-1133 x205 janb@ci.white-salmon.wa.us	
3. Contractor Representative Jan Brending, Clerk/Treasurer (509) 493-1133 x205 janb@ci.white-salmon.wa.us		4. COMMERCE Representative Scott Kuhta Senior Planner 509.795.6884 scott.kuhta@commerce.wa.gov PO Box 42525 Olympia, 98504-2525	
5. Contract Amount \$2,500	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date Date of Execution	8. End Date June 30, 2019
9. Federal Funds (as applicable) N/A	Federal Agency: N/A	CFDA Number N/A	
10. Tax ID # N/A	11. SWV # SWV0000319-00	12. UBI # 203-000-029	13. DUNS # N/A
14. Contract Purpose Assistance with land use planning work, which will contribute towards final completion of the review, and if needed, revision of the comprehensive plan and/or development regulations, required under the Growth Management Act, RCW 36.70A.130.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract are governed by this Contract and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget.			
FOR CONTRACTOR _____ David Poucher, Mayor City of White Salmon _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
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1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed **two thousand five hundred dollars (\$2,500)** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work (Attachment A). Contractor's compensation for services rendered shall be based on Schedule set forth in the Budget (Attachment B).

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon satisfactory acceptance of each deliverable and receipt of properly completed invoices.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number **18-63210-044**. COMMERCE will provide the Contractor with the invoice and instructions for completion.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

Section 2, Advance Payments Prohibited, of the General Terms and Conditions attached hereto, does not apply to this Contract and is hereby deleted in its entirety.

COMMERCE may pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable if incurred on or after July 1, 2017. Such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
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4. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. INSURANCE

The Contractor shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect COMMERCE should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Agreement.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit to COMMERCE within fifteen (15) calendar days of the Agreement start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Agreement, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Contractor shall provide insurance coverage that shall be maintained in full force and effect during the term of this Agreement, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Agreement activity but no less than \$1,000,000 per occurrence. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

Government Contractors that Participate in a Self-Insurance Program

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the Contractor may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the Contractor shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. Contractors participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Contractor shall provide annually to COMMERCE a summary of coverages and a letter of self-insurance, evidencing continued coverage under Contractor's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self-insurance will be provided on the anniversary of the start date of this Agreement.

**SPECIAL TERMS AND CONDITIONS
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6. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Contract shall be made by COMMERCE.

3. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

4. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ASSIGNMENT

Neither this Contract, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

7. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

8. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- 1. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;

**GENERAL TERMS AND CONDITIONS
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2. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 3. All personal information in the possession of the Contractor that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

9. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the CONTRACTOR terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the CONTRACTOR in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The CONTRACTOR and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked with the COMMERCE program executing this Contract, including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the CONTRACTOR may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

10. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and

**GENERAL TERMS AND CONDITIONS
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interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

11. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Contractor's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Contract Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

12. DUPLICATE PAYMENT

COMMERCE shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

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13. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

14. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against, all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim" as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the Contractor's or any Subcontractor's performance or failure to perform the contract. The Contractor's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

15. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Contractor will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

16. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by COMMERCE under this Contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

17. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

18. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

19. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration,

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amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent

20. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Contract, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with COMMERCE. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

21. PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- a. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - (i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - (ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - (iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Contractor is not in compliance with this provision.

22. POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

23. PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

24. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

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Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

25. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

26. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

27. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

28. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

29. SITE SECURITY

While on COMMERCE premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

30. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

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INTERAGENCY AGREEMENT
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Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

31. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

32. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

33. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

34. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

35. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

36. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

37. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Purpose: To provide the Contractor with grant assistance for the review and update of the development regulations protecting critical areas to meet the mandated update requirements of the Growth Management Act (GMA), RCW 36.70A.130(5)(d).

Task 1: Complete a work plan and schedule for GMA periodic review and update planning work to be finished by June 30, 2019.

Deliverable: Written work plan summarizing the work scheduled for meeting the statutory deadline to review and, if needed, revise the development regulations protecting critical areas. At a minimum, this work plan will summarize the following:

1. A written summary of the work that will be completed, using these available grant funds, toward the GMA periodic review and update requirement under RCW 36.70A.130(5)(d). This summary will include:
 - The remaining steps needed for review of the development regulations protecting critical areas for consistency with state law;
2. A timeline/schedule showing the work to be completed by June 30, 2019, under this contract;
3. Completion of the Commerce / GMA update checklist for critical areas.
4. If applicable, a written declaration or notification from the Contractor outlining whether it will be taking the 2-year deadline extension to complete the update work by June 30, 2020.
5. If applicable, a summary of work that will remain to be completed after June 30, 2019, including a schedule for completion of the entire update process.

Progress Reports: Due quarterly, as needed, until final deliverables are complete.

Task 2: Complete the work scheduled and summarized under Task 1.

Deliverable: Submit the final draft development regulations work products that were scheduled and summarized under Task 1, and funded by this grant, which apply towards the GMA periodic review and update requirement.

Closeout Report: Final progress report and summary of work completed under the grant.

Due Date: June 30, 2019

Budget

Task Description	Task Cost
1. Task 1: Work Plan deliverables.	\$2,250
2. Final draft amendment(s) completing the GMA review and update process.	\$250
Total Grant Award	\$2,500



AGENDA MEMO

Needs Legal Review: No
Council Meeting Date: October 17, 2018
Agenda Item: 2019 Preliminary Budget Presentation
Presented By: Jan Brending, Clerk Treasurer

ACTION REQUIRED:

None at this time.

PROPOSED MOTION:

None.

Why is it a legislative issue:

The city council is required to adopt an annual budget .

Explanation of issue:

The city is in the process of developing and adopting its budget for 2019. Budget information will be presented to the council at its meeting on Wednesday, October 17. The Budget Committee will meet on Monday, October 15 at 5:00 p.m. to review the budget prior to the council meeting.

The 2019 budget adoption calendar is as follows:

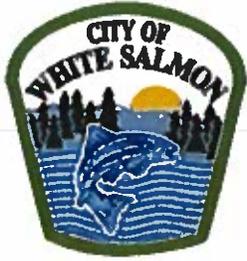
November 7 Public Hearing – Proposed 2019 Revenue Sources and 2019 Property Tax Levy
(adoption of documents related to property tax levy)

November 21 Public Hearing – Proposed 2019 Budget (no action)

December 5 Final Public Hearing – Proposed 2019 Budget and Adoption of 2019 Budget

Staff Recommendation:

None at this time.



DRAFT
CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, October 3, 2018

Council and Administrative Personnel Present

Council Members:

Jason Hartmann
Donna Heimke
Ashley Post
Amy Whiteman

Staff Present:

Dave Poucher, Mayor
Pat Munyan, City Administrator
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney
Mike Hepner, Police Chief

1. Call to Order

Mayor Poucher called the meeting to order at 6 p.m. There were approximately 5 people present.

2. Roll Call

Ashley Post moved, Donna Heimke seconded.
Motion to excuse Marla Keethler. CARRIED.

3. Comments – Public and Council

Nathan Keeley, White Salmon said he lives on Riverwatch Drive. He said there is a problem with stormwater runoff on the road that freezes in the winter and becomes a hazard.

Mayor Poucher noted that Public Works will be installing some drainage on Riverwatch Drive to address the stormwater runoff.

Dustin Conroy, Pioneer Engineering said that the 4th Street Improvement project is almost complete. He said the contractor was provided with substantial completion today.

Tammy Kaufman, White Salmon-Bingen Rotary and Insitu thanked the city for its participation in the "It Takes a Village" event held at the park. She said that attended a recent Port of Hood river meeting where Bingen and White Salmon representatives were in attendance. She said she is happy to see that the cities are participating in the bridge process. Kaufman noted that Mid-Columbia Economic Development District is holding their annual economic symposium on November 2 in The Dalles. She said Esina Alic, CEO of Insitu will be the keynote speaker.

4. Changes to the Agenda

There were no changes to the agenda.

5. Resolution 2018-10-474, Declaring Surplus Property

Jan Brending said that due to incomplete information she is asking the council to table action on the proposed resolution.

There was a consensus of the council to table action on Resolution 2018-10-474, Declaring Surplus Property.

6. Personal Services Contract, Aspect consulting Master Contract #090094, Contract Change No. 16, ASR Permitting and Implementation Support

Pat Munyan reviewed the change to the contract with Aspect Consulting. He said the city is in the final states of permitting and implementing the aquifer storage recharge (ASR) project. Munyan said there are still some Department of Ecology grant funds that will be used to pay for the costs and that the work will be completed by the end of the year.

Moved by Donna Heimke. Seconded by Jason Hartmann.

Motion to approve Contract Change No. 16, ASR Permitting and Implementation Support not to exceed \$33,575, including time and materials based on "Schedule of Charges Effective January 2018." CARRIED.

7. Material Dumping Agreement

Pat Munyan reviewed the proposed agreement for material dumping with Francisco and Sara Salazar. He said the property owners are interested in receiving street sweepings and excavation spoils that have no financial value to the city. Munyan said the city currently pays to have the street sweepings and exaltation spoils hauled away.

Moved by Ashley Post. Seconded by Donna Heimke.

Motion to approve Material Dumping Agreement with Francisco and Sara Salazar. CARRIED.

8. Consent Agenda

a. Approval of Minutes – September 5, 12, 19, and 24, 2018

b. 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 September, 2018.

Type	Date	From	To	Amount
Claims	10/3/2018	34262	34298	78,095.34
			Claims Total	78,095.34
Payroll	9/20/2018	34216	34224	1,796.85

	9/20/2018	EFT	EFT	55,687.93
	10/5/2018	34256	34261	1,200.71
	10/5/2018	EFT	EFT	91,934.63
			Payroll Total	150,620.12
Manual Claims	8/20/2018	34143	34143	31,885.35
	8/24/2018	34145	34145	5,889.44
	8/29/2018	EFT	EFT	348.37
	9/4/2018	EFT	EFT	1,581.86
	9/9/2018	EFT	EFT	442.40
	9/11/2018	34214	34215	573.53
			Manual Total	8,835.60
			Total All Vouchers	237,551.06

*Donna Heimke moved, Jason Hartman seconded.
 Motion to approve consent agenda. CARRIED.*

10. Department Head and Committee Reports

Donna Heimke, Council Member said she attended, as a member of the budget committee, the meeting with the auditors for the entrance conference.

Ashley Post, Council Member said she had nothing to report.

Jan Brending, Clerk Treasurer said she is seeking direction as to how the \$1,500 allocated by the council for mitigation can be used. The council discussed the issue and there was consensus of the council that all planting must be within the right-of-way, that at least one planting should be a native wild lilac, that a right-of-way permit will be required, and property owners will be responsible for the maintenance of the plantings.

Dave Poucher, Mayor said he attended a good meeting with the Port of Hood River. He noted that Senator King was also in attendance. Poucher said the northside agencies have agreed to participate in the FEIS process. He said that Senator King feels it is important to get a bridge built and therefore important to keep the process moving forward. Poucher said that Senator King has directed his staff to investigate bi-state agreements that may work between Oregon and Washington for the bridge process.

Ken Woodrich, City Attorney said he will be attending the Washington State Association of Municipal Attorneys' Conference next week.

Pat Munyan, City Administrator said that he is hoping to schedule a union meeting to address a union contractor opener issue. He said staff is really busy right now and noted that Jan Brending has been helping out with planning.

Donna Heimke, Council Member said she attended the Special Council Meeting where a presentation about walking audits was presented. She said it is up to the city to determine what kind of ambiance it wants. She said it was an interesting discussion about smaller roads, dimension of roads and stormwater drainage.

Dave Poucher said some of the discussion revolved around narrowing the travel lanes on Jewett Blvd. to ten feet and then delineating the parking with a solid line on either side of the travel lanes. He said there was also discussion about lowering the speed limits along Jowett Blvd to make it safer for pedestrians. Poucher also another idea that was presented was the use of “yield roads” for new developments.

11. Adjournment

The meeting was adjourned at 6:56 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer