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## **AGENDA MEMO**

Needs Legal Review: Yes  
Council Meeting Date: December 5, 2018  
Agenda Item: Agreements – Consent Agenda  
Presented By: Jan Brending

### **ACTION REQUIRED:**

Authorization for mayor to sign two agreements:

1. Public Safety Testing Subscriber Agreement for one-year in the amount of \$512 annually.
2. Pitney Bowes Postage Meter Lease Agreement for five-years in the amount of \$666.60 annually.

### **Why is it a legislative issue:**

The City Council is required to authorize agreements to be signed.

### **Explanation of issue:**

1. The City of White Salmon currently contracts with Public Safety Testing for written testing and physical agility test for both entry level and lateral level positions. This agreement extends that contract for one-year through December 31, 2019 at \$512 per year.
2. The City of White Salmon currently leases a postage meter from Pitney Bowes. The contract for that meter has expired and the equipment is obsolete. The lease agreement provides equipment for a 5-year period at \$666.60 per year.

### **Staff Recommendation**

Staff recommends the council authorize signing of the agreements as part of the December 5 consent agenda.



## SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of pre-employment testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a Subscriber Agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of White Salmon, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this Subscriber Agreement under the terms and conditions set forth herein.

SUBSCRIBER:

City of White Salmon, WA

POSITIONS:

☛ *Check all that apply*

*Law Enforcement Officer written & physical ability testing:*

- ☐ Law Enforcement Officer (entry-level)
- ☐ Law Enforcement Officer (lateral/experienced)

COMMENCEMENT DATE:

January 1, 2019

TERM & PROFESSIONAL FEES:

☛ *Check one*

☒ One-year agreement at \$512 annually

- ☐ Three-year agreement at the following:
  - 1/1/2019 – 12/31/2019 at \$512 annually
  - 1/1/2020 – 12/31/2020 at \$524 annually
  - 1/1/2021 – 12/31/2021 at \$536 annually

AGENCY ADD-ON COUPONS

☛ *Check to request*

- ☐ Agency Add-On Coupons for White Salmon recruiters to offer White Salmon candidates at test sites (invoiced at \$10 per coupon used)

TERMINATION:

☛ *Check one*

☒ This agreement terminates December 31, 2019

- ☐ This agreement terminates December 31, 2021

**OUT OF REGION TESTING**

➡ **Select one**

☒ **SUBSCRIBER** authorizes candidates who reside outside of the Pacific Northwest to take the written examination where they reside. The physical ability test, if required, must be conducted by **SUBSCRIBER** (or **SUBSCRIBER** coordinates with candidate to be tested at a scheduled PST event), within 90 days of the written exam (180 days for FF CPAT).

☐ **SUBSCRIBER does not** authorize out-of-region testing.

1. **Description of Basic Services.** This Agreement begins on the date as noted on page one (1) of this Agreement. The Contractor will provide the following services to the Subscriber:

- 1.1 Advertising and recruiting assistance, application processing, and administration of pre-employment written examinations and physical ability tests for those positions noted on Page One (1) of this Agreement.
- 1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists. Contractor will report "raw" test scores to the Subscriber – no preference points will be factored into applicant scores and it is the Subscriber's responsibility to factor veteran's preference points in accordance with applicable federal and state laws. Written examination scores will be reported to the Subscriber as a percentage score (based on 100%) and physical ability test scores will be reported as "Pass" or "Fail". The passing score for written examinations is set by the test developer at 70%.
- 1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process conducted by the Contractor pursuant to this Agreement and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

Provided, however, Contractor shall not be required to appear at its cost nor to defend in any administrative or court proceeding arising from or out of a claim or challenge relating to Subscriber's use of other testing process(es) or out of Subscriber's attempt to establish multiple or blended eligibility lists for the same position based in whole or in part on other testing process(es). "Other testing process(es)" means any test or testing process other than those provided by the Contractor under this Agreement.

- 1.4 **Term & Fees.** The term of this agreement and the related professional fees are noted on page one (1) of this Agreement.
- 1.5 **Payment.** Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.
- 1.5.1 **Direct Deposit (ACH Enrollment).** Subscribers are encouraged to set up direct deposit (ACH enrollment) for their payments. There will be no additional fee for payments made using direct deposit (ACH enrollment).
- 1.5.2 **Credit Card.** A three percent (3%) fee will be added at the time of payment to each payment made using a credit card. The purpose of such fee is to cover Contractor's credit card processing fees.
2. **Additional Services.** In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.
3. **Acknowledgements of Subscriber.** The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:
- 3.1 Because applicable civil service law prohibits having multiple eligibility lists for the same class of hire, this Agreement is an exclusive agreement for these services.
- 3.2 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.
- 3.3 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
- 3.4 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable testing fee from any and all applicants.

- 3.5 The Subscriber is encouraged to and may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
- 3.6 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
- 3.7 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
- 3.8 Subscriber understands and acknowledges that a candidate's PST Personal History Statement (PHS) will be stored electronically by PST for 24 months from the date the candidate uploads the PHS to the PST website. Any PHS stored more than 24 months will automatically be deleted and will no longer be available to the Subscriber from the PST server.
4. Testing Standard and Warranty of Fitness for Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and/or 41.12 and/or 41.14 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws. If Subscriber uses or authorizes the use of other testing process(es) this warranty shall be null and void.
5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.

6. **Indemnity and Hold Harmless.** The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:

6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:

6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;

6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;

6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.

6.1.4 This indemnity shall not apply to any administrative or court proceeding arising from or out of any process in which the Subscriber has utilized or authorized other testing process(es).

6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. **Termination.** This agreement terminates as noted in the *Termination* section on Page 1 of this Agreement. The Contractor and/or the Subscriber may also withdraw from this Agreement at any time for any reason with 60 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber.

7.1 If the Subscriber elects to terminate this Agreement prior to the termination date, Subscriber shall pay the Contractor an early termination fee. The purpose of this early termination fee is to cover the direct and indirect costs of refunding and or rescheduling applicants that had signed up to test for the Subscriber. The early termination fee is one-third (33%) of the annual subscriber fee as noted in the *Term & Professional Fees* section on Page 1 of this Agreement. The early termination fee is in addition to any other fees agreed to by this Agreement.

8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF WHITE SALMON, WA**

By: \_\_\_\_\_

Print: David Poucher

Its: Mayor

Contact: Jan Brending

Address: PO Box 2139

City/State/Zip: White Salmon WA 98672

Telephone: 509-493-1133 #205

Email: janb@ci.white-salmon.wa.us

**PUBLIC SAFETY TESTING, INC.**

By: [Signature] November 27, 2018

Print: Jon F. Walters, Jr.

Its: President

Jon Walters

20818 - 44<sup>th</sup> Ave. W., Suite 160

Lynnwood, WA 98036

425.776.9615

jon@publicsafetytesting.com

**Subscriber's Contact & Address for Billing:**

*(Please complete if different from contact information above)*

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**Agency Recruiter:**

Name: see contact

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Agency Hiring**

**Representative/Supervisor:**

Name: see contact

Title: \_\_\_\_\_

Email: \_\_\_\_\_

**Chief or Agency Director:**

Name: mike Hepner

Title: Police Chief

Email: mike@bws.police.com

Agreement Number

## Full Legal Name of Lessee / DBA Name of Lessee

CITY OF WHITE SALMON

Tax ID # (FEIN/TIN)

262029939

**Sold-To: Address**

142 E Jewett Blvd, White Salmon, WA, 98672-8976, US

**Sold-To: Contact Name****Sold-To: Contact Phone #****Sold-To: Account #**

**Jan Brending**

**(509) 493-1133**

0010934849

**Bill-To: Address**

PO BOX 2139, WHITE SALMON, WA, 98672-2139, US

**Bill-To: Contact Name**

Bill-To: Contact Phone #

**Bill-To: Account #****Bill-To: Email**

**Jan Brending**

(509) 493-1133

0017067547

ianb@ci.white-salmon.wa.us

**Ship-To: Address**

142 E Jewett Blvd, White Salmon, WA, 98672-8976, US

**Ship-To: Contact Name**

Ship-To: Contact Phone #

**Ship-To: Account #**

**Jan Brending**

**(509) 493-1133**

0010934849

PO #

## Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES	SendPro C200, C300, C400
1	1H00	SendPro C Series Meter
1	2H00	C Series Base
1	C200	SendPro C200
1	DM1RKL	RETURN KIT FOR DM100/125 - LARGE
1	F901	Basic Installation and Training
1	HZ80001	SendPro C Series Drop Stacker
1	MP81	C Series Integrated Scale
1	SJS1	C200 Softguard
1	STDsla	Standard SLA-Equipment Service Agreement (for SendPro C200, C300, C400)
1	ZH24	Manual Weight Entry
1	ZH25	HZ02 40 LPM SPEED
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter



1	ZHWL	5 lbs. / 3 kg Weighing Option for MP81
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#### Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 55.55	\$ 166.65

\*Does not include any applicable sales, use, or property taxes which will be billed separately

- ☐ Tax Exempt Certificate Attached  
☐ Tax Exempt Certificate Not Required  
☒ Purchase Power® transaction fees included  
☐ Purchase Power® transaction fees extra

#### Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below.

NASPO VALUEPOINT ADSP016-169897, 05516

State/Entity's Contract#

Lessee Signature

David Pouster

Print Name

Mayor

Title

Date

janb@ci.white-salmon.wa.us

Email Address

Pitney Bowes Signature

Print Name

Title

Date

#### Sales Information

Joseph Ruseski Jr

joseph.ruseski@pb.com

Account Rep Name

Email Address



## SendPro® C200

# Make the smart sending choice every time.

### Eliminate guesswork with our all-in-one solution.

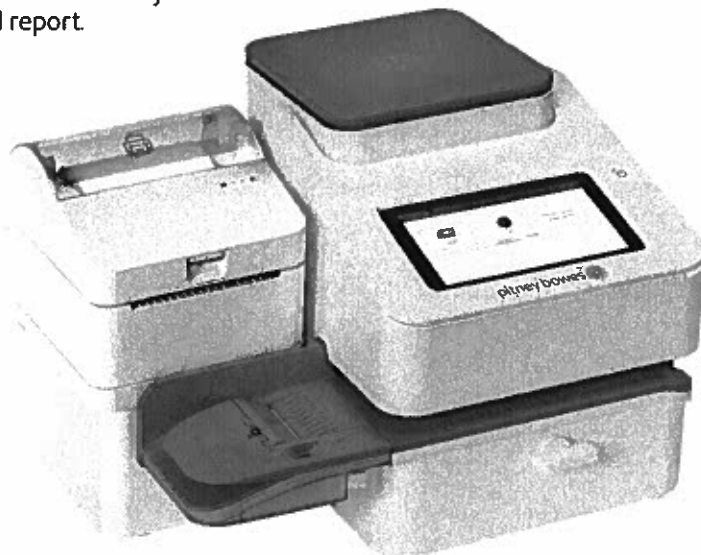
The SendPro C200 is the simplest, all-in-one technology for office mailing and package shipping. It's a complete sending solution that makes it easy to process mail and send packages all from one place. You'll be able to:

- Process daily mail and print postage quickly and accurately.
- Access USPS® shipping rates which offer discounts of up to 39% off retail rates\*.
- Compare options from three major carriers, like USPS and UPS®.
- Print shipping labels for three carriers right from the system.
- Track packages and costs across three major carriers in one consolidated report.

Plus, with the integrated scale you can accurately calculate postage and shipping charges for all of your letters, flats and packages. The C200 makes it easy for your office to consistently choose the ideal mailing or shipping option.

### Save money and eliminate overspend.

Using a color touchscreen display, the C200 makes your selections of carrier, class and services simple and accurate. For letter mail, simply select the postal class and services you want, then seal and print postage in one easy step. For larger items, you can compare each carrier's shipping options and print a shipping label. Plus, the C200 is digitally connected so you'll always be up-to-date with automatic postal and carrier updates, low ink alerts, service warnings and diagnostic notifications.



\*Actual savings may vary depending on weight, zone and services requested.

## Make the confident choice, no matter what you send.

With the SendPro® C200, you can consistently choose the ideal carrier, class or service to get your items delivered—all at the best price for your needs. Just weigh the item to see your carrier's options with a cost and estimated delivery time. A common address book works across all three carriers and verifies the recipient addresses to ensure accurate delivery. Then, after selecting the ideal choice for your unique business needs, the C200 will print a shipping label from the attached label printer or your network printer.



## Ship and track from anywhere.

Access C200's shipping and tracking capabilities away from your mail area with secure access from your desktop computer. You'll always have a consolidated view of your cost history and tracking information for carrier shipments. By having multiple information on a single platform, the C200 eliminates having to use multiple carriers' websites to process a package or track a shipment.

## Maximize savings every time you send.

The C200 is designed to save you and your office staff time and money in many ways. You can get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk™ program. When shipping, you immediately save with USPS® shipping discounts for Priority Mail and other package services. As a certified Ready Provider of UPS®, Pitney Bowes offers savings of 18% on UPS Next Day Air® and 9% off UPS Ground Commercial and Residential.

### Specifications

User display	Color touchscreen
Envelope processing	Up to 40 letters per minute; semi-automatic feeding
Envelope moistener	Standard
Integrated scale	Standard: Up to 5 lbs.
External scale	Optional
USPS retail rates and extra services	Standard; No Presort rate option
Electronic return receipt	Not available—use standard USPS return receipt
USPS shipping (Commercial Base Pricing)	Standard
Multi-carrier shipping	Optional; Use existing business account (UPS and other carrier)
Multi-user access	Optional
Shipping label printer (4" x 6")	Optional; Compliant to USPS and alternate carriers
Label and report printing	Standard: Print to network printer Optional: Laser printer for reports
Cost accounting	Optional: 25 accounts, 100, 500 or more
Connectivity	Standard: LAN (wired) or Wi-Fi (wireless)
Envelope sizes	Up to 3/8" thickness. Media sizes: 3" x 5" up to 13" x 15"
Differential weighing	Optional
Electrical and approvals	100 – 120 VAC, 50/60 Hz, 1.0A
Dimensions	16 1/2" L x 15 1/2" D x 11 1/2" H (with integrated scale)

For more information, visit us online: [pitneybowes.com/us/sendpro-c-series](http://pitneybowes.com/us/sendpro-c-series)



United States  
3001 Summer Street  
Stamford, CT 06926-0700



**CITY OF WHITE SALMON**  
**City Council Special Meeting – Wednesday, November 19, 2018**  
**DRAFT**

**Council and Administrative Personnel Present**

**Council Members:**

Jason Hartmann  
Donna Heimke  
Ashley Post  
Amy Whiteman

**Staff Present:**

Jan Brending, Clerk Treasurer  
Kevin English, Public Works Operations Mgr.  
Mike Hepner, Police Chief

**1. Call to Order**

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

**2. Roll Call**

Amy Whiteman moved, Ashley Post seconded.  
Motion to excuse Marla Keethler. *CARRIED.*

**3. Comments – Public and Council**

*Greg Chamberlain, representing the Estate of Robert Chamberlain*, thanked staff for their assistance with the Lincoln Street Sewer Extension.

Kevin English said this is the first time working with a contractor/developer on such a project that it has been so easy. He said things were very successful.

**4. Changes to the Agenda**

There were no changes to the agenda.

**5. Proposed 2019 Budget**

Jan Brending presented the proposed 2019 budget. She said the only difference in this version of the proposed budget is that property taxes in the Current Expense Fund and Street Fund have been increased based on the actions taken by the council at the last council meeting.

Mayor Pro Tempe Heimke opened the public hearing on the proposed 2019 budget.

There was no public comment.

Mayor Pro Tempe Heimke closed the public hearing.

**6. Lincoln Street Sewer Extension - Acceptance**

Kevin English provided a review of the Lincoln Street Sewer Extension. He said staff recommends acceptance of the sewer extension.

Moved by Amy Whiteman, seconded by Jason Hartmann.

*Motion to accept the Lincoln Street Sewer Extension. CARRIED.*

**7. Resolution 2018-11-475, Adopting Public Records Policy and Procedures**

Jan Brending presented information regarding Resolution 2018-11-475 adopting a public records policy and procedures. She noted the state requires public entities to adopt a public records policy and procedures and that it was determined in a recent public records request the City of White Salmon had not done so. Brending noted that Ken Woodrich, City Attorney, has reviewed the proposed policy.

Moved by Amy Whiteman, seconded by Ashley Post.

*Motion to adopt Resolution 2018-11-476 adopting public records policy and procedures. CARRIED.*

**8. Consent Agenda**

**a. Approval of Minutes – November 7 and 14, 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 19<sup>th</sup> day of November, 2018.

**Vouchers**

Type	Date	From	To	Amount
Claims	11/19/2018	34379	34445	158,360.15
		EFT	EFT	14,862.21
			Claims Total	173,222.36
Payroll				
			Payroll Total	0.00
Manual Claims				
			Manual Total	0.00
			Total All Vouchers	173,222.36

Amy Whiteman moved, Jason Hartmann seconded.

*Motion to approve consent agenda. CARRIED.*

**11. Department Head and Committee Reports**

**Kevin English, Public Works Operations Manager** said the development of a SCADA system plan is moving along. He said he feels the engineering firm working on the project is very qualified. English said the public works department has completed repairing potholes for the year including the repairs on Waubish Street.

**Mike Hepner, Police Chief** said everything is going well. Hepner said he has made a tentative offer to an individual for the vacant police position. He said the individual has local ties and is scheduled to take a polygraph and psychological test as required by the state. Hepner said he is also working with Klickitat County on a proposal to provide jail services to the city. He said he expects to present a proposed contract to the City Council at their next council meeting.

**Donna Heimke, Budget Committee** said there is one more public hearing before the council adopts the 2019 budget.

Jan Brending said that is correct. She said the council will also see a final budget amendment to the 2018 budget at its second meeting in December.

**12. Adjournment**

The meeting was adjourned at 6:25 p.m.

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David Poucher, Mayor

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Jan Brending, Clerk-Treasurer