

NEWPORT CITY COUNCIL AGENDA

January 17, 2023 AT 6:00 PM

INTRODUCTION

The City of Newport, Washington, is a Mayor/Council form of government and is a code city. Essentially, Newport conducts its day to day business within the State of Washington laws, RCW 35A, that govern optional municipal code cities. The Newport City Council is called to order by the **Mayor** and all business of the City is conducted in accordance with State of Washington laws and Newport Resolution number 10410 City Council Rules of Procedure, adopted January 04, 2010. If you require any reasonable accommodation to participate in the council meeting, please contact the City at (509) 447-5611 forty-eight (48) hours prior to the meeting.

YOUR ELECTED OFFICIALS

MAYOR KEITH CAMPBELL

COUNCILMEMBER JAMI SEARS

COUNCILMEMBER KENNETH SMITH

MAYOR PRO TEM MARK ZORICA

COUNCILMEMBER JORDAN BOWMAN

COUNCILMEMBER NATHAN LONGLY

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

AMENDMENTS & APPROVAL OF AGENDA & MINUTES

MAYOR & COUNCIL COMMENTS:

AUDIENCE PARTICIPATION:

CITY ADMINISTRATOR COMMENTS:

STAFF COMMENTS:

Police Chief Nelson - Law Enforcement Update

Public Works Director Dave North – Public Works Update

Fire District 4 Chief Webber – Fire Update

Clerk/Treasurer North – Financial Update

NEW BUSINESS:

Motion to approve Agreement NP2023-04 to provide city attorney services between the City of Newport and Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C. – Abby Gribi, City Administrator

Motion to approve Agreement NP2023-05 Professional Services Agreement to Provide Consulting Services with Ferguson Enterprises – Abby Gribi, City Administrator

Motion to approve Agreement NP2023-06 with Washington State Department of Revenue Business Licensing Services – Abby Gribi, City Administrator

Motion to approve Deed for Right-of-Way Easement in the Alley Way, Section 18 Township 31 Range 46 between N. Warren Avenue and N. Spokane Avenue for underground electrical to Public Utility District No. 1 of Pend Oreille County – Abby Gribi, City Administrator

Motion to approve the updated Agreement NP2022-22B with Canon to lease a copier at City Hall and their Agreement MA31502 to upgrade the machine being leased – Abby Gribi, City Administrator

BILLS & PAYROLL:

2022 CLAIMS CHECKS 65416-65425	\$6,548.96
2022CLAIMS CHECKS 65415	VOID
2022 CLAIMS EFT 12/29/2022 Run 1-2	\$11,034.43
2022 CLAIMS DIRECT PAY 12/29/2022 Run 1	\$104.00
2022 PAYROLL E-CHECKS 1355-1362; Dir Deposit Run 12/20/2022	\$65,308.57
2023 CLAIMS CHECKS 65426-65437	\$93,545.39
2023 CLAIMS EFT 01/17/2023 Run 1-4	\$8,221.28
2023 CLAIMS DIRECT PAY 01/17/2023 Run 1-7	\$7,400.00
2023 PAYROLL E-CHECKS 1363-1370; Dir Deposit Run 01/06/2023	\$62,848.37

ADJOURNMENT:

MINUTES OF THE NEWPORT CITY COUNCIL MEETING ON
December 19, 2022

A regular meeting of the Newport City Council was held on December 19, 2022, at 6:00 PM in Council Chambers, City Hall, 200 S. Washington Avenue, Newport, Washington, with the following present:

	Keith Campbell	Mayor
	Abby Gribi	City Administrator
	Nickole North	Clerk/Treasurer
Kenneth Smith		Councilmember
Jordan Bowman		Councilmember
Jami Sears		Councilmember
Mark Zorica		Mayor Pro Tem
Nathan Longly		Councilmember

Mayor Campbell called the meeting to order at 6:00 PM. This was followed by roll call and the pledge of allegiance. Motion carried.

APPROVAL OF AGENDA & MINUTES:

Councilmember Zorica moved to approve the agenda and the minutes from the December 05, 2022 Council Meeting; Councilmember Sears seconded. Motion carried.

MAYOR & COUNCIL COMMENTS:

Mayor Campbell announced that the first Council Meeting in January will be cancelled due to the short turn around after the end of the year. The next meeting will be Tuesday, January 17th due to the Martin Luther King Jr. holiday.

Mayor Campbell stated that the employee Christmas party was a good time and Officer Garza was presented with a Life Saving Award by Chief Duxbury. He congratulated her and wished everyone a Merry Christmas.

Councilmember Zorica stated that there was a business sponsored event at the Roxy Theatre with around 200 people attending. He also thanked the Public Works department for removing snow in the business district.

Councilmember Longly thanked those that organized the Christmas Parade, he and his children enjoyed it.

CITY ADMINISTRATOR COMMENTS:

City Administrator Gribi stated that the new plow has been received and is operational. It has really been helpful in snow removal.

City Attorney interviews were held and a contract for a new attorney for the city will be presented at the next Council Meeting.

Police Chief interviews were held and there were two really good applicants.

The meeting with the Governor's Office has been postponed to a later date.

The public hearing to discuss the Quail annexation was held and a request for a final decision from Council will be coming at the first meeting in February.

OLD BUSINESS:

The public hearing on budget amendments was reopened at 6:07 PM. Clerk/Treasurer North reviewed the amendments needed for the 2022 budget. The 2022 budget would be increased by \$249,103.00. There was no public comment. The public hearing was closed at 6:11 PM.

The public hearing to review the 2023 annual budget was reopened at 6:11 PM. Clerk/Treasurer North reviewed the proposed 2023 annual budget. She stated her concerns over the street fund and asked the Council to think of a way to increase revenue in the street fund. Councilmember Zorica asked that a workshop be scheduled at the second meeting in February to discuss street revenues. The proposed budget for 2023 is \$8,444,811.00. There was no public comment. The public hearing was closed at 6:18 PM.

NEW BUSINESS:

Councilmember Bowman moved to approve Ordinance 2108 amending the fiscal year 2022 budget; Councilmember Longly seconded. Motion carried.

Councilmember Zorica moved to approve Ordinance 2109 adopting the fiscal year 2023 budget; Councilmember Bowman seconded. Motion carried.

Councilmember Longly moved to update the Code Enforcement Officer job description to Police Clerk; Councilmember Sears seconded. Motion carried. Councilmember Bowman recused himself from this motion due to being related to the employee currently in this position.

Councilmember Zorica moved to approve Amendment No. 1 to Agreement NP2022-19 to provide interim City Attorney Services; Councilmember Smith seconded. Motion carried.

Councilmember Longly moved to approve the employment agreement with Wade Nelson as Chief of Police for the City of Newport; Councilmember Smith seconded. Motion carried.

Councilmember Sears moved to approve Agreement NP2023-03 with Pend Oreille County for Jail Services for 2023-2025; Councilmember Longly seconded. Motion carried.

Councilmember Zorica moved to approve Agreement 2-E-892(005)-1 Transportation Improvement Board (TIB) award in the amount of \$370,017 with a \$19,474 match; Councilmember Bowman seconded. This project should be done late summer, early fall 2023. Motion carried.

BILLS & PAYROLL:

Councilmember Bowman moved to approve the bills and payroll; Councilmember Smith seconded. Motion carried.

CLAIMS CHECKS 65359-65393	\$292,248.65
CLAIMS CHECKS 65363, 65377, 65384, 65389, 65390	VOID
CLAIMS EFT 12/14/2022 RUN 1-6	\$130,956.16
CLAIMS DIRECT PAY 11/17/2022 RUN 1-8	\$7,400.00
PAYROLL EFTS 1347-1354: Dir Deposit Run 12/07/2022	\$75,221.76

ADJOURNMENT:

The meeting was adjourned at 6:33 PM.

Attest: _____
Nickole North, MMC, CPFA
Clerk/Treasurer

By: _____
Keith Campbell
Mayor

AGREEMENT TO PROVIDE CITY ATTORNEY SERVICES

This Agreement to Provide City Attorney Services (the “Agreement”) sets forth the mutual understanding of the City of Newport, Washington (the “City”) and Etter, McMahon, Lamberson, Van Wert & Oreskovich, P.C., (“Etter, McMahon”) on this the ____ day of January 2023, for the provision of city attorney services as more fully set forth below.

R E C I T A L S:

Etter, McMahon possesses a high degree of professional skill and experience and is a provider of city attorney services; and

The City desires to retain Etter, McMahon to perform legal services because of its professional skill and experience as specified herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the City and Etter, McMahon, intending to be legally bound, do hereby agree as follows:

1. **SERVICES.** Legal services to be provided by Etter, McMahon under this Agreement shall generally include, but not be limited to, the following: drafting and review of all City ordinances, resolutions, contracts, and other related legal documents; legal opinions and memorandums; consultation and advice regarding compliance with the Public Records Act; land use issues; purchasing and procurement; employment matters, and certain other limited legal services as designated by the Mayor of the City (together referred to as the “Services”). Etter, McMahon shall attend all City Council meetings during the Term of this Agreement, and all other meetings as requested by the Mayor or City Administrator.
2. **TERM, EXTENSION.** Etter, McMahon’s engagement and provision of Services will commence on January 17, 2023 and will terminate January 17, 2024 (the “Term”) unless earlier terminated as provided in Section 5 below. The parties may mutually agree in writing to extend this Agreement prior to the termination date set forth herein for a period of up to four (4) years.
3. **FEE; BILLING AND PAYMENT.** In consideration for providing the Services, the City agrees to pay the following rates:
 - Partners \$285.00 per hour
 - Associates \$220.00 per hour
 - Interns/Paralegal \$90.00 per hour

The City also agrees to pay appropriate reimbursable costs and expenses paid by Etter, McMahon on behalf of the City. Etter, McMahon shall submit monthly invoices to the City for the payment of the Services, which shall contain an itemized billing of the Services rendered each month. The City agrees to pay each monthly invoice on a net 30 days.

4. **EFFORT AND OUTCOME.** Etter, McMahon shall use best efforts in its representation of the City. The City acknowledges that Etter, McMahon can provide no guarantees with respect to the outcome of a matter.

5. **TERMINATION.**

A. **By Etter, McMahon.** Etter, McMahon reserves the right to terminate this Agreement upon thirty (30) days' notice to the City if the City fails to perform as outlined herein or for any reason as permitted or required under the Washington Rules of Professional Conduct or as permitted by the Court Rules or Judicial Decisions of the State of Washington. Etter, McMahon also reserves the right to terminate this Agreement without cause upon sixty (60) days' notice to the City. Notification of withdrawal shall be made in writing to the City. In the event of Etter, McMahon's termination of this Agreement, the City agrees to promptly pay Etter, McMahon for all Services rendered including all fees, charges, and expenses incurred pursuant to this Agreement prior to the effective date of the termination.

B. **By the City.** The City reserves the right to terminate this Agreement with or without cause upon thirty (30) days' notice to Etter, McMahon. Etter, McMahon may, however, agree to a shorter notice period upon agreement with the City in writing (email is sufficient). In the event of the City's termination of this Agreement, Etter, McMahon shall deliver all files as requested by the City, provided, that the City shall promptly reimburse Etter, McMahon all outstanding fees, charges and expenses incurred pursuant to this Agreement, as well as any applicable copying charges for reproduction of any produced files.

6. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

City:

City of Newport
Attn: City Administrator
200 S. Washington Ave.
Newport, WA 99156

Phone: 509.447.6496
Email: cityofnewport@newport-wa.org

Etter, McMahon:

Etter, McMahon, Lamberson, Van Wert
& Oreskovich, P.C. Attn: Megan C. Clark
618 W. Riverside Avenue, Suite 210
Spokane, WA 99201

Phone: 509.747.9100
Email:
mclark@ettermcmahon.com

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (A) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (B) if personally delivered, on the actual date of delivery, (C) if sent by certified U.S. Mail, return receipt requested

postage prepaid, on the third business day following the date of mailing, or (D) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5:00 p.m. Pacific Time, and on the next business day if sent after such time.

7. **INDEMNIFICATION.** In accordance with the provisions of Newport Municipal Code Chapter 2.52, the City shall indemnify Etter, McMahon and hold Etter, McMahon harmless from any and all claims arising out of the good faith performance of the Services provided within the scope of this Agreement, within the confines of applicable ethical rules and in compliance with existing law. Indemnity will not be provided for acts performed outside the scope of the requested Services, or for any acts of misconduct or alleged violations of existing law.
8. **CONFIDENTIALITY.** Etter, McMahon agrees to keep all of the information provided by the City in the context of this Agreement confidential for the term of this Agreement and thereafter, unless the Attorney-Client Privilege is specifically waived, in writing, by an individual authorized to waive this privilege. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to a specific exemption.
9. **INDEPENDENT CONTRACTOR.** Etter, McMahon, including all partners, staff, or other employees, are considered an independent contractor and are not employees of the City. Etter, McMahon is responsible for paying its own federal income tax withholding and other taxes, fees or other charges imposed by law upon independent contractors from the compensation paid to Etter, McMahon by the City. Etter, McMahon is not entitled to any benefits such as sick leave, vacation, unemployment insurance, worker's compensation, PERS, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement.
10. **STANDARD TERMS.**
 - A. **Applicable Laws:** This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceedings regarding this Agreement shall be instituted only in courts of competent jurisdiction within Pend Oreille County, Washington.
 - B. **Insurance:** During the term of the Agreement, Etter, McMahon will maintain in force at its sole expense Professional Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage without sixty (60) days written notice from Etter, McMahon or its insurer(s) to the City.
 - C. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other

person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- D. **Entire Agreement:** This Agreement, together with any exhibits or duly authorized written amendments hereto, constitutes the entire agreement of the Parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the Parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- E. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- F. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- G. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of Etter, McMahan and the City.
- H. **Binding Effect:** This Agreement will bind the Parties hereto and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- I. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- J. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- K. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.

- L. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- M. **Counterparts:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument.
- N. **Nondiscrimination:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans With Disabilities Act, to the extent those laws are applicable.
- O. **Anti-Kickback:** No officer or employee of the City or Etter, McMahon, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

IN WITNESS WHEREOF, the City and Etter, McMahon have caused this Agreement to be executed by their duly authorized officers to be effective as of January ____, 2023.

CITY OF NEWPORT

**ETTER, McMAHON, LAMBERSON,
VAN WERT & ORESKOVICH, P.C.**

Keith Campbell, Mayor

Megan C. Clark, Partner

Date Signed: _____

Date Signed: _____

ATTEST:

Nickole North, City Clerk/Treasurer

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING SERVICES**

This Professional Services Agreement to Provide Consulting Services (this "Agreement") sets forth the mutual understanding of the City of Newport, Washington (the "Client") and Ferguson Enterprises, (the "Consultant") on this the 17 day of January, 2023 (the "Effective Date") for the provision of professional consulting services as more fully set forth below.

R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services regarding [software].

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional consulting services to the Client (the "Services"), and as more particularly described in Consultant's quote (the "Proposal"), a copy of which is attached hereto as Exhibit "A" and by this reference incorporated herein:
 - A. **Quote of product and services**
 - C.2. **TERM.** The Consultant's engagement and provision of Services will commence upon the Effective Date and will terminate one year from contract (the "Term") unless earlier terminated as provided in Section 6 below.
3. **CONSULTING FEE.**
 - A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the "Consulting Fee") of \$2,335.00
 - B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services.
4. **CLIENT INFORMATION AND ACCESS.**
 - A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports and other information (including any information specified in the Consultant's proposal to the Client) accessible by

the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

- B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Administrator, currently Abby Gribi, as the Consultant's primary point of contact for delivery of the Services (the "Client Representative"). The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant as outlined in the Proposal.

Initials of Client Representative: _____

- C. The Client hereby authorizes the Client Representative (1) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (2) to execute and deliver, on behalf of the Client, such notices, approvals, consents, instruments, or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION, BREACH AND CURE.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of thirty (30) days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to the effective date of such termination of this Agreement is earned when paid and nonrefundable. Within thirty (30) days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the mutually agreed percentage of the work not yet completed at the time the notice of termination is received. In no event will termination under this section require the Consultant to refund for work completed, time spent, or cost incurred in connection with Services prior to notice of such termination. .

- B. By the Client Upon the Consultant's Default.** The Client may notify the Consultant within ninety (90) days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have thirty (30) days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement and shall provide written notice of the termination, which shall be effective as of the date of such notice. Within thirty (30) days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of thirty (30) days' prior written notice to the Client. Within thirty (30) days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- D. By the Consultant Upon the Client's Default.** The Consultant may notify the Client within ninety (90) days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have thirty (30) days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement and shall provide written notice of the termination, which shall be effective as of the date of such notice. The pro rata portion of the installment of the Consulting Fee previously paid for the contract period prior to the effective date of such termination shall be retained by Consultant as an earned fee. The remaining pro rata portion of the installment of the Consulting Fee previously paid for the contract period from and after the effective date of such termination, based upon the number of days remaining in the terminated contract period, shall be refunded to Client by Consultant within thirty (30) days of such termination of this Agreement.
- 7. NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client:

City of Newport
Attn: City Administrator
200 S. Washington Ave.
Newport, WA 99156

Phone: 509.447.6496
Email: cityofnewport@newport-wa.org

Consultant:

Attn: _____

Phone: _____
Email: _____

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (A) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (B) if personally delivered, on the actual date of delivery, (C) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (D) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5:00 p.m. Pacific Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client’s agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **INDEMNITY.** The Consultant shall indemnify, defend, and hold harmless the Client, its agents, and employees from and against any and all liability arising from injury or death to persons or damage to property to the extent caused in whole or in part from the negligence of the Consultant, its agents, servants, officers, or employees. In the event that the Client shall elect to defend itself against any claim or suit arising from such injury, death, or damage, the Consultant shall, in addition to indemnifying and holding the Client harmless from any liability, indemnify the Client for any and all expenses incurred by the Client in defending such claim or suit, including reasonable attorneys’ fees. For purposes of this Contract, the Consultant waives its immunity under Title 51 RCW. This waiver is specifically negotiated between the Parties. In no event will either Party be liable for any indirect, incidental, punitive, special or consequential damages for any reason.

10. **STANDARD TERMS.**

A. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services. This Agreement shall be construed under the laws of Washington State. Any action at law, suit in equity or judicial proceedings regarding this Agreement shall be instituted only in courts of competent jurisdiction within Pend Oreille County, Washington.

- B. Insurance:** During the term of the Agreement, the Consultant will maintain in force at its sole expense, the following minimum insurance coverages:
1. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000; and
 2. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate for bodily injury and property damage; and
 3. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.
 4. There shall be no cancellation, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from Consultant or its insurer(s) to the Client.
- C. Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- D. Entire Agreement:** This Agreement, together with any exhibits or duly authorized written amendments hereto, constitutes the entire agreement of the Parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the Parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- E. Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- F. Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

- G. Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized representative of the Consultant and the Client.
- H. Binding Effect:** This Agreement will bind the Parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- I. Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- J. Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- K. Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- L. Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- M. Survival:** Section 5 and Section 10(H) will survive termination of this Agreement.
- N. Counterparts:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument.
- O. Nondiscrimination:** No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with this Agreement because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation including gender expression or gender identity, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities. The Parties agree to comply with, and to require that all subcontractors comply with, federal, state and local nondiscrimination laws, including but not limited to: the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and the Americans With Disabilities Act, to the extent those laws are applicable.

- P. **Anti-Kickback:** No officer or employee of the Client or the Consultant, having the power or duty to perform an official act or action related to this Agreement, shall have or acquire any interest in the Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

CLIENT

City of Newport, Washington

Keith Campbell, Mayor

Date Signed: _____

ATTEST:

Nickole North, City Clerk/Treasurer

CONSULTANT

[Consultant Name]

By:

Title:

Date Signed: _____

By:

Title:

Date Signed: _____

Exhibit "A"
Copy of Proposal



Meter & Automation Group

Douglas E Kubik AMR/AMI Specialist
 Cell: 509.655.1995
 Email: doug.kubik@ferguson.com

To: Newport WA

Line:	QTY:	Size	Description/Item Number	Price Each	Total
1	1	NA	FieldLogic Mobile Software Install	INCL	INCL
2	1	NA	AutoRead Software Install/Training - Will Include up to 8 hours in Person Training to be Completed by Ferguson Integration Specialist	\$2,335.00	\$2,335.00
3	1	NA	Field Logic Hub Software	\$1,000.00	\$1,000.00
4	1	NA	Integration Support/Setup/Training	INCL	INCL
5	1	NA	Software Support First Year*	\$800.00	\$800.00
6	1	NA	Autogun With Extension	\$1,800.00	\$1,800.00

Total:	\$5,935.00
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Notes: Integration includes training and route file building by integration specialists. This includes 8 hours of training and support. They will also help communicate with billing software company.
 * First Year Support Required - No Contract Required Past first year.

	BUSINESS LICENSING SERVICES AGREEMENT	DOR Contract Number: K2132 Contractor Contract Number: <i>NP 2023-06</i>
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THIS CONTRACT is made between the Washington State Department of Revenue (“DOR”) and the City of Newport (“Contractor”) the party whose name appears below, and is effective as of the date set forth below.

CONTRACTOR NAME City of Newport		CONTRACTOR DOING BUSINESS AS (DBA) City of Newport		
CONTRACTOR ADDRESS Street 200 S. Washington Avenue		City Newport	State WA	Zip Code 99156
CONTRACTOR CONTACT/TITLE Abby Gribi/City Administrator	CONTRACTOR TELEPHONE (509)447-6496	CONTRACTOR EMAIL ADDRESS agribi@newport-wa.org		

DOR PROGRAM Business Licensing Service	DOR DIVISION/SECTION Taxpayer Services/Partnership Services
DOR CONTACT NAME AND TITLE Katie Early, BLS Partnership Services Manager	DOR CONTACT ADDRESS Department of Revenue Attn: Business Licensing Service PO Box 47478 Olympia, WA 98504-7478
DOR CONTACT TELEPHONE (360) 705-6777	DOR CONTACT EMAIL ADDRESS DORBLSPARTNER@DOR.WA.GOV

CONTRACT START DATE Date of Last Signature	CONTRACT END DATE When Terminated in Writing By Both Parties	
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PURPOSE OF CONTRACT:
This Contract includes all terms and conditions for DOR and Contractor to govern Contractor’s partnering with DOR to have business licenses issued, and renewed, if the regulating agency requires renewal, through the Business Licensing Service in accordance with Chapter 19.02 RCW.

The parties signing below warrant that they have read and understand this Contract, and have authority to execute this Contract. This Contract will be binding on DOR only upon signature by DOR.

CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DOR SIGNATURE	PRINTED NAME AND TITLE Sandi Fairchild, Chief Financial Officer	DATE SIGNED

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Attachments

Attachment 1: Confidential Information Security Requirements

Contract #K2132 Business Licensing Services

Purpose

The purpose of this Contract is to establish the terms under which the Washington State Department of Revenue' (hereinafter referred to as "DOR") Business Licensing Service (hereinafter referred to as "BLS") program will act as the City of Newport's (hereinafter referred to as "Contractor") Agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Contractor's ability to collect licensing fees, collection and distribution of information based on Contractor's regulatory authority as a municipal government or state agency program within the state of Washington.

Contractor shall retain its regulatory authority over its business, licensing, and other regulatory activities, except as expressly delegated to DOR in accordance with this Contract and RCW 19.02, the Business License Center Act.

NOW THEREFORE, DOR and Contractor enter into this Contract, the terms and conditions of which will govern Contractor's partnering with DOR to have business licenses issued, and renewed, if the regulator requires renewal, through the Business Licensing Service in accordance with Chapter [19.02](#) RCW.

IN CONSIDERATION of the mutual promises as set forth in this Contract, the parties agree as follows:

1. DEFINITIONS

"Agent" means an entity used for the purpose of collecting, processing, and disbursing information, licenses, and fees.

"Authorized Representative" means a person to whom signature authority has been delegated in writing acting within the limits of his/her authority.

The "State Business Licensing Service" or "BLS program" means the program, administered by DOR. DOR will facilitate for contractors the issuance and renewal of government general business licenses, collection and distribution of licensing fees, and collection and distribution of business information.

"Business Requirements" means the regulatory data, information, and rules required by the licensing program and used by BLS to create and manage the application, renewal, and maintenance processes in DOR's licensing administration system. *These are subject to change based on the specific system requirements of the respective Contractor.*

"Breach" means the unauthorized acquisition, access, use, or disclosure of Confidential Information that compromises the security, confidentiality, or integrity of the Confidential Information.

“Confidential Information” means information that may be exempt from disclosure to the public or other unauthorized persons under chapter 42.56 RCW or other state or federal statutes or regulations. Confidential Information includes, but is not limited to, any information identifiable to an individual that relates to a natural person, finances, education, business, use or receipt of governmental services, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and any other identifying numbers, law enforcement records, DOR’s source code or object code, or DOR or State security information.

“Contract” means this Contract document and all schedules, exhibits, attachments, incorporated documents and amendments.

“Contractor” means the City of Newport, its employees and agents. Contractor includes any firm, provider, organization, individual or other entity performing services under this Contract. It also includes any Subcontractor retained by Contractor as permitted under the terms of this Contract.

“Data” means information produced, furnished, acquired, or used by Contractor in meeting requirements under this Contract.

“Effective Date” means the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

“DOR Contract Manager” means the individual identified on the cover page of this Contract who will provide oversight of the Contractor’s activities conducted under this Contract.

“Department of Revenue” or **“DOR”** or means the Washington State Department of Revenue, any division, section, office, unit or other entity of DOR, or any of the officers or other officials lawfully representing DOR.

“Overpayment” means any payment or benefit to the Contractor in excess of that to which the Contractor is entitled by law, rule, or this Contract, including amounts in dispute.

“Partnership Services” means the team of DOR staff allocated to support licensing administration with contracted public agency and municipal government regulators.

“RCW” means the Revised Code of Washington. All references in this Contract to RCW chapters or sections include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at: <http://apps.leg.wa.gov/rcw/>.

“Subcontractor” means a person or entity that is not in the employment of the Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means subcontractor(s) of any tier.

“WAC” means the Washington Administrative Code. All references to WAC chapters or sections will include any successor, amended, or replacement regulation. Pertinent WACs may be accessed at: <http://app.leg.wa.gov/wac/>.

2. SPECIAL TERMS AND CONDITIONS

2.1 COMBINED LICENSING PURPOSE AND SCOPE

- 2.1.1 The BLS Program purpose is to provide a convenient, accessible, and timely one-stop system for the business community to acquire and maintain the necessary state and local licenses for business activities. (RCW 19.02.010(1)(a).
- 2.1.2 DOR is charged with identifying license types appropriate for the combined licensing system and to recommend to the Governor modifying or eliminating duplicative or inefficient licensing requirements (RCW 19.02.030(2)(d) and RCW 19.02.030(2)(e).
- 2.1.3 State agencies must fully participate in the BLS program to implement combined licensing (RCW 19.02.050).
- 2.1.4 The BLS program must invite and encourage participation by all Washington city and county governments having interests or responsibilities relating to business licensing. (RCW 19.020.310(3))

2.2 PERFORMANCE EXPECTATIONS

- 2.2.1 Contractor will provide DOR with all Business Requirements and licensing information required to implement Contractor's participation in the BLS program.
- 2.2.2 DOR will request Contractor's Business Requirements directly by communicating with the Contractor's Contract Manager.
- 2.2.3 DOR will request Contractor's licensing information through the use of the License file format found on the DOR website at <https://dor.wa.gov/doing-business/business-licensing-service-and-local-licensing> page. This request will be sent directly to Contractor's Contract Manager, or their designee.
- 2.2.4 All non-public, confidential business and/or confidential taxpayer information and data transferred between the parties is required to be encrypted by password protection or a secure file transfer process requiring a user ID and hardened passwords shall not be shared in the same message as any file containing non-public or confidential data.
- 2.2.5 Contractor agrees to complete and/or remit to DOR the following documents or identifiers that are requirements for Contractor's participation in the BLS program
 - o DOR's Business License Application and any applicable licensing addenda;
 - o The "Business License" document for proof of licensure under Contractor's licensing or regulatory program; and
 - o The Unified Business Identifier (UBI) number or 16-digit account ID to identify licensees or license accounts, respectively, in all communications with DOR's BLS Unit.

- 2.2.6 Contractor will obtain and maintain, at no cost to DOR, all necessary equipment and online services required to support Contractor's access into and use of the BLS Database.
- 2.2.7 End-to-end testing will take place until such time as DOR is satisfied with the receipt and delivery of information. End to end testing includes testing all newly configured Contractor business requirements into DOR's ATLAS system.
- 2.2.8 Contractor is required to have their licensing and information technology staff available during the first six (6) months of testing to respond to DOR. Contractor's staff assigned to assist DOR must be knowledgeable of Contractor's operations and/or technology and be able to assist DOR staff with process improvements and/or troubleshooting. All Contractor's technology staff will be required to be subject matter experts in Contractor's technology. Additionally, Contractor's staff shall have the ability to make decisions on technical determinations as well as be available via email, telephone, and will take part in business meetings, when required, with DOR.
- 2.2.9 Contractor agrees to have staff available for training sessions, set to occur approximately six months prior to Contractor's assigned go-live date.
- 2.2.10 Subject to municipal licensing requirements of RCW 35.90.070, Contractor agrees any general business license change enacted by Contractor, whose general business license is issued BLS, takes effect no sooner than seventy-five (75) days after DOR receives notice of the change, if the change affects in any way, who must obtain a license, who is exempt from obtaining a license, or the amount or method of determining any fee for the issuance or renewal of a license
- 2.2.11 Contractor will provide DOR with all statistical data associated with this Contract. The statistical data will include, but not be limited to, the following data elements:
- Full-Time Equivalent (FTE) savings
 - Change in number of Contractor issued licensees
 - Any changes in Contractor's revenue flow
- 2.2.12 Expected performance under this Contract includes, but is not limited to, the following:

- i. Knowledge of applicable state and federal laws and regulations pertaining to subject of the Contract;
- ii. Collaboration with DOR staff in Contractor's conduct of the services;
- iii. Conformance with DOR directions regarding the delivery of the services;
- iv. Protection of all Confidential Information and Data; and
- v. Timely, accurate and informed communications between the parties.

2.3 TERM

2.3.1 The initial term of the Contract will commence on the date of last signature and continue unless terminated as provided herein.

2.4 COMPENSATION

DOR's services, as identified in this Contract, are provided at no charge to Contractor, with the following exceptions:

- 2.4.1 Contractor shall reimburse DOR the actual costs of developing and producing any and all ad hoc informational reports. Ad hoc reports will be created only if requested by the Contractor and agreed-upon by DOR.
- 2.4.2 Contractor is required to reimburse DOR for all expenses relating to the implementation of any changes, outside of the standard BLS program, if requested by the Contractor and agreed-upon by DOR. Any said changes to the BLS program shall be in writing, amended by mutual written agreement of the Parties. Such amendments will not be binding unless they are in writing and signed by personnel authorized to bind each party as outlined in section 3.3 of this Contract.
- 2.4.3 DOR will not charge any fees associated with a standard, initial BLS project coordination and implementation. Any and all costs incurred by DOR or Contractor, including any and all travel related expenses, shall be absorbed by the respective party.
- 2.4.4 If DOR and/or Contractor agree to pay any travel-related expenses through an Amendment of this Contract, any and all day-to-day expenses related to performance under the Contract, including but not limited to travel, lodging, meals, and incidentals must be authorized in writing, in advance, by the DOR and reimbursement will be at rates not to exceed the then-current rules, regulations, and guidelines for Washington state employees published by the state Office of Financial Management in the state Administrative and Accounting Manual (<http://www.ofm.wa.gov/policy/10.htm>); reimbursement will not exceed expenses actually incurred.

To receive reimbursement, Contractor will be required to provide a detailed breakdown of authorized expenses and receipts for any and all expenses.

2.5 CONTRACTOR AND DOR CONTRACT MANAGERS

- 2.5.1 Contractor’s Contract Manager will have prime responsibility and final authority for the services provided under this Contract and be the principal point of contact for DOR’s Contract Manager for all business matters, performance matters, and administrative activities.
- 2.5.2 DOR’s Contract Manager is responsible for monitoring the Contractor’s performance and will be the contact person for all communications regarding contract performance and deliverables. The DOR Contract Manager has the authority to accept or reject the services provided and must approve the Contractor’s invoices prior to payment.
- 2.5.3 The contact information provided below may be changed by written notice of the change (email acceptable) to the other party.

Contractor Contract Manager Information		Department of Revenue Contract Manager Information	
Name:	Abby Gribi	Name:	Katie Early
Title:	City Administrator	Title:	BLS Partnership Services Manager
Phone:	(509)447-6496	Phone:	(360) 705-6607
Email:	agribi@newport-wa.org	Email:	KatieE@DOR.WA.GOV

2.6 LEGAL NOTICES

Any notice, demand or other communication required or permitted to be given under this Contract or applicable law is effective only if it is in writing and signed by the applicable party, properly addressed, and delivered in person, via email, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, to the parties at the addresses provided in this section.

2.6.1 In the case of notice to the Contractor:

City of Newport
 Attn: Abby Gribi
 200 S. Washington Avenue
 Newport, WA 99156

2.6.2 In the case of notice to DOR:

Attention: Procurement & Contracts Manager
 Department of Revenue
 Business & Financial Services
 Post Office Box 47462
 Olympia, WA 98504-7462

- 2.6.3 Notices are effective upon receipt or four (4) Business Days after mailing, whichever is earlier.
- 2.6.4 The notice address and information provided above may be changed by written notice of the change given as provided above.

2.7 INCORPORATION OF DOCUMENTS AND ORDER OF PRECEDENCE

Each of the documents listed below is by this reference incorporated into this Contract. In the event of an inconsistency, the inconsistency will be resolved in the following order of precedence:

- 2.7.1 Applicable Federal and State of Washington statutes and regulations
- 2.7.2 Data Share Agreement **K2132**;
- 2.7.3 Recitals;
- 2.7.4 Special Terms and Conditions;
- 2.7.5 General Terms and Conditions;
- 2.7.6 Attachment 1: Confidential Information Security Requirements; and
- 2.7.7 Any other provision, term or material incorporated herein by reference or otherwise incorporated.

2.8 INSURANCE

Contractor certifies that it is self-insured, is a member of a risk pool, or maintains the types and amounts of insurance identified above and will provide certificates of insurance to that effect to DOR upon request.

Upon request, Contractor must submit to DOR a certificate of insurance that outlines the coverage and limits defined in the Insurance section. If a certificate of insurance is requested, Contractor must submit renewal certificates as appropriate during the term of the contract.

The policy must be maintained for the term of this Contract and three (3) years following its termination.

3. GENERAL TERMS AND CONDITIONS

3.1 ACCESS TO DATA

In compliance with RCW 39.26.180(2) and federal rules, the Contractor must provide access to any data generated under this Contract to DOR, the Joint Legislative Audit and Review Committee, the State Auditor, and any other state or federal officials so authorized by law, rule, regulation, or agreement at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3.2 ADVANCE PAYMENT PROHIBITED

No advance payment will be made for services furnished by the Contractor pursuant to this Contract.

3.3 AMENDMENTS

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

3.4 ASSIGNMENT

3.4.1 Contractor may not assign or transfer all or any portion of this Contract or any of its rights hereunder, or delegate any of its duties hereunder, except delegations as set forth in Section 3.29, *Subcontracting*, without the prior written consent of DOR. Any permitted assignment will not operate to relieve Contractor of any of its duties and obligations hereunder, nor will such assignment affect any remedies available to DOR that may arise from any breach of the provisions of this Contract or warranties made herein, including but not limited to, rights of setoff. Any attempted assignment, transfer or delegation in contravention of this Subsection 3.4.1 of the Contract will be null and void.

3.4.2 DOR may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the State of Washington, with written notice of thirty (30) calendar days to Contractor.

3.5 ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the terms of this Contract, each party agrees to bear its own attorneys' fees and costs.

3.6 CONFIDENTIAL INFORMATION PROTECTION

3.6.1 Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without DOR's express written consent or as provided by law. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information (See Attachment 2: *Confidential Information Security Requirements*).

3.6.2 DOR reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. Violation of this section

by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

- 3.6.3 The obligations set forth in this Section will survive completion, cancellation, expiration, or termination of this Contract.

3.7 CONFIDENTIAL INFORMATION BREACH – REQUIRED NOTIFICATION

- 3.7.1 Contractor must notify the DOR Procurement and Contracts Manager at LoriG@dor.wa.gov or a proxy designated by BLS Partnership Services Manager within five (5) Business Days of discovery of any Breach or suspected Breach of Confidential Information.
- 3.7.2 Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to, sanctioning employees and taking steps necessary to stop further unauthorized access. Contractor agrees to indemnify and hold DOR harmless for any damages related to unauthorized use or disclosure of Confidential Information by Contractor, its officers, directors, employees, Subcontractors or agents.
- 3.7.3 Any breach of this clause may result in termination of the Contract and the demand for return or disposition (Attachment 1, Section 6) of all Confidential Information.
- 3.7.4 Contractor's obligations regarding Breach notification survive the termination of this Contract and continue for as long as Contractor maintains the Confidential Information and for any breach or possible breach at any time.

3.8 CONTRACTOR'S PROPRIETARY INFORMATION

Contractor acknowledges that DOR is subject to Chapter 42.56 RCW, the Public Records Act, and that this Contract will be a public record as defined in Chapter 42.56 RCW. Any specific information that is claimed by Contractor to be Proprietary Information must be clearly identified as such by Contractor. To the extent consistent with Chapter 42.56 RCW, DOR will maintain the confidentiality of Contractor's information in its possession that is marked Proprietary. If a public disclosure request is made to view Contractor's Proprietary Information, DOR will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DOR will release the requested information on the date specified.

3.9 DISPUTES

The parties will use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve any dispute. When a genuine dispute arises between DOR and the Contractor regarding the terms of this Contract or the responsibilities imposed herein and it cannot be resolved between the parties' Contract Managers, either party may initiate the following dispute resolution process.

- 3.9.1 The initiating party will reduce its description of the dispute to writing and deliver it to the responding party (email acceptable). The responding party will respond in writing within five (5) Business Days (email acceptable). If the initiating party is not satisfied with the response of the responding party, the initiating party may request that the DOR Director review the dispute. Any such request from the initiating party must be submitted in writing to the DOR Director within five (5) Business Days after receiving the response of the responding party. The DOR Director will have sole discretion in determining the procedural manner in which he or she will review the dispute. The DOR Director will inform the parties in writing within five (5) Business Days of the procedural manner in which he or she will review the dispute, including a timeframe in which he or she will issue a written decision.
- 3.9.2 A party's request for a dispute resolution must:
- 3.9.2.1 Be in writing;
 - 3.9.2.2 Include a written description of the dispute;
 - 3.9.2.3 State the relative positions of the parties and the remedy sought; and
 - 3.9.2.4 State the Contract Number and the names and contact information for the parties.
- 3.9.3 This dispute resolution process constitutes the sole administrative remedy available under this Contract. The parties agree that this resolution process will precede any action in a judicial or quasi-judicial tribunal.

3.10 ENTIRE AGREEMENT

DOR and Contractor agree that the Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all letters of intent or prior contracts, oral or written, between the parties relating to the subject matter of the Contract, except as provided in Section 3.30 *Warranties*.

3.11 FORCE MAJEURE

A party will not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

3.12 FUNDING WITHDRAWN, REDUCED OR LIMITED

If DOR determines, in its sole discretion that the funds it relied upon to establish this Contract have been withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding after the effective date of this contract but prior to the normal completion of this Contract, then DOR, at its sole discretion, may:

- 3.12.1 Terminate this Contract pursuant to Section 3.28.3, *Termination for Non-Allocation of Funds*;

3.12.2 Renegotiate the Contract under the revised funding conditions; or

3.12.3 Suspend Contractor's performance under the Contract upon five (5) Business Days' advance written notice to Contractor. DOR will use this option only when DOR determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this Contract.

3.12.3.1 During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

3.12.3.2 When DOR determines in its sole discretion that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DOR informing DOR whether it can resume performance and, if so, the date of resumption. For purposes of this subsection, "written notice" may include email.

3.12.3.3 If the Contractor's proposed resumption date is not acceptable to DOR and an acceptable date cannot be negotiated, DOR may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

3.13 GOVERNING LAW

This Contract is governed in all respects by the laws of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder is exclusively in the Superior Court for the state of Washington, and the venue of any action hereunder is in the Superior Court for Thurston County, Washington. Nothing in this Contract will be construed as a waiver by DOR of the State's immunity under the 11th Amendment to the United States Constitution.

3.14 DOR NETWORK SECURITY

Contractor agrees not to attach any Contractor supplied computers, peripherals, or software to the DOR Network without prior written authorization from DOR's Chief Information Officer. Unauthorized access to DOR networks and systems is a violation of DOR Policy and constitutes computer trespass in the first degree pursuant to Chapter 9A.90.040 RCW. Violation of any of these laws or policies could result in termination of the contract and other penalties.

Contractor will have access to the DOR visitor or Guest Wi-Fi Internet connection while on site if available at the DOR office(s).

3.15 INDEMNIFICATION

Contractor must defend, indemnify, and save DOR harmless from and against all claims, including reasonable attorneys' fees resulting from such claims, for any or all injuries to persons

or damage to property, or Breach of its confidentiality and notification obligations under Section 3.6 *Confidential Information Protection* arising from intentional or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents, in the performance of this Contract.

3.16 NO THIRD-PARTY BENEFICIARIES

DOR and Contractor are the only parties to this contract. Nothing in this Contract gives or is intended to give any benefit of this Contract to any third parties.

3.17 NONDISCRIMINATION

During the performance of this Contract, the Contractor must comply with all federal and state nondiscrimination laws, regulations and policies, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 et seq.; the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §12101 et seq., 28 CFR Part 35; and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, cancelled, or terminated in whole or in part under the Termination for Default sections, and Contractor may be declared ineligible for further contracts with DOR.

3.18 OVERPAYMENTS TO CONTRACTOR

In the event that overpayments or erroneous payments have been made to the Contractor under this Contract, DOR will provide written notice to Contractor and Contractor will refund the full amount to DOR within thirty (30) calendar days of the notice. If Contractor fails to make timely refund, DOR may charge Contractor one percent (1%) per month on the amount due, until paid in full. If the Contractor disagrees with DOR's actions under this section, then it may invoke the dispute resolution provisions of Section 3.9 *Disputes*.

3.19 PAY EQUITY

- 3.19.1 Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 213), during the term of this Contract, it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if (i) the individuals work for Contractor, (ii) the performance of the job requires comparable skill, effort, and responsibility, and (iii) the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed.
- 3.19.2 Contractor may allow differentials in compensation for its workers based in good faith on any of the following: (i) a seniority system; (ii) a merit system; (iii) a system that measures earnings by quantity or quality of production; (iv) bona fide job-related factor(s); or (v) a bona fide regional difference in compensation levels.
- 3.19.3 "Bona fide job-related factor(s)" may include, but not be limited to, education, training, or experience, that is: (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) accounts for the entire differential.

- 3.19.4 A “bona fide regional difference in compensation level” must be (i) consistent with business necessity; (ii) not based on or derived from a gender-based differential; and (iii) account for the entire differential.
- 3.19.5 Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) Days of DOR's request for such evidence, DOR may suspend or terminate this Contract.

3.20 RECORDS AND DOCUMENTS REVIEW

- 3.20.1 The Contractor must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Contract and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. At no additional cost, these records, including materials generated under this Contract, are subject at all reasonable times to inspection, review, or audit by DOR, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].
- 3.20.2 The Contractor must retain such records for a period of six (6) years after the date of final payment under this Contract.
- 3.20.3 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

3.21 REMEDIES NON-EXCLUSIVE

The remedies provided in this Contract are not exclusive, but are in addition to all other remedies available under law.

3.22 RIGHT OF INSPECTION

The Contractor must provide right of access to its facilities to DOR, 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.

3.23 RIGHTS IN DATA/OWNERSHIP

- 3.23.1 DOR and Contractor agree that all data and work products (collectively “Work Product”) produced and transferred to Contractor pursuant to this Contract will be considered a *work for hire* under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and will be owned exclusively by DOR.
- 3.23.2 Contractor will not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership of any Work Product, without the prior

written permission of DOR. Contractor will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy, share, sell, disclose, transmit, disseminate or use any part or portion of DOR's Work Product, or any portion thereof, in any form, to any third party.

3.24 RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

3.25 SEVERABILITY

If any provision of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity will not affect the other provisions or applications of this Contract that can be given effect without the invalid provision, and to this end the provisions or application of this Contract are declared severable.

3.26 SUBCONTRACTING

- 3.26.1 Neither Contractor, nor any Subcontractors, may enter into subcontracts for any of the work contemplated under this Contract without prior written approval of DOR. DOR has sole discretion to determine whether or not to approve any such subcontract. In no event will the existence of the subcontract operate to release or reduce the liability of Contractor to DOR for any breach in the performance of Contractor's duties.
- 3.26.2 Contractor is responsible for ensuring all terms, conditions, assurances and certifications set forth in this Contract are included in any subcontracts.
- 3.26.3 The rejection or approval by the DOR of any Subcontractor or the termination of a Subcontractor will not relieve Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to DOR.
- 3.26.4 DOR has no contractual obligations to any Subcontractor or vendor under contract to the Contractor. Contractor is fully responsible for all contractual obligations, financial or otherwise, to its Subcontractors.

3.27 SURVIVAL

The terms and conditions contained in this Contract that, by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Contract will survive. In addition, the terms of the sections titled *Confidential Information Protection*, *Confidential Information Breach – Required Notification*, *Contractor's Proprietary Information*,

Disputes, Overpayments to Contractor, Publicity, Records and Documents Review, Rights in Data/Ownership, and Rights of State and Federal Governments will survive the termination of this Contract. The right of DOR to recover any overpayments will also survive the termination of this Contract.

3.28 TERMINATION

3.28.1 TERMINATION FOR DEFAULT

In the event DOR determines that Contractor has failed to comply with the terms and conditions of this Contract, DOR has the right to suspend or terminate this Contract. DOR will notify Contractor in writing of the need to take corrective action. If corrective action is not taken within five (5) Business Days, or other time period agreed to in writing by both parties, the Contract may be terminated. DOR reserves the right to suspend all or part of the Contract, or prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by Contractor or a decision by DOR to terminate the Contract.

In the event of termination for default, Contractor will 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.

If it is determined that Contractor: (i) was not in default, or (ii) its failure to perform was outside of its control, fault or negligence, the termination will be deemed a "Termination for Convenience."

3.28.2 TERMINATION FOR CONVENIENCE

When, at DOR's sole discretion, it is in the best interest of the State, DOR may terminate this Contract in whole or in part by providing ten (10) calendar days' written notice. If this Contract is so terminated, DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty will accrue to DOR in the event the termination option in this section is exercised.

3.28.3 TERMINATION FOR NONALLOCATION OF FUNDS

If funds are not allocated to continue this Contract in any future period, DOR may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. DOR agrees to notify Contractor of such nonallocation at the earliest possible time. No penalty will accrue to DOR in the event the termination option in this section is exercised.

3.28.4 TERMINATION FOR WITHDRAWAL OF AUTHORITY

If the authority of DOR to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, DOR may immediately terminate this Contract by providing written notice to the Contractor. The termination will be effective on the date specified in the termination notice. DOR will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. DOR agrees to notify Contractor of such withdrawal of authority at the earliest possible time. No penalty will accrue to DOR in the event the termination option in this section is exercised.

3.28.5 TERMINATION FOR CONFLICT OF INTEREST

DOR may terminate this Contract by written notice to the Contractor if DOR determines, after due notice and examination, that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, DOR will be entitled to pursue the same remedies against the Contractor as it could pursue in the event Contractor breaches the contract.

3.29 WAIVER

Waiver of any breach of any term or condition of this Contract will not be deemed a waiver of any prior or subsequent breach or default. No term or condition of this Contract will be held to be waived, modified, or deleted except by a written instrument signed by the parties. Only the DOR Authorized Representative has the authority to waive any term or condition of this Contract on behalf of DOR.

3.30 WARRANTIES

3.30.1 Contractor represents and warrants that it will perform all services pursuant to this Contract in a professional manner and with high quality and will immediately re-perform any services that are not in compliance with this representation and warranty at no cost to DOR.

3.30.2 Contractor represents and warrants that it will comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Partnership Services.

3.30.3 Any written commitment by Contractor within the scope of this Contract will be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and will render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor to DOR or contained in any Contractor publications, or descriptions of services in written or other communication medium, used to influence DOR to enter into this Contract.

Attachment 1

Confidential Information Security Requirements

1. Definitions

In addition to the definitions set out in Section 1 of this Contract K2132 for DOR's Business Licensing Service, the definitions below apply to this Attachment.

- a. "Hardened Password" means a string of characters containing at least three of the following character classes: upper case letters; lower case letters; numerals; and special characters, such as an asterisk, ampersand, or exclamation point.
 - i. Passwords for external authentication must be a minimum of 10 characters long.
 - ii. Passwords for internal authentication must be a minimum of 8 characters long.
 - iii. Passwords used for system service or service accounts must be a minimum of 20 characters long.
- b. "Portable/Removable Media" means any Data storage device that can be detached or removed from a computer and transported, including but not limited to: optical media (e.g. CDs, DVDs); USB drives; or flash media (e.g. CompactFlash, SD, MMC).
- c. "Portable/Removable Devices" means any small computing device that can be transported, including but not limited to: handhelds/PDAs/Smartphones; Ultramobile PC's, flash memory devices (e.g. USB flash drives, personal media players); and laptops/notebook/tablet computers. If used to store Confidential Information, devices should be Federal Information Processing Standards (FIPS) Level 2 compliant.
- d. "Secured Area" means an area to which only Authorized Users have access. Secured Areas may include buildings, rooms, or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.
- e. "Transmitting" means the transferring of data electronically, such as via email, SFT, web services, AWS Snowball, etc.
- f. "Trusted System(s)" means the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

- g. "Unique User ID" means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase, or other mechanism, authenticates a user to an information system.

2. Confidential Information Transmitting

- a. When transmitting DOR's Confidential Information electronically, including via email, the Data must be encrypted using NIST 800-series approved algorithms (<http://csrc.nist.gov/publications/PubsSPs.html>). This includes transmission over the public internet.
- b. When transmitting DOR's Confidential Information via paper documents, the Receiving Party must use a Trusted System.

3. Protection of Confidential Information

The Contractor agrees to store Confidential Information as described:

- a. Data at Rest:
 - i. Data will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data. Access to the Data will be restricted to Authorized Users through the use of access control lists, a Unique User ID, and a Hardened Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Systems which contain or provide access to Confidential Information must be located in an area that is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - ii. Data stored on Portable/Removable Media or Devices:
 - Confidential Information provided by DOR on Removable Media will be encrypted with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the Data.
 - DOR's data must not be stored by the Contractor on Portable Devices or Media unless specifically authorized within a Data Share Agreement. If so authorized, the Receiving Party must protect the Data by:
 1. Encrypting with NIST 800-series approved algorithms. Encryption keys will be stored and protected independently of the data;
 2. Control access to the devices with a Unique User ID and Hardened Password or stronger authentication method such as a physical token or biometrics;
 3. Keeping devices in locked storage when not in use;
 4. Using check-in/check-out procedures when devices are shared;

5. Maintain an inventory of devices; and
 6. Ensure that when being transported outside of a Secured Area, all devices with Data are under the physical control of an Authorized User.
- b. Paper documents. Any paper records containing Confidential Information must be protected by storing the records in a Secured Area that is accessible only to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

4. Confidential Information Segregation

DOR Confidential Information received under this Agreement must be segregated or otherwise distinguishable from non-DOR data. This is to ensure that when no longer needed by the Contractor, all DOR Confidential Information can be identified for return or destruction. It also aids in determining whether DOR Confidential Information has or may have been compromised in the event of a security Breach.

- a. The DOR Confidential Information must be kept in one of the following ways:
 - i. on media (e.g. hard disk, optical disc, tape, etc.) which will contain only DOR Data; or
 - ii. in a logical container on electronic media, such as a partition or folder dedicated to DOR's Data; or
 - iii. in a database that will contain only DOR Data; or
 - iv. within a database and will be distinguishable from non-DOR Data by the value of a specific field or fields within database records; or
 - v. when stored as physical paper documents, physically segregated from non-DOR Data in a drawer, folder, or other container.
- b. When it is not feasible or practical to segregate DOR Confidential Information from non-DOR data, then both the DOR Confidential Information and the non-DOR data with which it is commingled must be protected as described in this Attachment.

5. Confidential Information Shared with Subcontractors

If DOR Confidential Information provided under this Agreement is to be shared with a Subcontractor, the contract with the Subcontractor must include all the Confidential Information Security Requirements.

6. Confidential Information Disposition

When the Confidential Information is no longer needed, except as noted below, the Confidential Information must be returned to DOR or destroyed. Media are to be destroyed using a method documented within NIST 800-88 (<http://csrc.nist.gov/publications/PubsSPs.html>).

- a. For DOR's Confidential Information stored on network disks, deleting unneeded Confidential Information is sufficient as long as the disks remain in a Secured Area and otherwise meet the requirements listed in Section 3, above. Destruction of the Confidential Information as outlined in this section of this Attachment may be deferred until the disks are retired, replaced, or otherwise taken out of the Secured Area.

[Remainder of Page Intentionally Left Blank]

PLEASE RETURN TO:
Pend Oreille County PUD
PO Box 190
Newport, WA 99156

FOR COUNTY RECORDING USE ONLY.
SPACE.

PLEASE **DO NOT** WRITE IN ABOVE

Work Order # _____

DEED FOR RIGHT-OF-WAY EASEMENT
(Overhead: 30 feet & Underground: 15 feet)

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned (hereinafter called "Grantor(s)"),

City of Newport
First, middle and Last

First, middle and Last

in consideration of the promises and mutual offsetting benefits which are hereby acknowledged, do hereby convey and grant to PUBLIC UTILITY DISTRICT NO. 1 OF PEND OREILLE COUNTY, a municipal corporation organized under the laws of the state of Washington, (hereinafter called "Grantee") and to its successors, assigns, or permittees, the right, privilege and authority, to install, alter, bury, rephase, energize, chemically treat, operate, move, maintain, and remove electric transmission and distribution facilities, consisting of poles, cables, wires, and communications facilities, consisting of the same poles, cables, fiber optic wires, and all other necessary or convenient appurtenances and accessories, to make said facilities an integrated electric and communications system, as such specifications now exist and as hereafter modified in accordance with specifications adopted by the Grantee, to the extent necessary to install and maintain said electric and communications system, which is located upon, under, over, and across the following-described land and/or in or upon all streets, roads, or highways abutting said lands and premises situated in the County of Pend Oreille, State of Washington, and more particularly described as follows:

Abbreviated legal description

Right of Way for City of Newport Alley Way, Section 18 Township 31 Range 46 Between N. Warren Ave. & N Spokane Ave.

Geographical Identification Parcel Code _____
(Pend Oreille County 12 digit number)

Grantee, its successors, assigns, or permittees, are also granted the right, privilege, and authority to clear cut 15 feet each side of an overhead conductor and/or cut, remove and trim trees, brush, shrubbery and other obstructions to the extent necessary alongside the cleared right-of-way; and to license, permit, or otherwise agree to the joint use or occupancy of the line or system by any other person, association, or corporation, for electrification, telephone, or communications needs.

It is agreed that areas over, under or around buried vaults, cables, and within the right-of-way shall remain free and clear of structures, barriers, building, trees, shrubbery and/or any other physical encumbrances except by written consent of Grantee. Free access to all facilities over the Grantor's adjacent lands shall be allowed at all times. Grantee shall not be responsible for loss, replacement or damage to any improvements or other things below, over or upon such easement which is caused by the Grantee's use of this easement. Grantee shall have no responsibility for environmental contamination, which is either pre-existing or not caused by Grantee.

The undersigned WARRANT that they have the legal right to grant this easement and agree to hold harmless and to indemnify the Grantee for any damages suffered by Grantee should it later be proven that the Grantor did not possess such legal rights. Said land is free of encumbrances except: _____

Work Order # _____

IN WITNESS WHEREOF, the undersigned have set their hands and seals this _____ day of _____, 20____

Grantor's Signature	Grantor's Signature

STATE OF Washington }
 COUNTY OF Pend Oreille } SS

On this day personally appeared before me

Keith Campbell
 Grantor's Printed Name

 Grantor's Printed Name

to me known to be the individual(s) described in and who executed the within and forgoing instrument, and acknowledged said instrument to be (circle one) HIS/HER/THEIR free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____, 20____

Notary Public Signature _____

Notary Public in and for the State of _____

My Appointment Expires _____

Place Notary Seal Here



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Customer: NEWPORT, CITY OF
Agreement #: MA31502

CFS App #: .1904461
Transaction #: S1341151

Salesperson: Sierra Love-Ensminger
Order Date: 01/05/23

NP 2022-226

Billing Information Customer Account: 1891293		Equipment Maintenance Information	
Company: NEWPORT, CITY OF		Maintenance included for all Equipment	
DBA:		Excess Per Image Charge Invoiced Monthly by CFS	
Address: 200 S WASHINGTON AVE		Per Unit Coverage Plan	
Address 2:		Fixed Price Plan	
City: NEWPORT		Purchase Option: Fair Market Value	
State: WA Zip: 99156-9670		Other Transaction Details	
Contact: North Nickole		County: PEND OREILLE State: WA Zip: 99156-9670	
Email: clerk@newport-wa.org		Email: clerk@newport-wa.org	
Rider A applies (Office Equip/Cut Sheet Production)		Excess Per Image Charge(s)	
		B&W: \$0.006700 Color: \$0.040000	

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information	Delivery Date:
3825C002	IRADVDC58601	1	Shipping: 200 S WASHINGTON AVE	10/24/22
4030C002	CASSETTE FEEDING UNIT-AQ1	1	Address 2:	
5546C002	BUFFER PASS UNIT-P2	1	City: NEWPORT	County: PEND OREILLE State: WA Zip: 99156-9670
5547C002	STAPLE FINISHER-AB2	1	Primary Customer Contact: North Nickole North	
3998C001	SUPER G3 FAX BOARD-AX1	1	Phone #: 509.447.6429	Email: clerk@newport-wa.org
1972V064	ESP NEXT GEN PCS POWER FILTER 120VOLTS 15 AMP XG-PCS-15D	1	Meter Contact:	
2368V120	MID VOLUME CONNECTIVITY 30+PPM UP TO 79PPM	1	Phone #:	Email:
1618V190	IR ADVANCE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ENGINEER	1	IT Contact: North Nickole North	
3923V843	INSTALL PAK DX C5870/C5860/C5850/C5840i	1	Phone #: 509.447.6429	Email: clerk@newport-wa.org
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Billing:	
			Address 2:	State: Zip:
			City:	County: State: Zip:
			Billing Contact:	
			Phone #:	Email:
			Elevator: No Loading Dock: No # of Steps: 10 Hrs of Operation: 9-5	

Additional Requirements:	
Consumables: Toner Only	
Meter Method: Remote Reporting Agent	
For CSA USE ONLY: Config: A 71529768	
<p>OC: COUNTY OF DUPAGE CONTRACT FIR-0251-18</p> <p>THIS SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G THERETO WHICH SHALL CONTROL (THE "LEASE TERMS"). TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE, THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER, AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. BY YOUR SIGNATURE, CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.</p>	
Customer Authorized Signature:	Printed Name: Title: Date:
ACCEPTANCE CERTIFICATE	
To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.	
Authorized Signature:	Printed Name: Title: Date:
For Internal Purposes Only: CFS Authorized Signature:	Printed Name: Title: Date:



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

NP2022-22B

Return Schedule, Rider B of Agreement

Customer: NEWPORT, CITY OF

Salesperson: Sierra Love-Ensminger

Agreement #: MA31502 *

Transaction #: S1341151

Order date: 01/05/23

Customer ("You")	Customer Account: 1891293	Service Requested:	
Company: NEWPORT, CITY OF Address: 200 S WASHINGTON AVE City: NEWPORT County: PEND OREILLE State: WA Zip: 99156-9670 Phone: 509.447.6429 Contact name: North Nickole Email: clerk@newport-wa.org Alternate Contact: Alternate Phone:		Trade In	
Lease Information (if applicable)			
		Leasing company name	Lease Number

If "Buyout Reimbursement" is selected above, the following MUST be completed:

\$ _____ To be paid upon delivery / acceptance pursuant to Rider B, Section 1.

Payable to: _____ Reason for check issuance: _____

If transaction includes a Lease Upgrade or Buyout the following MUST be completed:

- Select one:
- Not Applicable: No Equipment pick up required
 - CSA will pick up the Equipment
 - Return Equipment to CFS
 - Return Equipment to CSA Original Order Date 10/5/2022
 - You will return Equipment to leasing company according to the terms and conditions of your lease agreement
 - You will retain the equipment.
 - Will retained equipment remain under a CSA Maintenance Agreement?
 - No
 - Yes: SELECT ONE: under an Existing Contract Or New Contract

Trade in Equipment Condition: Good Working Condition

Equipment for Trade-In, Upgrade, or Return

If transaction includes a Lease return the following MUST be completed:

Return code	Item Code	Description	Serial #	Equipment Location	Contact Name & Phone	Email	Alt pick up date
TRD	3827C002	IRADVDC5840I	2YJ19042	200 S WASHINGTON AVE NEWPORT, WA 99156-9670			

Pick Up /Return Information:

- Same Date as Delivery of Listed Items Specified on the Agreement
- Other Specified Date: ____ / ____ / ____ (but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: North Nickole North Phone: 509.447.6429 Email: clerk@newport-wa.org

Hours of Operation: 9-5 Number of Steps: 10 Elevator: No Loading Dock: No

Special Instructions:

THIS RETURN SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS RETURN SCHEDULE.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



City Of Newport
Established 1903



CANON SOLUTIONS AMERICA

Current Situation Based on Average Monthly Volume							
Serial #	Location	Current Equipment	B&W Image Rate	Color Image Rate	Average B&W Images per Month	Average Color Images per Month	Average Monthly Total
JME10426	200 S WASHINGTON AVE	ImageRUNNER5255	0.014237	0.096965	3,233	1,522	\$193.61
Total Monthly Expense							\$193.61

Proposed Situation Based on Average Monthly Volume							
Serial #	Location	Proposed Equipment	B&W Image Rate	Color Image Rate	Average B&W Images per Month	Average Color Images per Month	Average Monthly Total
NEW	200 S WASHINGTON AVE	ImageRUNNER5860	0.0067	0.0400	3,233	1,522	\$82.54
Total Monthly Expense							\$82.54
Monthly Savings							\$111.07

Proposed Solution:

Rates are FIXED for the term of the agreement

Maintenance includes parts, labor, toner (excludes paper and staples)

Advance security, secure print, advance scanning, (to email, to folder, To google drive, etc)

Includes delivery, installation, training, auto meter reading, auto toner replenishment

Pricing:

MSRP - \$35,750.56

Omnia Discounted Purchase Price - \$12,460.06

Monthly Lease Payment - \$234.00

Lease based on standard 60 month FMV lease



46.77

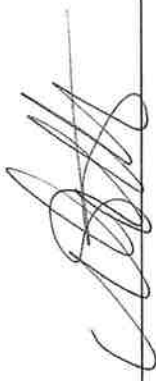
City Hall

CITY OF NEWPORT
VOUCHER REPORT

DATE 1/17/2023 (Dec 22 2nd open period)

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

Checks 65416-65425 Voided 65415	\$6,548.96
EFT 01/17/203 Run 1-4	\$11,034.43
Direct pay 1/17 Run 1-7	\$104.00
Grand Total of all Claims	<u>\$17,687.39</u>

City Clerk/Treasurer:  _____

CITY OF NEWPORT

Invoice Report Review for Council Meeting

January 17, 2023 (December Vouchers)

I, the undersigned Councilmember of the City of Newport, Washington, do hereby certify that I have reviewed the bills for payment for Council Meeting January 17, 2023.

Councilmember Jami Sears
Date 1/12/23

Register

Fiscal: 2022
 Deposit Period: 2022 - December
 Check Period: 2022 - December - Open 2nd Period 2022

Check	Account	Check No.	Posting Date	Amount
Mountain West				
65416	Anatek Labs, Inc.		12/30/2022	\$305.00
65417	Aramark		12/30/2022	\$365.65
65418	Exabylon Physical Security		12/30/2022	\$161.55
65419	Glaciers Edge Equipment Repair LLC		12/30/2022	\$754.88
65420	Mark Duxbury		12/30/2022	\$7.09
65421	O'Reilly Auto Parts		12/30/2022	\$807.83
65422	PO CO Treasurer		12/30/2022	\$1,834.74
65423	POVN		12/30/2022	\$224.85
65424	Selkirk Supply, Inc.		12/30/2022	\$1,004.24
65425	State Treasurer		12/30/2022	\$1,083.13
	Direct Pay Payment 1/11/2023 12:50:10 PM		12/30/2022	\$104.00
-1				
EFT Payment 1/11/2023 12:47:08 PM - 1	City Service (EFT)		12/30/2022	\$9,145.28
EFT Payment 1/11/2023 12:47:08 PM - 2	US Bank (EFT)		12/30/2022	\$1,889.15
	Total			\$17,687.39
	Total			\$17,687.39
	Grand Total			\$17,687.39

Voucher Directory

Fiscal: 2022 - December
 Council Date: 2022 - December - Open 2nd Period 2022

Anatek Labs, Inc.
65416
223125 **2022 - December - Open 2nd Period 2022**
 410-000-000-534-34-41-00 Professional Services
Total 223125
Total 65416
Total Anatek Labs, Inc.
 \$305.00
 \$305.00
 \$305.00
 \$305.00

Aramark
65417
Dec 2022 Statement **2022 - December - Open 2nd Period 2022**
 101-000-000-543-30-49-00 Miscellaneous Expenditures
 410-000-000-534-34-49-00 Miscellaneous Expenditures
 411-000-100-535-35-49-00 Miscellaneous Expenditures
Total Dec 2022 Statement
 \$162.40
 \$86.45
 \$116.80
\$365.65
\$365.65
\$365.65

Total Aramark
Total 65417
City Service (EFT)
EFT Payment 1/11/2023 12:47:08 PM - 1
11/2022 City Service
 001-000-000-521-20-32-00 Fuel
 101-000-000-543-30-32-00 Fuel Consumed
 410-000-000-534-34-32-00 Fuel Consumed
 411-000-100-535-35-32-00 Fuel Consumed
Total 11/2022 City Service
12/2022 City Service
 001-000-000-521-20-32-00 Fuel
 101-000-000-543-30-32-00 Fuel Consumed
 410-000-000-534-34-32-00 Fuel Consumed
 411-000-100-535-35-32-00 Fuel Consumed
Total 12/2022 City Service
Total EFT Payment 1/11/2023 12:47:08 PM - 1
Total City Service (EFT)
 \$1,000.63
 \$2,299.42
 \$520.37
 \$892.06
\$4,712.48
 \$580.89
 \$3,063.14
 \$201.02
 \$587.75
\$4,432.80
\$9,145.28
\$9,145.28

Courtney, Shea - EFT
 Direct Pay Payment 1/11/2023 12:50:10 PM - 1 2022 - December - Open 2nd Period 2022
 WWTPO Exam reimbursement 411-000-100-535-35-49-00 Miscellaneous Expenditures \$104.00
 Total WWTPO Exam reimbursement \$104.00
 Total Direct Pay Payment 1/11/2023 12:50:10 PM - 1 \$104.00
 Total Courtney, Shea - EFT \$104.00

Exbabylon Physical Security
 65418
 99798 2022 - December - Open 2nd Period 2022
 001-000-000-514-20-42-00 Communications \$16.16
 001-000-000-521-20-42-00 Communications \$16.16
 101-000-000-543-30-42-00 Communications \$16.16
 410-000-000-534-34-42-00 Communications \$56.54
 411-000-100-535-35-42-00 Communications \$56.53
 Total 99798 \$161.55
 Total 65418 \$161.55
 Total Exbabylon Physical Security \$161.55

Glaciers Edge Equipment Repair LLC
 65419 2022 - December - Open 2nd Period 2022
 INV-426 Remaining Balance 411-000-100-535-35-48-00 Repair & Maintenance \$754.88
 Total INV-426 Remaining Balance \$754.88
 Total 65419 \$754.88
 Total Glaciers Edge Equipment Repair LLC \$754.88

Mark Duxbury
 65420 2022 - December - Open 2nd Period 2022
 Duxbury - reimbursement for interview 001-000-000-521-20-31-00 Office & Operating Supplies \$7.09
 Total Duxbury - reimbursement for interview \$7.09
 Total 65420 \$7.09
 Total Mark Duxbury \$7.09

O'Reilly Auto Parts
 65421 2022 - December - Open 2nd Period 2022
 Dec 2022 Statement Customer#: 2370363
 001-000-000-576-80-31-00 INV 5732440328 Operating Supplies \$11.11
 001-000-000-594-21-60-00 INV 5732440104 Police Vehicle and Equipment \$5.50
 101-000-000-542-66-31-00 INV 5732440511 Snow & Ice Control \$198.03

101-000-000-542-66-31-00	Snow & Ice Control	\$14.66
INV 5732436803		
101-000-000-542-66-31-00	Snow & Ice Control	\$72.32
INV 5732439361		
101-000-000-543-30-31-00	Operating Supplies	\$11.12
INV 5732440328		
101-000-000-543-30-48-00	Equipment Maintenance	\$35.24
INV 5732441853		
101-000-000-543-30-48-00	Equipment Maintenance	\$14.83
INV 5732437085		
101-000-000-543-30-48-00	Equipment Maintenance	\$433.91
INV 5732439530		
410-000-000-534-34-31-00	Office & Operating Supplies	\$11.11
INV 5732440328		
Total Dec 2022 Statement Customer#: 2370363		

Total 65421
Total O'Reilly Auto Parts
PO CO Treasurer **65422**

2022 - December - Open 2nd Period 2022			
Dec 22 County Taxes	633-000-000-586-12-00-00	County Clearing Fund	\$259.99
Total Dec 22 County Taxes			\$259.99
Nov 22 County Taxes	633-000-000-586-12-00-00	County Clearing Fund	\$1,574.75
Total Nov 22 County Taxes			\$1,574.75
			\$1,834.74
			\$1,834.74

Total 65422
Total PO CO Treasurer
POVN **65423**

2022 - December - Open 2nd Period 2022			
Dec 22 Account #: 12323	001-000-000-514-20-42-00	Communications	\$44.97
	001-000-000-521-20-42-00	Communications	\$44.97
	101-000-000-543-30-42-00	Communications	\$44.97
	410-000-000-534-34-42-00	Communications	\$44.97
	410-000-000-534-34-42-00	Communications	\$44.97
Total Dec 22 Account #: 12323			\$224.85
			\$224.85
			\$224.85

Total 65423
Total POVN
Selkirk Supply, Inc. **65424**

2022 - December - Open 2nd Period 2022			
December 2022 Statement Acct: 520	001-000-000-521-20-31-00	Office & Operating Supplies	\$82.57
	INV 293683		

001-000-000-576-80-31-00	Operating Supplies	\$47.67
INV 293800		
001-000-000-576-80-31-00	Operating Supplies	\$88.58
INV 293724		
001-000-000-576-80-31-00	Operating Supplies	\$9.11
INV 293770		
001-000-000-576-80-31-00	Operating Supplies	\$35.66
INV 294789		
101-000-000-543-30-31-00	Operating Supplies	\$35.67
INV 294789		
101-000-000-543-50-48-00	Maintenance of Facilities	\$89.02
INV 293986		
109-000-000-573-90-49-00	Spectator & Community Events	\$40.81
INV 294518		
109-000-000-573-90-49-00	Spectator & Community Events	\$90.10
INV 293965		
410-000-000-534-34-31-00	Office & Operating Supplies	\$8.05
INV 294370		
410-000-000-534-34-31-00	Office & Operating Supplies	\$36.03
INV 294057		
410-000-000-534-34-31-00	Office & Operating Supplies	\$67.76
INV 294297		
410-000-000-534-34-31-00	Office & Operating Supplies	\$40.26
INV 294647		
410-000-000-534-34-31-00	Office & Operating Supplies	\$35.67
INV 294789		
410-000-000-534-34-31-00	Office & Operating Supplies	\$33.90
INV 294636		
410-000-000-534-34-31-00	Office & Operating Supplies	\$21.18
INV 293551		
410-000-000-534-34-48-00	Repair & Maintenance	\$12.71
INV 294035		
411-000-100-535-35-31-00	Office & Operating Supplies	\$49.34
INV 294477		
411-000-100-535-35-31-00	Office & Operating Supplies	\$10.56
INV 293822		
411-000-100-535-35-31-00	Office & Operating Supplies	\$169.59
INV 293566		
Total December 2022 Statement Acct: 520		
Total 65424		\$1,004.24
Total Selkirk Supply, Inc.		\$1,004.24
State Treasurer 65425		\$1,004.24
Dec 22 State Remit	2022 - December - Open 2nd Period 2022	
633-000-000-586-12-00-01	State Clearing Fund	\$254.68

633-000-000-586-58-00-00 State Building Code Remit \$25.00
\$279.68

633-000-000-586-12-00-01 State Clearing Fund \$721.95
 633-000-000-586-58-00-00 State Building Code Remit \$81.50
\$803.45
\$1,083.13
\$1,083.13

Total 65425
Total State Treasurer

US Bank (EFT)
EFT Payment 1/11/2023 12:47:08 PM - 2
12/2022 Credit Card Statement

001-000-000-511-60-31-00	2022 - December - Open 2nd Period 2022	Office & Operating Supplies	\$16.16
001-000-000-513-10-31-00	Zoom invoice	Office & Operating Supplies	\$4.03
001-000-000-514-20-31-00	key labels	Office & Operating Supplies	\$7.95
001-000-000-514-20-31-00	Cleaning supplies	Office & Operating Supplies	\$34.38
001-000-000-514-20-31-00	Office Paper	Office & Operating Supplies	\$45.52
001-000-000-514-20-31-00	cords & batteries	Office & Operating Supplies	\$16.16
001-000-000-514-20-31-00	power cord	Office & Operating Supplies	\$26.14
001-000-000-514-20-31-00	Calendar	Office & Operating Supplies	\$152.32
001-000-000-514-20-31-00	Nic printer ink	Office & Operating Supplies	\$125.00
001-000-000-514-20-49-10	Lyndsie IMC Membership	Dues & Subscriptions	\$49.99
001-000-000-521-20-31-00	USB drives	Office & Operating Supplies	\$36.73
001-000-000-521-20-31-00	hand soap	Office & Operating Supplies	\$20.23
001-000-000-521-20-31-00	Kat's monitor	Office & Operating Supplies	\$11.12
001-000-000-521-20-31-00	Police Pens	Office & Operating Supplies	\$12.91
001-000-000-521-20-31-00	Calendar	Office & Operating Supplies	\$34.37
001-000-000-521-20-31-00	Office Paper	Office & Operating Supplies	\$23.06
001-000-000-521-20-49-00	For interview	Miscellaneous Expenditure	

001-000-000-573-90-41-00	Other Comm Expenditures	\$105.95
001-000-000-576-80-42-00	Communications	\$24.98
101-000-000-542-66-31-00	Snow & Ice Control	\$38.87
101-000-000-543-30-31-00	Operating Supplies	\$152.32
101-000-000-543-30-31-00	Operating Supplies	\$26.14
101-000-000-543-30-31-00	Operating Supplies	\$34.37
101-000-000-543-30-31-00	Operating Supplies	\$4.03
101-000-000-543-30-42-00	Communications	\$24.98
109-000-000-573-90-49-00	Spectator & Community Events	\$13.25
109-000-000-573-90-49-00	Spectator & Community Events	\$5.30
109-000-000-573-90-49-00	Spectator & Community Events	\$6.63
410-000-000-534-34-31-00	Office & Operating Supplies	\$36.74
410-000-000-534-34-31-00	Office & Operating Supplies	\$152.33
410-000-000-534-34-31-00	Office & Operating Supplies	\$34.38
410-000-000-534-34-31-00	Office & Operating Supplies	\$26.14
410-000-000-534-34-31-00	Office & Operating Supplies	\$4.04
410-000-000-534-34-42-00	Communications	\$24.98
411-000-100-535-35-31-00	Office & Operating Supplies	\$152.33
411-000-100-535-35-31-00	Office & Operating Supplies	\$26.14
411-000-100-535-35-31-00	Office & Operating Supplies	\$36.74
411-000-100-535-35-31-00	Office & Operating Supplies	\$34.37
411-000-100-535-35-31-00	Office & Operating Supplies	\$4.03
411-000-100-535-35-42-00	Communications	\$69.95
411-000-100-535-35-42-00	Communications	\$90.95

411-000-100-535-35-49-00	Miscellaneous Expenditures	\$101.14
Josh Cert.		
411-000-100-535-35-49-00	Miscellaneous Expenditures	\$42.00
Josh cert.		
Total 12/2022 Credit Card Statement		\$1,889.15
Total EFT Payment 1/11/2023 12:47:08 PM - 2		\$1,889.15
Total US Bank (EFT)		\$1,889.15
Grand Total	Vendor Count	\$17,687.39
	13	

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: December 22, 2022

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1355 through No. 1362 as well as the direct deposit run 12/20/2022 for employees are approved for payment in the amount of \$65,308.57 this 17th day of January 2023.


Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer  _____

Register

Number	Name	Fiscal Description	Cleared	Amount
1355	Dept of Labor & Industry	2022 - December - 2nd Council Meeting		\$1,710.07
1356	Dept of Retirement - Def Comp	2022 - December - 2nd Council Meeting		\$767.50
1357	Dept of Retirement Systems	2022 - December - 2nd Council Meeting		\$7,170.60
1358	EFTPS	2022 - December - 2nd Council Meeting		\$10,710.85
1359	Employment Security	2022 - December - 2nd Council Meeting		\$89.08
1360	Employment Security - PMFL	2022 - December - 2nd Council Meeting		\$198.84
1361	Idaho State Tax	2022 - December - 2nd Council Meeting		\$353.00
1362	Vimly Benefit Solutions, Inc. - EFT	2022 - December - 2nd Council Meeting		\$11,587.04
	Payroll Vendor	2022 - December - 2nd Council Meeting		\$32,721.59
Direct Deposit Run -				
12/20/2022				\$65,308.57

CITY OF NEWPORT
VOUCHER REPORT

DATE 1/17/2023

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City, and that I am authorized to authenticate and certify to said claim.

Checks 65426-65437	\$93,545.39
EFT 01/17/203 Run 1-4	\$8,221.28
Direct pay 1/17 Run 1-7	\$7,400.00
Grand Total of all Claims	<u>\$109,166.67</u>

City Clerk/Treasurer: _____



CITY OF NEWPORT

Invoice Report Review for Council Meeting

January 17, 2023

I, the undersigned Councilmember of the City of Newport, Washington, do hereby certify that I have reviewed the bills for payment for Council Meeting January 17, 2023.

Councilmember Jami Sears
Date 1/12/23

Register

Fiscal: 2023
 Deposit Period: 2023 - January
 Check Period: 2023 - January - 2nd Council Meeting

Mountain West

51040005632

Check	Description	Date	Amount
65426	AWC	1/17/2023	\$2,156.00
65427	Evergreen Rural Water	1/17/2023	\$430.00
65428	Exbabylon Physical Security	1/17/2023	\$156.17
65429	JUB Engineers	1/17/2023	\$48,467.50
65430	Newport Miner	1/17/2023	\$372.90
65431	Pend Oreille Fire Dist. #4	1/17/2023	\$3,000.00
65432	PO CO Dispatch Center	1/17/2023	\$4,823.75
65433	PO CO Jail	1/17/2023	\$5,496.50
65434	PO CO Treasurer	1/17/2023	\$255.70
65435	Red Rose Carpet Cleaning	1/17/2023	\$600.00
65436	Rob's Heating & Cooling	1/17/2023	\$377.49
65437	Vision Municipal Solutions	1/17/2023	\$27,409.38
	Direct Pay Payment 1/11/2023 4:20:46 PM - Billingsley, Brett - EFT	1/17/2023	\$1,300.00
1	Direct Pay Payment 1/11/2023 4:20:46 PM - Courtney, Shea - EFT	1/17/2023	\$50.00
2	Direct Pay Payment 1/11/2023 4:20:46 PM - Law Offices of Joshua Maurer, PLLC - EFT	1/17/2023	\$3,000.00
3	Direct Pay Payment 1/11/2023 4:20:46 PM - North, Nickole - EFT	1/17/2023	\$50.00
4	Direct Pay Payment 1/11/2023 4:20:46 PM - Reid Legal Office, PLLC - EFT	1/17/2023	\$1,200.00
5	Direct Pay Payment 1/11/2023 4:20:46 PM - Thrive Law PLLC - EFT	1/17/2023	\$600.00
6	Direct Pay Payment 1/11/2023 4:20:46 PM - Van Valkenburg Law PS - EFT	1/17/2023	\$1,200.00
7	EFT Payment 1/11/2023 4:25:31 PM - 1	1/17/2023	\$17.38
	EFT Payment 1/11/2023 4:25:31 PM - 2	1/17/2023	\$2,765.38
	EFT Payment 1/11/2023 4:25:31 PM - 3	1/17/2023	\$4,774.70
	EFT Payment 1/11/2023 4:25:31 PM - 4	1/17/2023	\$663.82
	Total	Check	\$109,166.67
	Total	51040005632	\$109,166.67
	Grand Total		\$109,166.67

Voucher Directory

Fiscal: : 2023 - January
 Council Date: : 2023 - January - 2nd Council Meeting

Avista Utilities					
	EFT Payment 1/11/2023 4:25:31 PM - 1	2023 - January - 2nd Council Meeting			
	Dec 2022 Acct: 6366720000		Public Utilities		\$17.38
	Total Dec 2022 Acct: 6366720000				\$17.38
Total Avista Utilities	Total EFT Payment 1/11/2023 4:25:31 PM - 1				\$17.38
AWC					
	65426	2023 - January - 2nd Council Meeting			
	104974 Annual City Membership		Miscellaneous Expenditures		\$1,271.00
	001-000-000-513-10-49-00				\$1,271.00
	Total 104974 Annual City Membership				
	112493 UA Testing		Miscellaneous Expenditures		\$126.42
	101-000-000-543-30-49-00				
	Dave		Miscellaneous Expenditures		\$126.43
	101-000-000-543-30-49-00				
	Marc		Miscellaneous Expenditures		\$126.43
	101-000-000-543-30-49-00				
	Ed		Miscellaneous Expenditures		\$126.43
	410-000-000-534-34-49-00				
	Shea		Miscellaneous Expenditures		\$126.43
	411-000-100-535-35-49-00				
	Bryce		Miscellaneous Expenditures		\$126.43
	411-000-100-535-35-49-00				
	Josh		Miscellaneous Expenditures		\$126.43
	411-000-100-535-35-49-00				
	Andrew		Miscellaneous Expenditures		\$126.43
	Total 112493 UA Testing				\$885.00
Total AWC	Total 65426				\$2,156.00
					\$2,156.00

Billingsley, Brett - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 1 2023 - January - 2nd Council Meeting
 01/2023 Billingsley PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Billingsley PA Fees
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 1
Total Billingsley, Brett - EFT

City Of Newport Water & Sewer (EFT)
 EFT Payment 1/11/2023 4:25:31 PM - 2 2023 - January - 2nd Council Meeting
 12/22 Water Bill
 001-000-000-513-10-47-00 Utilities
 001-000-000-518-20-47-00 Facility Lease Utilities
 001-000-000-521-20-47-00 Utilities
 001-000-000-522-50-47-10 Utilities
 001-000-000-576-80-47-00 Utilities
 101-000-000-543-30-47-01 Water - Public Works Shop
 410-000-000-534-34-47-01 Public Utilities - Water
 411-000-100-535-35-47-01 Public Utilities - Water
 Total 12/22 Water Bill
 Total EFT Payment 1/11/2023 4:25:31 PM - 2
Total City Of Newport Water & Sewer (EFT)

Courtney, Shea - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 2 2023 - January - 2nd Council Meeting
 Shea BYOB cell Jan 2023 410-000-000-534-34-42-00 Communications
 Total Shea BYOB cell Jan 2023
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 2
Total Courtney, Shea - EFT

Evergreen Rural Water
 65427
 46873
 Total 46873
Total Evergreen Rural Water

Exbabylon Physical Security
 65428
 Jan 23 Inv: 99458 Newport Alarm
 001-000-000-514-20-42-00 Communications
 001-000-000-521-20-42-00 Communications
 101-000-000-543-30-42-00 Communications
Total 65427
Total Evergreen Rural Water
Exbabylon Physical Security
 65428

410-000-000-534-34-42-00 Communications \$54.66
 411-000-100-535-35-42-00 Communications \$54.65
Total Jan 23 Inv: 99458 Newport Alarm \$156.17
\$156.17

Total 65428
Total Exbablylon Physical Security

JUB Engineers

65429

2023 - January - 2nd Council Meeting

Sewer Master Plan PR#17 PMT#10

411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan \$32,604.00

INV 0157445

411-000-100-535-35-41-06 DOE Funding - Sewer Master Plan Waste Water Sewer Plan \$15,863.50

INV 0158233

Total Sewer Master Plan PR#17 PMT#10

\$48,467.50
\$48,467.50
\$48,467.50

Total 65429

Total JUB Engineers

Law Offices of Joshua Maurer, PLLC - EFT

Direct Pay Payment 1/11/2023 4:20:46 PM - 3

2023 - January - 2nd Council Meeting

01/23 Maurer PA Fee

001-000-000-515-41-41-01

Pros Atty - Prof Svc

\$3,000.00
\$3,000.00
\$3,000.00
\$3,000.00

Total Direct Pay Payment 1/11/2023 4:20:46 PM - 3

Total Law Offices of Joshua Maurer, PLLC - EFT

Newport Miner

65430

2023 - January - 2nd Council Meeting

2023 Miner Subscription

001-000-000-513-10-49-00

Miscellaneous Expenditures

\$35.00
\$35.00

Total 2023 Miner Subscription

202305 Ordinances

001-000-000-511-30-41-00

Professional Service

\$225.27

001-000-000-558-50-41-04

Advertising

\$112.63
\$337.90
\$372.90
\$372.90

Total 202305 Ordinances

Total 65430

Total Newport Miner

North, Nickole - EFT					
Direct Pay Payment 1/11/2023 4:20:46 PM - 4		2023 - January - 2nd Council Meeting			
Nickole - BYOD cell Jan 23					\$50.00
	001-000-000-514-20-42-00	Communications			\$50.00
Total Nickole - BYOD cell Jan 23					\$50.00
Total Direct Pay Payment 1/11/2023 4:20:46 PM - 4					\$50.00
Total North, Nickole - EFT					
Pend Oreille Fire Dist. #4					
65431		2023 - January - 2nd Council Meeting			
Jan 23 Agreement Payment	001-000-000-522-20-41-00	Prof. Services- Firemen (FD4)			\$3,000.00
Total Jan 23 Agreement Payment					\$3,000.00
Total 65431					\$3,000.00
Total Pend Oreille Fire Dist. #4					
PO CO Dispatch Center					
65432		2023 - January - 2nd Council Meeting			
01/2023 Dispatch Agreement	001-000-000-521-20-41-03	Sheriff Services (Dispatch)			\$4,823.75
Total 01/2023 Dispatch Agreement					\$4,823.75
Total 65432					\$4,823.75
Total PO CO Dispatch Center					
PO CO Jail					
65433		2023 - January - 2nd Council Meeting			
01/2023 Jail Fees	001-000-000-523-60-41-00	Prisoner Room & Board			\$5,496.50
Total 01/2023 Jail Fees					\$5,496.50
Total 65433					\$5,496.50
Total PO CO Jail					
PO CO Treasurer					
65434		2023 - January - 2nd Council Meeting			
Jan 23	633-000-000-586-12-00-00	County Clearing Fund			\$255.70
Total Jan 23					\$255.70
Total 65434					\$255.70
Total PO CO Treasurer					
Red Rose Carpet Cleaning					
65435		2023 - January - 2nd Council Meeting			
Dec 22 Janitorial	001-000-000-514-20-41-00	Professional Services			\$125.00
	001-000-000-521-20-41-00	Professional Services			\$100.00
	101-000-000-543-30-41-02	Professional Services			\$125.00

410-000-000-534-34-41-00 Professional Services \$125.00
 411-000-100-535-35-41-04 Professional Services \$125.00
\$600.00
\$600.00

Total Dec 22 Janitorial

Total 65435
 Total Red Rose Carpet Cleaning

Reid Legal Office, PLLC - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 5 2023 - January - 2nd Council Meeting

01/2023 Reid PA Fees 001-000-000-512-50-41-00 Public Defenders

Total 01/2023 Reid PA Fees \$1,200.00
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 5 \$1,200.00
 Total Reid Legal Office, PLLC - EFT \$1,200.00

Rob's Heating & Cooling
 65436 2023 - January - 2nd Council Meeting

3633 001-000-000-518-20-48-00 Facility Lease Rep & Maint

Total 3633

Total 65436
 Total Rob's Heating & Cooling

State of WA - DOR
 EFT Payment 1/11/2023 4:25:31 PM - 3 2023 - January - 2nd Council Meeting

12/2022 Excise Taxes 410-000-000-534-34-44-00 B&O Utility Tax
 411-000-100-535-35-44-00 Utility B&O Tax

Total 12/2022 Excise Taxes \$3,433.17
 Total EFT Payment 1/11/2023 4:25:31 PM - 3 \$1,341.53
 Total State of WA - DOR \$4,774.70

Thrive Law PLLC - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 6 2023 - January - 2nd Council Meeting

Invoice - 1/6/2023 12:49:34 PM 001-000-000-515-41-41-00 City Attorney 40%
 410-000-000-534-34-41-01 Prof Svc City Atty 30%
 411-000-100-535-35-41-01 Prof Services City Attorney 30%

Total Invoice - 1/6/2023 12:49:34 PM \$240.00
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 6 \$180.00
 Total Thrive Law PLLC - EFT \$600.00

Van Valkenburg Law PS - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 7 2023 - January - 2nd Council Meeting
 01/2023 Van Valkenburg PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Van Valkenburg PA Fees
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 7
 Total Van Valkenburg Law PS - EFT

Van Valkenburg Law PS - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 7 2023 - January - 2nd Council Meeting
 01/2023 Van Valkenburg PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Van Valkenburg PA Fees
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 7
 Total Van Valkenburg Law PS - EFT

Van Valkenburg Law PS - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 7 2023 - January - 2nd Council Meeting
 01/2023 Van Valkenburg PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Van Valkenburg PA Fees
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 7
 Total Van Valkenburg Law PS - EFT

Van Valkenburg Law PS - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 7 2023 - January - 2nd Council Meeting
 01/2023 Van Valkenburg PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Van Valkenburg PA Fees
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 7
 Total Van Valkenburg Law PS - EFT

Van Valkenburg Law PS - EFT
 Direct Pay Payment 1/11/2023 4:20:46 PM - 7 2023 - January - 2nd Council Meeting
 01/2023 Van Valkenburg PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Van Valkenburg PA Fees
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 Total Van Valkenburg Law PS - EFT

Van Valkenburg Law PS - EFT
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 01/2023 Van Valkenburg PA Fees 001-000-000-512-50-41-00 Public Defenders
 Total 01/2023 Van Valkenburg PA Fees
 Total Direct Pay Payment 1/11/2023 4:20:46 PM - 7
 Total Van Valkenburg Law PS - EFT

CITY OF NEWPORT
PAYROLL CHECK REGISTER
PAYDAY: January 10, 2023

We, the undersigned Council of the City of Newport, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that Check No. 1363 through No. 1370 as well as the direct deposit run 01/06/2023 for employees are approved for payment in the amount of \$62,848.37 this 17th day of January 2023.

Councilmember _____

Councilmember _____

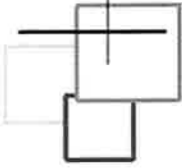
Councilmember _____

Councilmember _____

Councilmember _____

City Clerk/Treasurer  _____

Register



Number	Name	Fiscal Description	Cleared	Amount
1363	Dept of Labor & Industry	2023 - January - 1st Council Meeting		\$1,417.65
1364	Dept of Retirement - Def Comp	2023 - January - 1st Council Meeting		\$767.50
1365	Dept of Retirement Systems	2023 - January - 1st Council Meeting		\$7,078.17
1366	EFTPS	2023 - January - 1st Council Meeting		\$10,670.99
1367	Employment Security	2023 - January - 1st Council Meeting		\$88.45
1368	Employment Security - PMFL	2023 - January - 1st Council Meeting		\$261.66
1369	Idaho State Tax	2023 - January - 1st Council Meeting		\$353.00
1370	Vimly Benefit Solutions, Inc. - EFT	2023 - January - 1st Council Meeting		\$9,711.46
	Payroll Vendor	2023 - January - 1st Council Meeting		\$32,499.49
	Direct Deposit Run -			
	1/6/2023			\$62,848.37