# of Elma

# **Elma City Council Meeting**

Monday, February 7, 2022 – 6:00 PM Zoom Virtual Meeting

**Agenda** 

Zoom Meeting Link: https://us02web.zoom.us/j/9719507224?pwd=TVg4YkpmZUFLTXVjWktOcFlJVmQxUT09

Meeting ID: 971 950 7224

Passcode: Elma

To join by phone: 1-253-215-8782 US (Tacoma)

Meeting ID: 971 950 7224

Passcode: 379551

Find your local number: https://us02web.zoom.us/u/k0Zf4liNT

Call to Order

Pledge of Allegiance

**Roll Call:** 

Councilmembers Miller, Heater, Cooper, Collette, and Mayor Sorensen

Staff: Chief Shultz, Jim Starks, Wendy Collins, Chief Fulbright, Joe Chrystal, Rick Hughes, Dee Depoe, and

Jillanna Bickford

Citizen Comment

(Please limit to 3 minutes)

**Consent Agenda** 

Approval of Minutes:

January 20, 2022 and January 24, 2022

Approval of Claims:

December 20, 2021 (Open Period) totaling \$75,763.95 and January Monthly

totaling \$327,715.42

Approval of Payroll:

Presentation:

Derek Kilmer

**New Business** 

City Council Vacancy Interviews

Interview

**Executive Session** 

Per RCW 42.30.110 (1) (h), To evaluate the qualifications of a candidate for appointment to elective office. However, interview of such candidate and final action appointing a candidate shall be in a meeting open to the public.

Discussion Only

Oath of Office

City Council Appointment and Oath of Office

Discussion and Action

**New Business** 

The City of Elma Council reserves the right to take action on any item placed on the agenda regardless of the manner in which it is stated.



# **Elma City Council Meeting**

Monday, February 7, 2022 – 6:00 PM Zoom Virtual Meeting

**Agenda** 

1. City Council Committee Appointments

2. Elma Chamber Reimbursement-Travelers Companion Advertising

3. Elma Chamber Fund Transfer Request - \$155.00

4. Xpress Bill Pay Agreement

5. Police Department Remodel Plans

Discussion and Action
Discussion and Action
Discussion and Action

**Discussion and Action** 

Update

**Ordinances and Resolutions** 

1. Resolution 599 Amendment relating to employee reimbursement

Discussion and Action

**Old Business** 

1. Interlocal Agreement between City of Montesano for IT Services

Discussion and Action

Committee Reports.

Public Works: Miller, Starks

Public Safety: Cooper, Miller, Shultz

Finance: Collette, Collins Parks: Collette, Cooper

Tourism: Heater

#### **Staff Reports**

Jim Starks, Public Works Director

Susan Shultz, Police Chief

Wendy Collins, Clerk-Treasurer

Richard Hughes, City Attorney

Joe Chrystal, Building Inspector

Adam Fulbright, Fire Chief

Dee Depoe, Librarian

Jillanna Bickford, Elma Chamber

Other Reports Citizen Comment

Council Reports Mayor's Report

#### **Next Meeting**

City Council Meeting, 6:00 PM on February 22, 2022.

### Adjourn

Adjournment

The City of Elma Council reserves the right to take action on any item placed on the agenda regardless of the manner in which it is stated.

### ELMA CITY COUNCIL MEETING January 20, 2022 6:00 P.M. ON ZOOM

### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:**

Mayor Sorensen called the January 20, 2021 City Council Meeting to order. All stood for the Pledge of Allegiance.

### **CALL TO ORDER AND ROLL CALL:**

Wendy Collins called roll. Mayor Sorensen, Josh Collette, Mike Cooper, John Heater, and Pat Miller, present. Attorney Rick Hughes is excused from the meeting tonight.

### **CITIZEN COMMENT**

Brad Olson informed council the safety net at Little League Park has a giant hole. Brad Olson informed council that this was a safety issue for baseball in April. Brad Olson also informed council that he spoke to Jim about the door on the concession stand needing to be fixed.

### **CONSENT CALENDAR:**

Approval of consent calendar January 20, 2021. Approval of December payroll claims in the amount of \$157,616.71, warrants #43672-43685. Approval of claims December 2021 open claims in the amount of \$75,763.95, warrants #56578-56638 and January 2022 claims in the amount of \$312,875.39, warrants #56673-56734. Pat Miller made a motion to approve the consent calendar seconded by Josh Collette. John Heater abstained. Council member Mike Cooper voted in favor. Motion carried.

### RELEASE OF LIEN WITH WAKEFIELD ESTATE

Mayor Sorensen opened the discussion regarding release of lien with Wakefield estate. Josh Collette made a motion to release lien with Wakefield estate seconded by Pat Miller. All council members voted in favor. Motion carried.

### CONNECTIONS MUNICIPAL SERVICES AGREEMENT

Mayor Sorensen opened the discussion regarding Connections Municipal Services Agreement. Pat Miller made a motion to approve the Connections Municipal Services Agreement seconded by Josh Collette. All council members voted in favor. Motion carried.

### **CCAP FACILITY USE AGREEMENT**

Mayor Sorensen handed the meeting over to Mayor Pro Tem Miller to chair this item. Mayor Pro Tem Miller opened the discussion regarding CCAP Facility Use Agreement. Council had discussions regarding this topic. Josh Collette made a motion to allow CCAP one day use of 316 E Young St. building for homelessness on January 28, 2022 from 9 a.m.-3 p.m. seconded by Mike Cooper. All council members voted in favor. Motin carried.

Mayor Pro Tem Miller handed the meeting back over to Mayor Sorensen to continue with the meeting.

### **FAILED CULVERT**

Mayor Sorensen opened the discussion regarding the failed culvert. Jim Starks gave council an overview of the failed culvert. Pat Miller made a motion to adopt Resolution #699 for culvert repairs and main competitive bidding seconded by Mike Cooper. All council members voted in favor. Resolution adopted.

### ECOLOGY GRANT FOR SHORELINE MASTER PLAN REVIEW/UPDATE

Mayor Sorensen opened the discussion regarding the Ecology Gran for Shoreline Master Plan review/update. Jim Starks gave an overview to council regarding this topic and recommended council approval. Council had discussions regarding this topic. Mike Cooper made a motion to accept the grant from the Department of Ecology and to allow Mayor Sorensen to sign the agreement seconded by Josh Collette. All council members voted in favor. Motion carried.

### DISCUSS TWO NEW POLICE VEHICLES

Mayor Sorensen opened the discussion regarding two new police vehicles. Council and Chief Shultz had discussions regarding this topic. Chief Shultz informed council that she had made the decision to go with two new SUV's and the cost would be \$52,800.00 and the vehicles would be totally outfitted. The payments would \$1390.00 per month and would enter into another lease agreement with FCI.

### RESOLUTION FINDING AN EMERGENCY & WAIVING COMPETITIVE BIDDING

Mayor Sorensen opened the discussion regarding a resolution finding an emergency & waiving competitive bidding and if adopted the resolution number would be 699. Council had discussions regarding this topic. Pat Miller made a motion to adopt Resolution #699 seconded by Mike Cooper. All council member voted in favor. Resolution adopted.

### **COMMITTEE REPORTS**

Public Safety-Mike Cooper informed council that they will be meeting soon with Chief Shultz to wrap up a few items until they can recruit new members and try to get a meeting scheduled soon.

Finance-Josh Collette informed council they will be meeting next Monday.

Parks-Josh Collette informed council that they are working on scheduling a meeting the first part of February.

Tourism-John Heater met with the Elma Chamber and has been invited to their next function and should have more information the first part of February.

Mike Cooper informed council that he and John Heater met with Clerk-Treasurer Wendy Collins and that council should have received an email from Wendy Collins on the process regarding

picking another council member. Mike Cooper discussed the process with council and hopefully to start the process on February 7, 2022. John Heater informed council that they need to write two questions and get them to Wendy.

### STAFF REPORTS

Jim Starks informed council that he has been in contact with Tom at Sign Works and they are waiting for the ground to harden up before they install the signs. Jim Starks also informed council that the annexation for the school had been delivered to the Commissioners Clerk's office. Jim Starks also informed council that he has not had the time to explore the shared meter policy and will take a couple weeks. Mayor Sorensen informed council that they should have an RFP for a project manager by February 7, 2022. Josh Collette inquired about the roof on the fire department. Jim Starks replied that there was no information at this time, and they had resecured the tarp on the roof.

Wendy Collins could not be heard so Mayor Sorensen informed council that the County informed Wendy that they had to have two committees for the police levy and that one committee would have to be pro and the other would have to be con. Wendy Collins informed council that everything must be filed by May 13, 2022 and have everything finalized by the end of April. Mayor Sorensen would like to have this topic on the agenda for the Work Session next week.

Joe Chrystal informed council that he and Chief Shultz did some studying of homelessness and gave it to Council members Pat Miller and Mike Cooper. Joe Chrystal would like to get this moving along and get an Ordinance in place as soon as possible and would also like to add the CCAP agreement if needed. Mike Cooper informed council that is one of the items the Public Safety will discussing.

Elma Chamber-Thanked John Heater for meeting with them and invited him to the next Board meeting.

Mike Cooper inquired about the Dolly Parton's Imagination Library. Dee Depoe agreed to meet with Mike Cooper regarding this topic.

### **COUNCIL REPORTS**

Mike Cooper thanked Public Works employees for all their efforts during the snow and flooding. Mike Cooper also informed council that there is a real need to manage storm water after the recent flooding that our community and region just endured.

Josh Collette echoed Mike Cooper's comments.

Pat Miller also agreed with Mike Cooper's comments.

### **MAYOR'S REPORT**

Mayor Sorensen also praised Public Works for all their efforts during the recent snow and flooding. Mayor Sorensen informed council that he received a call at 5:27 a.m. on Saturday morning regarding the Tsunami and had to be on Zoom by 5:30 a.m. and congratulated Grays Harbor Management for handling the event very well. Mayor Sorensen to like to see our city more prepared for natural disasters that can occur. Mayor Sorensen also informed council that the Small-Town Mayors would like him to continue as a small-town representative on the Grays Harbor Transit Authority Board.

Next meeting will be a Work Session on January 24, 2022 at 6:00 p.m.

Next council meeting will be February 7, 2022 at 6:00 p.m.

Council had further discussions regarding the process of picking a new council member.

### **ADJOURNMENT**

Mike Cooper made a motion to adjourn seconded by Mike Cooper. All council members voted in favor.

Jim Sorensen – Mayor	Wendy Collins – City Clerk/Treasurer

### ELMA CITY COUNCIL SPECIAL MEETING January 24 2022 6:00 P.M. 0N ZOOM

### **CALL TO ORDER AND PLEDGE OF ALLEGIANCE:**

Mayor Sorensen called the January 24 2021 City Council Meeting to order. All stood for the Pledge of Allegiance.

### **CALL TO ORDER AND ROLL CALL:**

Wendy Collins called roll. Mayor Sorensen, Josh Collette, Mike Cooper, John Heater, Pat Miller, and Attorney Rick Hughes. All are present.

# JOSH MARTIN PRESENTATION ON FUTURE PLANS FOR THE SUMMIT PACIFIC MEDICAL CENTER

Mayor Sorensen introduced Josh Martin from Summit Pacific Medical Center to give a presentation to council regarding the future plans for Summit Pacific Medical Center.

### CITY COUNCIL VACANCY PROCESS

Mayor Sorensen opened the discussion regarding the city council vacancy process. Mike Cooper, John Heater, and Wendy Collins informed council about the process of picking a new council member. Council had discussions regarding this topic. Mayor and council agreed that there will be interviews with potential-council candidates on February 7, 2022 council meeting, but if there are more than 3, they conduct interviews on February 21, 2022. Mike Cooper made a motion to adopt the process of appointing a council member that the Clerk-Treasurer emailed to council with the exception of the questions will be mailed out to the candidates ahead of time if we have 3 or fewer candidates we will on interview on February 7, 2022 and there are more than 3 candidates we will interview on February 21, 2022 seconded by John Heater. Mayor Sorensen read the process to appoint a candidate for council. Council had discussions regarding this topic. All council members voted in favor. Motion carried.

### APPROVAL TO ORDER TWO POLICE SUV'S

Mayor Sorensen opened the discussion regarding approval to order two police SUV's. Chief Shultz requested approval from council to order two new police vehicles. Josh Collette made a motion to approve entering into a lease to buy two new police vehicles seconded by John Heater. All council members voted in favor. Motion carried.

ADJOURNMENT Josh Collette made a motion to adjourn so voted in favor. Motion carried.	econded by Mike Collette. All council member
Jim Sorensen – Mayor	Wendy Collins – City Clerk/Treasurer

Next council meeting will be on February 7, 2022 at 6:00 p.m.



### ELMA CHAMBER OF COMMERCE P.O. BOX 798 \* ELMA, WA 98541 Ph. 360-482-3055 www.elmachamber.org

January 14, 2022

TO:

Finance Committee

City of Elma

FROM:

Mandie Mezzell

**Assistant Director** 

RE:

Reimbursement-Travelers Companion Advertising

Attached is copy of invoice paid by Elma Chamber of Commerce for 2022 Travelers Companion-Advertising. Also attached is a copy of the budget approved by the Lodging Tax Committee.

### **Print Advertising**

Traveler's Companion

\$1,330.00

Grand Total

\$1,330.00

Respectfully submitted by,

Mandie Mezzell Assistant Director

Elma Chamber of Commerce

ll. Ileelle



### ELMA CHAMBER OF COMMERCE P.O. BOX 798 \* ELMA, WA 98541 Ph. 360-482-305 www.elmachamber.org

January 14, 2022

TO:

Finance Committee

City of Elma

FROM:

Mandie Mezzell

RE:

Transfer Funds-

The Elma Chamber of Commerce is requesting a transfer of funds within the 2022 Advertising & Promotion budget. We will spend less than allocated in the budgetary line item "Elma Brochures". We have a surplus of \$155.00 per Invoice # 28022. Due to price increase in advertising.

We request approval for the following:

Transfer \$155.00 from "Elma Brochures" budgetary line item to the "Travelers Companion" budget, for a total transfer of \$155.00.

Total reimbursement request for Travelers Companion is \$1,485.00

derell

The Elma Chamber of Commerce would like to appreciate The City for their continued support of the Elma Chamber events.

Respectfully submitted by,

Mandie Mezzell
Assistant Director

Elma Chamber of Commerce



Payment receipt

# You paid \$1,485.00

to Flannery Publications on January 14, 2022

Invoice no.

28022

Invoice amount

\$1,485.00

Total

\$1,485.00

Payment method

MASTERCARD\*\*\*\*9843

Authorization ID

MQ0065892998

Thank you Flannery Publications

pscotmyers@aol.com

Flannery Publications News Group 168 Stauffer Rd Raymond, WA 98577

# Flannery Publications - Invoice

Date	Invoice #
1/13/2022	28022

Please make a note of our new mail address, please do not send payments to the old address

### Weekly Invoice

Elma Chamber of Commerce P.O.Box 798 Elma, WA 98541

Ellia, WA 70341

Due Date	Terms	Rep
1/13/2022	Due on receipt	JanC

We have discountinued mailed invoices. Please provide your billing email address. You can send it in with your payment or email it to flanneryads@yahoo.com

Thank you.

Item	Quantity	Description	Rate	Amount
4050 Discount	1	2022 Traveler's Companion - Full Page Early Bird Discount - 10% - per Mandie Thank you.	1,650.00 -165.00	1,650.00 -165.00

_	The state of the s			CONTRACTOR OF THE PROPERTY OF
			Invoice Total	\$1,485.00
-	Phone #	Fax#	E-mail	Web Site
and desired to the second	360-942-3466	360-942-3487	pscotmyers@aol.com	Hometowndebate.com

## Elma Chamber Travler's Companion Date: 2022 Budget Request - City of Elma Lodging Tax Funds

Description	Budget
Print Advertising	
Travlers Companion ( Flannery Publications)	\$1,330
Grand Total	\$1,330

# Approval Form

Received by City		2921
City Clerk, City of Elma	Date received	Date to Committee
For Hotel Motel Lodging Tax Committee Use O	nly	
RECOMMENDATION TO APPROVAL:	DISAPPROV	AL:
AMOUNT OF FUNDING: \$1,330	DATE:	118/4
(Attach any written recommendations)		
COMMITTEE CHAIR SIGNATURE:		
Approved by Elma City Council		
Date of Meeting Approved:		_
Signed by Mayor: .		
Date of Resolution approved:		
Sign by City Attorney:		
Reimbursement approved by Finance Commit	tee	
Date: Amou	nt:	
Committee signatures (Majority required)		

# Elma Chamber of Commerce

# 2022 Budget Tourism Events and Activities

Descr	iption	Budget
Events		
Winter Wine Festival Friday Market in Elma Elma City Wide Garage S Heat on the Street Car and Street Dance in Elma Haunted Barn Elma Veterans Day Parad	d Motorcycle Show	\$25,900 \$500 \$2,200 \$13,500 \$1,250 \$5,500 \$3,000
Line veterans Day Farad	<del>-</del>	\$5,000
Sub	Total	\$51,850
Advertising and Promotion		
Here and Now - Grays Ha Travler's Companion Elma Brochures/ map upd		\$6,000 \$1,330 \$1,000
Sub 1	otal	\$8,330
Tourism Promotion		
Tourism Plan Coordinators VIC office supplies VIC Conference (registrati Visitor Station Utilities (pho	on and lodging)	\$24,000 \$2,500 \$1,000 \$3,000
Sub	Total	\$30,500
Grand Total		\$90,680



Xpress Bill Pay Client Assessment Document -Adding Additional Biller

City of Elma, WA 1/26/22

650 College Road East Princeton, NJ 08540 T 609,606,3000 F609.606.3266 www.orcc.com

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### **TABLE OF CONTENTS**

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3.5 Biller CSI Setup - Reconciliation Reporting	

#### **CONTACT INFORMATION**

### **SECTION 1. CONTACT INFORMATION**

### 1.1 Client Contact Information

Company Name:

Xpress Bill Pay

Address:

108 South 700 East

Address2:

City, State, ZIP:

American Fork, UT 84033

Customer Service Telephone: 800-768-7295 ext. 1

New Biller to be Add to Lockbox Proper Name: City of Elma, WA

	Primary Business Contact		Primary IT Contact
Name:	Rachel Bond	Name:	Keith Jenkins
Title:	Sales Assistant	Title:	President & CEO
Phone:	800-768-7295 ext. 1960	Phone:	800-768-7295 ext. 1913
Fax:	800-768-7203	Fax:	800-768-7203
Email:	rbond@xpressbillpay.com	Email:	kljenkins@xpressbillpay.com

# Primary Customer Service Contact

Name: Wendi Lee

Title: Sales & Implementation Phone: 800-768-7295 ext. 1928

Fax: 800-768-7203

Email: wlee@xpressbillpay.com

1.2 ORCC Contact Information	With W	
Project Manager		Implementation Manager
Name:	Name:	Neha Shah
Phone:	Phone:	609-606-3355
Fax:	Fax:	609-606-3266
Email:	Email:	nshah@orcc.com

### CLIENT ASSESSMENT DOCUMENT

### **SECTION 2. APPLICATION SERVICES SETTINGS**

2.1 Company/ Divisions	City of Elma, City of Elma WA, Elma, Elma WA, Elma City, Elma City WA, City of Elma Water, Elma City Water, City of Elma WA Water, Elma City WA Water, Elma Water, City of Elma Sewer, Elma City Sewer, City of Elma WA Sewer, Elma WA Sewer, Elma City WA Sewer, Elma Sewer, City of Elma Water and Sewer, Elma City Water and Sewer, City of Elma WA Water and Sewer, Elma WA Water and Sewer, Elma City WA Water and Sewer, Elma Water and Sewer, City of Elma utilities, Elma City Utilities,			
Division Id For Lockbox File	10808			
2.2 Remit Addresses	202 W Mai	n St	Elma, WA	98541
	PO Box 30	05	Elma, WA	98541
2.3 Account Validation				
	What is	the maximum	client billing account	length? 22
	Whatie	the minimum	client hilling account h	enath2 1
	What is the minimum client billing account length? 1			
	Is there a special account number structure? NO			
	Is there a check digit algorithm? NO			
•	Are account numbers numeric or alpha/numeric? ☐ Numeric ☑ Alpha/Numeric			
anastalanta hali 2000kka - Joseph Lot (1	The establishment of the	Transit Transit Windak sayan w	da podrad "nač adviše das tikovije v	error en en ego bij et Ven jalen avstande de Woodaar.
Settlement Informa		124000054		
ABA: DDA:	1	124000054 979096245		
		Xpress Solutions, Inc		
-Account Type:				
Application Informa	ation (For Pi	rinceton eCom	Use Only)	
Biller ID:	And the state of t			
Biller Code:				
3.5 Biller CSI Setup – Reconciliation Reporting	Name: Username:	ADD NEW BIL	LER TO XPRESS BILL	PAY CSI USER

### **CLIENT ASSESSMENT DOCUMENT**

Client Assessment

Additional Comments:	
By signing below the client agrees that the informat substantial changes to the information provided this implementation.	ion attached is correct, if there are any is may affect the dates agreed upon for
CLIENT'S SIGNATURE	DATE
IMPLEMENTATION SIGNATURE	DATE

September 2006



E-mail address

iPay Administrative use only

The information tra

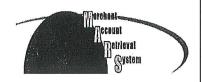
privileged material

by persons or entit

MARS Team:

Rcv'd by \_

801 N. Black Branch Rd Elizabethtown KY 42701 Direct 270-737-0590 Fax 866-489-9989



kljenkins@xpressbillpay.com

MID: \_\_\_

fidential and/or on this information

he sender

### Merchant Account Retrieval System (MARS) Setup Form Xpress Bill Pay Master

Master Biller Contact Information			
	WAR THE TOTAL PROPERTY OF THE TOTAL PROPERTY		
	Contact Information	Technical Contact	
Contact Name	Rachel Bond	Kelth Jenkins	
Telephone Number	800-768-7295 ext. 1960	800-768-7295 ext. 1913	
Fax Number	800-768-7203	800-768-7203	

rbond@xpressbillpay.com

#### Payment Research Number 800-768-7295 ext. 1 **Organization Contact Information** City of Elma, City of Elma WA, Elma, Elma WA, Elma City, Elma Company Name and Aliases City WA, City of Elma Water, Elma City Water, City of Elma WA Water, Elma WA Water, Elma City WA Water, Elma Water, City of Elma Sewer, Elma City Sewer, City of Elma WA Sewer, Elma WA Sewer, Elma City WA Sewer, Elma Sewer, City of Elma Water and Sewer, Elma City Water and Sewer, City of Elma WA Water and Sewer, Elma WA Water and Sewer, Elma City WA Water and Sewer, Elma Water and Sewer, City of Elma utilities, Elma City Utilities, 202 W Main St Elma WA 98541 Remit To Address Other Address' PO Box 3005 Elma WA 98541 Telephone Number 360-482-2212 360-482-4960 Fax Number Wendy Collins Contact Name E-mail address wendy@cityofelma.com Account Number Mask 1-22 Alphanumeric Xpress Bill Pay ID 10808 **Deposit Information** Financial Institution Name Zions Bank 800-768-7295 Phone Number Account Number to be 979096252 Credited Routing Number (ABA) 124000054 Checking X Type of Account Savings Signature Authorized Merchant Representative Date Authorized Merchant Representative



### **Bill Payment Service - Electronic Payment Profile**

### PAYEE AND BANK INFORMATION

	Payee Information	Payee Bank Information
Company Name	City of Elma	Xpress Solutions, Inc.
File Setup Contact Name	Rachel Bond	
Telephone Number	(800)768-7295 ext. 1960	
Fax Number	(800)768-7203	
E-mail Address	rbond@xpressbillpay.com	

### REMIT TO ADDRESS AND ACCOUNT INFORMATION

	Payee Information
Company Name	City of Elma
Company Also Known As (list all known names, abbreviations, and aliases)	City of Elma WA, Elma, Elma WA, Elma City, Elma City WA, City of Elma Water, Elma City Water, City of Elma WA Water, Elma WA Water, Elma City WF Elma Sewer, Elma City Sewer, City of Elma WA Sewer, Elma WA Sewer, Elma City WA Sewer, Elma Sewer, City of Elma Water and Sewer, Elma City Water and Sewer, City of Elma WA Water and Sewer, Elma City Water and Sewer, Elma City WA Water and Sewer, Elma City WA Water and Sewer, Elma City Utilities, Elma City Utilities,
Primary Remit to Address(es)	202 W Main St., Elma, WA 98541
Secondary Remit to Address(es)	PO Box 3005, Elma, WA 98541
Account Number Length	1-22 Alphanumeric
Account Number Format (Edit Patterns) *	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Location of Special Codes (Front or Back of Edit Patterns)	

### **CHECK DIGIT ROUTINE / ALGORITHM**

Standard Mod 10:	<u>NA</u>	
Standard Rev Mod 10:	<u>NA</u>	
If you require a custom a	gorithm, please provide the calculation with this form or include in your file specifications	

### **PAYMENT & FILE SUPPORT CONTACT INFORMATION**

If Payment File is Encrypted Email Delivery Please list Group email address for file delivery (Must be Group Email box, no private accounts allowed, ie. Yahoo, Hotmail)	1. 2. 3.
Payment Research Customer Service Number	800-768-7295 ext. 1 or paymentresearch@xpressbillpay.com
Payment Research Contact Name/Number	Technical Support 800-768-7295 ext. 1
Escalation Customer Service Name/Number	Technical Support 800-768-7295 ext. 1
Technical File Support Name, Number/Email	Keith Jenkins 800-768-7295 ext. 1913
Who to notify when file s will be delayed	Keith Jenkins 800-768-7295 ext. 1913

### **ELECTRONIC PAYMENT INFORMATION**

LEECTRONIC FATMENT INFORMATION			
Required Bank Information for ACH-CIE Credits			
Doubling Transit Number 1240000F4			
Routing Transit Number: <u>124000054</u> Account Number: <u>979096237</u>			
Account Number: 979096257			
Type of Account: DDA X SAV OTHER (check one)			
PAYMENT POSTING DETAIL			
Payment File Pickup Time: 10:30 PM			
Manual or Automated File Pickup?Automated			
Are payments posted same day or next day from file pickup date? Same Day			
What is the latest time you can receive Metavante payment file?			
Can you receive multiple files per day? YES <u>NO</u> If Yes, what times?			
Can payments be posted on Saturday? <u>YES</u> NO			
OTHER INFORMATION			
Please provide any payee-specific information or detail not captured elsewhere: Xpress Bill Pay Customer ID # 10808			
Signatures			
Signature: Date:			
Metavante Corporation			
Mail Code 1515W2			
4900 West Brown Deer Road			
Brown Deer, WI 53223-2422			
Fax: 414-291-8747			
Email: <u>payee.relationship.management@metavante.com</u>			
FOR METAVANTE INTERNAL USE ONLY:			
Date Form Received			
Received Via:			
Date Payee Contacted/Followed Up:			
Date Payee Setup:			
Payee ID			
Payee Relationship Manager:			
Other:			



Purpose: This form should be completed by the Sponsor (Merchant) and submitted to CheckFree prior to contract and/or Implementation.

Any or all of the following Merchant representatives should complete this form:

Remittance/Billing Representative

<ul><li>Accounts Receivable/Customer</li><li>Bill Processing Representative</li></ul>	Database Represe	ntative				
City of Elma GOING THRU XPRESS	BILL PAY					
CONTACT: Wendy Collins		ORGANIZATION ID#:				
POSITION: Clerk		FEIN: 91-6001424				
EMAIL: wendy@cityofelma.com		WEB (IF ANY): https://cityofelma.com/				
PHONE: 360-482-2212			FAX: 360-482-4960			
Remittance Addresses						
202 W Main St			Elma, WA		98541	
PO Box 3005			Elma, WA		98541	
Biller Names (Any name or DBA print		tance c	oupons)			
City of Elma WA Elma, Elma WA						
Elma City Elma City Water	Elma City WA City of Elma WA	10/		City of Elm		
	Elma Water	vvaler		Elma WA Water		
Elma City WA Water		0	-	City of Elma Sewer		
Elma City Sewer	City of Elma WA	Sewer		Elma WA Sewer		
Elma City WA Sewer Elma City Water and Sewer	Elma Sewer City of Elma WA Water and Sewer		and Sawar	City of Elma Water and Sewer Elma WA Water and Sewer		
Elma City WA Water and Sewer	Elma Water and Sewer		ind Sewel	City of Elma utilities		
Elma City Utilities						
Default Remittance Address						
202 W Main St. Elma, WA 98541				98541		
**REVERSALS – CKFR FILE TO XPRESS BILLPA						
Account Number Information	ALC TO THE TOTAL OF THE TOTAL O					
How many characters are in the account number? 1-22 Alphanumeric						
Does anything need to be removed from the account number (e.g. dashes, spaces, etc)? ⊠Yes □No If yes, please explain: Decimals						
Does the account number have logic associated with it to help in identifying products, locations, etc? ⊠Yes ☐No If yes, please explain: Route Numbers						
is the account number clearly and completely visible to the customer on the bill? ⊠Yes □No						
Are there edit or mod checks associated with the account number? ☐Yes ☒No If yes, please attach a copy of the mod calculation.						
Are the account numbers static or do they change frequently? Static If they change, what action can make it change?						
BA-MAT-						

Signature \_\_\_\_\_\_ Date \_\_\_\_\_

# XPress BILL PAY

### **Gateway and Administrative Service Agreement**

This Gateway and Administrative Service Agreement is entered into this	day of,	20, by and
between Xpress Solutions, Inc. ("Xpress") and City of Elma, WA ("Customer"	") upon such terms and	conditions as are
set forth below.		

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 <u>Term and Renewal</u>: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 <u>Software or Hardware</u>: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 <u>Debit Authorization</u>: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 <u>Limits of Xpress Liability</u>: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed

to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 <u>Compliance</u>: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 <u>Termination</u>: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 <u>Governing Law; Attorney' Fees</u>: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 <u>Independent Contractors</u>: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 <u>No Warranty</u>: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 21.0 <u>Waiver</u>: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:	Accepted by:		
Xpress Solutions Inc.	City of Elma, WA		
BY:(Authorized Signature)	BY:(Authorized Signature)		
Keith Jenkins (Print or Type Name)	(Print or Type Name)		
TITLE: President/CEO	TITLE:		
DATE: 1/26/2022	DATE:		

### **EXHIBIT A**

### **FEES**

Initial Configuration Fees	
1. Initial Setup Configuration and Development	\$2,000.00
Online Payment Module	
Auto Pay Module	
Card Swipe Module	
2. Training (One Full Day's Training)	\$500.00
NOTE: You shall reimburse roundtrip airfare and hotel stay.	+ airfare/hotel
3. Gateway Fees:	
Credit Card Processing (per transaction)	\$ 0.39
EFT Online Payments (per transaction)	\$ 0.49
EFT Returned Items	
(Invalid account number or unable to locate account)	\$ 6.00
(NSF or Closed Account)	\$ 12.00
(Customer Stop Payment)	\$ 30.00
Bank Bill Pay (per transaction)	\$ 0.25
Lock Box Service (per transaction)	* \$ 0.48
Integrated Remote Deposit (per transaction)	* \$ 0.36
800 Operator Assisted Payments (per transaction)	\$ 0.95
800 IVR Assisted Payments (per transaction)	\$ 0.95
XBP Deposit Account Withdrawals	
(6 free per month then \$6.25)	
	4
4. Monthly Support & Hosting	\$ 50.00
(\$0.015 per billing statement hosted. Minimum \$50.00)	minimum
5. Monthly Account Keeping Fee	\$19.00

<sup>\*</sup> if service is activated

### **EXHIBIT B**

### OPTIONAL EQUIPMENT LIST PRICE LIST

Car	d	S	W	/Ì	p	е	S

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00
Check Scanners	
Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00
Miscellaneous	
FMC Checkmate Check Jogger	\$ 249.00

<sup>\*</sup> Please note: prices subject to change at any time without further notice.

## **EXHIBIT C**

## **CUSTOMER ACCOUNT INFORMATION**

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account:

City of Elma

Account Type:

Checking

**Routing Number:** 

325170754

Account Number:

210226818

Bank Name:

**Timberland Bank** 

#### **EXHIBIT D**

### **ACCEPTABLE USE POLICY**

### Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at www.xpressbillpay.com/adminPolicy.asp.

## Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

### **Policy**

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

### 1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is
  prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret,
  protective order, contract, or other intellectual property right used without proper authorization. Also
  prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates
  export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity or any other person, or (C) engage in any other activity

Confidential. Protected under trade secret.

(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to
  that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names,
  passwords or access codes to persons not authorized to receive such materials by the operator of the
  system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate
  policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited
  for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company
  or any of the Company's clients or end-users by any means or device. This includes any deliberate or
  other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended
  to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the
  Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that
  is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but
  is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mailbombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory
  action, subject the Company to any liability for any reason, or adversely affect the Company's public
  image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful,
  vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole
  discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of
  identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other
  directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent
  upon each of the Company's Clients to monitor and modify their usage, and that of their users and
  customers, to insure compliance with this Policy generally, and also of this provision specifically.

## 1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

Confidential. Protected under trade secret.

### 1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

## 1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

## 1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

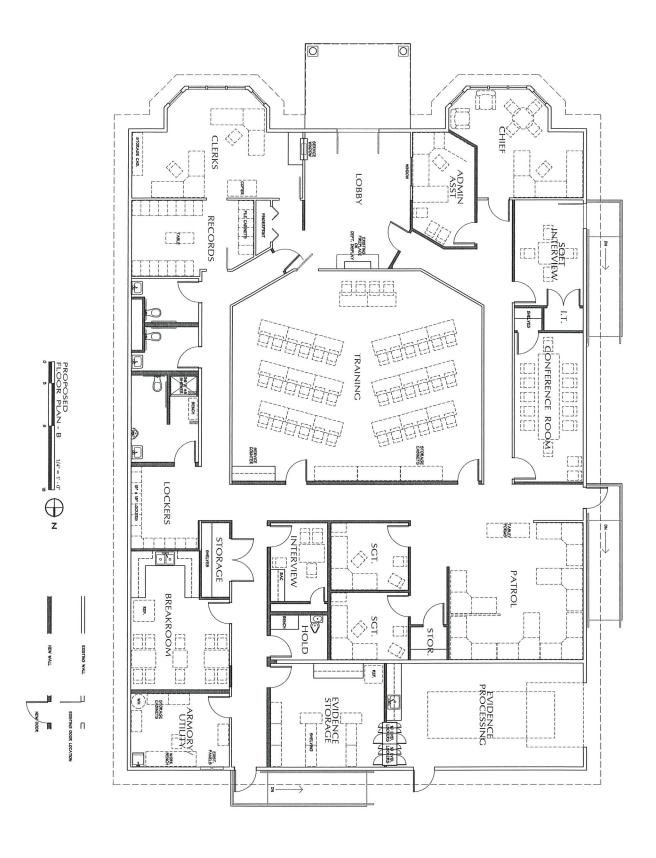
Xpress Solutions, Inc. 108 South 700 East American Fork, UT 84003 800-768-7295 security@xpressbillpay.com

### 1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at www.xpressbillpay.com/copyright.

### 1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.



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Harbor Architects LLC

Harbor Place
343 West Wishkah Street
Aberdeen NA 98520

Proce 3605324980

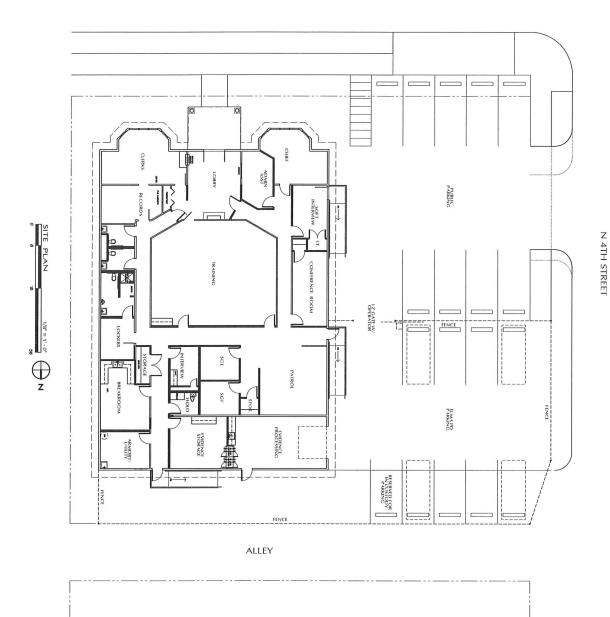
harborarkitest.com

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Police Station Building Remodel

City of Elma Elma, Washington





Harbor Architects LLC

Harbor Place
345 West Wishkah Street
Aberdeen WA 98520

Press 3665320:9900
harborarchitects.com

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Police Station Building Remodel

City of Elma Elma, Washington

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RESOLUTION	NO	

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELMA AUTHORIZING REIMBURSEMENT FOR TRAVEL AND MEALS WHEN CONDUCTING OFFICIAL CITY BUSINESS

### RECITALS:

WHEREAS, City of Elma employees, Mayor, and council members may occasionally need to travel on official City business; and

WHEREAS, in order to assure the property expenditures of public funds, the City Council needs to enact a policy to govern the manner and amount that expenses incurred for such travel will be reimbursed by the City; and

WHEREAS, it is the Council's intent to adopt a "per diem" policy to reimburse City Council members, the Mayor, and employees for bona-fide City related meal expenses incurred while traveling on City business; and

WHEREAS, the Washington Office of Financial Management (OFM) has adopted per diem reimbursement rates for State of Washington employees; and

WHEREAS, the Internal Revenue Service annually adopts a motor vehicle mileage rate that is widely used by government agencies; and

WHEREAS, it is in the best interest of the City to adopt OFM per diem rates and the IRS mileage schedules for City travel cost reimbursement purposes, as these rates may be amended from time to time; and

WHEREAS, the purpose of this Policy is to adopt schedules by reference and to set forth a policy that governs travel reimbursement generally. NOW, THEREFORE, THE ELMA CITY COUNCIL DOES HEREBY RESOLVE to adopt the following travel reimbursement policy:

The Washington Office of Financial Management per diem rates for lodging and meals, and the IRS rates for mileage reimbursement, and updates thereto, are hereby adopted by reference, and shall be used to calculate the amount of reimbursement to council members, the Mayor, and city employees for official city business.

Bona fide travel expenses not covered by OFM or IRS per diem rates will be paid at actual cost, provided they are clearly related to city business and are adequately documented, as determined by the Mayor. Certain items will be reimbursed without documentation, if clearly related to city business and those items normally do not produce documentation, such as parking meter expenses.

No employee may authorize the reimbursement of their own expenses. In the case of a city council member's reimbursement request, or the mayor's reimbursement request, the Council must approve the request. All other expenses may be approved by the Department Head or the Mayor.

In extraordinary circumstances, actual expense may be approved instead of per diem provided a detailed explanation of the situation warranting use of actual expense is submitted with the reimbursement request and adequate documentation of the expense incurred is submitted.

Any request for reimbursement of expenses shall be prepared by the requestor on a travel expense reimbursement form approved by the Mayor, and signed by the requestor, Mayor, or Mayor pro tem, as the case may be. All requests must include a detailed explanation of the items to be reimbursed and a statement that sufficiently describes the City business for which the expense was incurred. Reimbursement requests may not be made until after travel is complete.

PASSED THIS DAY OF FEBRUARY 2022, by the City Council of the City of Elma, and signed in authentication
thereof this day of February 2022.
CITY OF ELMA:
JAMES SORENSEN, Mayor
ATTEST:
Wendy Collins, Clerk-Treasurer
APPROVED AS TO FORM:
Richard L. Hughes, City Attorney

This resolution replaces any other travel expense resolution

or policy previously approved by the City.

# RESOLUTION NO. 599

A RESOLUTION RELATING TO REIMBURSEMENT OF EMPLOYEES AND OFFICIALS; REPEALING RESOLUTION 502 AND ANY OTHER RESOLUTION OR PORTION THEREOF IN CONFLICT HEREWITH, AND DECLARING AN EFFECTIVE DATE.

## RECITALS:

- 1. The City wishes to insure there is a consistent policy in relation to the reimbursement of employees and officials as to expenses incurred during the performance of their official duties. That policy was modified in 2005.
- 2. The City Clerk-treasurer has carried forth a review of the portions of the BARS manuals issued by the Office of the State Auditor which establishes a written protocol of general application. A copy of that manual is on file in the Office of the Clerk-treasurer and is available for review upon request.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE CITY COUNCIL OF THE CITY OF ELMA, THE MAYOR SIGNING IN AUTHENTICATION THEREOF:

 ${
m \underline{SECTION}}$  I: The following shall control the reimbursement of City employees and officials for expenses

RESOLUTION -A- 1 02/27/2014

incurred during the course of the performance of official tasks and duties:

- 1. **MEALS:** City employees and officials may be reimbursed on a per diem basis for meals consumed while conducting official City business as follows:
- (\$51.00), which includes the costs of tax and gratuity. No receipts are required for meals not exceeding per diem rates.
- (b) Employees traveling on City business, but not qualifying for the per diem provision of (a), are entitled to reimbursement for subsistence at the indicated rates, subject to the limitations set forth herein, including those set forth in Section II. The indicated meal period is defined as set out below. Time of departure and arrival must be noted on the travel advance/reimbursement forms to be reimbursed for such meals.
- (1) Breakfast \$15.00 if the employee is in travel status at or before 7 a.m. and continuously until after 9 a.m.
- (2) Lunch \$15.00 if the employee is in travel status continuously between 11 a.m. and 2 p.m.
- (3) Dinner  $\underline{\$21.00}$  if the employee is in travel status at or before 4 p.m. and continuously until 6 p.m. or after.

A person shall be deemed to be in travel status if the individual is present at or traveling to or from an approved function and is at least twenty miles from the city limits,

- (c) If the function the employee is attending provides a meal as a part of the registration or at no charge, the employee will not receive reimbursement for that meal.
  - (d) No expenditures for alcohol shall be reimbursed.
- (e) Time of departure and arrival must be noted on the travel advance/reimbursement forms to be reimbursed for such meals.
- (f) To the extent any reimbursement is sought for meals which exceeds the amount established by (a) and does not fit with the exception set forth by (g), the reimbursement rate for meals while in travel status (away from home for one or more nights) will be the standard meal allowance allowed by the IRS publication governing such matters or the rates allowed pursuant to the BARS manual provisions governing such matters, whichever shall be higher.
- (g) An exception to the fixed rates set forth above shall be allowed for reimbursement of actual restaurant or food service costs, which may include gratuity of up to 15 percent or a rate as fixed by the restaurant for group billings, for extenuating circumstances such as retreats, community organization meetings, or when the employee has no choice over

the price because it is set as part of a meeting agenda. Such exceptions should be approved prior to the expenditure by the department head, but such reimbursement request must have written justification, and receipt(s) submitted in order to be approved.

- (h) When a meal, including continental breakfast, box lunch, or buffet is provided by a conference or airline, the per diem available for use during the remainder of the day is determined by deducting the appropriate meal allowance as determined by the per diem from the total daily per diem allowance.
- (I) Meals for City officials, board members, and staff conducting formal City business, including attendance at meetings of an entity for which the official or staff member is the City's representative, during meal times are specifically authorized.
- (2) <u>MILEAGE</u>: Mileage shall be reimbursed at such level as may by established <u>by the IRS publication governing such</u>

  <u>matters or</u> within the BARS manual or other applicable rule or regulation for employees of the Office of the State Auditor, <u>whichever shall be higher</u>.
- (3) **LODGING:** Lodging must be pre-approved by the Department Head or Mayor. Cost reductions should be considered as much as possible.

1. No lodging will be paid for travel less than 50 miles from Elma or employee's home, whichever is closer, without specific approval of the Mayor.

2. As to the amount to be reimbursed, it shall be limited to such amounts as may be from time-to-time approved, representing the actual housing costs incurred at approved housing facilities.

SECTION II: Meal reimbursement under Section I is not available when:

- The expense of the respective meal is included in a registration fee, airfare, or in any other associated expense;
- 2. Meals are incurred in the normal course of the employee's job, including staff meetings and consultation with subordinates or between employees; or
- 3. The meal occurs within thirty miles of the employee's normal place of work where the employee's normal means of subsistence can be reasonably accommodated, unless attending an all-day training session, unless reimbursement is authorized pursuant to a provision of Section I.

SECTION III: Reimbursement pursuant to the provisions of this resolution shall be subject to compliance with the following conditions:

A: <u>DOCUMENTATION OF TRAINING</u>: Attendance at training, meetings, or other activity carried out in the course of employment with the City and for which expense reimbursement is sought is to be documented by provision to the Department Head or Mayor, as the case may be, of the training schedule or other evidence of attendance and participation satisfactory to the Department Head or Mayor.

B. When required by the provisions of this resolution, receipts for expenses for which reimbursement is sought, including lodging, food, parking, taxis, or other services shall be submitted to the Clerk-treasurer, along with the request for reimbursement.

C. Submission by the employee or elected official seeking the reimbursement of such form as may be provided for such use by the Clerk-treasurer fully completed and with the necessary attachments such form to be in compliance with the requirements sets forth in the BARS manual issued by the State Auditor including the following certification:

"I hereby certify under penalty of perjury that this is
a true and correct claim for necessary expenses
incurred by me and that no payment has been received by
me on account thereof."

SECTION IV: On and after the effective date of this Resolution, the Clerk-Treasurer shall be authorized to issue

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warrants or other evidences of debt upon behalf of the City to agents, employees, officers, and officials of the City for use by those individuals for payment of expenses to be incurred by them in the course of the performance of duties upon behalf of the City, whether by attendance at schools, seminars, conventions, or other approved activities. The issuance shall be upon the terms and conditions established in the following sections of this Resolution.

SECTION V: Prior to the issuance of the payments authorized by Section IV, the activity in question and the individual's attendance at that activity shall have been approved by the individual's Department Head and, when required by policy of the City, the Mayor or the City Council. In the event that the Council, at any time, does not maintain a Warrant Auditing Committee, any reference to or authority granted to that committee under this resolution shall devolve upon the Council as a whole.

SECTION VI: Subsequent to the individual's return, the individual shall immediately submit to the Clerk-Treasurer receipts or other proofs of expenditures made by that individual during the course of that individual's attendance at the event. These items shall be submitted to the department head for review. After this submission, the department head shall either approve

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or disapprove the report and submit the same to the Clerktreasurer for provision to the Mayor and Council.

- A. The department head, Mayor, or Council may request further documentation of any expenditure reported by the individual to have been made within the scope of the authorized activity.
- B. If any expenditure claimed by the individual is disallowed, then the individual shall reimburse the City General Fund, with the reimbursement to be made within seven days of the disallowance: PROVIDED that, in the event the individual does not so reimburse, the monies may be deducted from the individual's next payment, whether salary or otherwise, from the City.
- C. If the claimed expenditures exceed the amount approved in advance, no further monies shall be paid without the approval of the City Council.
- D. If any individual who has submitted an accounting under this Resolution disagrees with the decisions of the department head or Mayor, that individual may appeal the decision to the full City Council. The materials presented to the department head and the Mayor shall be submitted to the full City Council, which shall either affirm, reverse, or modify the decision and the decision of the City Council shall be final.

E. The individuals requesting reimbursement for expenses incurred by them on behalf of the City while attending training programs, conferences, and other functions at the request and direction of the City, but who have not requested advance payment, shall be subject to and follow the same procedure as established herein.

## SECTION VII:

A. If the City receives reimbursement from any source, other than its own funds, for monies disbursed pursuant to the provisions of this Resolution, then to the extent allowed by law, the monies so received shall be credited to the General Fund account to which they were originally charged.

B. If the individual receives reimbursement of monies or other valuable consideration from any source other than the City for expenses incurred in attending the authorized activity, then those shall be disclosed in their entirety in the report required by Section VI and turned over to the City.

SECTION VIII: To the extent that monies advanced are not in fact expended or to the extent that any monies are disapproved as to expenditure pursuant to Section VI.B, they shall be returned to the same fund or account within the City's financial system against which their disbursement was charged. For purposes of interpretation, the following shall control:

**SECTION IX:** Interpretation

A. To the extent that any term requires definition, the definitions utilized by the Office of State Auditor as they may exist from time to time shall control. In the event that the Office of State Auditor has not adopted any definition for a term and the Internal Revenue Service has done so, the definition utilized by the Service shall control.

B. The City will not reimburse for expenditures made for liquor, spouses, guests, or other persons not authorized to receive reimbursement under this policy or State regulations.

SECTION X: Resolution 502 and any resolution or portion thereof in conflict with any provision of this resolution shall be and are hereby repealed.

SECTION XI: This Resolution shall take effect immediately and govern any expenditures for which reimbursement is sought which are made on and after the effective date.

PASSED THIS 3rd DAY OF March,

2014, by the City Council of the City of Elma, and signed in authentication thereof this 3rd day of March,

2014.

CITY OF ELMA:

DAVID OSGOOD, Mayor

ATTEST:

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DIANA EASTON, Clerk-Treasurer

APPROVED AS TO FORM:

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DANIEL O. GLENN, City Attorney

# INTERLOCAL AGREEMENT FOR INFORMATION TECHNOLOGY SUPPORT BETWEEN THE CITY OF MONTESANO AND THE CITY OF ELMA

THIS AGREEMENT is made and entered into by the City of Montesano (hereafter "Montesano"), and the City of Elma (hereafter "Elma").

### RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, Montesano employs various Information Technology staff that provide a wide-range of service and support including, but not limited to, network administration, desktop services, telephone system maintenance, video and security system maintenance, conference room communication systems support and IT project planning; and

WHEREAS, in order to provide required services for its employees and citizens, Elma has an ongoing need for the Information Technology services provided by Montesano staff; and

WHEREAS, the Parties agree it is in their mutual interest for Montesano to provide Information Technology services to Elma for compensation described hereto in Exhibit A.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein and the documents, the parties agree as follows:

## 1. Scope of Information Technology Support Services

A. Montesano will provide the Information Technology support services for Elma's independent network and information technology beginning February 1, 2022 and receive compensation as described in Exhibit A. Information Technology Services as described in Exhibit A shall include but is not limited to remote and onsite Help Desk/Computer Desktop Services, computer moves and installations, infrastructure support and administration (network and server), IT planning, telecommunications support, and video/security system maintenance.

- B. Such services will be provided on an as-needed basis and within the capacity of Montesano to provide such services while maintaining its primary obligation to Montesano.
- 2. <u>No Employer-Employee Situation</u>. The parties agree that there is no employer-employee situation created between the Parties.
- 3. <u>No Separate Legal Entity Created</u>. This Agreement creates no Joint Board and no separate legal entity.
- 4. <u>Payment</u>. Elma agrees to pay Montesano an hourly fee of \$41.50 plus any applicable preapproved travel expenses, payable upon receipt of an invoice provided by Montesano within thirty days of receiving the invoice.
- 5. <u>Duration</u>. This Agreement shall be effective for a period of <u>onefive</u> (15) years and may be renewed for an additional <u>onefive</u> (15)-year period upon written consent of both Parties prior to the expiration of this Agreement, or any extension thereof.



- 6. <u>Termination</u>. Either Party to this Agreement may opt out of the Agreement upon 30 days' written notice to the other Party. The termination notice shall specify the date on which the Agreement shall terminate. Upon termination of this Agreement, Elma shall pay Montesano for services performed up to the date of termination.
  - 7. <u>Indemnification and Hold Harmless.</u> Each Party will protect, defend, indemnify, and hold harmless the other Party, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, including punitive and exemplary damages, legal fees, and costs, arising out of or in any way resulting from the indemnifying Party's acts or omissions, provided such indemnity obligation shall be limited to the indemnifying Party's proportionate share of liability.
    - IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES EACH PARTY'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.
- 8. <u>Treatment of Assets</u>. Title to all software and equipment furnished by Elma shall remain with Elma.
- 9. <u>Access to Records</u>. Each party may, upon prior notification, inspect the records of the other party relating to the performance of this Agreement.

- 10. <u>Public Records Act</u>. The Agreement and all records associated with this Agreement are subject to disclosure under the Washington Public Records Act, RCW 42.56.
- 11. <u>Entire Agreement</u>. This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.
- 12. <u>Filing</u>. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon each party's website or other electronically retrievable public source as required by RCW 39.34.040.
- 13. <u>Notices</u>. Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service.

Montesano: 112 N Main Street Montesano, WA 98563

Elma: 202 W Main Street PO Box 3005 Elma, WA 98541-0487

- 14. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that party drafted the ambiguous language.
- 15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The parties hereby agree that venue for enforcement of this agreement shall be the Superior Court of Grays Harbor County.
- 16. Dispute Resolution. In the event of a dispute between the Parties with respect to this Agreement, the Parties shall first seek resolution through mediation on terms and conditions agreed to in writing or, in the event the Parties do not reach such agreement, through the Washington Arbitration and Mediation Service (WAMS) in Seattle, in accordance with WAMS' applicable rules. If the Parties cannot agree on the selection of a WAMS mediator, a mediator will be assigned by WAMS. Each Party will bear its own costs and fees for mediation, including one half of the medication service provider cost. Mediation shall be required prior to any suit being filed by a Party arising out of this Agreement.
- 17. <u>Attorney's Fees</u>. Each party shall pay the other's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this Agreement.

This Agreement shall take effect on the date of the last authorizing signature affixed hereto.

CITY OF MONTESANO	CITY OF ELMA
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By: Vini Samuel, Mayor	By: Jim Sorensen, Mayor
Dated: 1.25.2022 .	Dated:
Approved as to Form:	Approved as to Form:
S DC	
By: Chris Coker	By: Richard L. Hughes
City Attorney	City Attorney

## **EXHIBIT A**

Montesano will provide standard information technology support services to Elma for the agreed upon charge indicated. Elma shall be responsible for supplying all necessary information technology equipment, software and licensing in consultation with Montesano to better ensure compatibility and support may be achieved.

The services provided shall include:

## I. Help Desk /Computer Desktop Services:

- 1. Remote and onsite Help Support and Service
- 2. Desktop and laptop support
- 3. Virus and malware removal
- 4. User login/authentication support
- 5. Active directory support
- 6. Printer, copier, scanner, fax support
- 7. Support for standard office productivity software such as MS office
- 8. Email client support
- 9. Any other routine technology issue experienced by Elma
- 10. Decommissioning equipment including wiping of drives in preparation for surplus
- 11. Maintain Help Desk support log
- 12. Manage warranty repair claims

## II. Moves, Additions, and Changes:

1. Employee onboarding and off boarding

- 2. Workstation/laptop upgrades
- 3. Workstation/laptop application installation
- 4. Email changes related to mailboxes, distribution groups, public folders, access issues, etc.
- 5. Any other routine move, addition, or change requested
- 6. Other routine technical assistance for customers

# III. Infrastructure Support and Administration (Network and Server):

- 1. Create and manage AD accounts used by Elma
- 2. Anti-Virus software management and updating
- 3. Proactive monitoring and removal of virus, spyware and malware and system cleaning
- 4. Server event log monitoring
- 5. Monitoring for stopped or failed services
- 6. Automated hard disk scans
- 7. Performance Monitoring Including:
  - a. Memory
  - b. Hard Drive
  - c. CPU
- 8. Software install and uninstall monitoring
- 9. Uptime monitoring
- 10. Monitor for drive and RAID failures
- 11. Automated maintenance routines
  - a. Temporary File and Cache Clean Up
  - b. Automated Disk Defragmentation
  - c. Windows Updating
  - d. Monitor Failed Updates
- 12. Monitor virtual and physical instances
- 13. Configure, manage and deploy cloud-based systems and services
- 14. Schedule and perform regular housekeeping of the servers
- 15. Coordinate recovery of hardware/software/operating systems with a known/consistent state after failure
- 16. Network switch administration, configuration, updates, and deployment
- 17. Wireless access point administration, upgrades, and deployments
- 18. Decommissioning equipment in preparation for surplus
- 19. Provide emergency after hours support for enterprise-wide technical issues.
- 20. Provide as-built documentation for new technology systems
- 21. Maintain documented activity log

## IV. Telephone System Maintenance and Potential Upgrades:

1. Perform routine technical assistance for customers

- 2. Perform routine system maintenance and upgrades and involve vendor when necessary.
- 3. Coordinate system upgrades, deployments, decommissioning with Elma approved vendor
- 4. Perform moves, additions, and changes:
  - a. Employee onboarding and off boarding
  - b. Voicemail administration
  - c. Any other routine move, addition, or change requested
- 5. Partner with Elma approved vendor for resolution of major systems issues or customizations.

# V. Video/Security System Maintenance and Potential Upgrades

- 1. Perform routine troubleshooting
- 2. Perform system administration and configuration
- 3. Perform system upgrades, deployments, decommissioning activities
- 4. Coordinate and monitor camera deployments with vendor.

## VI. Conference Room Equipment:

- 1. Perform routine troubleshooting and maintenance on conference room equipment
- 2. Assist in operation of equipment as needed
- 3. Replace hardware as needed
- 4. Install software as needed