



EPHRATA CITY COUNCIL

MAYOR BRUCE REIM MAYOR PRO-TEM WILLIAM COE
KATHLEEN ALLSTOT, SARAH McDONNELL, VALLI MILLARD,
MATT MOORE, TONY MORA, MARK WANKE
CITY ADMINISTRATOR MIKE WARREN

-AGENDA FOR February 3, 2021-

ZOOM VIDEO <https://zoom.us/j/6423977833>

OR

CALL IN PHONE NUMBER 1-253-215-8782, follow prompts

City of Ephrata Meeting ID: [642-397-7833](https://zoom.us/j/6423977833)

7:00 PM

REGULAR SESSION

1. Called to Order
2. Roll Call
3. Pledge of Allegiance
4. Recording of Meeting: **No**
5. Additions or corrections to published Agenda
6. Presentations:

II CONSENT AGENDA

1. Approval of Claim Fund Bills and Checks Issued
2. Approval of Council Minutes: January 20, 2021
3. Approval of Special Event Application:
 - a) Egg Hunt Drive Thru

III STAFF, COMMITTEE, & AGENCY REPORTS

IV CLOSED RECORD DECISIONS (RCW CHAPTERS 36, 42: OPEN PUBLIC INPUT NOT PERMITTED)

BILLS: Wanke, Allstot, Millard

V PUBLIC HEARINGS

VI ORDINANCES & RESOLUTIONS

VII ITEMS FOR COUNCIL CONSIDERATION

VIII ITEMS FOR COUNCIL ACTION

1. Extension of Resolution 20-015 City Hall Closure and Establishing Employee Compensation during COVID-19 Health Crisis
2. Accept contract with Revize for new website

IX CITY ADMINISTRATOR REPORT



CITY COUNCIL MINUTES

January 20, 2021

City Council of the City of Ephrata, Grant County Washington met in regular session on January 20, 2021. The meeting was called to order at 6:45 p.m. by Mayor Bruce Reim and adjourned to executive session to discuss litigation or potential litigation (RCW 42.30.110(1)i) for approximately fifteen minutes. Executive session adjourned, no decisions were made or action taken. Meeting reconvened at 7:00 p.m.

Due to the COVID-19 Pandemic and Governor Inslee's Proclamation 20-28, this meeting is being conducted remotely using the ZOOM video conferencing.

Members Present: Mayor Bruce Reim, Mayor Pro Tem William Coe, Council members Mark Wanke, Matt Moore, Valli Millard, Sarah McDonnell, and Kathleen Allstot

Staff Present: City Administrator Mike Warren, City Attorney Anna Franz, Public Works Director Bill Sangster, Community Development Director Dan Leavitt, Community Relations Director Traci Bennett, Fire Chief Jeremy Burns, Police Chief Kurt Adkinson, and City Clerk/Finance Director Leslie Trachsler

Motion to excuse Council member Mora. (m/s Moore/Allstot) Motion carried.

Pledge of allegiance was said.

This meeting is being recorded. No public signed up to speak.

Agenda: There were no additions or corrections to the agenda.

Presentations: None

Consent Agenda: Motion was made to approve consent agenda. (m/s McDonnell/Millard) Motion carried.

Items on the consent agenda are as follows:

- Claims #92842 through #92871 in the amount of \$84,323.15
- Claims #92872 through #92900 in the amount of \$58,821.09
- Claims #92839 through #92841 in the amount of \$195.61

Manual Claims #86012021, 87012021, 88012021, 89012021 in the amount of \$2,850.13

EFT in the amount of \$24,179.50

Minutes of the January 06, 2021 Council meeting

Special Event Applications: None

Public Hearing: Resolution 21-002 – Six-Year and Twenty-Year Capital Facilities

Plan Update: Mayor Reim opened public hearing at 7:03 p.m. Director Leavitt gave a brief staff report. The Capital Facilities Plan (CFP) is a long-range financial plan of six or more years that allows the City to prioritize public projects and identify funding sources. It does not commit the City to a particular project in a specific year. It does allow flexibility based on need and funding opportunities. The Growth Management Act (GMA) requires jurisdictions planning under the GMA to include a capital facilities element in their Comprehensive Land Use Plan. It is our normal process to update the CFP annually.

Ephrata Planning Commission held a Public Hearing on January 14, 2021 on the CFP and have forwarded to Council their Resolution 21-001 recommending Council approval of an amendment to the Capital Facilities Element of the Ephrata Comprehensive Land Use Plan.

There being no public comment, Mayor Reim closed public hearing at 7:06 p.m.

Resolution 21-001 – Establishing Billing for Abatement of Property: Enforcement Official, Stacy Hooper, advised Council that this is the final step in the abatement of a determined nuisance at 326 7th Ave SW. The City hired a contractor to remove a dead tree and vegetation from this property. This Resolution allows City to bill the property owner for charges incurred and to file a lien against the property if not paid within 30 days.

Motion to accept and approve Resolution 21-001 Establishing Billing for Abatement of Property. (m/s Allstot/Coe) Motion carried.

Resolution 21-002 – Six-Year and Twenty-Year Capital Facilities Plan Update:

Motion to accept and approve Resolution 21-002 – 2021 Update of the Six-Year and Twenty-Year Capital Facilities Plan. (m/s McDonnell/Millard) Council discussion ensued. Motion carried.

Resolution 21-003 – Sale of City property to Public Utility District No. 2 of Grant County: Council Member Coe stepped down.

Director Leavitt gave a brief staff report. The Grant County PUD expressed interest in purchasing 1.6 acres of undeveloped property owned by the City for the future construction of a substation. Property is located off Dodson Road. An independent appraisal of the property was conducted and given a fair-market value of \$10,500.00.

Motion to accept and approve Resolution 21-003 authorizing the sale of City owned property to Public Utility District No. 2 of Grant County. (m/s Allstot/Moore) Motion carried.

Council Member Coe returned.

Report on Unclaimed Property Converted to City Use: Chief Adkinson advised Council that when unclaimed property is converted to departmental or city use that a listing of converted property be submitted to the Mayor/Council for review and retention. Items converted have a value of less than \$100 total.

Status Report on Outstanding Utility Accounts: Director Trachsler updated Council on the status of outstanding utility account balances. It has been 10 months since the temporary suspension of late fees and delay in termination for nonpayment. Since last reported to Council in June, 2020 the total delinquent account balance has increased 129% and stands at just under \$90,000. The number of delinquent accounts has risen from 90 to 223. Of those, the most concerning are the ones over the 90 days past due; 32 accounts representing approximately \$33,000.

Delinquent Notices continue to be sent out on a monthly basis to bring attention to the delinquency and to encourage customers to contact us to begin some type of payment arrangements.

Approve increase of legal fees for Marten Law and Authorize Administration to accept proposed rate increase: Marten Law is the City's legal counsel on the remediation at the Grant County Landfill and are proposing a 5% increase in their hourly rate. The City has insurance coverage for this legal representation which covers approximately 50% of their billings.

Motion to approve increase of legal fees for Marten Law and authorize Administration to accept proposed rate increase. (m/s Moore/Coe) Motion carried.

Reappointment of Jenny Seig and Patti Ferguson to the Parks and Recreation Commission: Mayor Reim advised that two Parks Commission position appointments terminated the end of November, 2020. Both Commissioners have expressed interest in serving an additional term.

Motion to confirm Mayor Reims re-appointment of Jenny Seig and Patti Ferguson to the Parks and Recreation Commission. (m/s Wanke/Millard) Motion carried.

Authorize Amendment #2 for Professional Architectural Services for ERC Re-Roof Project: Administrator Warren advised that this amendment is to the Agreement for Professional Services for Architectural Services for the Community Center and roof repairs for the Library and ERC. This amendment covers work for the ERC Re-Roofing Project and is to provide scope of work, cost estimates, bid specs and determine if asbestos is in roofing. Estimated cost is not to exceed \$8,900 without prior approval.

Motion to approve and accept Amendment #2 to the Professional Services Agreement for Architectural Services and authorize Administration to execute. (m/s McDonnell/Millard) Council discussion ensued. Motion carried.

City Administrator Report: None

There being no further business meeting adjourned at 7:35 p.m.

Bruce Reim, Mayor

ATTEST:

Leslie Trachsler, City Clerk

received

1127312

SPECIAL EVENT PERMIT APPLICATION

City of Ephrata
121 Alder Street SW
Ephrata, WA 98823
(509) 754-4601 ph
(509) 754-0912 fax

PERMIT APPROVED: YES NO

Authorized City Signature: _____ Date: _____

1. Name of Event: Egg Hunt Drive Thru Date(s) of Event: Saturday April 3
2. Setup Start Time/Date: April 3 9AM Event Start Time: 10AM
3. Event End Time: 12pm Clean Up End Time/Date: 12:30 pm
4. Sponsoring Organization: Ephrata Parks and Recreation
5. Event Coordinator/Primary Contact: Traci Bennett
6. Mailing Address: 121 Alder Str. SW
7. Day Phone: 509 494-3066 Cell Phone: _____
8. Email: tbennett@ephrata.org Fax: _____
9. Secondary Contact: Josh Johnson Phone: 509 754-4601
10. Is alcohol being served? YES NO If YES include a copy of the State Liquor Permit.
11. Do you wish to utilize any City property, such as a park? YES NO
If YES, which one(s)? Splash Zone Parking Lot
12. Will this event include Food Vendors of any type? YES NO
If yes, all vendors must apply for a Temporary Food Service Permit with the County Health District. A list of vendors is required to be submitted with the application.
13. Anticipated number of attendees? 200

THE PRIMARY CONTACT MUST LIST A DAY OF EVENT PHONE NUMBER IF NOT LISTED ABOVE.

FOR OFFICE USE ONLY:

Park & Rec.		Code Enforcement	
Community Development		Police	
Fire		Public Works	

STAFF - INITIAL AND DATE UPON APPROVAL OR ATTACH MEMORANDUM WITH CONDITIONS.

PAYMENT AMOUNT: N/A CASH CC CHECK # _____

RECEIVED BY: _____ DATE: _____



DATE: February 03, 2021

ITEM: Items for Council Action

SUMMARY

1. Request to extend Resolution 20-015 – the State continues to be in a state of emergency and shut down due to the COVID-19 pandemic.
2. Contract with Revize for new website – Current website is not performing as we would like. Five companies were reviewed and after careful review Revize was found to fulfill our needs the best.

BUDGET IMPACTS

1. N/A
2. \$10,000

RECOMMENATION

Staff recommends acceptance and approval of all Items.

**ENABLING
ACTIONS**

Motion to Authorize, Confirm, or Approve and Accept All Items.

If you have any questions, concerns, or require additional information; please contact me prior to the meeting.

RESOLUTION NO 20-015

A RESOLUTION REGARDING STAFF SCHEDULES AND
COMPENSATION FOR CERTAIN EMPLOYEES OF THE CITY
OF EPHRATA DURING THE COVID-19 PANDEMIC, AND
OTHER MATTERS RELATING THERETO.

WHEREAS, the Washington Governor has declared a state of emergency in response to new cases of COVID-19, issued a stay at home order, and subsequently established a phased reopening of business and other activities in an effort to contain the coronavirus outbreak under the Washington Governors Proclamation 20-25; and

WHEREAS, the COVID-19 outbreak presents an extreme risk of person-to-person transmission of the virus and public health experts advise the best way to prevent a calamitous explosion of cases is to prevent infected people from coming in close contact with healthy ones; and

WHEREAS, in response to a sharp increase in positive COVID-19 related cases and hospitalizations in October and November 2020, the Washington Governor has issued Proclamation 20-25.8 rolling back the phased reopening; and

WHEREAS, the City has reviewed an Attorney General opinion dated August 2, 2006, in which the Attorney General's Office stated that it is up to individual cities to adopt specific policies regarding payment of employees during times of health crisis, such as pandemic flu; and

WHEREAS, the City Council desires to authorize the Mayor to implement split shifts for City staff to reduce the likelihood of interruptions to city operations in the event that City employees are exposed to COVID-19; and

WHEREAS, the City Council desires to establish a policy whereby regular employees who are ready, willing, and able to work, but for health and safety reasons are precluded from doing so due to social distancing requirements imposed by the State of Washington, Grant County Health District, or City of Ephrata due to risk of contagion, would receive their normal compensation.

NOW THEREFORE, be it resolved by the City Council of the City of Ephrata, Washington, as follows:

Section 1. Declaration of Emergency. The Council finds that an emergency continues to exist due to the COVID-19 pandemic.

Section 2. Purpose. The purpose of this emergency policy is to provide guidance and establish procedures regarding the changes in staff schedules and the use of paid leave and pay for City employees during the COVID-19 state of emergency declaration and any City Closure.

Section 3. Application. This policy shall apply to all regular employees except for employees of the police department.

Section 4. Policy. It is the policy of the City of Ephrata to take all appropriate measures needed to address the COVID-19 Health Emergency and protect public health. Protecting the community and City staff is a priority and this policy establishes guidance on the use of paid leave and pay for City employees. This policy and procedures are meant to augment and amend existing Employment Policies related to leave and employee pay.

Section 5. Alteration of Staff Schedules. Any policy or procedure adopted by the City Council that would prevent or prohibit the Mayor from modifying staff schedules to provide for split shifts to limit exposure of employees to COVID-19 in order to protect the continuity of city operations are hereby temporarily suspended during the COVID-19 emergency.

Section 6. Paid Emergency Administrative Leave. In the event a quarantine of an employee is ordered by State or County Health Officials due to a COVID-19 illness or exposure the employee shall be placed on paid emergency administrative leave for the duration of the ordered quarantine but not to exceed fourteen (14) days. The employee shall only be entitled to paid emergency administrative leave in the event that they have exhausted their Emergency Paid Sick Leave entitlement under the Families First Coronavirus Response Act (FFCRA). The employee shall receive payment of regular wages and benefits during paid emergency administrative leave. Any violation of a quarantine order by the employee shall disqualify the employee's eligibility for paid emergency administrative leave.

Section 7. Use of Sick Leave. Sick leave may be used when an employee is concerned regarding the potential exposure to COVID-19 with the approval of the City Administrator based on the CDC's risk assessment protocols and whether the employee's position is essential to City operation or public safety. Sick leave may also be used to care for a member of the employee's immediate family who has been exposed to COVID-19 where there is a risk to the health of others; or if the school, place of care, or caregiver of an employee's child or immediate family member is closed or unavailable due to the COVID-19 health emergency; or when a quarantine of an immediate family member is ordered by State or County Health Officials due to a COVID-19 illness or exposure.

Section 8. City Closure. A City Closure shall be defined as that period when the Mayor orders all City facilities closed and when the Mayor has directed that employees should not report to work, except for those that are essential for City operations. During a City Closure, all regular employees shall receive payment of regular wages and benefits provided the employee meets all conditions as set forth herein. During a City Closure, employees who are able to reasonably telecommute and are directed to do so by the Mayor, shall coordinate with their supervisor regarding the requirements of telecommuting. During a City Closure, all employees that are not deemed essential for City operations and are not able to reasonably telecommute shall be ready to be recalled to work during their regularly scheduled work hours and shall check in with their supervisor during the City Closure as reasonably required by their supervisor. Employees who are on a planned absence, such as vacation leave and are not recalled back to work will not receive City Closure Pay. A City Closure ordered by the Mayor shall expire within thirty (30) days unless confirmed and extended by the City Council at the next regularly scheduled meeting or special meeting.

Section 9. Effective Date. This Resolution shall be effective upon adoption and shall remain in effect during the Mayor's declaration of emergency for the COVID-19 pandemic unless repealed or amended by the Council.

PASSED by the City Council of the City of Ephrata on this 18th day of November, 2020.



Bruce Reim, Mayor

ATTEST:



Leslie Trachsler, City Clerk/Finance Director

December 16, 2020: Council approved extension to 1-6-2021.
January 6, 2021: Council approved extension to 2-5-2021.



**CITY OF EPHRATA
STAFF REPORT**

To: Mayor and City Council
Mike Warren, City Manager

From: Traci Bennett - Director of Community Services

Date: January 27, 2021

Proceeding Type: Council Action

Subject: Accept contract with Revize for new website

Legislative History:

- | | |
|------------------------|-------------------|
| • First Presentation: | February 3, 2021 |
| • Second Presentation: | n/a |
| • Requested Action: | Motion to approve |
-

Staff Report Summary: It

Discussion/Analysis: Five RFP's were received for website hosting and design. Staff reviewed examples of the top three RFP's. After careful review it was determined that Revize had the best and most affordable product.

Staff Recommendation: Council approve contract with Revize for new City of Ephrata website

Financial Implications: \$10,000

Attachments

A.	Contract with Revize for Web Services Sales Agreement
B.	Supplement to Revize Web Services Sales Agreement

C	
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Legal Review

The following documents are attached and subject to legal review:

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Contracts	Revize Web Services Sales Agreement and Supplement To Revize Web Services Sales Agreement	1/27/2021

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Ephrata, Washington ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 1-11-2021

CLIENT INFORMATION:	REVIZE LLC:
Company Name: <u>City of Ephrata</u>	Revize Software Systems
Company Address: <u>121 Alder Street Southwest</u>	150 Kirts Blvd.
Company City/State/Zip: <u>Ephrata, WA 98823</u>	Troy, MI 48084
Contact Name: <u>Traci Bennet</u>	248-269-9263
Billing Dept. Contact: <u>TBennett@ephrata.org</u>	
CLIENT Website Address: <u>www.ephrata.org</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Project Planning and Analysis, SOW, onetime fee:	\$500.00
1	Phase 2 – Discovery & Design from Scratch, onetime fee: <ul style="list-style-type: none"> 1 mockup with up to 3 rounds of changes Home page template and inner page design and layout. Includes Responsive Web Design 	\$1,000.00
1	Phase 3 & 4 – Revize Template Development, onetime fee: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications 	\$2,100.00
1	Phase 5 (ongoing through go live) – Quality Assurance Testing, onetime fee:	\$600.00
1	Phase 6 – Content Migration up to 400 webpages & documents: <ul style="list-style-type: none"> Site map development and content migration from old website including spell checking and style corrections 	\$1,500.00
1	Phase 7 –Content Editing Training, onetime fee:	\$600.00
1	Phase 8 – Go Live:	Included
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee:	\$2,400.00
1	Grand Total First Year	\$8,700.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 4,500.00	1/31/2021	1/3 rd of Project Costs + Year 1 Annual Hosting & Maintenance
\$ 4,500.00	1/31/2022	1/3 rd of Project Costs + Year 2 Annual Hosting & Maintenance
\$ 4,500.00	1/31/2023	1/3 rd of Project Costs + Year 3 Annual Hosting & Maintenance
\$ 2,400.00	1/31/2024	Year 4 of Annual Hosting & Maintenance

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Revize requires a check for the amount listed above to start this project.
3. Additional content migration, if requested, is available for \$3 per web page or document.
4. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
5. Additional website storage is available at \$500 per year for each additional 10GB website storage.
6. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
7. Both parties must agree in writing to any changes or additions to this Sales Agreement.
8. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
9. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
10. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
11. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
12. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
13. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.

Enterprise Revize CMS License

As part of this agreement Revize Software Systems, LLC. will provide to the CLIENT a full Enterprise Revize CMS Software license. This software is a proprietary software built and maintained by Revize Software Systems LLC. and is intended to allow for the CLIENT to easily update the content of their website. CLIENT agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS during the contract period. In the event that the contract is terminated, for any reason, Revize will provide the latest version of the Revize CMS to the CLIENT provided all payments for the entire length of the contract is fully paid. This system will then have the ability to be hosted and used by the CLIENT as long as they wish. Revize will provide reasonable support in transferring the CMS system to the CLIENT's decided upon hosting architecture.

Products CLIENT Owns Include:

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- Design & Page Content

AGREED TO BY:	CLIENT	REVIZE
Signature of Authorized Person:	_____	_____
Name of Authorized Person:	_____	Thomas Jean
Title of Authorized Person	_____	Project Manager
Date:	_____	_____

Please sign and return to: Thomas@revize.com

Fax 1-866-346-8880

Revize will integrate the following web applications into your website

Citizen's Communication Center Apps

- Notification Center with Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Bill Pay
- RSS Feed

Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup
- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

SUPPLEMENT TO REVIZE WEB SERVICES SALES AGREEMENT

This Supplement amends the terms and conditions of the Revize Web Services Sales Agreement between the City of Ephrata, Washington, as Client, and Revize LLC, aka Revize Software Systems. All provisions that are not amended remain in full force and effect. In the event of any conflict between this Supplement and the Revize Web Services Sales Agreement, the terms of this Supplement control. Any reference to “Agreement” shall include the provisions of this Supplement.

1. **Entire Agreement.** The Revize Web Services Sales Agreement as amended by this Supplement constitute the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
2. **Governing Law and Venue.** The laws of the State of Washington shall govern the validity, construction, and effect of this Agreement. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in Grant County, Washington.
3. **Commencement of Work.** Revize requires receipt of a check in the amount of Four Thousand Five Hundred Dollars (\$4,500.00) prior to commencement of work under this Agreement.
4. **Term and Termination.** This Agreement shall be for a term of forty-eight (48) months from the date of execution by both Parties. Either Party may terminate this agreement by providing written notice thirty (30) days in advance of such termination. In the event of a termination prior to expiration of the term of this Agreement, Revize shall reimburse Client a prorated amount of the annual payment based upon the number of months remaining until the end of the annual period.
5. **Independent Contractor.** Revize shall operate as, and have the status of, an independent contractor and will not be an agent or employee of the Client nor will Revize be entitled to any employee benefits provided by the Client. All of Revize’s activities will be conducted at its own risk and in compliance with all applicable federal, state, and local laws. Revize shall perform services with the level of skill, care, and diligence normally provided by and expected of persons performing services similar to or like those to be performed hereunder. Revize understands that the Client will be relying upon the accuracy, competency, credibility and completeness of the services provided by Revize hereunder and that the Client will be utilizing the results of such services.

6. **Confidential Information.** All Confidential Information and copies thereof are the sole property of the Client, whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine readable documents. All Confidential Information shall be held in strict confidence and Revize shall not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Revize warrants, represents, and covenants that Revize shall not use for the benefit of the Client, or disclose to the Client any trade secret or proprietary information of any third party, including but not limited to those of any present or former employer of Revize.

7. **Safeguarding of Personal Information.** Revize shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information. Revize shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement. Revize shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss. Revize and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Client or as otherwise authorized by law. Revize agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information. Revize shall make the Personal Information available to amend as directed by Client and incorporate any amendments into all the copies maintained by Revize or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and Revize shall retain no copies. If Consultant and Client mutually determine that return or destruction is not feasible, Revize shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws. Revize shall notify Client in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Client. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

8. **Indemnification.** Revize shall defend, indemnify and hold the Client, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of Revize in

performance of this Agreement, except for injuries and damages caused by the sole negligence of the Client. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Revize and the Client, its officers, officials, employees, and volunteers, Revize's liability, including the duty and cost to defend, hereunder shall be only to the extent of Revize's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Revize's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

9. Insurance. Revize shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Revize, its agents, representatives, or employees. Revize's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of Revize to the coverage provided by such insurance, or otherwise limit the Client's recourse to any remedy available at law or in equity.

Revize shall obtain insurance of the types and coverage described below:

- Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors, and personal injury and advertising injury. The Client shall be named as an additional insured under Revize's Commercial General Liability insurance policy with respect to the work performed for the Client using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
- Workers' Compensation coverage as required by the Industrial Insurance laws of the State where Revize's employees are located.
- Technology Errors & Omissions (E&O).
- Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of the Client's confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Client, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date

and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Client data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Client or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

Minimum Amounts of Insurance. Revize shall maintain the following insurance limits:

- Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

Revize's Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Client. Any insurance, self-insurance, or self-insured pool coverage maintained by the Client shall be excess of the Contractor's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII. Revize shall furnish the Client with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. Revize shall provide the Client with written notice of any policy

cancellation within two business days of their receipt of such notice. Failure on the part of Revize to maintain the insurance as required shall constitute a material breach of contract, upon which the Client may, after giving five business days' notice to Revize to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Client on demand, or at the sole discretion of the Client, offset against funds due Revize from the Client. If Revize maintains higher insurance limits than the minimums shown above, the Client shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Revize, irrespective of whether such limits maintained by Revize are greater than those required by this Agreement or whether any certificate of insurance furnished the Client evidences limits of liability lower than those maintained by Revize.

IN WITNESS WHEREOF, the parties have executed this Supplement as of the day and year provided below.

APPROVED - SIGNATURE

APPROVED - SIGNATURE

PRINT NAME

PRINT NAME

TITLE

TITLE

DATE

DATE