

**FIRCREST CITY COUNCIL
REGULAR MEETING AGENDA**

**TUESDAY, JANUARY 14, 2020
7:00 P.M.**

**COUNCIL CHAMBERS
FIRCREST CITY HALL, 115 RAMSDELL STREET**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESIDING OFFICER'S REPORT**
 - A. City Clerk: Suspension of Rules
 - B. City Clerk: Selection of Mayor
 - C. Selection of Mayor Pro-Tempore
 - D. 2020 Council Liaison Assignments
 - E. Community Center and Pool Project
- 5. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

(Please sign the **Public Attendance Roster/Public Hearing Sign-Up Sheet** if you wish to speak during the meeting.)
- 6. COMMITTEE, COMMISSION & LIAISON REPORTS**
 - A. Other reports
- 7. CONSENT CALENDAR**
 - A. Approval of [vouchers](#)/payroll checks
 - B. Approval of minutes: [December 30, 2019 Regular Meeting](#)
 - C. Setting a public hearing on January 28, 2020 to receive comments on a proposed solid waste rate adjustment.
 - D. Setting a special meeting of the City Council on Wednesday, January 22, 2020 and Thursday, January 23, 2020 at 6:00 P.M. at Fircrest City Hall, 115 Ramsdell Street, Fircrest, Washington for the sole purpose of discussing potential changes to the Fircrest municipal code regarding Commercial Mixed Use and Residential-30 zones.
- 8. PUBLIC HEARING 7:15 P.M.**
- 9. UNFINISHED BUSINESS**
- 10. NEW BUSINESS**
 - A. [Resolution: Information Technology Services Agreement](#)
 - B. [Resolution: Extended Technical Support Services Agreement](#)
 - C. [Resolution: Special Services Interlocal Cooperative Agreement](#)
- 11. CITY MANAGER COMMENTS**
 - A. Salary Commission
 - B. [Click! Franchise Transfer](#)
 - C. [Recycling Rate Annual Increase and Surcharge Request](#)
 - D. [Executive Order Regarding Refugee Resettlement](#)
- 12. DEPARTMENT HEAD COMMENTS**
- 13. COUNCILMEMBER COMMENTS**
- 14. EXECUTIVE SESSION**
 - A. Performance of a public employee. RCW 42.30.110(1)(g).
- 15. ADJOURNMENT**

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo	
21033	12/31/2019	12/31/2019	6904	A R C Architects Inc	24,670.32	P#54 Pool And Bathhouse Prof. Engineering Services Through 12/31/19
594 76 63 03	Other Improvements		301 000 594	Park Bond Capi	24,670.32	P#54 Pool And Bathhouse Prof. Engineering Services Through 12/31/19
21034	12/31/2019	12/31/2019	6904	A R C Architects Inc	24,404.16	P#54 Pool And Bathhouse Prof. Engineering Services Through 10/25/19
594 76 63 03	Other Improvements		301 000 594	Park Bond Capi	24,404.16	P#54 Pool And Bathhouse Prof. Engineering Services Through 10/25/19
Total A R C Architects Inc				49,074.48		
21069	12/31/2019	12/31/2019	8866	Adamson Police Products	1,279.00	Glock Conversion Kits (2) And FX 9MM Marking Cartridge
521 22 49 04	CJF Programs		001 000 521	General Fund	1,279.00	Glock Conversion Kits (2) And FX 9MM Marking Cartridge
21025	12/31/2019	12/31/2019	3933	Asphalt Patch System	2,336.03	Patching - 66th / Claremont, 500 Buena Vista, 1140 Claremont
534 50 48 01	Rep & Maint - Water Main		425 000 534	Water Fund (de	741.83	Patching - 1140 Claremont
542 30 48 01	Rep & Maint - Street Maint		101 000 542	City Street Fun	1,594.20	Patching - 66th / Claremont, 500 Buena Vista
21044	12/31/2019	12/31/2019	1090	Avila, John Paul	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572	General Fund	67.00	Library Reimbursement 1 Year
21037	12/31/2019	12/31/2019	5428	Boers, Jeff	973.75	December 2019 Land Use Consulting (10.25 Hrs)
558 60 41 00	Prof Svcs - Planning		001 000 558	General Fund	973.75	12/2019 Land Use (10.25 Hrs)
21045	12/31/2019	12/31/2019	3572	CED	18.29	Sidewalk Light Bulbs - City Hall
518 30 31 04	Oper Sup/CH		001 000 518	General Fund	18.29	Sidewalk Light Bulbs - CH
21031	12/31/2019	12/31/2019	331	Cheesman, John G	1,218.00	SAA# 1746 New Fridge At Public Safety Building
521 22 35 00	Small Tools & Equip - Poli		001 000 521	General Fund	1,218.00	SAA# 1746 New Fridge At Public Safety Building - J. Cheesman Reimbursement
21023	12/31/2019	12/31/2019	3555	Code Publishing Co	111.68	Ordinances 1648 - 1652
511 60 49 03	Codification Costs		001 000 511	General Fund	111.68	Ordinances 1648 - 1652
21047	12/31/2019	12/31/2019	6268	Cole-Parmer Instrument Company	70.99	TISAB Reagent Tablets For Fluoride Testing
534 80 41 00	Water Testing		425 000 534	Water Fund (de	70.99	TISAB Reagent Tablets For Fluoride Testing

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21056	12/31/2019	12/31/2019	8542		Consolidated Supply Co.	1,048.39	P#60 Pool And Bathhouse Parts For Pool Service Line, Returned Meter
594 76 63 03	Other Improvements	301 000 594	Park Bond Capi	1,048.39	P#60 Pool And Bathhouse Parts For Pool Service Line, Returned Meter		
21076	12/31/2019	12/31/2019	8867		Continental Western Corporation	704.23	Rawhide Work Gloves For Regular And Seasonal Crew (36 Pairs)
531 50 20 01	Contract Benefits - Storm	415 000 531	Storm Drain	176.06	Rawhide Work Gloves For Regular And Seasonal Crew (36 Pairs)		
534 10 20 01	Contract Benefits - Wtr Ad	425 000 534	Water Fund (de	176.06	Rawhide Work Gloves For Regular And Seasonal Crew (36 Pairs)		
535 10 20 01	Contract Benefits - Swr Ad	430 000 535	Sewer Fund (de	176.05	Rawhide Work Gloves For Regular And Seasonal Crew (36 Pairs)		
542 30 20 01	Contract Benefits - Street R	101 000 542	City Street Fun	176.06	Rawhide Work Gloves For Regular And Seasonal Crew (36 Pairs)		
21052	12/31/2019	12/31/2019	3573		Copiers Northwest Inc	69.32	Copier Usage December 2019 - Police
521 22 45 00	Oper Rentals - Copier - Pol	001 000 521	General Fund	69.32	Copier Usage 12/2019 - Police		
21058	12/31/2019	12/31/2019	7204		D'Silva, Sahana	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year		
21050	12/31/2019	12/31/2019	3589		Databar Inc	417.43	Separate Town Topics Mailing And Postage December 2019
518 10 49 01	Town Topics/Citizen Comr	001 000 518	General Fund	417.43	Separate TT Mailing & Postage 12/2019		
21059	12/31/2019	12/31/2019	3589		Databar Inc	2,225.59	December 2019 Statement Production And Postage
518 10 49 01	Town Topics/Citizen Comr	001 000 518	General Fund	66.15	Insert TT 12/2019		
531 50 42 01	Postage - Storm	415 000 531	Storm Drain	262.85	UB Postage 12/2019		
531 50 49 06	Mailing Service - Storm	415 000 531	Storm Drain	456.95	UB Mailing 12/2019		
534 10 42 01	Postage - Water	425 000 534	Water Fund (de	262.86	UB Postage 12/2019		
534 10 49 06	Mailing Service - Water	425 000 534	Water Fund (de	456.96	UB Mailing 12/2019		
535 10 42 02	Postage - Sewer	430 000 535	Sewer Fund (de	262.86	UB Postage 12/2019		
535 10 49 05	Mailing Service - Sewer	430 000 535	Sewer Fund (de	456.96	UB Mailing 12/2019		
21120	12/31/2019	12/31/2019	3589		Databar Inc	7,437.60	2020 Calendars, Postage And Mailing
531 50 31 03	NPDES Public Outreach	415 000 531	Storm Drain	7,437.60	2020 Calendars, Postage And Mailing		

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			Total Databar Inc	10,080.62	
21022	12/31/2019	12/31/2019	3612 DrainTech Northwest LLC	547.30	Cleaned City Mainline - 526 Buena Vista
	535 50 48 00	Rep & Maint - Sewer Main	430 000 535 Sewer Fund (de	547.30	Cleaned City Mainline - 526 Buena Vista
21048	12/31/2019	12/31/2019	3636 Ferguson Waterworks, #1539	37.89	Sewer Dye For Locating
	535 50 31 01	Oper Supplies - Sewer Mai	430 000 535 Sewer Fund (de	37.89	Sewer Dye For Locating
21116	12/31/2019	12/31/2019	7230 Galls, LLC - d.b.a. Blumenthal Uniform	1,083.40	Uniform For Chaplain
	521 22 49 01	Uniforms/Clothing/Laundry	001 000 521 General Fund	1,083.40	Uniform For Chaplain
21020	12/31/2019	12/31/2019	6325 GeoEngineers Inc	14,827.75	P#60 Pool And Bathhouse Prof. Services 10/5/19 Through 12/6/19
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	14,827.75	P#60 Pool And Bathhouse Prof. Services 10/5/19 Through 12/6/19
21074	12/31/2019	12/31/2019	3692 Home Depot Credit Services	54.97	#60915D Fuel Treatment
	548 65 48 13	O & M - Storm	501 000 548 Equipment Ren	54.97	#60915D Fuel Treatment
21075	12/31/2019	12/31/2019	3692 Home Depot Credit Services	25.87	Moss Remover For Sidewalks / Parking Lot - City Hall
	518 30 31 04	Oper Sup/CH	001 000 518 General Fund	25.87	Moss Remover For Sidewalks / Parking Lot - City Hall
			Total Home Depot Credit Services	80.84	
21021	12/31/2019	12/31/2019	3751 KPG, PS	154.00	P#57 Alameda Grind & Overlay Prof. Engineering Services Through 12/31/19
	595 10 63 06	Project Eng - Alameda Reg	101 000 594 City Street Fun	154.00	P#57 Alameda Grind & Overlay Prof. Engineering Services Through 12/31/19
21072	12/31/2019	12/31/2019	3776 Lemay Mobile Shredding	74.35	Shredding December 2019 - Court And Finance
	512 50 49 00	Miscellaneous - Court	001 000 512 General Fund	42.15	Shredding 12/2019 - Court
	514 23 49 00	Miscellaneous - Finance	001 000 514 General Fund	32.20	Shredding 12/2019 - Finance
21088	12/31/2019	12/31/2019	3776 Lemay Mobile Shredding	32.20	Shredding December 2019 - Public Works
	531 50 49 00	Miscellaneous - Storm	415 000 531 Storm Drain	10.74	Shredding 12/2019 - PW
	534 10 49 00	Miscellaneous - Water	425 000 534 Water Fund (de	10.73	Shredding 12/2019 - PW
	535 10 49 00	Miscellaneous - Sewer	430 000 535 Sewer Fund (de	10.73	Shredding 12/2019 - PW

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			Total Lemay Mobile Shredding	106.55	
21038	12/31/2019	12/31/2019	8404 Linda Kaye Briggs	339.55	P#55 Capital Campaign December 2019 (2.083 Hrs)
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	339.55	P#55 Capital Campaign December 2019 (2.083 Hrs)
21042	12/31/2019	12/31/2019	318 Maenhout, Sherry L	659.97	SAA# 1747 - 1749 Office Desk Chairs - J. Cheesman, S. Maenhout, S. Byrd
	521 22 35 00	Small Tools & Equip - Poli	001 000 521 General Fund	659.97	SAA# 1747 - 1749 Office Desk Chairs - J. Cheesman, S. Maenhout, S. Byrd
21070	12/31/2019	12/31/2019	7196 Materials Testing & Consulting Inc	3,102.50	P#60 Pool And Bathhouse Materials Testing December 2019
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	3,102.50	P#60 Pool And Bathhouse Materials Testing December 2019
21078	12/31/2019	12/31/2019	3923 Orca Pacific Inc	1,578.93	Chlorine For Pool (390 Gallons)
	576 20 31 01	Pool Supplies-Chemicals	001 000 576 General Fund	1,578.93	Chlorine For Pool (390 Gallons)
21115	12/31/2019	12/31/2019	7586 Orchard Cleaners	62.85	Costume Cleaning For 2019
	521 22 49 01	Uniforms/Clothing/Laundr	001 000 521 General Fund	62.85	Santa Claus, Mrs. Claus & Easter Bunny
21068	12/31/2019	12/31/2019	3958 PC Budget & Finance - Jail	901.85	November 2019 Jail Services
	523 60 40 01	Jail	001 000 523 General Fund	901.85	11/2019 7 Bookings, 6 Daily
21024	12/31/2019	12/31/2019	3957 PC Budget & Finance	219.24	December 2019 Printing Services
	518 10 34 02	Central Office Printing	001 000 518 General Fund	219.24	PW Letterhead & Business Cards - J. Davis
21049	12/31/2019	12/31/2019	4680 Parametrix Engineering	5,733.58	P#60 Pool And Bathhouse Prof. Services Through 11/30/19
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	5,733.58	P#60 Pool And Bathhouse Prof. Services Through 11/30/19
21051	12/31/2019	12/31/2019	4680 Parametrix Engineering	6,030.54	P#60 Pool And Bathhouse Prof. Services Through 11/02/19
	594 76 63 03	Other Improvements	301 000 594 Park Bond Capi	6,030.54	P#60 Pool And Bathhouse Prof. Services Through 11/02/19
			Total Parametrix Engineering	11,764.12	

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21057	12/31/2019	12/31/2019	6962	Price, Gilbert	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
21039	12/31/2019	12/31/2019	4828	Protect Youth Sports	208.95	Background Checks - Youth Basketball Coaches
	518 11 41 00	Prof Svcs - Personnel	001 000 518	General Fund	208.95	Background Checks - Youth Basketball Coaches
21111	12/31/2019	12/31/2019	8403	Schmidtke, Judy A	18.33	Mileage Reimbursement (Nov - Dec 2019)
	571 10 43 00	Travel - Rec	001 000 571	General Fund	18.33	Mileage Reimbursement (Nov - Dec 2019) - J. Schmidtke
21060	12/31/2019	12/31/2019	7790	Semingsen, Jenna	35.00	Refund Of Passport Application Facility Fee (City Error Caused Delay, Applicant Had To Re-Apply)
	341 99 00 00	Passport Fees	001 000 340	General Fund	-35.00	Refund Of Passport Application Facility Fee (City Error Caused Delay, Applicant Had To Re-Apply)
21061	12/31/2019	12/31/2019	6690	Sklar, Gail J.	67.00	Library Reimbursement 1 Year
	572 21 49 00	Library Services	001 000 572	General Fund	67.00	Library Reimbursement 1 Year
21036	12/31/2019	12/31/2019	4690	Sound Inspections	1,111.24	Inspections, Mileage And Calls December 2019
	524 20 41 01	Bldg Inspec/Plan Review	001 000 524	General Fund	1,111.24	12/2019
21040	12/31/2019	12/31/2019	4084	Staples Business Advantage	104.39	Court Supplies
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	104.39	Court Supplies
21041	12/31/2019	12/31/2019	4084	Staples Business Advantage	12.95	Court Supplies
	512 50 31 00	Office & Oper Sup-Court	001 000 512	General Fund	12.95	Court Supplies
			Total Staples Business Advantage		117.34	
21071	12/31/2019	12/31/2019	4090	State Of Washington	785.00	Jan - Dec 2019 State Building Code
	586 10 00 00	Agency Funds - Building	655 000 580	Agency Fund/B	785.00	Jan - Dec 2019 State Building Code
21054	12/31/2019	12/31/2019	4110	Superior Linen Service	157.72	Linen Service 12/05/19 And 12/19/19
	576 80 49 00	Miscellaneous - Parks	001 000 576	General Fund	157.72	Linen Service 12/05/19 & 12/19/19
21053	12/31/2019	12/31/2019	4328	Systems for Public Safety Inc	1,219.82	#AEU1101 LOF, Replaced Rear Brake Pads / Rotors, Replaced All Tires
	548 65 48 08	O & M - Police	501 000 548	Equipment Ren	1,219.82	#AEU1101 LOF, Replaced Rear Brake Pads / Rotors, Replaced All Tires

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21035	12/31/2019	12/31/2019	4120 Tacoma Daily Index	147.81	December 2019 Publications
511 60 41 01	Advertising - Legislative		001 000 511 General Fund	115.15	Ord. Passed 1649 - 1652
518 10 49 00	Miscellaneous - Non-Dept		001 000 518 General Fund	32.66	RFP Land Use Attorney
21043	12/31/2019	12/31/2019	4133 Tacoma Rubber Stamp	22.96	Nameplate For Councilmember Joe Barrentine
511 60 31 00	Office & Oper Sup - Legisl		001 000 511 General Fund	22.96	Nameplate For Councilmember Joe Barrentine
21028	12/31/2019	12/31/2019	5151 Tegco Fence Corporation	2,489.60	Security Fence Repair - High Tank Site
594 34 63 01	Other Improvements Water		426 000 594 Water Improve	2,489.60	Security Fence Repair - High Tank Site
21055	12/31/2019	12/31/2019	5001 Tucci & Sons Inc	412.92	P#60 Pool And Bathhouse Water Service Line Street Repair
594 76 63 03	Other Improvements		301 000 594 Park Bond Capi	412.92	P#60 Pool And Bathhouse Water Service Line Street Repair
21077	12/31/2019	12/31/2019	5934 US Bank, City Hall Account	316.80	City Hall Charges Through 12/31/19
518 81 49 01	Software Licenses		001 000 518 General Fund	316.80	Splashtop Remote Desktop Access For 2020
21079	12/31/2019	12/31/2019	8484 US Bank, Recreation Dept Account	789.71	Rec Charges Through 12/31/19
571 20 49 07	Youth Basketball/Youth Re		001 000 571 General Fund	742.68	Benches
573 90 49 01	Community Events		001 000 573 General Fund	47.03	Lights Of Fircrest Supplies, Monthly Graphics Fee
21046	12/31/2019	12/31/2019	4178 University Place Refuse Inc	341.25	Dump Fees - Street Sweeping December 2019
531 50 47 01	Dumping Fees - Storm		415 000 531 Storm Drain	341.25	Dump Fees - SS 12/2019
21030	12/31/2019	12/31/2019	4180 Utilities Underground	40.04	Locates December 2019
534 10 49 00	Miscellaneous - Water		425 000 534 Water Fund (de	20.02	Locates 12/2019
535 10 49 00	Miscellaneous - Sewer		430 000 535 Sewer Fund (de	20.02	Locates 12/2019
21110	12/31/2019	12/31/2019	327 Walker, Ann Michelle	145.38	Gym Fees Reimbursement (Jan - Dec 2019)
514 23 20 00	Personnel Benefits-Finance		001 000 514 General Fund	145.38	Gym Fees Reimbursement (Jan - Dec 2019) - M. Walker
21073	12/31/2019	12/31/2019	4108 Washington Tractor	410.92	SAA# 1750 Stihl 24" Hedge Trimmer
576 80 35 00	Small Tools & Equip - Parl		001 000 576 General Fund	410.92	SAA# 1750 Stihl 24" Hedge Trimmer
21026	12/31/2019	12/31/2019	4231 Water Mgmt Labs Inc	147.00	Coliform Testing December 2019
534 80 41 00	Water Testing		425 000 534 Water Fund (de	147.00	Coliform 12/2019
21027	12/31/2019	12/31/2019	4231 Water Mgmt Labs Inc	105.00	Fluoride Testing December 2019

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534 80 41 00	Water Testing		425 000 534 Water Fund (de	105.00	Fluoride 12/2019
Total Water Mgmt Labs Inc				252.00	
21032	12/31/2019	12/31/2019	4256		
			Winning Seasons	114.30	Mens Basketball Shirts (8)
571 20 49 08	Adult Basketball		001 000 571 General Fund	114.30	Mens Basketball Shirts (8)
21029	12/31/2019	12/31/2019	5286		
			Winsupply	73.61	P#60 Pool And Bathhouse Water Meter Hookup Pipe
594 76 63 03	Other Improvements		301 000 594 Park Bond Capi	73.61	P#60 Pool And Bathhouse Water Meter Hookup Pipe
Report Total:				111,930.22	

Fund	
001 General Fund	12,624.54
101 City Street Fund	1,924.26
301 Park Bond Capital Fund	80,643.32
415 Storm Drain	8,685.45
425 Water Fund (department)	1,991.45
426 Water Improvement Fund	2,489.60
430 Sewer Fund (department)	1,511.81
501 Equipment Rental Fund	1,274.79
655 Agency Fund/Bdg Permit	785.00

This report has been reviewed by:

REMARKS:

Signature & Title	Date
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21102	01/09/2020	01/14/2020	4297	AWC Drug & Alcohol Consortium	585.00 2020 Drug & Alcohol Consortium Membership Dues (7 Members)
	518 11 41 02	Drug & Alcohol - Personne	001 000 518	General Fund	585.00 2020 Drug & Alcohol Consortium Membership Dues (7 Members)
21107	01/09/2020	01/14/2020	4296	AWC	4,407.00 2020 AWC Membership Fees
	511 60 49 01	A.W.C. Dues	001 000 511	General Fund	4,407.00 2020 AWC Membership Fees
21082	01/08/2020	01/14/2020	7418	Alarm Center Inc	1,147.35 2020 Alarm Monitoring - City Hall, Public Works, Rec
	518 30 48 01	Rep & Maint - Rec Bldg	001 000 518	General Fund	382.45 2020 Alarm Monitoring - Rec
	518 30 48 02	Rep & Maint - City Hall	001 000 518	General Fund	382.45 2020 Alarm Monitoring - CH
	518 30 48 03	Rep & Maint - PW	001 000 518	General Fund	382.45 2020 Alarm Monitoring - PW
20945	12/20/2019	01/14/2020	6811	Alarm Works NW LLC	461.58 2020 Alarm Monitoring Service - Public Safety Building
	518 30 48 04	Rep & Maint - PSB	001 000 518	General Fund	461.58 2020 Alarm Monitoring Service - PSB
21119	01/09/2020	01/14/2020	4707	BIAS Software	10,380.08 2020 BIAS Software Support
	548 65 48 04	O & M - Finance	501 000 548	Equipment Ren	1,972.45 Financial Essentials 2020
	548 65 48 04	O & M - Finance	501 000 548	Equipment Ren	2,107.22 Payroll Essentials 2020
	548 65 48 04	O & M - Finance	501 000 548	Equipment Ren	1,832.79 Cash Receipting Essentials 2020
	548 65 48 09	O & M - Building	501 000 548	Equipment Ren	1,837.69 Building Permits 2020
	548 65 48 13	O & M - Storm	501 000 548	Equipment Ren	876.65 Utilities Essentials 2020
	548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	876.64 Utilities Essentials 2020
	548 65 48 14	O & M - Wtr/Swr	501 000 548	Equipment Ren	876.64 Utilities Essentials 2020
21091	01/09/2020	01/14/2020	4313	Chuckals Inc	42.44 Finance Supplies
	514 23 31 00	Office & Oper Sup-Finance	001 000 514	General Fund	42.44 Finance Supplies
21093	01/09/2020	01/14/2020	4324	City Treasurer-City of Tacoma	56,345.11 Fire / EMS January 2020
	522 20 40 00	Tacoma Contract - Fire	001 000 522	General Fund	28,411.43 Fire 01/2020
	522 20 41 00	Tacoma Contract - EMS	001 000 522	General Fund	27,933.68 EMS 01/2020
21113	01/09/2020	01/14/2020	4322	City of Tacoma Washington	9,518.45 Power - Various Locations December 2019
	518 30 47 00	Public Utility Services - Ci	001 000 518	General Fund	866.95 Time/Temp Sign, City Hall 12/2019
	534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	64.04 Surface Water 12/2019
	534 80 47 01	Utility Services/Pumping	425 000 534	Water Fund (de	4,643.54 High/Low, Wells #6, 7, 8 & 9, GC Tank, Weathervane 12/2019
	535 80 47 01	Utility Services/Pumping	430 000 535	Sewer Fund (de	2,194.17 Pump #3, Drake St L/S, Pump #1, W Creek L/S, Commons L/S, Alameda L/S 12/2019

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542 30 47 03	Electricity/Traffic Lights		101 000 542 City Street Fun	98.77	40th / Alameda, 400 Alameda, 300 & 600 Regents 12/2019
542 63 47 00	Electricity/Street Lights		101 000 542 City Street Fun	13.22	5200 Emerson 12/2019
548 65 47 00	Utilities ShopGarage		501 000 548 Equipment Ren	24.27	F&E Garage 12/2019
576 80 47 00	Public Utility Services - Pa		001 000 576 General Fund	1,613.49	Rec Center And Pavilion, Tot Lot, Whittier Lights & Irrigation 12/2019
21089	01/09/2020	01/14/2020	7918	140.00	Spanish Interpreting 2 Hrs
512 50 41 03	Prof Srvs - Interpreter		001 000 512 General Fund	140.00	Spanish Interpreting 2 Hrs (9Z1164272)
21066	01/08/2020	01/14/2020	7703	287.00	05-02130.2 - 1029 CRESTWOOD LANE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-70.47	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-75.56	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-140.97	
21086	01/08/2020	01/14/2020	4603	250.00	2020 DMCJA Membership - Judge Miller
512 50 49 02	Dues,Memberships,Subscri		001 000 512 General Fund	250.00	2020 DMCJA Membership - Judge Miller
21096	01/09/2020	01/14/2020	3585	150.00	2020 DMCMA Membership - K. Perry
512 50 49 02	Dues,Memberships,Subscri		001 000 512 General Fund	150.00	2020 DMCMA Membership - K. Perry
21099	01/09/2020	01/14/2020	3627	700.00	2020 Membership Dues
534 10 49 03	Dues,Member,Sub - Water		425 000 534 Water Fund (de	700.00	2020 Membership Dues
21067	01/08/2020	01/14/2020	1678	85.82	03-00400.0 - 1221 ARONDALE DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-35.99	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-58.89	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	9.06	
21109	01/09/2020	01/14/2020	3638	1,287.78	Golf Tank Land Rental January 2020
534 10 45 01	Land Rental/Water Tank		425 000 534 Water Fund (de	1,287.78	Golf Tank Land Rental 01/2020
21098	01/09/2020	01/14/2020	2696	59.00	Library Reimbursement 1 Year (Old Rate, Received From Resident In 2020)
572 21 49 00	Library Services		001 000 572 General Fund	59.00	Library Reimbursement 1 Year (Old Rate, Received From Resident In 2020)
21092	01/09/2020	01/14/2020	6774	1,868.30	Tree Pruning Along San Juan And Ramsdell
542 80 48 00	Street Tree Maintenance (c		101 000 542 City Street Fun	1,868.30	Tree Pruning Along San Juan And Ramsdell
21094	01/09/2020	01/14/2020	6774	4,326.49	Monthly Landscape Service January 2020

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518 30 41 01	Contract Maintenance		001 000 518 General Fund	3,201.60	Monthly Landscape Service 01/2020
542 80 49 03	Beautification Services (co		101 000 542 City Street Fun	1,124.89	Monthly Landscape Service 01/2020
Total Greenleaf Landscaping 1 Inc				6,194.79	
21103	01/09/2020	01/14/2020	132 Hess, Jody	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement 1 Year
21085	01/08/2020	01/14/2020	7893 ICMA Membership Payments	963.64	2020 Annual Membership - City Manager S. Pingel
513 10 49 02	Dues,Memberships,Subscri		001 000 513 General Fund	963.64	2020 Annual Membership - City Manager S. Pingel
21083	01/08/2020	01/14/2020	3735 Judicial Conference Registrar, Financial Services	60.00	Caseflow & Workflow Management Conference - K . Perry
512 50 49 01	Reg & Tuition - Court		001 000 512 General Fund	60.00	Caseflow & Workflow Management Conference - K . Perry
21097	01/09/2020	01/14/2020	8773 Kassel & Associates, Inc.	290,428.73	P#60 Pool And Bathhouse Progress Through 12/31/19
594 76 62 03	Buildings & Structures		301 000 594 Park Bond Capi	290,428.73	P#60 Pool And Bathhouse Progress Through 12/31/19
21114	01/09/2020	01/14/2020	8869 Mooring Tech, Inc.	21,425.00	Toughbook Computers For Police Officers (9)
594 21 64 00	Machinery & Equipment -]		001 000 521 General Fund	11,225.00	Toughbook Computers For Police Officers (9)
594 48 64 08	Police - ERR Capital		501 000 548 Equipment Ren	10,200.00	Toughbook Computers For Police Officers (9)
21063	01/08/2020	01/14/2020	8515 Nunn, Maizey	183.09	05-02250.3 - 1025 BROADVIEW DR
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-40.78	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-43.73	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-98.58	
21087	01/08/2020	01/14/2020	7916 Orante, Raymond-John	67.00	Library Reimbursement 1 Year
572 21 49 00	Library Services		001 000 572 General Fund	67.00	Library Reimbursement 1 Year
20930	12/19/2019	01/14/2020	8626 Pacific Office Automation Inc	120.83	January 2020 Postage Meter Rental
518 10 42 01	Postage - Non-Dept		001 000 518 General Fund	120.83	01/2020 Postage Meter Rental
21062	01/08/2020	01/14/2020	8240 Pettis, Beatrice	12.63	07-00190.1 - 1560 TWINBERRY AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340 Storm Drain	-2.81	
343 40 00 00	Sale Of Water		425 000 340 Water Fund (de	-3.02	
343 50 00 00	Sewer Revenues		430 000 340 Sewer Fund (de	-6.80	

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
21106	01/09/2020	01/14/2020	3972	Planning Association Of Washington	75.00 2020 PAW Membership Dues - A. Stahlnecker
524 20 49 00	Dues,Memberships,Subscri		001 000 524	General Fund	37.50 2020 PAW Membership Dues - A. Stahlnecker
558 60 49 02	Dues,Memberships,Subscri		001 000 558	General Fund	37.50 2020 PAW Membership Dues - A. Stahlnecker
21108	01/09/2020	01/14/2020	5710	Rainier Connect, Mashell Telecom	106.95 Internet Access Fee January 2020
518 81 42 00	Communication - I/S		001 000 518	General Fund	106.95 Internet 01/2020
21065	01/08/2020	01/14/2020	1034	Rhoades, Caridad	91.10 01-00290.2 - 353 HARVARD AVE
343 10 00 00	Storm Drain Fees & Charge		415 000 340	Storm Drain	-23.16
343 40 00 00	Sale Of Water		425 000 340	Water Fund (de	-22.11
343 50 00 00	Sewer Revenues		430 000 340	Sewer Fund (de	-45.83
21090	01/09/2020	01/14/2020	4035	Sarco Supply	188.24 Janitorial Supplies - City Hall
518 30 31 04	Oper Sup/CH		001 000 518	General Fund	188.24 Janitorial Supplies - CH
21117	01/09/2020	01/14/2020	6088	Sentinel Pest Control Inc	192.33 Pest Control - Public Works January 2020
531 50 48 00	Rep & Maint - Storm		415 000 531	Storm Drain	48.08 Pest Control - PW 01/2020
534 50 48 01	Rep & Maint - Water Main		425 000 534	Water Fund (de	48.08 Pest Control - PW 01/2020
535 50 48 00	Rep & Maint - Sewer Main		430 000 535	Sewer Fund (de	48.08 Pest Control - PW 01/2020
542 30 48 01	Rep & Maint - Street Maint		101 000 542	City Street Fun	48.09 Pest Control - PW 01/2020
21118	01/09/2020	01/14/2020	6088	Sentinel Pest Control Inc	109.90 Pest Control - Rec Center January 2020
518 30 48 01	Rep & Maint - Rec Bldg		001 000 518	General Fund	109.90 Pest Control - Rec 01/2020
			Total Sentinel Pest Control Inc		302.23
21100	01/09/2020	01/14/2020	5304	South Sound 911	29,730.00 1st Quarter 2020 Services
521 22 41 02	Dispatching - Lesa		001 000 521	General Fund	21,292.50 1st Qtr 2020
521 22 41 04	Records		001 000 521	General Fund	1,760.00 1st Qtr 2020
521 22 41 05	IT Charges		001 000 521	General Fund	6,677.50 1st Qtr 2020
21064	01/08/2020	01/14/2020	7931	Starr, Kimber	20.70 04-02670.1 - 1025 FIR PARK LANE
343 10 00 00	Storm Drain Fees & Charge		415 000 340	Storm Drain	-4.61
343 40 00 00	Sale Of Water		425 000 340	Water Fund (de	-4.94
343 50 00 00	Sewer Revenues		430 000 340	Sewer Fund (de	-11.15
21101	01/09/2020	01/14/2020	4139	Tapco Visa Card	315.00 2020 WCMA Membership Dues - S. Pingel
513 10 49 02	Dues,Memberships,Subscri		001 000 513	General Fund	315.00 2020 WCMA Membership Dues - S. Pingel
21084	01/08/2020	01/14/2020	6749	Tri-Tec Communications Inc	439.60 Mitel Software Assurance 12/16/2019 - 12/15/2020

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Accts Pay #	Received	Date Due	Vendor	Amount	Memo
518 81 49 01	Software Licenses		001 000 518 General Fund	439.60	Mitel Software Assurance 12/16/2019 - 12/15/2020
21095	01/09/2020	01/14/2020	4179		Unum Life Insurance Company of America
521 22 20 02	LEOFF I Long Term Care]		001 000 521 General Fund	46.80	Retired Benefits January 2020
521 22 20 02	LEOFF I Long Term Care]		001 000 521 General Fund	46.80	Police 0220603-011 01/2020
21105	01/09/2020	01/14/2020	4206		WABO
524 20 49 00	Dues,Memberships,Subscri		001 000 524 General Fund	140.00	2020 WABO Membership Fees - A. Stahlnecker, F. Mellas
524 20 49 00	Dues,Memberships,Subscri		001 000 524 General Fund	70.00	2020 WABO Membership Fees - A. Stahlnecker, F. Mellas
558 60 49 02	Dues,Memberships,Subscri		001 000 558 General Fund	70.00	2020 WABO Membership Fees - A. Stahlnecker, F. Mellas
21112	01/09/2020	01/14/2020	3645		WEX BANK, Wright Express FSC
548 65 31 05	Non-Dept Gas		501 000 548 Equipment Ren	2,221.47	Gas / Fuel December 2019
548 65 31 08	Police Gas		501 000 548 Equipment Ren	24.06	CH 12/2019
548 65 31 11	Parks/Rec Gas		501 000 548 Equipment Ren	1,231.25	Police 12/2019
548 65 31 12	Street Gas		501 000 548 Equipment Ren	242.56	Parks 12/2019
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	367.94	Street 12/2019
548 65 31 14	Wtr/Swr Gas		501 000 548 Equipment Ren	355.66	W / S 12/2019
21081	01/08/2020	01/14/2020	4214		WFOA
514 23 49 03	Dues,Memberships,Subscri		001 000 514 General Fund	225.00	2020 WFOA Membership - C. Corcoran, L. Davis, M. Walker
514 23 49 03	Dues,Memberships,Subscri		001 000 514 General Fund	225.00	2020 WFOA Membership - C. Corcoran, L. Davis, M. Walker
21080	01/08/2020	01/14/2020	6884		WPTA
514 23 49 03	Dues,Memberships,Subscri		001 000 514 General Fund	120.00	2020 WPTA Membership - C. Corcoran, L. Davis, M. Walker
514 23 49 03	Dues,Memberships,Subscri		001 000 514 General Fund	120.00	2020 WPTA Membership - C. Corcoran, L. Davis, M. Walker
21104	01/09/2020	01/14/2020	5778		Wakefield, Jerry A
531 50 49 05	Dues,Member,Sub - Storm		415 000 531 Storm Drain	116.00	2020 Prof. Engineer License Renewal - J. Wakefield
534 10 49 03	Dues,Member,Sub - Water		425 000 534 Water Fund (de	29.00	2020 Prof. Engineer License Renewal - J. Wakefield
535 10 49 02	Dues,Member,Sub - Sewer		430 000 535 Sewer Fund (de	29.00	2020 Prof. Engineer License Renewal - J. Wakefield
542 30 49 03	Dues,Member,Sub - Street		101 000 542 City Street Fun	29.00	2020 Prof. Engineer License Renewal - J. Wakefield

Report Total: 439,507.41

Fund	
001 General Fund	113,269.48
101 City Street Fund	3,182.27

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			301 Park Bond Capital Fund	290,428.73	
			415 Storm Drain	254.90	
			425 Water Fund (department)	6,980.69	
			430 Sewer Fund (department)	2,565.52	
			501 Equipment Rental Fund	22,825.82	

This report has been reviewed by:

REMARKS:

Signature & Title

Date

CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

Mayor Hunter T. George called the regular meeting to order at 7:00 P.M. and led the Pledge of Allegiance. Councilmembers David M. Viafore, Shannon Reynolds, Brett Wittner, Denny Waltier, Blake Surina, and Jamie Nixon were present.

PRESIDING OFFICER’S REPORT

George brought attention to a scrivener’s error to the numbering of the recent approval of resolutions, stating resolution number 1634 was used twice (PCRC appointments at the 12/10/19 meeting and Department of Commerce grant at the 12/16/19 meeting). George indicated that the following resolutions will be renumbered administratively:

- 2020 PCRC Appointments would remain as Resolution No. 1634.
- Department of Commerce Planning Interagency Agreement resolution would be renumbered from Resolution No. 1634 to 1635.
- Form-Based Code Consulting Services Contract resolution would be renumbered from Resolution No. 1635 to 1636.
- Personnel Policies and Procedures Manual Update resolution would be renumbered from Resolution No. 1636 to 1637.

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

George invited public comment; none were provided.

COMMITTEE, COMMISSION, AND LIAISON REPORTS

There were none.

CONSENT CALENDAR

George requested the City Clerk read the Consent Calendar: approval of Voucher No. 214089 through Voucher Check No. 214718 in the amount of \$951,620.44; approval of Payroll Check No. 13791 through Payroll Check No. 13796 in the amount of \$104,799.28; approval of the November 26, 2019 Regular Meeting minutes; approval of the December 10, 2019 Regular Meeting minutes; and approval of the December 16, 2019 Study Session minutes. **Reynolds MOVED to approve the Consent Calendar as read; seconded by Wittner. The Motion Carried (7-0).**

PUBLIC HEARING

None scheduled.

UNFINISHED BUSINESS

There was none.

NEW BUSINESS

A. Resolution of Appreciation: Councilmember Blake Surina

Pingel briefed the Council on the proposed resolution of appreciation to recognize and thank Councilmember Blake Surina for his contributions and commitment to the community. George read the resolution into the record. **Reynolds MOVED to adopt Resolution No. 1638, expressing appreciation for outstanding public service to Blake Surina as councilmember; seconded by Waltier.** George invited councilmember comment; Waltier, Viafore, Nixon, Wittner, and George commented on their appreciation of Surina’s contributions and passion for the community. George invited public comment; Police Chief Cheesman commented on the

impact Surina’s life has had on people and thanked him for his contributions to the Police Department. Surina thanked the City Council, staff, and volunteers for their contributions, and requested Council to continue building trust with the community. **The Motion Carried (7-0).**

CITY MANAGER COMMENTS

Pingel reported that the form based code design charettes would begin on the January 21, 2020 Council Study Session and continue on January 22-23, 2020 as public meetings.

DEPARTMENT HEAD COMMENTS

There were none.

COUNCILMEMBER COMMENTS

- Viafore expressed his condolences to the Santelli family on the recent passing of long time Fircrest resident Dorothy Santelli.
- Reynolds commented on her new addition to the family.
- Wittner congratulated Reynolds on the new addition to her family and wished all a happy new year.
- Waltier commented on his appreciation of the staff.
- Nixon congratulated Reynolds on the new addition to her family and thanked Surina for his public service.
- George thanked the Fircrest Police Department for their efforts to assist in patrols so that Pierce County Sheriff deputies could attend Pierce County Deputy Cooper Dyson’s memorial service. George thanked the Council and wished all a happy new year.

EXECUTIVE SESSION

None scheduled.

ADJOURNMENT

Reynolds MOVED to adjourn the meeting at 4:18 P.M., seconded by Nixon. The Motion Carried (7-0).

Hunter T. George, Mayor

Jessica Nappi, City Clerk

**NEW BUSINESS: Information Technology Services Agreement
ITEM 10A.****FROM: Scott Pingel, City Manager**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute an agreement with Right! Systems, Inc. to provide information technology services to the City of Fircrest.

PROPOSAL: The Council is being asked to adopt a resolution allowing the City Manager to execute an agreement with Right Systems, Inc. to provide information technology services to the City of Fircrest.**FISCAL IMPACT:** The contract with Right Systems, Inc. is for \$3,350 per month or \$40,200 annually. Included in the contract price beyond technical support is the cost Office 365 subscriptions, which includes Outlook. There will also be a cost of \$58,163 for needed upgrades (mostly hardware). While the upgrade cost will require a budget adjustment for the capital, the monthly service cost does not affect the operating budget as it will replace costs already budgeted for. The \$58,163 hardware upgrade is a one-time cost.**ADVANTAGE:** A managed services contract provides the resources of a full service I.T. company at a similar operating cost to the 10 hour per week Information Services Manager we had previously. It also allows us to address increased I.T. needs, demands and security.**DISADVANTAGES:** The main disadvantage is the cost for needed hardware upgrades.**ALTERNATIVES:** Do not approve the recommended contract and pursue a different approach for the City's I.T. needs.**HISTORY:** Over the last several months, City staff have been looking at the City's information technology needs. We have had two IT companies come and scan the City's IT systems and infrastructure. We have had particular concerns over cybersecurity with the various attacks on all levels of government. Each company was able to provide good insight about the state of our system and how to improve it and make it more secure. Each also provided a proposal after they had a chance to get to know our system better. A request for proposals was issued in November 2019 and three proposals were received from Right System, Inc, Brightwire Networks, and Fuse Networks. City staff scored Right! Systems, Inc. the highest due to their cost/cost structure as well as their experience in the public sector and with local governments. Right! Systems, Inc. presented to the City Council their proposal at the December 16, 2019 Study Session. The City Council asked several great questions during the presentation. At that point, there were no concerns from the Council in bringing an agreement recommendation to the January 14, 2020 City Council meeting.**ATTACHMENTS:** [Resolution Agreement](#)
[References](#)
[Agency List](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH RIGHT! SYSTEMS, INC. TO PROVIDE
INFORMATION TECHNOLOGY MANAGED SERVICES TO THE CITY
OF FIRCREST.**

WHEREAS, the City of Fircrest is in need of information technology managed services; and

WHEREAS, Right! Systems, Inc. will provide these services, including consulting, integration, procurement, and customer support services; and Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute the agreement with Right! Systems, Inc. to provide information technology managed services to the City of Fircrest.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 14th day of January 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**CITY OF FIRCREST
PROFESSIONAL SERVICES AGREEMENT
INFORMATION TECHNOLOGY SERVICES**

1. DATE AND PARTIES

THIS AGREEMENT, for reference purposes only, is dated the ____ day of _____, 2020 and entered into by and between the City of Fircrest, a political subdivision of the State of Washington and hereinafter referred to as the “City” and Right Systems, Inc, hereinafter referred to as “Consultant” in consideration of the mutual benefits, terms and conditions hereinafter specified.

2. PROJECT DESIGNATION

The Consultant is retained by the City to perform Information Technology services as the City’s primary information technology service provider.

3. SCOPE OF SERVICES

The Consultant agrees to perform in a good and professional manner the tasks described in Exhibit A, Managed Services Proposal, attached hereto and incorporated herein by this reference. The Consultant agrees to perform the services including the provision of all labor, materials, equipment and supplies as identified in Exhibit A. The Consultant shall perform the services as an independent contractor and shall not be deemed, by virtue of this Agreement and the performance thereof, to have entered into any partnership, joint venture, employment or other relationship with the City.

4. ASSIGNMENT

The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

5. NON-WAIVER

Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provisions.

6. TERMS OF AGREEMENT

Notwithstanding, the date of execution hereof, this Agreement shall be in effect _____, 2020 to December 31, 2023, and may be renewed yearly, or as agreed, thereafter. Either party may terminate this Agreement upon thirty (30) day’s written notice to the other party.

7. PAYMENT

Upon receipt of an invoice from the Consultant, progress payments may be made on a monthly basis for work completed. Each invoice shall itemize the work performed.

8. TRAVEL AND EXPENSE

In the event that Consultant is required or requested to travel during any service engagement, it is expected and agreed upon that Customer will reimburse Consultant for necessary travel expenses per current IRS rates where applicable. All expenses for reimbursement will be documented and provided to City. These expenses may include, airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

9. PERFORMANCE AND STANDARDS

Consultant shall perform its work to conform to generally accepted professional standards. Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Consultant shall, without additional compensation, correct or reverse any errors or omissions in such work.

10. HOLD HARMLESS, DEFENSE, AND INDEMNITY

With the exception of the sole negligence of the City, its employees, or elected officials, the Consultant shall protect, defend, indemnify, and hold harmless the City of Fircrest, its employees, directors, officers, and Councilmembers from any and all claims, demands, losses, actions, and liabilities to or by any person or entity arising out of all work, injuries, or property damage pursuant to this agreement, buildings, parking, grounds, or other property of any kind. This agreement includes both Personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.

11. INSURANCE

Consultant will obtain and maintain in force at least the following minimum insurance coverage covering all activity under this agreement, and as to which the City shall be named as primary non-contributory additional insured on the Liability insurance:

- a. Workman’s Compensation Coverage Statutory
- b. Commercial General Liability \$1,000,000/\$2,000,000 aggregate
- c. Comprehensive Automobile Liability \$1,000,000 per accident
- d. \$100,000 Employee Fidelity coverage that extends to the City and City employee property.

Per Fircrest Municipal Code 9.90.140, a certificate of insurance showing the foregoing will be submitted to the City for approval 14 days before work commences.

The minimum limits above do not limit the contractor’s liability to the City or public.

12. CONSULTANT’S REPRESENTATIONS

The Consultant hereby represents that it has all necessary licenses and certifications to perform the services provided for herein, and is qualified to perform such services.

13. NO HIRE

During the course of this Agreement and for a period of twelve (12) months following the conclusion of this Agreement, neither party shall directly or indirectly hire, solicit, or encourage employees or contractors of the other party to leave employment in an effort to gain employment with the other party.

14. COMPLIANCE WITH LAWS

The Consultant shall be duly licensed and shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments. Per Fircrest Municipal Code 5.04.020, Consultant agrees to obtain a City of Fircrest business license prior to performing any work pursuant to this Agreement.

15. TERMINATION

If the Consultant violates any of the covenants undertaken herein, or any of the duties imposed upon it by the Agreement, this Agreement may be terminated by either party immediately with cause, and without cause upon thirty (30) days' written notice, served to the other party by certified mail. In such case, Consultant shall be compensated by the City for all worked performed to the date of termination.

16. VENUE STIPULATION

This Agreement has been and shall be considered as having been made and delivered within the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in Pierce County Superior Court, Tacoma, Washington.

17. STATUS OF CONSULTANT

Neither the Consultant nor personnel employed by the Consultant shall acquire any rights or status in City employment, nor shall they be deemed employees or agents of the City for any purpose. Consultant shall be deemed an independent Contractor and shall be responsible in full for payment of its employees, including prevailing wages, worker's compensation, insurance, payroll deductions, and all related costs.

18. COMPLIANCE WITH CITY POLICY

The Consultant shall comply with approved City policies concerning the administration of City-owned property, and the provisions of the policy shall have the same force and effect as provisions of this agreement to the extent not inconsistent herewith.

19. TAXES

Consultant shall comply with federal, state, and local tax laws, Social Security Acts, Unemployment Compensation and Workers Compensation Acts in so far as applicable to the performance of this Agreement.

20. DAMAGE BY VANDALISM OR ACTS OF GOD

It is understood and agreed that the Consultant shall not be responsible or required to repair, at the sole cost and expense of the Consultant, any major damage or destruction caused by acts of vandalism or acts of GOD and did not result from the negligent acts or omissions of the Contractor or the Consultant's agents.

21. SAFETY REQUIREMENT

All work performed under the terms of this agreement shall be performed in such a manner as to provide maximum safety to the public and employees of the City of Fircrest.

22. NON-DISCRIMINATION

The Consultant agrees not to discriminate against any customer, employee, or applicant for employment, subcontractor, supplier or materialman, because of gender, sexual orientation, race, color, creed, religion, national origin, marital status, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this

Agreement may be terminated by the City and that the Consultant may be barred from performing any service for the City now or in the future.

23. SEVERABLE PROVISIONS

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

24. INTEGRATED AGREEMENT

This agreement, together with attachments or addenda, represents the entire and integrated agreement between the representations, or agreements, written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

DATED this _____ day of _____, 2020

CITY OF FIRCREST

CONSULTANT

By: _____
Scott Pingel, City Manager

By: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk



Proposal for Managed Services

Prepared for:

City of Fircrest

January 8, 2020

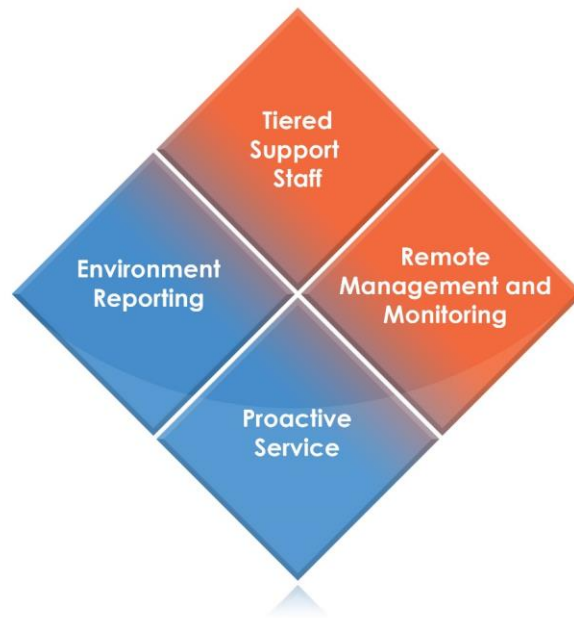
EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership.

Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

The goal of RSI's Managed Services is to free your IT professionals from burning countless hours putting out fires, troubleshooting issues, and supporting your environment. Offload the day to day maintenance of your technology stack and empower your team to engage in continual improvement.

The RSI Support Diamond



Tiered Support Staff:

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need-right when they need it.

Remote Management and Monitoring

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer, with absolutely no agents to install on your servers. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved for a year, allowing us to look at trends, and forecast possible outages in the future.

Environment Reporting

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

Proactive Service

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

Scope of Offering

The following section defines the activities, services levels and procedures associated with the Managed Service offering for City of Fircrest.

Supported Devices/ Users	
Cloud-Based Servers, Desktops, & Infrastructure	Y
Network Devices (Route/Switch/APs)	12
End Users	33

Services	
Proactive Management	8am-5pm, Monday-Friday
24x7x365 monitoring & critical issue support	Y
Monthly Reporting	Y
Technology Business Reviews	Y

	Service
Onboarding	<ul style="list-style-type: none"> RSI will review environment, setup alerting functionality, and including remote monitoring and management as appropriate. RSI will deliver a 1-page contact document, and review process for reaching RSI during and after business hours.

	Support
<p>Standard Operating Procedure</p>	<ul style="list-style-type: none"> • Tickets are defined as issues and problems that are user-impacting and not administrative in nature. • Tickets can be initiated via email or phone, from technical contacts previously designated by the customer. • Tickets will be addressed by severity. • Tickets may be auto-generated from the RSI monitoring and management solution. • Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity. • Tickets determined not to be related to the managed technologies will be sent back to City of Fircrest. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement. • Proactive Change Management. As determined by RSI, with schedule and approval coordinated by City of Fircrest, RSI may perform changes necessary to maintain the appropriate level of service in the environment. • Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures. • It is understood that any services requested by City of Fircrest that fall outside of the terms of this agreement will be quoted and billed as separate services. • City of Fircrest grants RSI authorization to view any data within the regular routine of the repair and support of the environment. City of Fircrest also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.

				RESPONSE TIME	ESCALATION	
MANAGED SERVICE SLAS	8:00 am - 5:00 pm	P1	Service not available. (all users affected)	Critical	15 minutes	30 minutes
		P2	Significant Degradation of service (large number of users affected)	High	15 minutes	1 hour
		P3	Limited degradation of service	Medium	15 minutes	1 day
		P4	small service degradation (business process can continue)	Low	15 minutes	2 days
		P5	Reserved for special requests / changes	No SLA	~	~
				RESPONSE TIME	ESCALATION	
MANAGED SERVICE SLAS	After Hours, Weekends, Federal Holidays	P1	Service not available. (all users affected)	Critical	1 hour	1 hour
		P2	Significant Degradation of service (large number of users affected)	High	1 hour	2 hours
		P3	Limited degradation of service	Medium	1 hour	2 days
		P4	Small service degradation (business process can continue)	Low	1 hour	3 days
		P5	Reserved for special requests / changes	No SLA	~	~

Support	
Ticket Priority Levels	<ul style="list-style-type: none"> • <u>Priority level 1</u> tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable). • <u>Priority level 2</u> tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected). • <u>Priority level 3</u> means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue). • <u>Priority level 4</u> classifies a small service degradation (business process can continue, one user affected). • <u>Priority level 5</u> is reserved for requests for change to the existing environment. • <u>Hardware failure resolution time will be dependent on vendor hardware warranty status and terms.</u> • <u>Customer-led changes in the environment that lead to service tickets may result in additional charges</u>

	Support
<p>Support Tiers</p>	<p>TIER 0 – Customer Technical Contacts</p> <ul style="list-style-type: none"> All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally. <p>TIER 1 – RSI Support Services</p> <ul style="list-style-type: none"> All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 2 – RSI Support Services</p> <ul style="list-style-type: none"> Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 3 – RSI Project Services / Subject Matter Experts</p> <ul style="list-style-type: none"> Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3rd party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).

	Support
Service Escalation Procedure	<p>Origin of Issue</p> <ol style="list-style-type: none"> 1. Support Request is received 2. Ticket is created 3. Issue is identified 4. Issue is qualified to determine if it can be resolved through TIER 1 support <p>If issue can be resolved through TIER 1</p> <ol style="list-style-type: none"> 5. Issue is worked to successful resolution 6. Issue is verified to be resolved 7. Ticket is marked complete and customer notified <p>If issue cannot be resolved through TIER 1</p> <ol style="list-style-type: none"> 8. Issue is escalated to TIER 2 9. Issue is qualified to determine if it can be resolved through TIER 2 support <p>If issue can be resolved through TIER 2</p> <ol style="list-style-type: none"> 10. Issue is worked to successful resolution 11. Issue is verified to be resolved 12. Ticket is marked complete and customer notified <p>If issue cannot be resolved through TIER 2</p> <ol style="list-style-type: none"> 13. Issue is escalated to TIER 3 <p>If issue can be resolved through TIER 3</p> <ol style="list-style-type: none"> 14. Issue is worked to successful resolution 15. Issue is verified to be resolved 16. Ticket is marked complete and customer notified

Out of Scope Technologies and Services

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

This agreement includes the subscription costs associated with hosted exchange licenses through Office 365 for the city of Fircrest Police Department. This agreement does not cover the troubleshooting of any hardware or software owned and operated by the city of Fircrest Police Department.

Agreement Pricing and Conditions

The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed, and shall remain in force for a period of three (3) years, to be reviewed at the customer’s request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by City of Fircrest and RSI in advance.

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
Managed Services	36 Months	3,350.00

Upon receipt of this signed agreement, RSI will issue an invoice for the first month’s coverage as defined by the start date outlined above. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day’s prior written notice of its intent not to renew.

Cloud Usage Services: Prices billed for a service or item based on City of Fircrest consumption or usage, rather than a fixed price for a specified service, item, or period of time. City of Fircrest is required to pay for the services or items used in Azure (“usage-based services”). Usage-based services include, but are not limited to, Virtual Servers (per Virtual Server), Virtual CPU’s (per virtual CPU), Memory (RAM, per GB), Storage (per GB), and data ingress/egress.

TERMS AND CONDITIONS

1. PURPOSE AND MEANING OF SIGNATURES

Customer and RSI signatures on this document indicates that Customer and RSI agree that the Terms and Conditions contained herein apply to any subsequent Statement of Work. In the event of any conflict between the Terms and Conditions set forth in this Master Services Agreement, and any terms set forth in any subsequent Purchase Agreement, the terms of this Master Services Agreement shall control, unless the Parties clearly indicate in writing their intent to amend these Terms and Conditions.

2. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this Agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of Customer against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors.

Customer Warranties. Customer represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

3. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and Customer mutually agree to a progressive invoicing schedule on a weekly or bi-weekly basis. If Customer requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. Customer shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If Customer fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by Customer to RSI. In addition, failure of Customer to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of Services by RSI, and will be sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve Customer from paying past undisputed due fees plus interest and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys' fees, court costs and collection agency fees.

Taxes. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from Customer, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

4. TRAVEL AND EXPENSE

In the event that the Consultant is required or requested to travel during any service engagement, it is expected and agreed upon that the Customer will reimburse the Consultant for necessary travel expenses per current IRS rates where applicable. In the event that RSI is required or requested to travel during any service engagement, it is expected and agreed upon that the Customer will reimburse RSI for any necessary travel expenses. All expenses for reimbursement will be documented and provided to Customer. These expenses may include airfare, rental car, parking, ground transportation, tolls, travel time, meals, and lodging.

5. NO HIRE

During the course of this Agreement and for a period of twelve months following the conclusion of this Agreement, Customer shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with Customer.

6. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers (“Confidential Information”). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

7. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of Customer. As between Customer and RSI, Customer information shall remain the sole and exclusive property of Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Customer hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Customer information as necessary to render Services to Customer under this Agreement.

Proprietary Rights of RSI. All materials, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes used by RSI to provide the Services to Customer, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively “RSI Materials”) shall remain the sole and exclusive property of RSI or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to RSI all rights, title and interest which Customer may have in and to the RSI Materials. Customer acknowledges and agrees that RSI is in the business of providing professional services, and that RSI shall have the right to provide to third parties’ services which are the same or similar to the RSI, and to use or otherwise exploit any RSI Materials in providing such services.

8. INDEMNIFICATION

Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys’ fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party’s representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party’s negligence or willful misconduct; or (iii) hereunder results or arises from a party’s violation of the law or any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.

Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party’s written consent, which shall not be unreasonably withheld.

9. LIMITATION OF LIABILITY

Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft, or destruction of, Customer data files, programs, or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to Customer for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by Customer under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

10. INSURANCE

At all times during the term of this Agreement, RSI shall, at its own expense, maintain with an insurance company or companies authorized to do business in the state where the work is to be performed, or through a funded or state approved self-insurance program, insurance coverage of the kind and in the minimum amounts listed below:

- i. Workers Compensation and Employer's Liability Insurance with limits not less than the statutory requirements of applicable state and federal law. All personnel employed by third parties performing services on behalf of Customer shall be covered by workers compensation insurance.
- ii. Comprehensive General Liability Insurance, including contractual liability, with minimum limits of liability for injury, death, or property damage of \$2,000,000.00 combined single limit per occurrence.
- iii. Automobile Liability Insurance covering owned, hired, and non-owned vehicles used by Provider, with minimum limits of liability for injury, death, or property damage of \$1,000,000.00 combined single limit per occurrence.

RSI's initial compliance with this requirement shall be evidenced by the Certificate of Insurance issued by RSI's insurers to Customer every year, which when submitted to Customer shall be deemed to be incorporated herein. The amount of insurance required in this Section may be satisfied by the purchase of separate Primary and Umbrella (or Excess) Liability policies which, when combined together, provide the total limits of insurance specified.

Upon advance written notice, RSI shall provide additional amounts or kinds of insurance as may reasonably be deemed necessary by Customer from time to time in response to the ongoing nature of operations and changes in exposure to loss, but only to the extent the insurance is commercially available, and provided Customer pays the cost of said coverage.

The above-required insurance shall be maintained by RSI during the term of this Contract and shall not be canceled by RSI without thirty (30) days advance written notice to Customer. RSI agrees to have its insurance carrier furnish Customer a certificate or certificates evidencing insurance coverage in accordance with the requirements of this Agreement, if applicable.

11. TERMINATION AND RENEWAL

It is understood that the quoted monthly payment amount consists of both a service and equipment component. In the event that RSI fails to meet the contracted SLA for service, and fails to remedy the deficiency within 30 days, City of Fircrest may terminate the RSI service component of the agreement upon 30 days written notice. Regardless of reason for termination, City of Fircrest is unconditionally obligated to pay all amounts due and remaining for the equipment component through the entirety of the Agreement.

RSI may terminate the service component of this Agreement at any time and for any reason by providing thirty (30) day written notice of termination to City of Fircrest.

Termination and Payment. This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew. Notification of intent not to renew by City of Fircrest will include timely return of equipment to a location designated by RSI at the conclusion of this Agreement. If equipment is not immediately available for use by another without the need for repair, City of Fircrest will reimburse RSI for all repair and expense for return. City of Fircrest cannot pay off this Agreement or return equipment prior to the end date without prior authorization from RSI. Upon any termination or expiration of this Agreement, Customer shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

12. MISCELLANEOUS

Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between Customer and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of any services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as independent contractors and not employees or agents of Customer.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify Customer as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by Customer, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of laws' provisions, and Customer and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in Pierce County, and Customer and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

Waiver. The waiver or failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to Customer warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Customer indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

AGREEMENT

The signatures below indicate that Right! Systems, Inc. and City of Fircrest agree to all of the terms and conditions detailed in this Proposal; and, if a City of Fircrest Purchase Order number is required for invoicing by Right! Systems, Inc., City of Fircrest agrees to provide Purchase Order number and/or copy of Purchase Order with signed Proposal.

This Proposal is valid for 30 days from January 8, 2020.

City of Fircrest	Right! Systems, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:

Please sign and email this entire document to managed@rightsys.com



Right! Systems, Inc.
 2600 Willamette Dr. NE
 Suite C
 Lacey, WA 98516
 Phone: 800-571-1717

QUOTE	
Date	01/08/20
Quote #	RSIQ47346-04
SalesRep	Sean Padget
	800-571-1717
Prepared By	Dennis Baranick
	208-287-0491
Customer Contact	Scott Pingel
	(253) 564-8901
	spingel@cityoffircrest.net

Customer
 City of Fircrest
 Scott Pingel (253) 564-8901
 115 Ramsdell St.
 Fircrest, WA 98466
 United States

Bill To
 City of Fircrest
 Scott Pingel
 115 Ramsdell St.
 Fircrest, WA 98466
 United States

Ship To
 City of Fircrest
 Scott Pingel
 115 Ramsdell St.
 Fircrest, WA 98466
 United States

Terms: Net 30 Days	Ship Via: Ground
Special Instructions:	Description: MSP Project

#	Description	Part #	Qty	Unit Price	Ext. Price
1	Meraki Networking				
2	Cisco Meraki Cloud Managed MS250-48FP - Switch - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x SFP+ - desktop, rack-mountable - PoE+ (740 W)	MS250-48FP-HW	2	\$5,895.00	\$11,790.00
3	Cisco Meraki Enterprise - Subscription license (3 years) + 3 Years Enterprise Support - 1 switch	LIC-MS250-48FP-3YR	2	\$649.00	\$1,298.00
4	Cisco Meraki MX68 - Security appliance - 10 ports - GigE - desktop	MX68-HW	3	\$575.00	\$1,725.00
5	Cisco Meraki Advanced Security - Subscription license (3 years) + 3 Years Enterprise Support - 1 security appliance - hosted - for Cisco Meraki MX68	LIC-MX68-SEC-3YR	3	\$849.00	\$2,547.00
6	Cisco Meraki MR42 Cloud Managed - Wireless access point - 802.11ac Wave 2 - Wi-Fi - Dual Band	MR42-HW	7	\$625.00	\$4,375.00
7	Cisco Meraki Enterprise Cloud Controller - Subscription license (3 years) - 1 access point - hosted	LIC-ENT-3YR	7	\$175.00	\$1,225.00
8	HPE ProLiant Server				
9	HPE ProLiant DL360 Gen10 Performance - Server - rack-mountable - 1U - 2-way - 1 x Xeon Silver 4208 / 2.1 GHz - RAM 16 GB - SATA/SAS - hot-swap 2.5" - no HDD - GigE - Smart Array P408i-a - monitor: none	P03630-B21	1	\$1,895.00	\$1,895.00
10	Intel Xeon Silver 4208 - 2.1 GHz - 8-core - 16 threads - 11 MB cache - LGA3647 Socket - for ProLiant DL360 Gen10	P02571-B21	1	\$560.00	\$560.00
11	HPE SmartMemory - DDR4 - 32 GB - DIMM 288-pin - 2933 MHz / PC4-23400 - CL21 - 1.2 V - registered - ECC	P00924-B21	4	\$225.00	\$900.00
12	HPE Enterprise - Hard drive - 1.8 TB - hot-swap - 2.5" SFF - SAS 12Gb/s - 10000 rpm - with HPE SmartDrive carrier	872481-B21	5	\$352.00	\$1,760.00
13	HPE - Power supply - hot-plug / redundant (plug-in module) - Flex Slot - 80 PLUS Platinum - AC 100-240 V - 500 Watt - 563 VA	865408-B21	1	\$209.00	\$209.00
14	HPE Foundation Care Next Business Day Service - Extended service agreement - parts and labor - 3 years - on-site - 9x5 - response time: NBD - for ProLiant DL360 Gen10	H8QD9E	1	\$575.00	\$575.00
15	APC Smart-UPS X 1000VA Rack/Tower LCD - UPS (rack-mountable / external) - AC 120 V - 800 Watt - 1000 VA - USB - output connectors: 8 - 2U - black	SMX1000	1	\$649.00	\$649.00
16	Microsoft Windows Server Licensing				
17	Microsoft Windows Server 2019 Standard - License - 16 cores - local, Microsoft Qualified - OLP: Government - English	9EM-00678	2	\$799.00	\$1,598.00

#	Description	Part #	Qty	Unit Price	Ext. Price
18	Microsoft Windows Server 2019 - License - 1 user CAL - local - OLP: Government - English	R18-05794	42	\$27.00	\$1,134.00
19	Synology Storage				
20	Synology DiskStation DS1618+ SAN/NAS Storage System - Intel Atom C3538 Quad-core (4 Core) 2.10 GHz - 6 x HDD Supported - 6 x SSD Supported - 4 GB RAM DDR4 SDRAM - Serial ATA Controller - RAID Supported 0, 1, 5, 6, 10, Basic, Hybrid RAID, JBOD - 6 x Total Bays - 6 x 2.5"/3.5" Bay - 1 x Total Slot(s) - Gigabit Ethernet - eSATA - 3 USB Port(s) - 3 USB 3.0 Port(s) - Network (RJ-45) - DiskStation Manager - iSCSI, NFS, Kerberos, CIFS, AFP, FTP, DLNA	DS1618+	1	\$799.00	\$799.00
21	Synology 4GB DDR4 SDRAM Memory Module - 4 GB - DDR4 SDRAM - DS1618+	D4NESO-2400-4G	1	\$89.00	\$89.00
22	WD Gold WD4003FRYZ 4 TB Hard Drive - 3.5" Internal - SATA (SATA/600) - Server, Storage System Device Supported - 7200rpm - 256 MB Buffer - 5 Year Warranty HDD 3.5IN	WD4003FRYZ	6	\$165.00	\$990.00
23	Veeam Backup Software				
24	Veeam Backup Essentials Enterprise for VMware or Hyper-V - License + 1 Year Production Support - 2 sockets	V-ESSENT-VS-PP000-00	1	\$1,985.00	\$1,985.00
25	Veeam 2 additional years of Production (24/7) maintenance prepaid for Veeam Backup Essentials Enterprise 2 socket bundle for VMware (includes first years 24/7 uplift) - 12 x 5 - Maintenance - Electronic Service	V-ESSENT-VS-P02PP-00	1	\$1,060.00	\$1,060.00
26	Cabling				
27	UTP Cabling Project	Cabling	1	\$3,000.00	\$3,000.00
28	RSI Professional Services - Managed Services				
29	Right! Systems Inc. Professional Installation Services	ENGR-RSI-SERVICES	1	\$18,000.00	\$18,000.00
				Sub Total	\$58,163.00

Authorized Signature	Title	Date
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By signing and dating the above referenced quote, customer authorizes purchase and agrees to Right! Systems terms and conditions.

Terms and Conditions

Right! Systems Inc. Standard Terms and Conditions apply. Terms are N30 OAC. Applicable sales tax and freight are excluded and will be calculated at the time of shipping unless specifically requested. Pricing is valid until the end of each month and pricing may be subject to change. All returns are subject to authorization and will be subject to a 15% restocking fee. A copy of our standard Terms and Conditions may be requested by contacting 1-800-571-1717.

EXPERIENCE AND REFERENCES

Tumwater Veterinary Hospital

7020 Littlerock Rd. SW, Tumwater, WA 98512

Gregg F. Bennett, DVM, Owner/President

Ali Crane, Manager

alicranetvhmanager@gmail.com

(360)-338-3405

Scope: \$3800 monthly Managed Services

Right! Systems has supported Tumwater Veterinary Hospital for over 6 years, and has moved them from traditional reactive support to a proactive support model during this tenure, upgrading systems to meet the standards Right! Systems has set for its Managed Services Practice (MSP).

Testimonial:

....TVH grew so rapidly we went from 13 to 43 employees within 4 years - as we grew our need for more PCs grew, upgrading and the need for technical assistance increased. It was at this point that RSI was able to offer us a package deal on both products and services. Our relationship with RSI has provided us with a team of individuals we can rely on and has been economically sound in that our own staff has minimal worries or little involvement with challenges that occur with computer systems and software in a practice that continues to grow. RSI and its team have far surpassed any other IT technicians TVH had used in the past. We had mediocre service from the small independent contractors and my practice manager who had worked with other IT firms prior to joining TVH has affirmed that RSI far surpasses any group she had worked with both in reliability, technical and professional acumen and in pricing of services.

Going to the proactive support model was one of the best decisions we have made in regard to vendor support. RSI is on top of problems and oversees all the big and small intricacies and challenges that happen on a day to day basis as well as working with us to plan ahead on items we need or may need to address in the future.

I would highly recommend their proactive support model and their services in general.

Gregg Bennett, DVM
Owner & President
Tumwater Veterinary Hospital



AuroraLASIK

8050 Freedom Lane NE, Lacey, WA 98516

Nicole Ivie, Clinic Director

nicolei@auroralasik.com

(360)214-5010

Scope: \$1452 monthly Managed Services, \$16K product and project services

Right! Systems has managed the IT environment at AuroraLASIK for over a year, and has solved many longstanding issues, while bringing stability to their business from a technology perspective. Replacement of network components and addition of monitoring and management tools were initial enhancements. AuroraLASIK is a single location with 12 users.

Testimonial:

We constantly struggled with a lack of communication with our previous IT team. There was a very reactive approach to our system with "if it breaks we will try to fix it" mentality. As a director, I was having to constantly ask for updates on many outstanding projects, where deadlines were never kept nor status reports given. I was having to be the middle man in between our vendors which was extremely in-efficient for my team and not the best use of my time. Our previous IT team didn't have the resources or knowledge to work with our vendors on our behalf.

Switching to Right! Systems has been extremely refreshing to help coordinate all our IT concerns. They are very proactive and always looking for ways to keep us looking into the future and addressing issues before they arise. The communication is very thorough and consistent along with many updates on outstanding tickets. I am relieved to have them coordinate with all our vendors to help eliminate the time myself and staff is on the phone problem solving. We couldn't be happier with our experience thus far.

What we like most is the amazing level of service we receive and how pleasant everyone is to work with. They are like a part of the family now.

Nicole Ivie

Clinic Director, AuroraLASIK

Clarus Eye Centre

345 College St. SE Ste. C, Lacey, WA 98503-1013

Marta Del Torre, Executive Director, FACHE

martaD@claruseye.com

(360)-456-3200

Scope: \$9,248 monthly Managed Services/staff augmentation, \$200K product and project services

Right! Systems has provided Managed Services to Clarus Eye Centre for nearly a year, and has become an integral part of the 125 person staff. Different than typical managed service partnerships, Right! Systems provided regular staff on-site, learning the intricacies of the environment prior to making long-term recommendation. Since that initial assessment, Right! Systems has been involved in upgrading systems in a manner appropriate for a leading healthcare provider such as Clarus Eye Centre. Clarus recently invested in a second contract with Right! Systems for additional managed services through 2019.

Testimonial:

Right! Systems is definitely the Right fit for us. We went through three prior IT vendors; all were helpful for our young organization but as we grew, we recognized the need for a more sophisticated IT solution, encompassing, strategic IT planning, hardware, network, telecom and software skills. Right! Systems is able to bring that level of expertise to the table whether I have a simple printer malfunction or a major s/w install; I know I've got a team of IT professionals at my fingertips to ensure success.

They are always available by phone or by email and their response time is more than satisfactory. I don't have to worry anymore about whether my systems are backed up and secure, they monitor our system performance 24/7 and fix things before I even know it's an issue. My staff can focus on what they do best, caring for our patients. For an executive, that's true piece of mind. I highly recommend Right! Systems.

Marta De La Torre

Clinic Executive Director, Clarus Eye Centre

City of Tenino

149 Hodgden Street S.
P.O. Box 4019
Tenino, WA 98589

John C. Millard, Clerk/Treasurer
360-264-2368
clerktreasurer@ci.tenino.wa.us

Scope: \$2,325 monthly Managed Services Contract

Right! Systems has completed the initial upgrade project and is now monitoring and managing all systems of the Tenino City Hall. The City of Tenino is 10 users, with all the inherent regulations of WA cities. Right! Systems is currently working through FIPS Audit with the Police Department, and consulting on needed upgrades there.

City of Olympia

601 4th Ave East
Olympia, WA 98507

Junee Dizon, IT Director
360-753-8322
jdizon@ci.olympia.wa.us

Scope: Right! Systems has been a vendor to the City of Olympia for many years, providing consult and Master Contract Support for product acquisitions primarily.

Pierce County

1102 Broadway St., Suite
Tacoma, WA 98402

Adam Wilhoit, Network Team
253-798-8522
awilhoi@co.pierce.wa.us

Scope: Right! Systems has been a vendor to Pierce County for many years, providing consult and Master Contract Support for product acquisitions primarily on the network side (Cisco).

AGENCY LIST

Scott,

I had our Team run a report of WA cities we have done business with in 2019. This is what we generated:

CITY OF ARLINGTON
CITY OF BAINBRIDGE ISLAND
CITY OF BELLINGHAM
CITY OF BURLINGTON
CITY OF CAMAS
CITY OF ELLENSBURG
CITY OF ENUMCLAW
CITY OF LAKE STEVENS
CITY OF LONGVIEW
CITY OF LYNNWOOD
CITY OF MOUNTLAKE TERRACE
CITY OF OLYMPIA
CITY OF PULLMAN
CITY OF RENTON
CITY OF SAMMAMISH
CITY OF SHELTON
CITY OF SNOQUALMIE
CITY OF SPOKANE VALLEY
CITY OF TACOMA
CITY OF TENINO
CITY OF TUKWILA
CITY OF TUMWATER
CITY OF VANCOUVER
CITY OF WASHOUGAL

I could provide an additional list for Oregon and Idaho, but felt this would suffice. I could also provide a list of WA State agencies, counties, and K-20 customers that make up our broader State, Local, Education (SLED) clientele. Right! Systems was founded out of WA State contracts over 26 years ago, and continues to be a leader in the public sector space in the region.

Let me know if you need more details.

Cheers,

Sean Padget

VP, Managed Services, [Right! Systems, Inc.](#)

c: (360) 402-6587 | d: (360) 528-8604

spadget@rightsys.com | www.rightsys.com

[Facebook](#) | [LinkedIn](#) | [Twitter](#) | [Instagram](#)



**NEW BUSINESS: Extended Technical Support Services Agreement
ITEM 10B.**

FROM: John Cheesman, Police Chief

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute the agreement with South Sound 911 Public Authority to provide extended technical support services to the City of Fircrest Police Department.

PROPOSAL: The Council is being asked to adopt a resolution allowing the City Manager to execute an agreement with South Sound 911 Public Authority to provide extended technical support services to the City of Fircrest Police Department. This agreement will provide the Fircrest Police Department hardware maintenance, troubleshooting, and repair of Fircrest Police Department computer assists. SS911 will also install and configure Fircrest Police Department Software, including:

- Computer operating systems
- All compatible software
- Virus protection
- Other necessary applications or software

FISCAL IMPACT: The cost for an extended technical support service subscription rate is \$750 per quarter (\$3,000 yearly). We have budgeted \$6,000 in the 2020 budget for these services.

ADVANTAGE: South Sound 911 currently works on FPD officer computer when our officers have issues with their computers or connectivity issues. The City's IT Manager would help us when he was available, and often he would have to redirect the issue to SS911. If approved, our officers will have one call to make for assistance. The SS911 Support Center is open Monday to Friday from 6:00 A.M. – 10 P.M. and Saturday and Sunday from 8:00 A.M. – 6:00 P.M. A support technician is on call during outside normal office hours.

DISADVANTAGES: None identified.

ALTERNATIVES: None identified.

HISTORY: With the recent retirement of the City's part-time IT Manager, it will be beneficial for police personnel to have access to support services 24 hours a day.

ATTACHMENTS: [Resolution](#)
[Services Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH SOUTH SOUND 911 TO PROVIDE EXTENDED
TECHNICAL SUPPORT SERVICES TO THE FIRCREST POLICE
DEPARTMENT.**

WHEREAS, the Fircrest Police Department is in need of extended technical support services;
and

WHEREAS, South Sound 911 will provide these services, including hardware, software, and
customer support to the City of Fircrest Police Department; and

WHEREAS, the City desires to enter into an agreement for the purpose of establishing
conditions under which South Sound 911 will provide these services. Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute the agreement with
South Sound 911 to provide extended technical support services to the City of Fircrest Police
Department.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST,
WASHINGTON**, at a regular meeting thereof this 14th day of January 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

SOUTH SOUND 911 SERVICES AGREEMENT

THIS AGREEMENT is entered between SOUTH SOUND 911 PUBLIC AUTHORITY (hereinafter "SS911") and the CITY OF FIRCREST, (hereinafter "Agency") for support services.

WHEREAS, SS911 is an independent legal public entity created pursuant to RCW 35.21 and chartered by the City of Tacoma to provide certain support services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of establishing the terms and conditions under which SS911 will provide support services;

NOW, THEREFORE the Parties agree as follows:

1. Effective Date and Duration. This Agreement shall be effective _____, and shall be in full force and effect until terminated under the Termination section below.
2. Support Services. SS911 shall provide Agency with support services as described in Exhibit A, attached hereto.
3. Fees for Services. SS911 shall charge the Agency quarterly the amount listed in Exhibit A.
4. Records. SS911 shall maintain all records, reports, and documents created and held under this Agreement and the services provided hereunder in accordance with RCW 42.56 (Public Records Act) and RCW 40.14 (Preservation and Destruction of Public Records) and all other applicable federal and state regulations and SS911 policies. Upon receiving a request for a record, SS911 may notify the Agency regarding the request prior to its release. In the event the Agency requests the record be withheld or redacted, the Agency shall be liable for any and all claims, costs, or attorney's fees incurred by SS911 in complying with the Agency's request.
5. Indemnification. Agency agrees to defend, indemnify and hold harmless SS911, its officers, agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Agency in the exercise or enjoyment of this Agreement.

SS911 agrees to defend, indemnify and hold harmless Agency from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of SS911 in the exercise or enjoyment of this Agreement.

6. Termination. This Agreement may be terminated by either Party providing 90 days written notice of termination to the other Party.
7. Notices. Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in

writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

SS911	AGENCY
Janet Caviezel South Sound 911 Budget & Finance 955 Tacoma Avenue South, Suite 102 Tacoma, WA 98402	Scott Pingel City Manager City of Fircrest 115 Ramsdell Street Fircrest, WA 98466
Phone: (253)798-2970	Phone: (253) 564-8901
Fax: (253)798-7874	Fax: (253) 566-0762
Email: Janet.Caviezel@SouthSound911.org	Email: spingel@cityoffircrest.net

8. Miscellaneous Provisions.

- A. Governing Law and Venue. Washington State law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.
- B. Assignment. The Agency shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due hereunder without the prior written consent of SS911.
- C. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
- D. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- E. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- F. Entire Agreement. This Agreement contains the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- G. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract. The undersigned Agency representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Agency.

EXHIBIT A
EXTENDED TECHNICAL SUPPORT SERVICES

The extended technical support services provided by South Sound 911 and/or requested by the AGENCY will be outlined as follows:

1. Hardware

Maintenance, troubleshooting and repair of the following Fircrest Police Department assets:

- A. Desktop Computers
- B. Laptop Computers
- C. Tablet Devices
- D. Wireless Devices

If an asset is deemed to be non-functional, SS911 will notify the AGENCY that it is no longer serviceable. Any replacements of assets, including peripherals (keyboards, mice, etc.), are solely the responsibility of the AGENCY. SS911 agrees to assist the AGENCY with recommendations, requirements and specifications for approved hardware and systems to ensure compatibility with necessary public safety applications.

Disposal of AGENCY assets are solely the responsibility of the AGENCY. SS911 can assist in removal of confidential data to prepare the assets for destruction or disposal according to the AGENCY policies and procedures.

2. Software

Installation and configuration of the following Fircrest Police Department software:

- A. Computer Operating Systems
- B. All compatible software
- C. Virus protection
- D. Other necessary applications or software purchased by the AGENCY

3. Service Level/Expectations

If the AGENCY experiences computer problems, the AGENCY employees may contact the SS911 Support Center at (253) 798-3911 or by email at SupportCenter@SouthSound911.org for a Support Technician to evaluate the problem.

The SS911 Support Center normal business hours are Monday to Friday, 6am to 10pm plus Saturday and Sunday, 8am to 6pm. Outside of normal business hours, a Support Technician is on call for critical issues needing emergent attention.

4. Compensation

An extended technical support service subscription rate of \$750 per quarter (\$3,000 yearly) will be apply to the terms of this agreement.

**NEW BUSINESS: Special Services Interlocal Cooperative Agreement
ITEM 10C.****FROM: John Cheesman, Police Chief**

RECOMMENDED MOTION: I move to adopt Resolution No. _____, authorizing the City Manager to execute the Interlocal Cooperative Agreement to provide special services by Pierce County to the City of Fircrest.

PROPOSAL: The Council is being asked to adopt a resolution allowing the City Manager to execute an agreement to provide special services by Pierce County to the City of Fircrest.**FISCAL IMPACT:** The cost of entering into this agreement will be \$11,509, which has been approved in the adopted 2020 Budget. Rates are based on the latest population census data (6,770). Breakdown of 2020 rates:

- Detective services: \$6,973.10
- Forensic officers: \$1,557.10
- SWAT Team: \$2,978.80

We have not had to utilize the Pierce County SWAT Team over the past year, but we have used them on several occasions in the past and the cost to utilize these services per response will be \$12,000 without the agreement.

ADVANTAGE: The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the Pierce County Sheriff's Department would be of great assistance in helping resolve certain problems that may arise in our City.**DISADVANTAGES:** None identified.**ALTERNATIVES:** Not execute the Interlocal Cooperative Agreement to provide special services and pay per incident as we go.**HISTORY:** Since 1997, the City has entered into an agreement where the Pierce County Sheriff's Department provides specialized law enforcement services to the City of Fircrest. During the past few years, we have contracted for major crime investigations with the Pierce County Sheriff's Office and have utilized their services to assist our officers on several occasions.**ATTACHMENTS:** [Resolution](#)
[Interlocal Cooperative Agreement](#)

**CITY OF FIRCREST
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON, AUTHORIZING THE CITY
MANAGER TO EXECUTE AN AGREEMENT TO PROVIDE
SPECIAL SERVICES BY PIERCE COUNTY TO THE CITY OF
FIRCREST.**

WHEREAS, the City of Fircrest has executed agreements with Pierce County Sheriff's Department for specialized services since 1997; and

WHEREAS, the Fircrest Police Department has utilized these special services in the past and wishes to continue utilizing these services to assist the City of Fircrest. Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FIRCREST:

Section 1. The City Manager is hereby authorized and directed to execute the Agreement to provide special services by Pierce County to the City of Fircrest.

**APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF
FIRCREST, WASHINGTON**, at a meeting thereof this 14th day of January 2020.

APPROVED:

Hunter T. George, Mayor

ATTEST:

Jessica Nappi, City Clerk

APPROVED AS TO FORM:

Michael B. Smith, City Attorney

**AGREEMENT
TO PROVIDE SPECIAL SERVICES
BY PIERCE COUNTY TO
THE CITY OF FIRCREST**

1. **DATE AND PARTIES:** This agreement is dated this ___ day of _____ and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Fircrest, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller towns and cities to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the agreed upon services between Pierce County Sheriff's Department and the City of Fircrest.
 - b. To provide a timely response for services requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder, only if per response option is selected.

4. **DUTIES/RESPONSIBILITIES OF CITY:**
 - a. To provide a contact person of command level to act as liaison between the two contracting agencies.
 - b. To provide traffic control or other perimeter security as may be required.
 - c. To provide schematics, floor plans or other items of information which may be required as part of a response.
 - d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
 - e. To provide reimbursement hereunder for the services rendered.

5. **JOINT RESPONSIBILITIES:**

- a. To provide joint law enforcement response as necessary to keep and restore the peace.
- b. To timely complete and submit all necessary reports, documents and other needed information for any law enforcement or prosecution need.
- c. To mutually cooperate to assure the success of any and all law enforcement missions.

6. ELECTION OF BILLING:

The City has selected billing methods and services set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not listed, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing paragraph.

7. BILLING:

The City shall contract with the County in one of the of the following fashions by their choosing:

- a. **Per Capita:** The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.
- b. **Per Response:** The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter. If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow-up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours). If the response is cancelled while personnel are responding, the city will be billed for those specific personnel at a three-hour overtime minimum.
- c. **Mixed Costing:** The City shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.

Default Costing: In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

8. SERVICE DESCRIPTIONS:

a. Major Crime Investigation Services:

Investigative services are those which consist of criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are

typically investigated in this manner, are homicides, sexual assaults, aggravated assaults, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

b. Canine (K-9) Services:

Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.

c. Hazardous Devices (Bomb Squad):

This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.

d. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.

e. Forensic Investigator: This response will be for major crimes outlined in Section 8 and shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.

f. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of the rank of Lieutenant and above, who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. If needed, polygraph services may be included for such services.

h. Marine Services/SCUBA:

This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.

9. INDEMNITY AND HOLD HARMLESS:

Defense & Indemnity Agreement:

The County agrees to defend, indemnify and save harmless the CITY, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the CITY, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its agent, servants, or employees, the CITY, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the CITY, its appointed or elected officials or employees.

The CITY agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons, and for damages to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the CITY, its subcontractors, its successor or assigns, or its agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

10. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
11. **MERGER:** This agreement merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.
12. **TERM OF AGREEMENT:** This Agreement shall commence January 1, 2020 and be in force for one (1) year from its making. It shall be extended automatically for an additional one- (1) year period on the anniversary date unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
13. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in the Pierce County Sheriff's Department Specialized Services Protocols which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT

Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.

14. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees shall remain under the supervisory control of the County, although the City may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

END OF AGREEMENT; SIGNATURE PAGE IMMEDIATELY FOLLOWING

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2020.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: _____

Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____

Fax: _____

PIERCE COUNTY:

Approved As to Legal Form Only:

Prosecuting Attorney Date

Recommended:

Finance Date

Approved:

Department Director Date
(less than \$250,000)

County Executive *(over \$250,000)* Date

EXHIBIT A

Services and Billing FY2020

Service	Per Capita
Detective – Major Crimes/Internal Affairs	\$ 1.03
Forensic – Major Crimes	\$.23
SWAT	\$.44
Marine	Not Available
Canine	No charge
Hazardous Devices	No charge
Air Ops	No charge

NOV 20 2019

RECEIVED

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rickfinn@localaccess.com

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Richard A. Finnigan
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Candace Shofstall
Legal Assistant
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November 18, 2019

City of Fircrest
Attn: City Manager
115 Ramsdell Street
Fircrest, WA 98466-6999

Re: Transfer of Cable TV Franchise from City of Tacoma Department of Public Utilities, Light Division, Click! Network to Rainier Connect North, LLC

Dear Sir/Madam:

Enclosed with this letter is the completed FCC Form 394 to transfer the cable TV franchise agreement between the City of Fircrest and the City of Tacoma Department of Public Utilities, Light Division, Click! Network granted under Ordinance No. 1578.

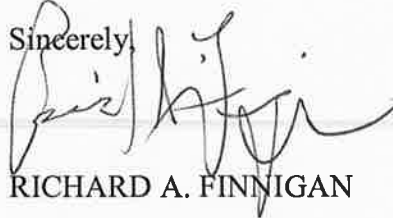
Pursuant to the requirements of Section 17.1(D) of the franchise, this letter will confirm that the proposed transferee, Rainier Connect North, LLC (RCN), has not been convicted or held liable for acts involving deceit including any violation of federal, state or local law or regulations or is currently under an indictment, investigation or complaint charging such acts. Further, the proposed transferee, RCN, has never had a judgement against it in an action for fraud, deceit, or misrepresentation by any court of competent jurisdiction. Finally, this will confirm that RCN does not have pending any material legal claim, lawsuit or administrative proceeding arising out of or involving a cable system.

The FCC Form 394 contains information demonstrating the financial solvency of RCN and demonstrating the financial, legal and technical capability to enable RCN to maintain and operate the Cable System for the remaining term of the Franchise. The financial information is based on audited financial information premised on an audit by a third party auditor.

Also enclosed is a proposed form of resolution approving the transfer.

City of Fircrest
November 18, 2019
Page 2 of 2

RCN respectfully requests that action to approve the franchise be taken as quickly as possible.

Sincerely,

RICHARD A. FINNIGAN

RAF/cs
Enclosures

cc: Client (via e-mail)
Chris Bacha (via e-mail)
City Attorney (via U.S. mail)
c/o City of Fircrest
115 Ramsdell Street
Fircrest, WA 98466-6999

FCC 394

**APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE**

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE	1. Community Unit Identification Number: WA0585
------	---

2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority: City of Fircrest	
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located: Fircrest	
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	06/1998
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	Q1/2020

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first) City of Tacoma, Department of Public Utilities, Light Division			
Assumed name used for doing business (if any) Click! Network or Click!			
Mailing street address or P.O. Box 3628 South 35 Street			
City Tacoma	State WA	ZIP Code 98409	Telephone No. (include area code) 253-502-8900

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes No

If No, explain in an Exhibit.

Exhibit No.
N/A

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Rainier Connect North, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
104 Washington Avenue N., P.O. Box 639			
City	State	ZIP Code	Telephone No. (include area code)
Eatonville	WA	98328	253-683-4100

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Haynes, Brian			
Firm or company name (if any)			
Rainier Connect North, LLC			
Mailing street address or P.O. Box			
2516 Holgate Street			
City	State	ZIP Code	Telephone No. (include area code)
Tacoma	WA	98402	253-683-4100

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No.
N/A

(d) Indicate the address where the system's records will be maintained.

Street address		
104 Washington Avenue N.		
City	State	ZIP Code
Eatonville	WA	98329

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No.
None

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input type="checkbox"/> Corporation	a. Jurisdiction of incorporation:	d. Name and address of registered agent in jurisdiction:
	b. Date of incorporation:	
	c. For profit or not-for-profit:	
<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	
<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
<input type="checkbox"/> Individual		
<input checked="" type="checkbox"/> Other. Describe in an Exhibit.		

Exhibit No. 2

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	Mashell Inc. 2516 Holgate Street, Tacoma, WA 98402	Brian Haynes Resident of Pierce County, Washington Company CEO 2516 Holgate Street, Tacoma, WA 98402	
(b)	USA	USA	
(c)	Member	CEO	
(d)	All membership interests	N/A	
(e)	1	N/A	
(f)	100%	N/A	

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates?

Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.
N/A

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority?

Yes No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination?

Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)?

Yes No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained?

Yes No

If No, attach as an Exhibit a full explanation.

Exhibit No.
N/A

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

- The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months.
- Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law.

Yes No

Exhibit No.
3 (confidential)

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
4

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature <i>Tenzin Gyaltzen</i>
	Date 11/13/19
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Tenzin Gyaltzen
	Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input type="checkbox"/> Corporate Officer (Indicate Title) <input checked="" type="checkbox"/> Other. Explain:
	Municipal Corporation Employee

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature <i>Brian Haynes</i>
	Date 11/15/19
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Print full name Brian Haynes
	Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input type="checkbox"/> Corporate Officer (Indicate Title) <input checked="" type="checkbox"/> Other. Explain:
	Limited Liability Company Manager

EXHIBIT 1

Click! Business Transaction Agreement.

CLICK! BUSINESS TRANSACTION AGREEMENT

by and between

**CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION,
D/B/A TACOMA POWER**

and

MASHELL, INC., D/B/A RAINIER CONNECT

and

RAINIER CONNECT NORTH, LLC

Dated as of _____, 2019

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SCHEDULES AND EXHIBITS

CLICK! BUSINESS TRANSACTION AGREEMENT

THIS CLICK! BUSINESS TRANSACTION AGREEMENT, dated as of _____, 2019, is by and between the **City of Tacoma, Department of Public Utilities, Light Division**, a municipal corporation of the State of Washington (d/b/a and hereinafter referred to as "**Tacoma Power**"), and **Mashell, Inc., d/b/a Rainier Connect**, a Washington corporation, and its designated operating subsidiary, **Rainier Connect North, LLC**, a Washington limited liability company (hereinafter collectively referred to as "**Rainier**"). Tacoma Power and Rainier shall each individually be referred to as a "**Party**" and together constitute the "**Parties**".

WITNESSETH:

WHEREAS, Tacoma Power owns a hybrid fiber-coaxial network consisting of fiber optic cable and coaxial cable and related network facilities (the "**Tacoma Power Network**");

WHEREAS, Click! Network, a business unit of Tacoma Power, currently uses a portion of the Tacoma Power Network (the "**Tacoma Power Commercial System**") to provide cable television services to residents and businesses; to serve as a wholesale provider to internet service providers that provide broadband data services for residential and business customers; and provide Metro Ethernet circuits to businesses within its service area in competition with other providers (the "**Click! Business**");

WHEREAS, desiring to reduce operational costs while maximizing the community benefits of continuing operation of and investment in the Tacoma Power Commercial System, the City of Tacoma and Tacoma Public Utilities adopted twelve (12) policy goals and issued a Request for Information and Qualifications ("**RFI/Q**") seeking interest from public or private entities to take over operational control of the Tacoma Power Commercial System and the delivery of services to the community under terms and conditions consistent with the 12 policy goals;

WHEREAS, Mashell, Inc. was selected as a result of the competitive RFI/Q process;

WHEREAS, Tacoma Power and Mashell, Inc. have negotiated the terms of this Agreement and the Exhibits in order to effectuate the transfer of operational control of the Tacoma Power Commercial System through, among other things, an Indefeasible Right of Use Agreement, and the sale of Related Surplus Assets connected with the Click! Business, as more particularly set forth herein (the "**Transaction**");

WHEREAS, Mashell, Inc. has formed an operating subsidiary, Rainier Connect North, LLC, which it has designated to enter into the Transaction with Tacoma Power;

WHEREAS, Tacoma Power is willing to enter into the Transaction with Rainier Connect North, LLC provided that Mashell, Inc. guarantees the performance of Rainier Connect North, LLC;

WHEREAS, Mashell, Inc. is willing to guarantee the performance of Rainier Connect North, LLC; and

WHEREAS, the Parties have mutually agreed to cooperate to ensure a smooth and seamless transition of the Click! Business as set forth in the Transition Plan attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms have the meanings set forth below:

“Click! Business” has the meaning set forth in the Recitals.

“Advanced Subscriber Payments” has the meaning set forth in Section 2.6(a).

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through equity interest, board membership, LLC interest, contract, charter, statute, regulation, or otherwise.

“Agreement” means this Click! Business Transaction Agreement.

“Ancillary Agreements” means the Indefeasible Right of Use Agreement and other instruments and other agreements and Transfer of Operational Control documents required to be delivered pursuant to this Agreement, including any Bill of Sale and Assignment and Assumption Agreement.

“Assumed Liabilities” has the meaning set forth in Section 2.4.

“Bill of Sale” means an agreement in form and substance reasonably acceptable to Tacoma Power and Rainier, transferring the tangible personal property included in the Related Surplus Assets.

“Business Day” means any day other than Saturday or a legal holiday as defined by RCW 1.16.050.

“Click! Marks” has the meaning set forth in Section 5.9.

“Consideration” has the meaning set forth in Section 2.6(a).

“Customer Proprietary Information” means, to the extent contained in the billing system that is used to bill existing customers of the Click! Business, that portion of the non-technical, non-public information that is owned by Tacoma Power as of the Transfer of Operational Control Date, is used in the Click! Business as of the Transfer of Operational Control Date, and comprises personal information of an existing customer of the Click! Business that was provided by such customer in connection with provision of services to that customer and all information about such customer’s subscription and account, including, without limitation, such customer’s name, mailing address, email address, telephone number, category of subscription services, and billing and payment information which Tacoma Power is not prohibited by law or contract from transferring to Operator.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Employees” means all employees employed by Tacoma Power in connection with the Click! Business and any replacement of such employees between the date hereof and Transfer of Operational Control Date.

“Encumbrance” means any lien, pledge, charge, security interest, option, right of first refusal, mortgage, easement, right-of-way, lease, sublease, license, sublicense, adverse claim, title defect, encroachment, other survey defect, or other encumbrance of any kind, including, with respect to real property, any covenant or restriction relating thereto. For purposes of this Agreement, a Person shall be deemed to own subject to an Encumbrance any asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title retention agreement relating to such asset.

“Environmental Law” means any Law (including common law), Governmental Authorization or agreement with any Government Entity or third party relating to (i) the protection of the environment or human health and safety (including air, surface water, ground water, drinking water supply, and surface or subsurface land or structures), (ii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, management, release or disposal of, any Hazardous Substance or (iii) noise, odor or electromagnetic emissions.

“Equipment” has the meaning set forth in Section 2.2(a)(i).

“Excluded Assets” has the meaning set forth in Section 2.3.

“Excluded Taxes” means any Taxes imposed with respect to the Tacoma Power Commercial System, Click! Business, or any Related Surplus Assets related thereto or any income or gain derived with respect thereto, in each case. For the avoidance of doubt, Excluded Taxes shall include any income Tax liability payable by Tacoma Power or its subsidiaries in respect of the Transaction.

“FCC” means the Federal Communications Commission.

“Franchise” means, with respect to the Click! Business, each franchise granted by a Government Entity authorizing the construction, upgrade, maintenance or operation of any part of the Tacoma Power Commercial System that is part of the Click! Business.

“Funding Commitment Letters” has the meaning set forth in Section 6.3(l).

“Governmental Authorizations” means, with respect to the Click! Business, all licenses (including cable television relay service, business radio and other licenses issued by the FCC or any other Government Entity), permits (including construction permits), certificates, consents, Franchises (including similar authorizations or permits), other actions by, and notices, filings, registrations, qualifications, declarations and designations with, and other authorizations and approvals primarily related to the Click! Business and issued by or obtained from a Government Entity.

“Government Entity” means any federal, state or local court, administrative body or other governmental or quasi-governmental entity with competent jurisdiction.

“Inventory” has the meaning set forth in Section 2.2(a)(ii).

“Law” means any law, statute, ordinance, rule, regulation, code, order, judgment, injunction or decree enacted, issued, promulgated, enforced or entered by a Government Entity.

“Liabilities” means any and all indebtedness, losses, claims, charges, demands, actions, damages, obligations, payments, costs and expenses, sums of money, bonds, indemnities and similar obligations, covenants, contracts, controversies, omissions, make whole agreements and similar obligations, and other liabilities, including all contractual obligations, whether due or to become due, fixed, contingent or absolute, inchoate or otherwise, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising, including, those arising under any Law, principles of common law (including out of any contract or tort based on negligence or strict liability) action, threatened or contemplated action (including the costs and expenses of demands, assessments, judgments, settlements and compromises relating thereto and attorneys’ fees and any and all costs and expenses (including allocated costs of in-house counsel and other personnel), whatsoever reasonably incurred in investigating, preparing or defending against any such actions or threatened or contemplated actions), order or consent decree of any Government Entity or any award of any arbitrator or mediator of any kind, and those arising under any contract, commitment or undertaking, whether or not the same would be required to be recorded or reflected in financial statements or disclosed in the notes thereto.

“Material Adverse Effect” means (i) a material adverse effect on the Related Surplus Assets, or (ii) a material impairment or delay of Tacoma Power’s ability to effect the Transfer of Operational Control or to perform its obligations under this Agreement or any Ancillary Agreement to which it is a party; provided, however, that Material Adverse Effect shall not include the effect of any event change, circumstance or development arising out of or attributable to: (A) any change in Law or accounting standards or interpretations thereof that is of general application; (B) any change in general economic or business conditions or industry-wide or financial market conditions generally; (C) any adverse effect as a result of the

execution or announcement of this Agreement, the Ancillary Agreements, the Transaction or the transactions contemplated by the Ancillary Agreements; or (D) any loss of Subscribers.

“Ordinary Course” or “Ordinary Course of Business” means with respect to the Click! Business, the conduct of such Click! Business as a going concern in accordance with Tacoma Power’s normal day-to-day customs, practices and procedures.

“Person” means an individual, a corporation, a partnership, an association, a limited liability company or other entity or organization.

“Purchase Price” has the meaning set forth in Section 2.6(a).

“Records” has the meaning set forth in Section 2.2(a)(vii).

“Related Surplus Assets” has the meaning set forth in Section 2.2(a).

“Subscriber” means, with respect to the Click! Business, a customer who has been installed and who currently subscribes to at least the lowest level of cable service offered by such Click! Business.

“Tacoma Power” has the meaning set forth in the Preamble.

“Tacoma Power Commercial System” has the meaning set forth in the Recitals.

“Taxes” means all taxes, fees, levies, imposts, duties, charges or withholdings of any nature (including, without limitation, gross receipts taxes, leasehold excise taxes and franchises, license and/or permit fees) together with any penalties, fines, assessments or interest thereon, imposed by any federal, state or local government, regulatory body or other public taxing authority of competent jurisdiction.

“Tax Law” means the Internal Revenue Code, final, temporary or proposed Treasury regulations, published pronouncements of the U.S. Treasury Department or U.S. Internal Revenue Service, court decisions or other relevant binding legal authority (and similar provisions, pronouncements, decisions and other authorities of state, local and foreign Law).

“Tax Return” shall mean any report, return or other information (including any attached schedules or any amendments to such report, return or other information) required to be supplied to or filed with a Government Entity with respect to any Tax, including an information return, claim for refund, amended return, declaration or estimated Tax returns in connection with the determination, assessment, collection or administration of any income Tax.

“Transaction” has the meaning set forth in the Recitals.

“Transfer of Operational Control” means pursuant to Section 2.1 of this Agreement, the assumption by Rainier of all operational control over the Tacoma Power Commercial System pursuant to the IRU Agreement.

“Transfer of Operational Control Date” means the Effective Date of the IRU Agreement.

“Transferred Authorizations” has the meaning set forth in Section 2.2(a)(v).

“Transferred Contracts” has the meaning set forth in Section 2.2(a)(iv).

“Updated Asset Schedules” has the meaning set forth in Section 2.2(b).

“Updated IRU Exhibits” has the meaning set forth in Section 5.6(b).

“Vehicles” has the meaning set forth in Section 2.2(a)(iii).

Section 1.2 Other Interpretive Provisions. Unless the express context otherwise requires:

(a) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(c) the terms “Dollars” and “\$” mean United States Dollars;

(d) unless the context otherwise requires, references herein to a specific Section, Subsection, Recital, Schedule or Exhibit shall refer, respectively, to Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement;

(e) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”;

(f) references herein to any gender include each other gender;

(g) references herein to any Person include such Person’s heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this clause (g) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(h) references herein to a Person in a particular capacity or capacities exclude such Person in any other capacity;

(i) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”;

(k) references herein to any Law or any license mean such Law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(l) references herein to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

ARTICLE II

TRANSFER OF OPERATIONAL CONTROL OF TACOMA POWER COMMERCIAL SYSTEM AND PURCHASE AND SALE OF RELATED SURPLUS ASSETS

Section 2.1 Transfer of Operational Control. The Transfer of Operational Control shall take place on the last Business Day of the calendar month in which the conditions set forth in Article VI (other than those conditions that by their nature are to be satisfied at the Transfer of Operational Control but subject to the fulfillment or waiver of those conditions) have been satisfied or waived, unless such conditions have not been so satisfied or waived by the fifth Business Day preceding the last Business Day of such calendar month, in which case the Transfer of Operational Control shall take place on the last Business Day of the next calendar month or at such other time, date or place as the Parties hereto may mutually agree in writing.

Section 2.2 Purchase and Sale of Related Surplus Assets.

(a) On the terms and subject to the conditions set forth herein, at the Transfer of Operational Control Date, Tacoma Power shall sell, convey, transfer, assign and deliver to Rainier, and Rainier shall purchase from Tacoma Power, the Related Surplus Assets, free and clear of all Encumbrances. The “Related Surplus Assets” are comprised of:

(i) All spare customer equipment, and other tangible personal property and assets of Tacoma Power relating to the Click! Business, as set forth on Schedule 2.2(a)(i) (collectively, the “**Equipment**”);

(ii) All fiber optic cabling, coaxial cabling, supplies, tools and inventories of Tacoma Power relating to the Click! Business (the “**Inventory**”), as set forth on Schedule 2.2(a)(i);

(iii) All vehicles of Tacoma Power relating to the Click! Business (the “**Vehicles**”), as set forth on Schedule 2.2(a)(i);

(iv) All rights of Tacoma Power under those Contracts listed on Schedule 2.2(a)(iv) (collectively, the “**Transferred Contracts**”);

(v) All Governmental Authorizations listed on Schedule 2.2(a)(v) (the “**Transferred Authorizations**”);

(vi) Click! Business Subscriber deposits and Advanced Subscriber Payments;

(vii) Copies of all Customer Proprietary Information reasonably requested by Rainier on or before the tenth (10th) Business Day prior to the Transfer of Operational Control (the “**Records**”); and

(viii) All defenses, claims, deposits, prepayments, refunds, causes of action, credits, warranties (including manufacturer’s warranties), rights of recovery, rights of set off and rights of recoupment relating to any right, property or asset included in the Related Surplus Assets, or against any party under the Transferred Contracts.

(b) Updated Asset Schedules. On the tenth (10th) Business Day prior to the Transfer of Operational Control, Tacoma Power shall deliver to Rainier revised Schedules 2.2(a)(i), 2.2(a)(iv) and 2.2(a)(v), which shall set forth lists of assets of the type required to be disclosed thereon and relating to the Click! Business that Tacoma Power owns or has the right to own as of such date, including any assets acquired by Tacoma Power after the date hereof (the “Updated Asset Schedules”) and a statement indicating the value of the Advanced Subscriber Payments as defined in Section 2.6(a). No later than five (5) Business Days prior to the Transfer of Operational Control Date, Rainier shall notify Tacoma Power whether it accepts or requires revisions to the Updated Asset Schedules or the statement of Advanced Subscriber Payments. If Rainier accepts the Updated Asset Schedules and Advanced Subscriber Payments as delivered by Tacoma Power, then the Updated Asset Schedules shall amend, in their entirety, the corresponding schedules attached to this Agreement as of the date hereof, and the Consideration shall be calculated using the stated value of the Advanced Subscriber Payments.

Section 2.3 Excluded Assets. Notwithstanding anything herein to the contrary, from and after the Transfer of Operational Control, Tacoma Power shall retain, and there shall be excluded from the sale, conveyance, assignment or transfer to Rainier hereunder, all assets of Tacoma Power that are not Related Surplus Assets (the “**Excluded Assets**”).

Section 2.4 Assumption of Liabilities. At the Transfer of Operational Control, Rainier shall assume and discharge or perform when due all of the Liabilities that accrue after the Transfer of Operational Control with respect to operation of the Click! Business pursuant to the IRU Agreement and ownership of the Related Surplus Assets (the “**Assumed Liabilities**”). With respect to operation of the Tacoma Power Commercial System and ownership of the Related Surplus Assets, any Liabilities that accrue before the Transfer of Operational Control shall not be assumed by Rainier (“**Excluded Liabilities**”). The determination of the Excluded Liabilities and the Assumed Liabilities shall be prorated between Tacoma Power and Rainier as of 11:59 p.m. of the Transfer of Operational Control Date, the proration to be made and paid, insofar as feasible, on the Transfer of Operational Control Date, with a final settlement no later than sixty (60) days after the Transfer of Operational Control Date.

Section 2.5 Excluded Liabilities. Tacoma Power shall retain and be responsible for all Excluded Liabilities. Notwithstanding anything to the contrary in this

Agreement, Rainier shall not assume, and Rainier shall have no Liability for, any Liability of Tacoma Power that is not expressly assumed by Rainier pursuant to Section 2.4.

Section 2.6 Purchase Price. The aggregate amount to be paid to Tacoma Power by Rainier hereunder shall be the agreed price for the Related Surplus Assets as set forth in Schedule 2.2 (“Purchase Price”), less the amount of the pro-rated advanced Subscriber payments for services to be rendered after the Transfer of Operational Control received by Tacoma Power as of the 10th (tenth) Business Day (“Advanced Subscriber Payments”) prior to the Transfer of Operational Control (the “Consideration”). On the terms and subject to the conditions set forth herein, in consideration of the sale and delivery of the Related Surplus Assets, at the Transfer of Operational Control, Rainier shall:

- (i) assume the Assumed Liabilities; and
- (ii) pay the Consideration by wire transfer of immediately available funds; and
- (iii) execute the Ancillary Agreements.

Section 2.7 Allocation of Revenues and Prepaid Expenses. Operation of the Click! Business and the Tacoma Power Commercial System, and the revenues, expenses and liabilities attributable thereto through 11:59 p.m. on the Transfer of Operational Control Date shall be for the account of Tacoma Power. Revenues and any prepaid or deferred items, shall be prorated between Tacoma Power and Rainier as of 11:59 p.m. of the Transfer of Operational Control Date, the proration to be made and paid within ninety (90) days after the Transfer of Operational Control Date.

Section 2.8 Deliveries by Rainier. At the Transfer of Operational Control, Rainier shall deliver to Tacoma Power:

- (a) the Consideration plus the first monthly installment of the IRU Fee required by Section 5 of the IRU Agreement, by wire transfer of immediately available funds to an account which has been designated by Tacoma Power at least two Business Days prior to the Transfer of Operational Control Date;
- (b) a duly executed counterpart of one or more Assignment and Assumption Agreements;
- (c) the certificate to be delivered pursuant to Section 6.3(m);
- (d) duly executed counterparts of such other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to Rainier and Tacoma Power, as may be reasonably required to give effect to this Agreement;
- (e) Copies of the performance assurances and funding commitments required by Section 12 of the IRU Agreement and Section 6.3(l) of this Agreement;
- (f) the certification required by Sections 6.3(e) of this Agreement;

- (g) the certification required by Section 6.3(f) of this Agreement;
- (h) a list of the names of all Persons with an ownership interest of Five Percent (5%) or greater in Rainier Connect North, LLC;
- (i) a duly executed counterpart of each Ancillary Agreement; and
- (j) copies of the approvals for the transfers of each of the Franchises from the jurisdictions in which Tacoma Power has Franchises for the Click! Business, or copies of the Franchises Rainier Connect North, LLC has entered into to serve such jurisdictions, as required by Section 6.3(k).

Section 2.9 Deliveries by Tacoma Power. At the Transfer of Operational Control, Tacoma Power shall deliver to Rainier:

- (a) a duly executed counterpart of one or more Bills of Sale;
- (b) a duly executed counterpart of one or more Assignment and Assumption Agreements;
- (c) the Records that are Related Surplus Assets;
- (d) the certificate to be delivered pursuant to Section 6.2(d);
- (e) duly executed counterparts of such other customary instruments of transfer, assumptions, filings or documents, in form and substance reasonably satisfactory to Rainier and Tacoma Power, as may be reasonably required to give effect to this Agreement; and
- (f) a duly executed counterpart of each Ancillary Agreement.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF TACOMA POWER

Tacoma Power represents and warrants to Rainier that as of the date hereof and as of the Transfer of Operational Control:

Section 3.1 Organization and Qualification. Tacoma Power is a Division of Tacoma Public Utilities, a Department of the City of Tacoma, a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Washington and the City of Tacoma.

Section 3.2 Municipal Authorization.

(a) Tacoma Power has full municipal power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Tacoma Power of this Agreement and the Ancillary Agreements have been duly and validly authorized by the Tacoma Public Utility Board and the Tacoma City Council,

and no additional authorization or consent is required in connection with the execution, delivery and performance by Tacoma Power of this Agreement. Notwithstanding the foregoing, the Parties are aware of the pending litigation set forth in Section 6.1(d). In the event that, prior to Transfer of Operational Control, a court of competent jurisdiction in any of the matters set forth in Section 6.1(d), issues an order nullifying or invalidating the IRU Agreement or restraining or enjoining either Party from executing the IRU Agreement or exercising any rights accruing to either party under the IRU Agreement, either Party shall have the right to terminate this Agreement, which shall be Party's sole remedy. Alternatively, the Parties may suspend the obligations under this Agreement for such period of time and upon such conditions as the Parties may mutually agree.

(b) Tacoma Power has or prior to the Transfer of Operational Control will have full municipal power and authority to execute and deliver each Ancillary Agreement or Transfer of Operational Control document to which it is (or will be) a party and to perform its obligations thereunder. The execution, delivery and performance by Tacoma Power of each Ancillary Agreement to which it is (or will be) a party has been or prior to the Transfer of Operational Control will have been duly and validly authorized by the Tacoma Public Utility Board and the Tacoma City Council, and no additional authorization or consent will be required in connection with the execution, delivery and performance by Tacoma Power of the Ancillary Agreements or Transfer of Operational Control documents to which Tacoma Power will be a party or signatory.

Section 3.3 Non-Contravention. The execution, delivery and performance by Tacoma Power of this Agreement and the Ancillary Agreements, and the consummation of the transactions contemplated hereby and thereby, do not and will not violate any provision of Tacoma Power's charter.

Section 3.4 Binding Effect. This Agreement and each of the Ancillary Agreements will constitute, when executed and delivered by Tacoma Power and by Rainier and the other parties thereto, a valid and legally binding obligation of Tacoma Power, enforceable against Tacoma Power in accordance with their respective terms. Each of the unexecuted Ancillary Agreements to be entered into on or prior to the Transfer of Operational Control Date, when executed and delivered by Tacoma Power and by Rainier and the other parties thereto, will constitute a valid and legally binding obligation of Tacoma Power, enforceable against Tacoma Power in accordance with its terms.

Section 3.5 Assets. At the Transfer of Operational Control (after giving effect to the Transaction), Rainier will have good and marketable title to the Related Surplus Assets free and clear of any Encumbrances, other than those created by Rainier or its Affiliates.

Section 3.6 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Tacoma Power who might be entitled to any fee or commission in connection with the Transaction.

Section 3.7 No Default. Other than the litigation referenced in Section 6.1(d), there is no action, suit, proceeding, or investigation at law or in equity before or by any

court, public board or body pending against or affecting the Party, challenging or affecting the performance of the Party's obligations hereunder.

Section 3.8 Condition of Related Surplus Assets. NOTWITHSTANDING ANY EXAMINATION OR INSPECTION MADE BY RAINIER AND WHETHER OR NOT ANY PATENT OR LATENT DEFECT OR CONDITION WAS REVEALED OR DISCOVERED THEREBY, THE RELATED SURPLUS ASSETS ARE CONVEYED TO RAINIER UNDER THIS AGREEMENT IN THEIR "AS IS" CONDITION WITH ALL FAULTS AS OF THE EFFECTIVE DATE. EXCEPT AS SET FORTH IN THIS AGREEMENT, TACOMA POWER MAKES NO WARRANTY TO RAINIER OR ANY OTHER ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE INSTALLATION, DESCRIPTION, QUALITY, MERCHANTABILITY, USEFUL LIFE, FUTURE ECONOMIC VIABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF RELATED SURPLUS ASSETS, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

Section 3.9 No Other Representations or Warranties. Except for the representations and warranties contained in this Article III, neither Tacoma Power nor any other Person makes any other express or implied representation or warranty on behalf of Tacoma Power.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF RAINIER

Rainier represents and warrants to Tacoma Power that as of the date hereof and as of the Transfer of Operational Control:

Section 4.1 Organization and Qualification.

(a) Rainier is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Washington. Rainier has all requisite power and authority to own and operate its assets and to carry on its business as currently conducted.

Section 4.2 Corporate Authorization.

(a) Rainier has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance by Rainier of this Agreement have been duly and validly authorized and no additional authorization or consent is required in connection with the execution, delivery and performance by Rainier of this Agreement.

(b) Rainier has or prior to the Transfer of Operational Control will have full power and authority to execute and deliver each of the Ancillary Agreements to which it will be a party and to perform its obligations thereunder. The execution, delivery and performance by Rainier of each of the Ancillary Agreements to which it will be a party has been

or prior to the Transfer of Operational Control will have been duly and validly authorized and no additional authorization or consent will be required in connection with the execution, delivery and performance by Rainier of any of the Ancillary Agreements to which it will be a party.

Section 4.3 Consents and Approvals. No consent, approval, waiver, authorization, notice or filing is required to be obtained by Rainier, or to be given by Rainier, or made by Rainier with, any Person in connection with the execution, delivery and performance by Rainier of this Agreement and the Ancillary Agreements to which it is a party, other than the consents, approvals, waivers, authorizations, notices or filings the failure of which to obtain, give or make would not, individually or in the aggregate, reasonably be expected to have a material impairment or delay of Rainier's ability to effect the Transfer of Operational Control or to perform its obligations under this Agreement or any Ancillary Agreement to which it is a party.

Section 4.4 Non-Contravention. Rainier is not a party to any contract, agreement or other instrument or condition which materially restricts, limits or in any manner materially adversely affects the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the Ancillary Agreements contemplated hereby by Rainier do not violate any provision of law applicable to Rainier or conflict with, result in the termination or breach of any term, condition or provision of, or constitute a material default under, the governing corporate formation documents of Rainier, or of any contract, lease agreement or other instrument.

Section 4.5 Binding Effect. This Agreement and each of the Ancillary Agreements will constitute, when executed and delivered by Rainier and by Tacoma Power and the other parties thereto, a valid and legally binding obligation of Rainier, enforceable against Rainier in accordance with their respective terms.

Section 4.6 Finders' Fees. There is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of Rainier or any Affiliate of Rainier who might be entitled to any fee or commission in connection with the Transaction.

Section 4.7 No Default. Other than the litigation referenced in Section 6.1(d), there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body pending against or affecting the Party, challenging or affecting the performance of the Party's obligations hereunder.

Section 4.8 Acceptance of Surplus Related Assets. RAINIER ACCEPTS THE SURPLUS RELATED ASSETS "AS IS" AND WITH ALL FAULTS. RAINIER HEREBY WAIVES AND RELEASES ANY CLAIM OR ACTION AGAINST TACOMA POWER IN RESPECT OF OR RELATED TO THE CONDITION OF THE RELATED SURPLUS ASSETS, INCLUDING ANY DEFECTS OR ADVERSE CONDITIONS NOT DISCOVERED OR OTHERWISE KNOWN BY RAINIER AS OF THE EFFECTIVE DATE

Section 4.9 No Other Representations or Warranties. Except for the representations and warranties contained in this Article IV, neither Rainier nor any other Person makes any other express or implied representation or warranty on behalf of Rainier.

ARTICLE V

COVENANTS

Section 5.1 Access and Information. From the date hereof until the Transfer of Operational Control subject to applicable Laws, Tacoma Power shall (i) afford Rainier and its authorized representatives reasonable access, during regular business hours, upon reasonable advance notice, to the Employees, the Tacoma Power Commercial System, and the Related Surplus Assets, and (ii) furnish, or cause to be furnished, to Rainier any financial and operating data and other information with respect to the Click! Business or in furtherance of this Transaction as Rainier from time to time reasonably requests.

Section 5.2 Conduct of Business. Except with respect to the actions consistent with the contemplated Transfer of Operational Control, during the period from the date hereof to the Transfer of Operational Control, Tacoma Power shall conduct the operations of and maintain the Tacoma Power Commercial System in the Ordinary Course of Business and in accordance with applicable material Laws (including, fulfilling installation requests) and use its commercially reasonable efforts to preserve the Click! Business and its relationship with its customers, suppliers, and creditors.

Section 5.3 Commercially Reasonable Efforts. Tacoma Power and Rainier shall cooperate and use their respective commercially reasonable efforts to fulfill as promptly as practicable the conditions precedent to the other Party's obligations hereunder and shall use their respective commercially reasonable efforts to fulfill as promptly as practicable the conditions precedent to their obligations hereunder to the extent they have the ability to control the satisfaction of such obligations. Without limiting the generality of the foregoing, Tacoma Power and Rainier shall (i) make all filings and submissions required by Laws, and promptly file any additional information requested as soon as practicable after receipt of such request therefor and promptly file any other information that is necessary, proper or advisable to permit consummation of the Transaction; ; and (ii) use commercially reasonable efforts to perform the tasks set forth in the Transition Plan.

(a) Each of the Parties hereto agrees to execute and deliver such other documents, certificates, agreements and other writings and to take such other commercially reasonable actions as may be necessary or desirable in order to evidence, consummate or implement expeditiously the transactions contemplated by this Agreement and to vest in Rainier good and marketable title to the Related Surplus Assets to the same extent as held by Tacoma Power, free and clear of all Encumbrances.

(b) In furtherance and not in limitation of the foregoing, each of Rainier and Tacoma Power agrees to make as promptly as practicable, (i) appropriate filings with the FCC, and (ii) all other necessary filings with other Government Entities relating to the Transaction, and to use commercially reasonable efforts to cause the receipt of approvals under such other Laws or from such authorities or third parties as soon as practicable.

(c) Each of Tacoma Power and Rainier shall give (or shall cause their respective Affiliates to give) any notices to third parties, and use, and cause their respective

Affiliates to use, commercially reasonable efforts to obtain any third party (excluding Government Entities) consents related to or required in connection with the Transaction.

Section 5.4 Compensation and Benefits; Employees.

(a) Compensation and Benefits. The Parties hereto hereby acknowledge and agree that no provision of this Agreement shall be construed to create any right to any compensation or benefits whatsoever on the part of any Employee or other future, present or former employee of Tacoma Power. Nothing in this Section 5.4 or elsewhere in this Agreement shall be deemed to make any employee of the Parties or their respective Affiliates a third party beneficiary of this Section 5.4 or any rights relating hereto.

(b) Employees. None of the provisions contained in this Agreement shall be interpreted as obligating Rainier to make an offer of employment to any of the Employees, provided, however, that Rainier agrees to make a good faith commitment to consider the existing Employees for employment when filling vacancies associated with its operations pursuant to the IRU Agreement. Rainier will evaluate each Employee for employment based on its own hiring criteria. In the event that Rainier does extend an offer of employment to an Employee, such offer will contain Rainier's standard terms and conditions of employment.

Section 5.5 Tax Matters.

Notwithstanding any provision in this Agreement to the contrary, to the extent any of the following apply, any real property excise or transfer tax, sales tax, use tax, or other similar tax imposed on the transactions contemplated by this Agreement shall be borne by Rainier Connect North, LLC.

Section 5.6 IRU Agreement The IRU Agreement attached as Exhibit 5.6 hereto includes the IRU Agreement and Exhibits, including near final drafts of Exhibits A2.1, A2.2, A2.3, A2.4, and A7.

(b) Updated IRU Agreement Exhibits. On the tenth (10th) Business Day prior to the Transfer of Operational Control, Tacoma Power shall deliver to Rainier revised IRU Exhibits A2.1, A2.2, A2.3, A2.4, and A7 which shall set forth lists of assets of the type required to be disclosed thereon and relating to the Tacoma Power Commercial System as of such date, including any changes to the Tacoma Power Commercial System assets after the date hereof (the "Updated IRU Exhibits"). No later than five (5) Business Days prior to the Transfer of Operational Control Date, Rainier shall notify Tacoma Power whether it accepts or requires revisions to the Updated IRU Exhibits. If Rainier accepts the Updated IRU Exhibits as delivered by Tacoma Power, then the Updated IRU Exhibits shall amend, in their entirety, the corresponding exhibits attached to the IRU Agreement as of the date hereof.

(c) As of the Transfer of Operational Control Date, Rainier and Tacoma Power shall each execute and deliver the IRU Agreement substantially in the form attached hereto as Exhibit 5.6, including any Updated IRU Exhibits.

Section 5.7 Post-Transfer of Operational Control Consents. Subsequent to the Transfer of Operational Control, Tacoma Power and Rainier shall continue to use

commercially reasonable efforts to obtain in writing as promptly as possible any consent, authorization or approval necessary or commercially advisable in connection with the Transaction which was not obtained on or before the Transfer of Operational Control in form and substance reasonably satisfactory to Rainier.

Section 5.8 Environmental Matters If at any time prior to the Transfer of Operational Control, any material environmental investigation, study, audit, test, review or other analysis in relation to any Related Surplus Asset is conducted, Tacoma Power shall (a) promptly notify Rainier thereof and (b) subject to applicable Law, keep Rainier informed as to the progress of any such proceeding.

Section 5.9 Name of Business To the extent that the names, marks, logos or indicia of Click! Business, (the “**Click! Marks**”), are incorporated in or on the Related Surplus Assets, Rainier may continue to use the Click! Marks pursuant to the terms of the license set forth in Exhibit P to the IRU Agreement. Rainier acknowledges and agrees that except as expressly set forth in Exhibit P to the IRU Agreement, it shall have no rights in and to any trade names, trademarks, service marks, Internet domain names or logos owned by Tacoma Power or any trade names, trademarks, service marks, Internet domain names or logos confusingly similar thereto.

ARTICLE VI

CONDITIONS TO TRANSFER OF OPERATIONAL CONTROL

Section 6.1 Conditions to the Obligations of Rainier and Tacoma Power. The obligations of the Parties hereto to effect the Transfer of Operational Control are subject to the satisfaction (or waiver by both parties) prior to the Transfer of Operational Control of the following conditions:

(a) No Prohibition. No Law shall be in effect prohibiting the Transaction.

(b) Consents and Approvals. All Governmental Authorizations (other than Franchises) that are set forth on Schedule 6.1(b) hereto shall have been obtained, in each case in form and substance reasonably satisfactory to both parties.

(c) No Default. Other than the litigation referenced in Section 6.1(d), there is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board or body pending against or affecting the Party, challenging the validity or enforceability of this Agreement or any other documents relating hereto or the performance of the Party’s obligations hereunder.

(d) The pending litigation is: Edward E. (Ted) Coates, et al. v. City of Tacoma (Wa. Sup. Ct, Case No. 17-2-08907); Mitchell Shook v. City of Tacoma (U.S. Dist. Ct, Wa. W. Dist., Case No. 3:19cv05794BHS); Mitchell Shook v. City of Tacoma; Thomas McCarthy and Christopher T. Anderson v. City of Tacoma (Wa. Sup. Ct., Case No 19-2-07135-0); Darrel Bowman v City of Tacoma (Wa. Sup. Ct., Case No. 19-2-11506-3); Mitchell Shook v

City of Tacoma (Wa. Sup. Ct., Case No. 19-2-11760-1); City of Tacoma v. Comcast Cable Communications, LLC; Comcast Cable Communications Management, LLC (Wa. Sup. Ct., Case No. 19-2006715-8).

Section 6.2 Conditions to the Obligation of Rainier. The obligation of Rainier to effect the Transfer of Operational Control is subject to the satisfaction (or waiver by Rainier) prior to the Transfer of Operational Control of the following conditions:

(a) Representations and Warranties. The representations and warranties of Tacoma Power in Article III that are qualified as to materiality or Material Adverse Effect shall be true and correct and all other representations and warranties of Tacoma Power in Article III not so qualified shall be true and correct in all material respects, in each case, at the time made and as of the Transfer of Operational Control Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Covenants. Each of the covenants and agreements of Tacoma Power to be performed on or prior to the Transfer of Operational Control shall have been duly performed in all material respects.

(c) Ancillary Agreements. Tacoma Power shall have executed and delivered the Ancillary Agreements to which it is a party.

(d) Certificate. Rainier shall have received a certificate, signed on behalf of Tacoma Power by a duly authorized officer of Tacoma Power, dated the Transfer of Operational Control Date, to the effect that the conditions set forth in this Section 6.2 have been satisfied.

(e) No Encumbrances. As of the Transfer of Operational Control, there shall be no Encumbrances on any of the Related Surplus Assets, other than Encumbrances that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(f) No Material Adverse Change. Since the date of this Agreement, no event or condition has occurred that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect

(g) Rainier shall have received a certificate, signed on behalf of Tacoma Power by a duly authorized officer of Tacoma Power, dated the Transfer of Operational Control Date, to the effect that the Rainier's privacy policy and net neutrality policy are in compliance with the requirements of Exhibits J and K of the IRU Agreement, respectively.

Section 6.3 Conditions to the Obligation of Tacoma Power. The obligation of Tacoma Power to effect the Transfer of Operational Control is subject to the satisfaction (or waiver by Tacoma Power) prior to the Transfer of Operational Control of the following conditions:

(a) Representations and Warranties. The representations and warranties of Rainier in Article IV that are qualified by materiality or material adverse effect shall be true and correct and all other representations and warranties of Rainier in Article IV not so qualified shall be true and correct at the time made and as of the Transfer of Operational Control Date as if made at and as of such time (except, in each case, to the extent expressly made as of an earlier date, in which case as of such earlier date).

(b) Covenants. Each of the covenants and agreements of Rainier to be performed on or prior to the Transfer of Operational Control shall have been duly performed in all material respects.

(c) Ancillary Agreements. Rainier shall have executed and delivered the Ancillary Agreements to which it is a party.

(d) Published Rates and Services. Rainier shall have published its rates and services on its website as required by Exhibits G to the IRU Agreement.

(e) Lifeline Certification. Rainier shall have provided Tacoma Power with a signed certification attesting that it is a certified Lifeline provider and that it will offer the federal Lifeline subsidy as required by Exhibit H to the IRU Agreement..

(f) Reduced-Cost Service. Rainier shall have provided Tacoma Power with a signed certification that it will offer the substantially reduced-cost service contemplated by Exhibit H to the IRU Agreement.

(g) Local Office. Rainier shall have established a local office in the City of Tacoma and posted the address on its website as required by Exhibit I to the IRU Agreement

(h) Customer Privacy. Rainier shall have conspicuously published its privacy policy on its website as required by Exhibit J to the IRU Agreement.

(i) Net Neutrality. Rainier's net neutrality policy shall be conspicuously posted on its website as required by Exhibit K to the IRU Agreement

(j) Open Access Program. Rainier shall have provided Tacoma Power with a copy of its Open Access Program as required by Exhibit L to the IRU Agreement.

(k) Franchises. Rainier shall have either obtained approval for the transfer of each of the Franchises from the jurisdictions in which Tacoma Power has Franchises for the Click! Business as of the date of this Agreement, or will have entered into its own Franchises to serve such jurisdictions.

(l) Funding Commitment Letter(s). In order to demonstrate its ability to meet its obligations under this IRU Agreement, Rainier shall have delivered funding commitment letter(s), in a form reasonably acceptable to Tacoma Power, in the amount of four million five hundred thousand Dollars (\$4,500,000) covering the first three (3) years of the Initial Term ("Funding Commitment Letter(s)").

(m) Certificate. Tacoma Power shall have received a certificate, signed on behalf of Rainier by a duly authorized officer of Rainier, dated the Transfer of Operational Control Date, to the effect that the conditions set forth in this Section 6.3 have been satisfied.

ARTICLE VII

TERMINATION AND DEFAULT

Section 7.1 Termination by Mutual Consent. This Agreement may be terminated at any time prior to the Transfer of Operational Control by mutual written agreement of Tacoma Power and Rainier.

Section 7.2 Termination by Either Rainier or Tacoma Power. This Agreement may be terminated at any time prior to the Transfer of Operational Control by Rainier or Tacoma Power, by giving written notice of termination to the other Party, if (a) the Transfer of Operational Control shall not have occurred on or before 180 days from the date of this Agreement so long as the Party proposing to terminate has not breached in any material respect any of its representations, warranties, covenants or other agreements under this Agreement, in any manner that shall have proximately contributed to the failure of the Transfer of Operational Control to so occur, or (b) pursuant to Section 7.3 hereof, or (c) pursuant to Section 3.2(a).

Section 7.3 Material Breaches. A Party shall be deemed to be in default under this Agreement only if such Party has materially breached or failed to perform its obligations hereunder, and non-material breaches or failures shall not be grounds for declaring a Party to be in default, postponing the Transfer of Operational Control, or terminating this Agreement. For purposes of this Agreement, a Party's failure or refusal to execute any of the Ancillary Agreements shall constitute a material breach.

(b) If Tacoma Power or Rainier believes the other to be in default hereunder, the Party believing a default has occurred shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of: (a) the Transfer of Operational Control Date, or (b) within ten (10) business days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the Party in default undertakes diligent, good faith efforts to cure the default within such ten (10) day period and continues such efforts thereafter), then the Party giving such notice may terminate this Agreement and/or exercise the remedies available to such Party pursuant to this Agreement.

Section 7.4 Effect of Termination.

(a) In the event of the termination of this Agreement in accordance with this Article VII, this Agreement shall thereafter become void and have no effect, and no Party hereto shall have any Liability to the other Party hereto or their respective Affiliates, except that nothing in this Section 7.4 shall relieve any Party from liability for any willful breach of this Agreement that arose prior to such termination.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices, requests, demands, approvals, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the Party for whom it is intended or on the third day following mailing, postage prepaid, certified mail, return receipt requested to the Person at the address set forth below:

Tacoma Power:

Tacoma Public Utilities
3628 South 35th Street
Tacoma, WA 98409
Attention: TPU Contract Administrator

With a copy to:

City of Tacoma
747 Market Street
Tacoma, WA 98402
Attention: City Attorney

Rainier:

Rainier Connect North, LLC
104 Washington Ave. N.
P.O. Box 639
Eatonville, WA 98328
Attn: Manager

With a copy to:

Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512

Either Party may change the address to which notices shall be sent by notice to the other Party by providing thirty (30) days' written notice of the change of address.

Section 8.2 Amendment; Waiver. Any provision of this Agreement may be amended, waived or suspended if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Rainier and Tacoma Power, or in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative

and not exclusive of any rights or remedies provided by Law except as otherwise specifically provided in Article VII.

Section 8.3 No Assignment or Benefit to Third Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors. No Party to this Agreement may assign any of its rights or transfer or delegate any of its obligations under this Agreement, and this Agreement may not be assigned to any third parties.

Section 8.4 Entire Agreement. This Agreement (including all Schedules and Exhibits) executed as of the date hereof contain the entire agreement between the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, oral or written, with respect to such matters, including but not limited to the Letter of Intent that was executed on April 2, 2019 by and between Tacoma Power and Mashell Telecom Inc.

Section 8.5 Publicity. Notwithstanding anything to the contrary contained herein, no press release or similar public announcement or communication shall be made or caused to be made relating to this Agreement and the Transaction unless specifically approved in advance by both parties hereto, except that a Party hereto may issue any press release or make any public announcement or communication relating to this Agreement and the Transaction that may be required by any applicable Law (including any listing requirement) without such approval if, to the extent practicable, such Party has used commercially reasonable efforts to obtain the approval of the other Party before issuing such press release or making such public announcement or communication.

Section 8.6 Expenses. Except as otherwise expressly provided in this Agreement, whether or not the Transfer of Operational Control occurs, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

Section 8.7 Bulk Sales. Tacoma Power and Rainier agree to waive compliance with Article 6 of the Uniform Commercial Code as adopted in each of the jurisdictions in which any of the Related Surplus Assets are located to the extent that such Article is applicable to the transactions contemplated hereby.

Section 8.8 Governing Law. Any action related to this Agreement shall be governed the laws of the State of Washington (except that body of law controlling conflict of laws) and the United Nations Convention on the International Sale of Goods will not apply. Any suit or proceeding arising out of or relating to this Agreement will be brought in the applicable federal or state court located in Pierce County, Washington, and each Party irrevocably submits to the jurisdiction and venue of such courts.

Section 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

Section 8.10 Headings. The heading references herein and the table of contents hereof are for convenience purposes only, and shall not be deemed to limit or affect any of the provisions hereof.

Section 8.11 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 8.12 Confidentiality.

(a) Definition. “**Confidential Information**” means information concerning a Party’s (or its Affiliates’) products, plans, methods, processes, business opportunities, vendors, customers, finances, personnel and other information related to the business of such Party and the terms of this Agreement. “Confidential Information” does not include any information which: (a) the receiving Party rightfully knew before the disclosing Party disclosed it to the receiving Party; (b) has become publicly known through no wrongful act of the receiving Party; or (c) the receiving Party developed independently and without the use of any Confidential Information, as evidenced by appropriate documentation.

(b) Nondisclosure. All Confidential Information remains the property of the disclosing Party, and no license or other right in any Confidential Information is granted hereby. The receiving Party shall not disclose any Confidential Information to any third party or otherwise, and shall take all reasonable precautions to prevent its unauthorized dissemination, during the pendency of this Agreement. The receiving Party shall limit its internal distribution of Confidential Information to its employees and agents who have a need to know, and shall take steps to ensure that dissemination is so limited. The receiving Party shall not use any Confidential Information for its own benefit or for the benefit of anyone other than the disclosing Party. Upon disclosing Party’s written request, the receiving Party shall return to the disclosing Party all Confidential Information in the receiving Party’s custody or control. All information disclosing Party provides is provided “AS IS” and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

(c) Confidential or Proprietary Records Must be Marked. If Rainier provides Tacoma Power with records that Rainier considers confidential or proprietary, Rainier must mark all applicable pages of said record(s) as “Confidential” or “Proprietary.” If Rainier fails to so mark record(s), then (1) Tacoma Power, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) Rainier expressly waives its right to allege any kind of civil action or claim against Tacoma Power pertaining to the release of said record(s).

(d) Public Disclosure. This Agreement and documents provided to Tacoma Power by Rainier hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW ("**Public Records Act**"). Thus, Tacoma Power may be required, upon request, to disclose this Agreement and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event Tacoma Power receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Rainier has complied with the requirements herein to mark all content considered to be confidential or proprietary, Tacoma Power agrees to provide Rainier ten (10) days' written notice of impending release. Should legal action thereafter be initiated by Rainier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Rainier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. Tacoma Power shall not be liable for any release where notice was provided and Rainier took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Rainier according to the "Notices" provision herein.

Section 8.13 Time of Essence. Time is of the essence in this agreement and each provision hereof in which time of performance is established.

Section 8.14 No Gratuities. Tacoma Power shall not offer or give any Rainier employee or agent any gratuity, payment, or other personal benefit or inducement with a view toward securing business from Rainier or influencing the terms, conditions, or performance of this Agreement or any statement of work or purchase order.

Section 8.15 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Party will execute and deliver any additional documents and instruments and perform any additional acts that may be commercially reasonable, necessary, or appropriate, or reasonably requested by the other Party, to effectuate and perform the Parties' obligations under this Agreement and the transactions contemplated hereby.

Section 8.16 Non-Discrimination. Rainier agrees to take all steps necessary to comply with all federal, state, and Tacoma City laws and policies regarding non-discrimination and equal employment opportunities. Rainier shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by Rainier with any of the non-discrimination provisions of this Agreement, Tacoma Power shall be deemed to have cause to terminate this Agreement, in whole or in part.

Section 8.17 Relationship of the Parties. The relationship between the Parties will not be that of partners, agents, or joint venture parties for one another, and nothing contained in this Agreement will be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to, tax purposes. No employment relationship is created by this Agreement. Neither Party will make any commitment, by contract or otherwise, binding upon the other or represent that it has any authority to do so. In performing any of their obligations hereunder, each Party will be an independent contractor or independent Party and shall use its discretion in discharging its contractual obligations at its own risk.

Section 8.18 Conflict of Interest. No officer, employee, or agent of Tacoma Power, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Rainier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Rainier represents that it presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of Rainier's services and obligations hereunder. Rainier further covenants that, in performance of this Agreement, no person having any such interest shall be employed. Rainier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Agreement subjecting this Agreement to termination.

Section 8.19 Representation. Both Parties acknowledge that they have each been represented by counsel and this Agreement and every provision hereof has been freely and fairly negotiated. All provisions of this Agreement will be interpreted according to their fair meaning and will not be strictly construed against any Party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

CITY OF TACOMA, DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION, D/B/A TACOMA POWER

By: _____
Name: Jackie Flowers
Title Director of Utilities

MASHELL, INC., D/B/A RAINIER CONNECT

By: _____
Name: _____
Title _____

By: _____
Name: Elizabeth A. Pauli
Title City Manager

RAINIER CONNECT NORTH, LLC

By: _____
Name: _____
Title _____

By: _____
Name: Andrew Cherullo
Title Finance Director

APPROVED AS TO FORM:

By: _____
Name: _____
Title City Attorney

By: _____
Name: _____
Title Risk Manager

EXHIBIT 2
TRANSFEREES/ASSIGNEES

The Transferee/Assignee is Rainier Connect North, LLC.

The location of the Transferee/Assignee is 104 Washington Ave. N., Eatonville, WA 98328.

The jurisdiction of the Transferee/Assignee is Washington.

The date of formation is May 21, 2019.

The registered agent of the Transferee/Assignee is Richard A. Finnigan.

The address of the registered agent is 2112 Black Lake Blvd. SW, Olympia, WA 98512.

The Transferee/Assignee is for profit.

EXHIBIT 3

See the attached. Please note that this is confidential.

EXHIBIT 4
NARRATIVE DESCRIPTION OF QUALIFICATIONS OF
TECHNICAL QUALIFICATIONS

The Assignee's affiliate, Mashell Telecom, Inc. d/b/a Rainier Connect has operated a cable television system in Pierce County, Washington since 1996. It has all of the necessary employees and experience to operate a cable television system. The personnel that are involved in Mashell Telecom's operations will be involved in the operations of the Assignee. This includes management personnel, operations personnel, office personnel, and field personnel.

**CITY OF FIRCREST
RESOLUTION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON APPROVING THE TRANSFER OF THE NON-EXCLUSIVE FRANCHISE OF THE CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES, LIGHT DIVISION, CLICK! NETWORK, TO PROVIDE CABLE TELEVISION SERVICES TO RAINIER CONNECT NORTH, LLC.

WHEREAS, the City of Tacoma Department of Public Utilities, Light Division, Click! Network, and Rainier Connect North, LLC have entered into certain agreements to transfer operational control of the Tacoma Power Commercial Network, as defined therein, to Rainier Connect North, LLC and applied to transfer the franchise to offer cable TV services held by Click! Network to Rainier Connect North, LLC;

WHEREAS, it appears that Rainier Connect North, LLC is fully capable of performing the franchise requirements to provide cable television service to Fircrest citizens; and

WHEREAS, it appears that it is in the citizens best interest to allow the transfer of the franchise to occur; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON HEREBY RESOLVES AND DECIDES AS FOLLOWS:

Section 1. The request to transfer the cable television franchise from the City of Tacoma Department of Public Utilities, Light Division, Click! Network to Rainier Connect North, LLC is hereby approved, effective as set forth in Section 3 herein, and said franchise will upon such transfer remain in effect according to its terms substituting Rainier Connect North, LLC for the City of Tacoma Department of Public Utilities, Light Division, Click! Network.

Section 2. Effective with the date Rainier Connect North, LLC assumes control and operation of the Click! Network, the City of Tacoma Department of Public Utilities, Light Division, Click! Network is and shall be hereby relieved of any and all responsibilities under said franchise with Rainier Connect North, LLC adopting such franchise.

Section 3. This Resolution and approval shall take effect on the date that Rainier Connect North, LLC assumes control and operation of the Click! Network which date shall be evidenced by written notice to the City from Rainier Connect North, LLC and City of Tacoma, identifying the date transfer of operational control.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF FIRCREST, WASHINGTON, AT A REGULAR MEETING THEREOF THIS __ DAY OF _____, 20__.

Approved:



Westside Disposal Services, Inc.

Scott Pingel, City Manager
 City of Fircrest
 115 Ramsdell St.
 Fircrest, WA 98466

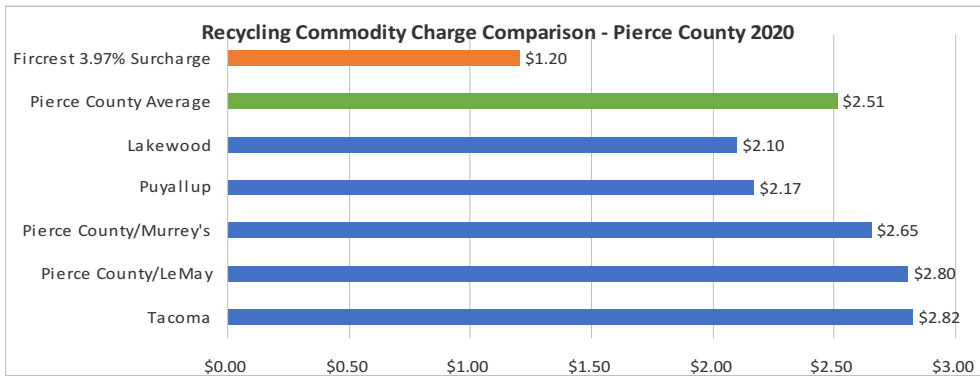
December 31, 2019

Re: Annual Rate Adjustment, disposal site fee increase, request for recycling commodity surcharge.

Dear Scott:

Enclosed you will find the following:

1. Letter from Pierce County for the disposal fee increase effective March 1, 2020. LRI will raise the rates from the current rate of \$164.34 to \$167.38 per ton, an increase of \$3.04 per ton, or 1.85%.
2. The Sept. – Sept. Consumer Price Index for figuring the Annual Rate Adjustment. The rate this year is 2.1 %. We then multiply that times 85% as allowed in the contract, resulting in an Annual Rate Adjustment of 1.79%.
3. An Excel Spreadsheet with the following:
 Schedule 1. – Worksheet showing the effect of disposal site fee increase and how it gets applied to each level of service.
 Schedule 2. – Worksheet showing how the Annual Rate Adjustment is calculated and added along with the disposal fee increase to determine the new rates.
 Schedule 3. - This shows the new “Schedule A” rates effective March 1, 2020. They are shown both with and without the 8.5% Fircrest Utility Tax and the 3.6% Washington State Refuse Collection Tax.
4. **Recycling Commodity Surcharge Request –**



As referenced in our current contract, we have always relied on the revenue from the sale of the commodities collected in our recycling programs to help offset cost of operations. Average annual revenues from such sales 2005 to 2017 were \$26,421 per year. In 2018 and 2019 **WE HAD TO PAY -\$32,307 & -\$47,767, respectively,** to take it to

the recycling facility. We are in the 3rd year of a severe negative global market phenomenon that has not occurred ever since we began offering recycling in 1988. We are asking for a 3.975% surcharge to be placed on all base rates for 12 months beginning March 1, 2020. This will recover over the next year only the amount that we had to pay to the recycling facility over the past year, or \$47,767. The cost to customers for the most popular residential garbage service, a 64 gallon cart picked up every-other week, would be \$1.20 per month..

Rate Sample (Taxes not included)

Garbage Service Level	Pickup Frequency	Current Rate 3-1-19	Proposed Rate 3-1-20	Adjustment Amount	Adjustment Percent	Recycling Commodity Surcharge 3.97%
12 gal garbage Toter	1 X per week	\$17.49	\$17.85	\$0.36	2.1%	\$0.71
24 gal garbage Toter	Every-other wk	\$16.26	\$16.59	\$0.33	2.0%	\$0.66
64 gal garbage Toter	Every-other wk	\$29.48	\$30.08	\$0.60	2.0%	\$1.20
1 Yard Container	1 X per week	\$104.63	\$106.93	\$2.30	2.2%	\$4.25

Please contact us with any questions you may have regarding this. Thank you.

Sincerely,
 Neil Holden, Vice President
 Westside Disposal Services, Inc.

Neil Holden



October 14, 2019

John Rodgers, Division Manager
Pierce County Recycling Composting and Disposal LLC d/b/a LRI
17925 Meridian Street East
Puyallup, WA 98378

sent via E-Mail – paper copy will not follow

Subject: 2019-2020 Solid Waste Tipping Fees and Rate Setting Guidelines

Dear Mr. Rodgers:

On behalf of Pierce County Executive Bruce F. Dammeier, on August 30, 2019, I notified the County Council by letter of a proposed solid waste tipping fee increase. This proposal – prepared jointly by the Department and PCRCO dba LRI (the Company) and authorized by the County Executive – contained an increase of \$3.04 per ton, for a new tipping fee of \$167.38 per ton effective March 1, 2020.

Paragraph 16.11 of the Waste Handling Agreement outlines the Council's review process:

“...the County Council may hold a public hearing regarding the consistency of the proposed increase with the terms of this Agreement. If the County Council objects to the proposed increase on the grounds that the proposed increase is inconsistent with the terms of the Agreement, and such objection occurs within thirty (30) calendar days of receiving the County Executive's report, the County Council may request the County Executive and the Company to withdraw and resubmit the proposal.”

The Pierce County Council took no action in response to the letter.

The 2020 rate proposal is approved as submitted, subject to further County Council action relating to review and adoption of the 2020-21 Pierce County budget. If any changes are required as a result of budgetary review, the Planning and Public Works Department will contact you shortly after the budget is adopted, to discuss the changes made to the 2020 tipping fee.

Please contact me if you have any questions.

Respectfully,

Ryan Dicks

Sustainable Resources Administrator

Attachment: 2020 Rate Setting Guidelines

cc: Dennis Hanberg, Director, Planning and Public Works Department
Gary Robinson, Director, Finance Department
Toby Rickman, Deputy Director, Planning and Public Works
Kim Burnett, Acting Business and Financial Operations Manager, Planning and Public Works
Jim Dickman, Budget Manager, Finance Department
Michele Quinones, Senior Budget Analyst, Finance Department
Rick Johnston, Project Coordinator, Planning and Public Works
Chris Brown, Management Analyst, Planning and Public Works
Neil Holden, University Place Refuse
Matt O'Connell, Waste Connection



CONSUMER PRICE INDEXES PACIFIC CITIES AND U. S. CITY AVERAGE SEPTEMBER 2019

(All items indexes. 1982-84=100 unless otherwise noted. Not seasonally adjusted.)

	All Urban Consumers (CPI-U)						Urban Wage Earners and Clerical Workers (CPI-W)					
	Indexes			Percent Change			Indexes			Percent Change		
	Sep 2018	Aug 2019	Sep 2019	Year ending Aug 2019	Year ending Sep 2019	1 Month ending Sep 2019	Sep 2018	Aug 2019	Sep 2019	Year ending Aug 2019	Year ending Sep 2019	1 Month ending Sep 2019
MONTHLY DATA												
U. S. City Average.....	252.439	256.558	256.759	1.7	1.7	0.1	246.565	250.112	250.251	1.5	1.5	0.1
West.....	265.105	271.264	272.102	2.6	2.6	0.3	256.950	262.416	263.328	2.4	2.5	0.3
West - Size Class A ¹	273.414	279.891	281.350	2.7	2.9	0.5	263.373	269.231	270.931	2.5	2.9	0.6
West - Size Class B/C ²	154.158	157.654	157.738	2.5	2.3	0.1	153.998	157.134	157.260	2.3	2.1	0.1
Mountain ³	102.812	105.477	105.822	2.9	2.9	0.3	103.344	105.678	105.885	2.6	2.5	0.2
Pacific ³	103.090	105.382	105.701	2.5	2.5	0.3	103.100	105.239	105.669	2.3	2.5	0.4
Los Angeles-Long Beach-Anaheim, CA.....	268.032	274.579	276.054	3.0	3.0	0.5	258.246	264.687	266.517	2.9	3.2	0.7
BI-MONTHLY DATA (Published for odd months)												
Riverside-San Bernardino-Ontario, CA ³	103.241	105.816	106.412	2.6	3.1	0.6	103.109	105.815	106.473	2.6	3.3	0.6
San Diego-Carlsbad, CA.....	295.883	299.333	301.033	1.4	1.7	0.6	280.827	281.391	284.107	0.8	1.2	1.0
Urban Hawaii.....	279.113	281.928	282.106	1.6	1.1	0.1	275.861	278.099	278.876	1.6	1.1	0.3
BI-MONTHLY DATA (Published for even months)												
Phoenix-Mesa-Scottsdale, AZ ⁴	139.554	142.997	143.760	2.2	3.0	0.5	138.241	141.580	142.070	2.3	2.8	0.3
San Francisco-Oakland-Hayward, CA.....	287.664	295.259	295.490	3.2	2.7	0.1	281.536	288.581	288.514	3.0	2.5	0.0
Seattle-Tacoma-Bellevue, WA.....	271.625	278.631	280.286	2.3	3.2	0.6	267.757	273.488	274.520	1.7	2.5	0.4
Urban Alaska.....	228.716	234.179	230.406	2.5	0.7	-1.6	224.691	229.121	226.667	2.1	0.9	-1.1

¹ Population over 2,500,000 ² Population 2,500,000 and under, Dec 1996 = 100 ³ Dec 2017=100 ⁴ Dec 2001=100

NOTE: In January 2018, BLS introduced a new geographic area sample for the Consumer Price Index (CPI): www.bls.gov/regions/west/factsheet/2018cpirevisionwest.pdf
1967=100 base year indexes and historical tables including semiannual and annual average data are available at: www.bls.gov/regions/west/data/cpi_tables.pdf

Release date October 10, 2019. The next release date is scheduled for November 13, 2019. For questions, please contact us at BL-SinfoSF@bls.gov or (415) 625-2270.

City of Fircrest - Westside Disposal Contract												
Schedule 1. - Effect of Disposal Site Fee Increase - Effective Date March 1, 2020												11/15/2019
Proposed new L.R.I. disposal rate per ton effective March 1, 2020										\$ 167.38		
Current L.R.I. disposal rate per ton effective 3-1-2019										- \$ 164.34		
Proposed L.R.I. rate change per ton										\$ 3.040		
Wa. State Business & Occupation Tax 1.50%										+ \$ 0.046		
Subtotal										\$ 3.086		
Wa. State Refuse Collection Tax 3.60%										\$ 0.111		
Fircrest 8.5% Utility Tax 8.50%										+ \$ 0.262		
Total										\$ 3.459	per ton difference, all taxes included	additional amount to be added to
Toter Service												Schedule A' rates for disposal rate increase
Service Level	Pickup Freq.	# of cust. October 2019	WUTC can wts. in lbs. per pickup	pickups per month	WUTC lbs. per cust. per month	total WUTC lbs all cust. per month	actual lbs. all cust. per month	actual lbs. per cust. per month	per cust. per month as a % of a ton	actual lbs.		
column #		a	b	c	d	e	f	g	h		i	
formula					(b*c)	(a*d)	(e* 75.17%)	(d* 75.17%)	(g/2000)		(h*\$3.459)	
1	12 gal. Gray Toter	W 1%	24	16	4.333	69.33	1,664	1,251	52	2.60%	\$ 0.09	
1	24 gal. Brown Toter	EOW 9%	210	31	2.167	67.17	14,105	10,603	50	2.50%	\$ 0.09	
1	24 gal. Gray Toter	W 2%	60	27	4.333	116.99	7,019	5,277	88	4.40%	\$ 0.15	
1	48 gal. Brown Toter	EOW 15%	360	58	2.167	125.67	45,240	34,008	94	4.70%	\$ 0.16	
1	48 gal. Gray Toter	W 10%	237	43	4.333	186.32	44,158	33,195	140	7.00%	\$ 0.24	
1	64 gal. Brown Toter	EOW 31%	764	68	2.167	147.32	112,554	84,610	111	5.55%	\$ 0.19	
1	64 gal. Gray Toter	W 28%	669	47	4.333	203.65	136,243	102,417	153	7.65%	\$ 0.27	
1	96 gal. Gray Toter	W 4%	103	68	4.333	294.64	30,348	22,814	221	11.05%	\$ 0.38	
Totals			100%	2427			391,331	294,175				
Yard Waste Toters			147%	3576								
1	32 gal. Occasional extra			34	1.00	34.00			31	1.55%	\$ 0.05	
Container Service (non-compacted)												
Service Level		# of cust. October 2019	WUTC container weights in lbs. per pickup	pickups per month	WUTC lbs. per cust. per month	total WUTC lbs all cust. per month	actual lbs. all cust. per month	actual lbs. per cust. per month	per cust. per month as a % of a ton	actual lbs.		
column #	j	k	l	m	n	o	p	q	r		s	
formula					(4.333*j)	(l*m)	(k*n)	(o* 75.17%)	(n* 75.17%)	(q/2000)	(h*\$3.459)	
1	1 yd. 1 X per wk.	16	175	4.333	758.28	12,132	9,120	570	28.50%	\$ 0.99		
1	1 yd. 2 X per wk.	1	175	8.667	1516.73	1,517	1,140	1,140	57.00%	\$ 1.97		
1	1 yd. 3 X per wk.	0	175	13.000	2275.00	0	0	1,710	85.50%	\$ 2.96		
1	1 yd. 4 X per wk.	0	175	17.333	3033.28	0	0	2,280	114.00%	\$ 3.94		
1	1 yd. 5 X per wk.	0	175	21.667	3791.73	0	0	2,850	142.50%	\$ 4.93		
1.5	1.5 yd. 1 X per wk.	17	250	4.333	1083.25	18,415	13,843	814	40.70%	\$ 1.41		
1.5	1.5 yd. 2 X per wk.	21	250	8.667	2166.75	45,502	34,205	1,629	81.45%	\$ 2.82		
1.5	1.5 yd. 3 X per wk.	0	250	13.000	3250.00	0	0	2,443	122.15%	\$ 4.23		
1.5	1.5 yd. 4 X per wk.	0	250	17.333	4333.25	0	0	3,257	162.85%	\$ 5.63		
1.5	1.5 yd. 5 X per wk.	0	250	21.667	5416.75	0	0	4,072	203.60%	\$ 7.04		
2	2 yd. 1 X per wk.	12	324	4.333	1403.89	16,847	12,664	1,055	52.75%	\$ 1.83		
2	2 yd. 2 X per wk.	7	324	8.667	2808.11	19,657	14,777	2,111	105.55%	\$ 3.65		
2	2 yd. 3 X per wk.	4	324	13.000	4212.00	16,848	12,665	3,166	158.30%	\$ 5.48		
2	2 yd. 4 X per wk.	0	324	17.333	5615.89	0	0	4,222	211.10%	\$ 7.30		
2	2 yd. 5 X per wk.	0	324	21.667	7020.11	0	0	5,277	263.85%	\$ 9.13		
3	3 yd. 1 X per wk.	0	473	4.333	2049.51	0	0	1,541	77.05%	\$ 2.67		
3	3 yd. 2 X per wk.	0	473	8.667	4099.49	0	0	3,082	154.10%	\$ 5.33		
3	3 yd. 3 X per wk.	0	473	13.000	6149.00	0	0	4,622	231.10%	\$ 7.99		
3	3 yd. 4 X per wk.	0	473	17.333	8198.51	0	0	6,163	308.15%	\$ 10.66		
3	3 yd. 5 X per wk.	0	473	21.667	10248.49	0	0	7,704	385.20%	\$ 13.32		
4	4 yd. 1 X per wk.	2	613	4.333	2656.13	5,312	3,993	1,997	99.85%	\$ 3.45		
4	4 yd. 2 X per wk.	0	613	8.667	5312.87	0	0	3,994	199.70%	\$ 6.91		
4	4 yd. 3 X per wk.	0	613	13.000	7969.00	0	0	5,991	299.55%	\$ 10.36		
4	4 yd. 4 X per wk.	0	613	17.333	10625.13	0	0	7,987	399.35%	\$ 13.81		
4	4 yd. 5 X per wk.	0	613	21.667	13281.87	0	0	9,984	499.20%	\$ 17.27		
6	6 yd. 1 X per wk.	8	840	4.333	3639.72	29,118	21,889	2,736	136.80%	\$ 4.73		
6	6 yd. 2 X per wk.	0	840	8.667	7280.28	0	0	5,473	273.65%	\$ 9.47		
6	6 yd. 3 X per wk.	1	840	13.000	10920.00	10,920	8,209	4,104	410.45%	\$ 14.20		
6	6 yd. 4 X per wk.	0	840	17.333	14559.72	0	0	10,945	547.25%	\$ 18.93		
6	6 yd. 5 X per wk.	0	840	21.667	18200.28	0	0	13,682	684.10%	\$ 23.66		
Total			89			176,268	132,505					
Total lbs. all toter and container weights combined						567,598	426,680	Pounds October 2019				
Total tons. all toter and container weights combined						283.80	213.34	Tons October 2019				
Ratio						100%	75.17%					
Note: W = Weekly pickup, EOW = Every-other week pickup												

City of Fircrest - Westside Disposal Contract													
Urban Wage Earners and Clerical Worker's Consumer Price Index - West B/C Sep-Sep CPI-W =										2.1%			
Schedule 2. - Annual Rate Adjustment and Dump Fee Increase Eff										X 85% = 1.79%			
										12/30/2019			
Garbage, Recycling and Yard Waste Collection													
				Current	Basis Rates	Add for	Add for	Monthly	Less	Less	Monthly	Difference	Percent
								Rates	8.50%	3.6% Wa.	Rates	Difference	Change
		Initial	Rates-taxes	for	Annual	Annual	dump fee	Taxes	Fircrest	State	without	From prior	From prior
								Included	Utility	Refuse	taxes	Included	Year
		Service	Included	Annual	Rate	Rate	increase	Included	Utility	Refuse	taxes	Included	Year
		Date	effective	Rate	Adjustment	Effective	Effective	effective	Tax	Coll. Tax	3/1/2020		
			3/1/2019	Adjustment	1.79%	3/1/2020	3/1/2020						
Type of Service													
12 gal. Garbage Toter, curb	weekly	3/1/2007	\$ 19.60	\$ 17.60	\$ 0.31	\$ 0.09	\$ 20.01	\$ (1.52)	\$ (0.64)	\$ 17.85	\$ 0.40	2.0%	
24 gal. Garbage Toter, curb	every-other week	3/1/2007	\$ 18.23	\$ 16.30	\$ 0.29	\$ 0.09	\$ 18.60	\$ (1.41)	\$ (0.60)	\$ 16.59	\$ 0.37	2.0%	
24 gal. Garbage Toter, curb	weekly	3/1/2007	\$ 28.70	\$ 25.37	\$ 0.45	\$ 0.15	\$ 29.31	\$ (2.22)	\$ (0.94)	\$ 26.14	\$ 0.60	2.1%	
48 gal. Garbage Toter, curb	every-other week	3/1/2005	\$ 26.46	\$ 22.46	\$ 0.40	\$ 0.16	\$ 27.02	\$ (2.05)	\$ (0.87)	\$ 24.10	\$ 0.56	2.1%	
48 gal. Garbage Toter, curb	weekly	3/1/2007	\$ 39.87	\$ 34.50	\$ 0.62	\$ 0.24	\$ 40.74	\$ (3.09)	\$ (1.31)	\$ 36.34	\$ 0.87	2.2%	
64 gal. Garbage Toter, curb	every-other week	6/1/1998	\$ 33.05	\$ 27.02	\$ 0.48	\$ 0.19	\$ 33.72	\$ (2.56)	\$ (1.08)	\$ 30.08	\$ 0.67	2.0%	
64 gal. Garbage Toter, curb	weekly	8/1/2000	\$ 46.71	\$ 38.13	\$ 0.68	\$ 0.27	\$ 47.66	\$ (3.61)	\$ (1.53)	\$ 42.52	\$ 0.95	2.0%	
96 gal. Garbage Toter, curb	weekly	8/1/2000	\$ 61.21	\$ 48.60	\$ 0.87	\$ 0.38	\$ 62.47	\$ (4.74)	\$ (2.01)	\$ 55.72	\$ 1.25	2.0%	
Off-curb Garbage Charge (add to toter rate above) per toter													
Up to 50' off-curb		6/1/1998	\$ 9.05	\$ 9.05	\$ 0.16		\$ 9.21	\$ (0.70)	\$ (0.30)	\$ 8.22	\$ 0.16	1.8%	
Up to 100' off-curb		6/1/1998	\$ 12.90	\$ 12.90	\$ 0.23		\$ 13.13	\$ (1.00)	\$ (0.42)	\$ 11.71	\$ 0.23	1.8%	
Over 100' off-curb		6/1/1998	\$ 18.07	\$ 18.07	\$ 0.32		\$ 18.39	\$ (1.39)	\$ (0.59)	\$ 16.40	\$ 0.32	1.8%	
Occasional Extra Garbage Tags:		6/1/1998	\$ 8.52	\$ 7.10	\$ 0.13	\$ 0.05	\$ 8.80	\$ (0.67)	\$ (0.28)	\$ 7.85	\$ 0.28	3.3%	
Yard Waste Toter, 64 or 96 gal., per unit		3/1/2012	\$ 4.89	\$ 4.89	\$ 0.09		\$ 4.98	\$ (0.38)	\$ (0.16)	\$ 4.44	\$ 0.09	1.8%	
Customer stop and restart fee:		6/1/1998	\$ 14.73	\$ 14.73	\$ 0.26		\$ 14.99	\$ (1.14)	\$ (0.48)	\$ 13.37	\$ 0.26	1.8%	
Toter redelivery fee		3/1/2012	\$ 14.73	\$ 14.73	\$ 0.26		\$ 14.99	\$ (1.14)	\$ (0.48)	\$ 13.37	\$ 0.26	1.8%	
Return trip charge:		6/1/1998	\$ 14.73	\$ 14.73	\$ 0.26		\$ 14.99	\$ (1.14)	\$ (0.48)	\$ 13.37	\$ 0.26	1.8%	
Special pickups (requiring a special trip), per pickup													
12 gal. garbage toter		3/1/2007	\$ 16.87	\$ 16.40	\$ 0.29	\$ 0.02	\$ 17.18	\$ (1.30)	\$ (0.55)	\$ 15.33	\$ 0.31	1.9%	
24 gal. garbage toter		3/1/2007	\$ 19.06	\$ 18.12	\$ 0.32	\$ 0.04	\$ 19.42	\$ (1.47)	\$ (0.62)	\$ 17.32	\$ 0.36	1.9%	
48 gal. garbage toter		3/1/2007	\$ 22.54	\$ 20.64	\$ 0.37	\$ 0.08	\$ 22.98	\$ (1.74)	\$ (0.74)	\$ 20.50	\$ 0.44	2.0%	
64 gal. garbage toter		6/1/1998	\$ 28.31	\$ 25.00	\$ 0.45	\$ 0.11	\$ 28.87	\$ (2.19)	\$ (0.93)	\$ 25.75	\$ 0.56	2.0%	
96 gal. garbage toter		8/1/2000	\$ 36.75	\$ 32.09	\$ 0.57	\$ 0.17	\$ 37.47	\$ (2.84)	\$ (1.20)	\$ 33.43	\$ 0.72	2.0%	
64 & 96 gal. yard waste toter		6/1/1998	\$ 17.65	\$ 17.65	\$ 0.32		\$ 17.97	\$ (1.36)	\$ (0.58)	\$ 16.03	\$ 0.32	1.8%	
Extra on-route, off-week pickups (not requiring a special trip), per pickup													
- applies only to every-other week customers													
24 gal. garbage toter		3/1/2007	\$ 5.52	\$ 4.58	\$ 0.08	\$ 0.04	\$ 5.64	\$ (0.43)	\$ (0.18)	\$ 5.03	\$ 0.12	2.1%	
48 gal. garbage toter		3/1/2007	\$ 10.40	\$ 8.50	\$ 0.15	\$ 0.08	\$ 10.62	\$ (0.80)	\$ (0.34)	\$ 9.47	\$ 0.22	2.1%	
64 gal. garbage toter		3/1/2007	\$ 13.74	\$ 11.23	\$ 0.20	\$ 0.11	\$ 14.05	\$ (1.07)	\$ (0.45)	\$ 12.53	\$ 0.31	2.2%	
Commercial Containers(non-compacted) - multiply rate X number of pickups per week													
1 yd.		6/1/1998	\$ 117.29	\$ 88.86	\$ 1.59	\$ 0.99	\$ 119.87	\$ (9.09)	\$ (3.85)	\$ 106.93	\$ 2.58	2.2%	
1.5 yd.		6/1/1998	\$ 157.34	\$ 116.75	\$ 2.08	\$ 1.41	\$ 160.83	\$ (12.19)	\$ (5.16)	\$ 143.47	\$ 3.49	2.2%	
2 yd.		6/1/1998	\$ 195.62	\$ 143.06	\$ 2.55	\$ 1.83	\$ 200.01	\$ (15.17)	\$ (6.42)	\$ 178.42	\$ 4.38	2.2%	
3 yd.		3/1/2007	\$ 295.20	\$ 236.00	\$ 4.21	\$ 2.67	\$ 302.07	\$ (22.90)	\$ (9.70)	\$ 269.47	\$ 6.88	2.3%	
4 yd.		3/1/2007	\$ 364.53	\$ 287.81	\$ 5.14	\$ 3.45	\$ 373.11	\$ (28.29)	\$ (11.98)	\$ 332.84	\$ 8.58	2.4%	
6 yd.		3/1/2007	\$ 548.37	\$ 443.24	\$ 7.91	\$ 4.73	\$ 561.01	\$ (42.54)	\$ (18.02)	\$ 500.46	\$ 12.64	2.3%	
Special, Occasional and Return trip Pickups, per pickup													
1 yd.		6/1/1998	\$ 35.18	\$ 29.14	\$ 0.52	\$ 0.25	\$ 35.94	\$ (2.73)	\$ (1.15)	\$ 32.06	\$ 0.77	2.2%	
1.5 yd.		6/1/1998	\$ 45.11	\$ 36.17	\$ 0.65	\$ 0.35	\$ 46.11	\$ (3.50)	\$ (1.48)	\$ 41.13	\$ 1.00	2.2%	
2 yd.		6/1/1998	\$ 55.25	\$ 43.68	\$ 0.78	\$ 0.46	\$ 56.48	\$ (4.28)	\$ (1.81)	\$ 50.39	\$ 1.23	2.2%	
3 yd.		3/1/2007	\$ 75.79	\$ 61.51	\$ 1.10	\$ 0.67	\$ 77.56	\$ (5.88)	\$ (2.49)	\$ 69.18	\$ 1.77	2.3%	
4 yd.		3/1/2007	\$ 95.71	\$ 77.21	\$ 1.38	\$ 0.86	\$ 97.95	\$ (7.43)	\$ (3.15)	\$ 87.38	\$ 2.23	2.3%	
6 yd.		3/1/2007	\$ 134.66	\$ 109.31	\$ 1.95	\$ 1.18	\$ 137.79	\$ (10.45)	\$ (4.42)	\$ 122.91	\$ 3.13	2.3%	
Multi-family recycling charge, per unit:		6/1/1998	\$ 6.54	\$ 6.54	\$ 0.12		\$ 6.66	\$ (0.50)	\$ (0.21)	\$ 5.94	\$ 0.12	1.8%	
Rear load truck & driver		6/1/1998	\$ 116.31	\$ 116.31	\$ 2.08		\$ 118.39	\$ (8.98)	\$ (3.80)	\$ 105.61	\$ 2.08	1.8%	
Each additional man:		6/1/1998	\$ 50.04	\$ 50.04	\$ 0.89		\$ 50.93	\$ (3.86)	\$ (1.64)	\$ 45.43	\$ 0.89	1.8%	
Note: Westside Disposal didn't request the rate increase that would have become effective 3-1-2016.													

City of Fircrest - Westside Disposal Contract						
Schedule 3. - Annual Rate Adjustment and Dump Fee Increase Effective 3-01-20						
						11/20/2019
Garbage, Recycling and Yard Waste Collection						
		Monthly	Less	Less	Monthly	
		Rates	8.50%	3.6% Wa.	Rates	
		effective	Fircrest	State	Effective	
		31/12/2020	Utility	Refuse	3/1/2020	
		Taxes	Tax	Coll. Tax	without	
		Included			taxes	
Type of Service						
12 gal. Garbage Toter, curb	weekly	\$ 20.01	\$ (1.52)	\$ (0.64)	\$ 17.85	
24 gal. Garbage Toter, curb	every-other week	\$ 18.60	\$ (1.41)	\$ (0.60)	\$ 16.59	
24 gal. Garbage Toter, curb	weekly	\$ 29.31	\$ (2.22)	\$ (0.94)	\$ 26.14	
48 gal. Garbage Toter, curb	every-other week	\$ 27.02	\$ (2.05)	\$ (0.87)	\$ 24.10	
48 gal. Garbage Toter, curb	weekly	\$ 40.74	\$ (3.09)	\$ (1.31)	\$ 36.34	
64 gal. Garbage Toter, curb	every-other week	\$ 33.72	\$ (2.56)	\$ (1.08)	\$ 30.08	
64 gal. Garbage Toter, curb	weekly	\$ 47.66	\$ (3.61)	\$ (1.53)	\$ 42.52	
96 gal. Garbage Toter, curb	weekly	\$ 62.47	\$ (4.74)	\$ (2.01)	\$ 55.72	
Off-curb Garbage Charge (add to toter rate above) per toter						
Up to 50' off-curb		\$ 9.21	\$ (0.70)	\$ (0.30)	\$ 8.22	
Up to 100' off-curb		\$ 13.13	\$ (1.00)	\$ (0.42)	\$ 11.71	
Over 100' off-curb		\$ 18.39	\$ (1.39)	\$ (0.59)	\$ 16.40	
Occasional Extra Garbage Tags:		\$ 8.80	\$ (0.67)	\$ (0.28)	\$ 7.85	
Yard Waste Toter, 64 or 96 gal., per unit		\$ 4.98	\$ (0.38)	\$ (0.16)	\$ 4.44	
Customer stop and restart fee:		\$ 14.99	\$ (1.14)	\$ (0.48)	\$ 13.37	
Toter redelivery fee		\$ 14.99	\$ (1.14)	\$ (0.48)	\$ 13.37	
Return trip charge:		\$ 14.99	\$ (1.14)	\$ (0.48)	\$ 13.37	
Special pickups (requiring a special trip), per pickup						
12 gal. garbage toter		\$ 17.18	\$ (1.30)	\$ (0.55)	\$ 15.33	
24 gal. garbage toter		\$ 19.42	\$ (1.47)	\$ (0.62)	\$ 17.32	
48 gal. garbage toter		\$ 22.98	\$ (1.74)	\$ (0.74)	\$ 20.50	
64 gal. garbage toter		\$ 28.87	\$ (2.19)	\$ (0.93)	\$ 25.75	
96 gal. garbage toter		\$ 37.47	\$ (2.84)	\$ (1.20)	\$ 33.43	
64 & 96 gal. yard waste toter		\$ 17.97	\$ (1.36)	\$ (0.58)	\$ 16.03	
Extra on-route, off-week pickups (not requiring a special trip), per pickup						
- applies only to every-other week customers						
24 gal. garbage toter		\$ 5.64	\$ (0.43)	\$ (0.18)	\$ 5.03	
48 gal. garbage toter		\$ 10.62	\$ (0.80)	\$ (0.34)	\$ 9.47	
64 gal. garbage toter		\$ 14.05	\$ (1.07)	\$ (0.45)	\$ 12.53	
Commercial Containers (non-compacted) - multiply rate times number of pickups per week						
1 yd.		\$ 119.87	\$ (9.09)	\$ (3.85)	\$ 106.93	
1.5 yd.		\$ 160.83	\$ (12.19)	\$ (5.16)	\$ 143.47	
2 yd.		\$ 200.01	\$ (15.17)	\$ (6.42)	\$ 178.42	
3 yd.		\$ 302.07	\$ (22.90)	\$ (9.70)	\$ 269.47	
4 yd.		\$ 373.11	\$ (28.29)	\$ (11.98)	\$ 332.84	
6 yd.		\$ 561.01	\$ (42.54)	\$ (18.02)	\$ 500.46	
Special, Occasional and Return trip Pickups, per pickup						
1 yd.		\$ 35.94	\$ (2.73)	\$ (1.15)	\$ 32.06	
1.5 yd.		\$ 46.11	\$ (3.50)	\$ (1.48)	\$ 41.13	
2 yd.		\$ 56.48	\$ (4.28)	\$ (1.81)	\$ 50.39	
3 yd.		\$ 77.56	\$ (5.88)	\$ (2.49)	\$ 69.18	
4 yd.		\$ 97.95	\$ (7.43)	\$ (3.15)	\$ 87.38	
6 yd.		\$ 137.79	\$ (10.45)	\$ (4.42)	\$ 122.91	
Multi-family recycling charge, per unit:		\$ 6.66	\$ (0.50)	\$ (0.21)	\$ 5.94	
Rear load truck & driver		\$ 118.39	\$ (8.98)	\$ (3.80)	\$ 105.61	
Each additional man:		\$ 50.93	\$ (3.86)	\$ (1.64)	\$ 45.43	

Westside Disposal, Inc.

12/20/2019

Recycling Commodity Surcharge Calculation

**12 Months
Nov 2018 - Oct 2019**

Customer Revenues		\$	1,220,015.41	100%
Commingled Recycling Charge (amount paid to recycling facility 2019)			-\$47,766.74	-3.92%
Wa. State B&O Tax 1.5%	1.50%	1.5228%	-\$727.41	
Requested Surcharge amount			-\$48,494.15	-3.975%

Effect of Surcharge to common Service

	Rate w/o taxes	Requested -3.975% Recycling 3/1/2020 Surcharge
64 Gal Garbage Cart 1X every-other week	\$30.08	-\$1.20

AGENDA REPORT

FOR: City Council December 4, 2019
TO: Dave Zabell, City Manager Special Meeting: 12/9/19
FROM: Dave Zabell, City Manager
Executive
SUBJECT: Resolution Related to Refugee Resettlement (EO 13888)

I. REFERENCE(S):

Exhibit A - Executive Order 13888
Exhibit B - Department of Social and Health Services Letter
Exhibit C - Signed Gov. Inslee Consent Letter
Exhibit D - DSHS FAQ
Exhibit E - Resolution - Refugee Resettlement

II. ACTION REQUESTED OF COUNCIL / STAFF RECOMMENDATIONS:

MOTION: I move to approve Resolution No. _____, declaring an intent to grant consent for the relocation of refugees within municipal boundaries per United States Executive Order 13888.

III. FISCAL IMPACT:

N/A

IV. HISTORY AND FACTS BRIEF:

This is an unusual circumstance where a longstanding federal program, coordinated through the states, has been modified by a Presidential Executive Order requiring consideration and action of the City Council in order for that program to continue within the community.

The U.S. Office of Refugee Resettlement (ORR) has historically been tasked to make geographical resettlement determinations for the resettlement of refugees. In doing so, the ORR has had the option to consult with and take into account the recommendations of the state and local governments when deciding where to settle refugees; however, states and localities were not authorized to determine the placement of refugees.

On Sept. 26, 2019, President Trump issued Executive Order (EO) 13888 (Exhibit A), entitled [Enhancing State and Local Involvement in Refugee Resettlement](#). The EO pertains to the “resettlement refugees into American communities” and establishes a federal policy requiring the United States government to cooperate and consult with State and local governments on the matter of resettlement. The stated intent of the EO is to:

- Provide for close cooperation with State and local governments to ensure that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force.
- That the Federal Government consult with State and local governments not only to identify the best environments for refugees, but also to be respectful of those communities that may not be able to accommodate refugee resettlement.
- Limit the Federal Government to resettlement of refugees only in those jurisdictions in which both the State and local governments have consented to receive refugees under the Department of State’s Reception and Placement Program (Program).
- Requires the Secretary of Health and Human Services to develop and implement a process to determine whether the State and locality both consent, in writing, to the resettlement of refugees within the State and locality, before refugees are resettled within that State and locality under the Program.

The Washington State Department of Social and Health Services Office of Refugee & Immigrant Assistance coordinates with the ORR and with refugee resettlement agencies in the State to facilitate the relocation refugees into the State and to coordinate services intended to facilitate those refugees being relocated through the program.

The City was recently contacted by letter (Exhibit B) and email from DSHS alerting the City to the new requirements stemming from the EO and to offer assistance in responding.

At the State level, Governor Inslee has signed the consent form on behalf of the State of Washington (Exhibit C). Further, the State, through DSHS, is undertaking an effort to ensure that all localities that have "participated" in initial refugee resettlement in the past can remain eligible to continue that participation in the future. Because of the timelines provided for the EO, to avoid a gap in eligibility in the program, the Council would need to act prior to December 20, 2019.

In an effort to inform the Council and public, staff contacted DSHS staff, requested additional information about the program and experience within the region. Council received an overview of the program from Sarah Peterson, Washington State Refugee

Coordinator at the November 25 Workshop meeting.

V. DISCUSSION:

Based on the information received, Council directed staff to prepare a resolution declaring Council's consent to the relocation of refugees within Pasco municipal boundaries; provided adequate support systems exist to assure the success of program participants, local resources would not need to be allocated to the accommodate program impacts and the Council is provided an annual update on program activities.

The proposed resolution is attached as Exhibit E. Staff recommends Council approve the attached resolution to avoid a gap in eligibility of the program.

Presidential Documents

Executive Order 13888 of September 26, 2019

Enhancing State and Local Involvement in Refugee Resettlement

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Purpose. In resettling refugees into American communities, it is the policy of the United States to cooperate and consult with State and local governments, to take into account the preferences of State governments, and to provide a pathway for refugees to become self-sufficient. These policies support each other. Close cooperation with State and local governments ensures that refugees are resettled in communities that are eager and equipped to support their successful integration into American society and the labor force.

The Federal Government consults with State and local governments not only to identify the best environments for refugees, but also to be respectful of those communities that may not be able to accommodate refugee resettlement. State and local governments are best positioned to know the resources and capacities they may or may not have available to devote to sustainable resettlement, which maximizes the likelihood refugees placed in the area will become self-sufficient and free from long-term dependence on public assistance. Some States and localities, however, have viewed existing consultation as insufficient, and there is a need for closer coordination and a more clearly defined role for State and local governments in the refugee resettlement process. My Administration seeks to enhance these consultations.

Section 6(d) of Executive Order 13780 of March 6, 2017 (Protecting the Nation from Foreign Terrorist Entry into the United States), directed the Secretary of State to determine the extent to which, consistent with applicable law, State and local jurisdictions could have greater involvement in the process of determining the placement or resettlement of refugees in their jurisdictions, and to devise a proposal to promote such involvement.

I have consulted with the Secretary of State and determined that, with limited exceptions, the Federal Government, as an exercise of its broad discretion concerning refugee placement accorded to it by the Constitution and the Immigration and Nationality Act, should resettle refugees only in those jurisdictions in which both the State and local governments have consented to receive refugees under the Department of State's Reception and Placement Program (Program).

Sec. 2. Consent of States and Localities to the Placement of Refugees. (a) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process to determine whether the State and locality both consent, in writing, to the resettlement of refugees within the State and locality, before refugees are resettled within that State and locality under the Program. The Secretary of State shall publicly release any written consents of States and localities to resettlement of refugees.

(b) Within 90 days of the date of this order, the Secretary of State and the Secretary of Health and Human Services shall develop and implement a process by which, consistent with 8 U.S.C. 1522(a)(2)(D), the State and the locality's consent to the resettlement of refugees under the Program

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is taken into account to the maximum extent consistent with law. In particular, that process shall provide that, if either a State or locality has not provided consent to receive refugees under the Program, then refugees should not be resettled within that State or locality unless the Secretary of State concludes, following consultation with the Secretary of Health and Human Services and the Secretary of Homeland Security, that failing to resettle refugees within that State or locality would be inconsistent with the policies and strategies established under 8 U.S.C. 1522(a)(2)(B) and (C) or other applicable law. If the Secretary of State intends to provide for the resettlement of refugees in a State or locality that has not provided consent, then the Secretary shall notify the President of such decision, along with the reasons for the decision, before proceeding.

(c) Subsection (b) of this section shall not apply to the resettlement of a refugee's spouse or child following to join that refugee pursuant to 8 U.S.C. 1157(c)(2)(A).

Sec. 3. General Provisions. (a) Nothing in this order shall be construed to impair or otherwise affect:

(i) the authority granted by law to an executive department or agency, or the head thereof; or

(ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.

(b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.

(c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.



THE WHITE HOUSE,
September 26, 2019.

Exhibit B



STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

Economic Services Administration
Office of Refugee and Immigrant Assistance
1700 East Cherry Street
Seattle, Washington 98122-466

November 12, 2019

Mayor Matt Watkins
525 N 3rd Avenue
Pasco, WA 99301
Email: watkinscouncil@pasco-wa.gov

Re: Local Consent for Refugee Resettlement and Executive Order 13888

Dear Mayor Matt Watkins:

I am the Washington State Refugee Coordinator and I oversee the Washington Office of Refugee & Immigrant Assistance at the Washington State Department of Social and Health Services. My role is to collaborate with refugee resettlement agencies in Washington and to coordinate services by investing resources into local communities. In fact, last year the Office of Refugee & Immigrant Assistance granted \$28 million to 60 different organizations across the state to provide a broad array of services that help people to get living wage jobs, learn English, and eventually to become U.S. citizens. In this capacity, I consult regularly with the broad network of elected officials, public servants, community and faith leaders, businesses, and non-profit organizations throughout Washington State who welcome refugees and assist in their resettlement and integration into our communities.

Welcoming refugees is an important part of who we are and what we do in Washington State, and we are stronger because of the value and vitality refugees bring as part of our communities and economies. I am grateful for your past participation in our state's critical work of refugee resettlement.

I write to you now to offer information and assistance in complying with Executive Order 13888, issued by the federal government on September 26, 2019. The Executive Order sets new procedures that the federal government, states, and localities must follow regarding resettlement of refugees who have legally been admitted to the United States by the federal government. One provision of the order adds a consent requirement upon states and localities as a condition precedent to receiving new refugees beginning in January of 2020.

Governor Inslee has signed the consent form on behalf of the State of Washington.

Now Local Government Executives must also sign consent forms in order to be eligible to participate in refugee resettlement in the future.

As the Washington State Refugee Coordinator, my goal is to ensure that all localities that have participated in initial refugee resettlement in the past can and will be eligible to continue that participation in the future.

This is the right thing to do – for our communities, economies, and the individuals who have been granted legal refugee status by the federal government – and is consistent with the principles set forth in the Washington Law Against Discrimination, RCW 49.60.030(1) and 49.60.222, that prohibit discrimination on the basis of race, ethnicity, religion, or national origin.

Attached is a template consent letter that I ask you fill out and return to me. I am helping to coordinate the submission of all responses for the State and its localities to the U.S. Department of State and to the eight non-profit refugee resettlement agencies located in communities across the state that will seek and coordinate the funding from the U.S. Department of State. Early submission of these consent letters will be one indicator of the cooperation and coordination that exists in Washington State that makes resettlement so successful in our communities.

Because I have the duty to organize this process, I ask that you please take action as soon as possible to meet the internal deadline we have set for compliance. In addition, because we will all be coordinating with the refugee resettlement agencies to prepare for and welcome new refugees in many other ways, as well, and I am attaching a list of these organizations for your information and because they may also be reaching out to you to provide additional information.

Please submit your consent letter to me at petersk@dshs.wa.gov on or before December 20, 2019.

I am happy to provide any support or answer any questions you may have about this process.

Sincerely yours,



Sarah Peterson
Washington State Refugee Coordinator

Sample consent language

[EXECUTIVE LETTERHEAD]

Secretary Michael R. Pompeo
U.S. Department of State
2201 C Street NW
Washington DC, 20520

[DATE]

Dear Secretary Pompeo:

This letter is in reference to Executive Order 13888, "*On Enhancing State and Local Involvement in Resettlement.*"

As [Governor/Mayor/Other Official] of [state/county/city], I consent to initial refugee resettlement in [state/county/city] as per the terms of the Executive Order.

Sincerely,

[NAME]

[POSITION]

CC:
Principal Deputy Assistant Secretary Carol T. O'Connell
Bureau of Population, Refugees, and Migration
U.S. Department of State

Sarah Peterson, Washington State Refugee Coordinator

Washington State Refugee Resettlement Agencies

Refugee Resettlement Agency	Contact Information
<p>Diocese of Olympia 1551 10th Ave E Seattle WA 98102 <i>National Affiliate:</i> Episcopal Migration Ministries (EMM) Website: http://www.ecww.org</p>	<p>Contact: Greg Hope Phone: (206) 323-3152 Email: greghope@earthlink.com</p>
<p>International Rescue Committee (IRC) 1200 S 192nd Street SeaTac, WA 98148 Website: www.rescue.org/us-program/us-seattle-wa</p>	<p>Contact: Nicky Smith Phone: (206) 623-2105 Email: nicky.smith@rescue.org</p>
<p>Jewish Family Services 841 Central Ave N, Suite 220 Kent, WA 98032 <i>*National Affiliate:</i> Hebrew Immigrant Aid Society (HIAS) Website: http://www.jfsseattle.org</p>	<p>Contact: Cordelia Revells Phone: (253) 850-4065 Email: crevells@jfsseattle.org</p>
<p>Lutheran Community Services Northwest 223 N Yakima Avenue Tacoma, WA 98403 <i>*National Affiliate:</i> Lutheran Immigration and Refugee Services (LIRS) Website: www.lcsnw.org</p>	<p>Contact: Mouammar Abouagila Phone: (253) 503-3437 Email: mabouagila@lcsnw.org</p>
<p>Lutheran Community Services Northwest 3600 Main Street, Suite 200 Vancouver, WA 98663 <i>*National Affiliate:</i> Lutheran Immigration and Refugee Services (LIRS) Website: www.lcsnw.org</p>	<p>Contact: Salah Ansary Phone: (360) 694-5624 Email: sansaray@lcsnw.org</p>
<p>World Relief 841 Central Avenue N, Suite C-106 Kent, WA 98032 Website: http://worldreliefseattle.org</p>	<p>Contact: Chitra Hanstad Phone: (253) 277-1121 Email: chanstad@wr.org</p>
<p>World Relief 1522 N Washington St #204 Spokane, WA 99201 Website: www.worldreliefspokane.org</p>	<p>Contact: Mark Finney Phone: (509) 232-2814 Email: mfinney@wr.org</p>
<p>World Relief 123 W 1st Avenue Kennewick, WA 99336 Website: http://worldrelieftricity.org</p>	<p>Contact: Kenneth Primus Phone: 509 734-5477 ext. 100 Email: KPrimus@wr.org</p>

Washington Unaccompanied Refugee Minor Programs

Refugee Resettlement Agency	Contact Information
<p style="text-align: center;">Catholic Community Services of Western Washington 1323 S. Yakima Avenue Tacoma, WA 98405 National Affiliate: US Conference of Catholic Bishops (USCCB) Website: https://ccsww.org</p>	<p>Contact: Dorothy McCabe Phone: 253 502-2663 Email: dorothym@ccsww.org</p>
<p style="text-align: center;">Lutheran Community Services Northwest Refugees Northwest 115 NE 100th St., Suite 200 Seattle, WA 98125 <i>*National Affiliate:</i> Lutheran Immigration and Refugee Services (LIRS) Website: www.lcsnw.org</p>	<p>Contact: Karen Danz Phone: 206 694-5707 Email: kdanz@lcsnw.org</p>
<p style="text-align: center;">Lutheran Community Services Northwest 210 W Sprague Ave, Spokane, WA 99201 <i>*National Affiliate:</i> Lutheran Immigration and Refugee Services (LIRS) Website: www.lcsnw.org</p>	<p>Contact: Shelly Hahn Phone: 509 343-5050 Email: shahn@lcsnw.org</p>

JAY INSLEE
Governor



STATE OF WASHINGTON
Office of the Governor

November 5, 2019

The Honorable Michael Pompeo
Secretary
U.S. Department of State
2201 C Street NW
Washington, DC 20230

RE: Consent for Refugee Resettlement Pursuant to Executive Order 13888

Dear Secretary Pompeo:

I write to affirm that the State of Washington wholeheartedly consents to welcoming and resettling refugees into our communities — a long and proud tradition that we intend to continue.

As the state that resettled the second highest number of refugees last year, we are honored to remain a place of safety and security for those fleeing persecution and violence. Since 1975, Washington has brought in nearly 150,000 refugees from 70 different countries, including Vietnam, Ukraine, and the Democratic Republic of the Congo. Refugees contribute to all sectors of our economy — as teachers, service members, doctors, and more — while adding to our rich cultural landscape. They are an integral part of Washington’s past, present, and future.

Just last week, we celebrated the success of Dr. Anisa Ibrahim, a Washingtonian who resettled in our state after fleeing war-torn Somalia more than two decades ago. Only six years old when her family first arrived to the United States, Dr. Ibrahim later graduated from the University of Washington Medical School and now leads a pediatric clinic in Seattle — the same clinic that treated her when she and her siblings were children.

Her story is not unique. Throughout our state, children and families speak of similar circumstances, of having sacrificed everything to seek refuge in America from violence, starvation, and other horrors most of us will thankfully never experience. Many of those children are now leaders in our communities, bringing with them their unique perspectives on tragedy, perseverance, and triumph. Washington State is stronger and our communities are richer because of their important contributions.

Given all of the benefits of a robust resettlement program, we should not cast aside our founding principles as a nation. Enshrined on the Statue of Liberty, the “Mother of Exiles,” is our



The Honorable Michael Pompeo

November 5, 2019

Page 2

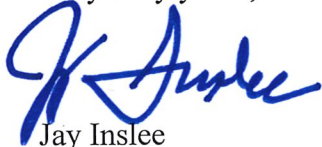
country's commitment as a safe place for humanity's most vulnerable. Lest we forget that, of the 26,000,000 refugees worldwide, more than half are children.

For these reasons, I ask that our state be allowed to accept at least as many refugees as we have in prior years, and should other states be unable or unwilling to accept refugee families into their jurisdictions, they will be welcomed here in Washington State.

I remain troubled by this Administration's deep cuts to refugee resettlement and disappointed that my call for a considerably higher number of refugees went unanswered. I hope you will recognize the success of our efforts in the coming year when your administration revisits the refugee cap for 2021.

Further, I have significant concerns about the imposition of written consent requirements upon states and local jurisdictions as a condition to receiving new refugees for resettlement through the U.S. Department of State's Reception and Placement Program. We will be working with our localities to ensure that they understand the written consent required of them under EO 13888, and to ensure uninterrupted refugee resettlement in Washington State, but we reserve the right to challenge the EO 13888 requirements in the future.

Very truly yours,



Jay Inslee
Governor

CC: Casey Katims, Director, Washington, D.C. Office, Governor Jay Inslee
Carol T. O'Connell, Principal Deputy Assistant Secretary, Bureau of Population,
Refugees, and Migration
Sarah Peterson, Chief, Office of Refugee and Immigrant Assistance, Washington State
Department of Social and Health Services

Office of Refugee & Immigrant Assistance Economic Services Administration | Community Services Division

Frequently Asked Questions on the U.S. Refugee Resettlement Program

Contact: [Sarah Peterson](#), Washington State Refugee Coordinator, 206-568-5568

Nov. 21, 2019

The Washington State Department of Social and Health Services' Economic Services Administration's **Office of Refugee and Immigrant Assistance** helps to coordinate refugee resettlement across the state, and provides programs and services in communities to assist people who are refugees and immigrants in achieving economic stability and integrating into our communities. Washington has a long legacy of welcoming refugees. Since 1975, more than 150,000 refugees have resettled in communities across the state.

On Sept. 26, 2019, the federal government issued Executive Order 13888, setting new procedures that states and local governments must follow regarding refugee resettlement. ORIA has received a number of inquiries related to that proposed process and to refugee resettlement in our local communities. This document provides information on the federal refugee resettlement programs and the support provided to refugees arriving in Washington state.

Who are refugees? What qualifications are required of refugees participating in the U.S. Refugee Resettlement Program?

Under Section 101 (a)(42) of the Immigration and Nationality Act (INA), a refugee is any person who is outside their home country and who is unable or unwilling to return to that country because of persecution or a well-founded fear of persecution on account of race, religion, nationality, membership in a particular social group or political opinion.

Individuals seeking admission into the United States as a refugee under Section 207 of the INA are processed through the U.S. Refugee Admissions Program (USRAP). The United States receives referrals to the USRAP through the United Nations High Commission on Refugees (UNHCR). Each year the President of the United States determines the number of refugees permitted to resettle in the United States and the priority participants dependent on three different priority categories. These priorities include (1) referrals from UNHCR, the U.S. embassy or specially trained non-government organization, (2) groups identified for special concern and (3) family reunification cases (family members in the U.S. submits an Affidavit of Relationship on behalf of a qualified family member overseas).

What is involved in the U.S. Refugee Admissions Program?

The U.S. Refugee Admissions Program (USRAP) is an interagency effort involving a number of governmental and nongovernmental partners overseas and in the United States. USRAP is the process by which people overseas are identified and screened for resettlement in the United States. The Department of State/Population,

Office of Refugee & Immigrant Assistance Economic Services Administration | Community Services Division

Refugees and Migration (PRM) has overall USRAP management responsibility overseas and has lead in proposing admissions ceilings and processing priorities. Under cooperative agreements with the Department of State (DOS), Resettlement Support Centers consist of international organizations or non-governmental organizations that carry out administrative and processing functions, such as file preparation and storage, data collection and out-processing activities. Once the application process is complete, the Department of Homeland Security (DHS), U.S. Citizenship and Immigration Services (USCIS) has responsibility for adjudicating applications for refugee status and reviewing case decisions. The International Organization for Migration arranges for travel to the United States, and the DHS U.S. Customs and Border Protection screens refugees as they arrive for admission into the country. A flow chart from USCIS that demonstrates the USRAP is linked in the Sources Cited section of this document on page 5.

What level of background screening is conducted to assure identity and lack of criminal background?

The screening of refugee applicants for the USRAP involves numerous biographic checks reviewed and resolved by U.S. government agencies. These screenings include the DOS Consular Lookout and Support System, Security Advisory Opinion, Interagency Check with the National Counterterrorism Center, FBI fingerprint check with Next Generation Identification, DHS Automated Biometric Identification System and DOD Defense Forensics and Biometrics Agency's Automated Biometric Identification System. In addition, highly trained USCIS officers conduct extensive in-person, overseas interviews with all refugee applicants. USCIS will also conduct screening through the Controlled Application Review and Resolution Process and enhanced screening that involves a review of classified and unclassified research and screening data against publicly available social media. U.S. Customs and Border Protection conducts additional background checks of individuals upon arrival at the U.S. port of entry. In recent years, federal agencies involved in USRAP conducted a joint review of the security vetting. As a result, USRAP has implemented a number of measures to strengthen its security and integrity. These new vetting procedures close security gaps and take a more risk-based approach to refugee admissions. For more information, please refer to the [USCIS Refugee Processing and Security Screening](#). Additional resources are listed on the Sources Cited on page 5.

Where are refugees resettled? How is it determined which participants will be located in which communities?

Representatives from the national refugee resettlement agencies meet frequently to review the biographic information and other case records from the Department of State seeking to determine which local resettlement agency will sponsor the refugee family and place them in a local community. Many refugees have family or close friends already in the United States, and refugee resettlement agencies make every effort to reunite them. Other factors taken under consideration include the case size and availability of affordable housing, community resources, language capacity of the agency, local ethnic and religious communities and expertise resettling specific populations.

Washington state is home to eight refugee resettlement agencies that have a long history of resettling refugees. The agencies resettle refugees in Benton-Franklin, Clark, King, Pierce, Snohomish, Spokane and other counties. In addition, three agencies in Clark, King, Pierce and Spokane counties resettle Unaccompanied Refugee Minors.

Office of Refugee & Immigrant Assistance

Economic Services Administration | Community Services Division

In recent years, 75-90% of refugees resettled in Washington state have a family member living in a local community.

How does the agency gauge the capacity in terms of numbers for a host community?

Every year the local refugee resettlement agencies in Washington are required to consult the Washington State Refugee Coordinator who oversees Washington's Office of Refugee and Immigrant Assistance. The consultation process requires an approval to resettle a target number of refugees in their local community. Capacity is determined by the ability of the resettlement agency to provide or connect individuals and families to needed programs and services, affordable housing and employment opportunities. In addition, resettlement agencies are required to host quarterly consultations with local community representatives, including health care providers, school district representatives, volunteers and elected officials. This is an opportunity to hear from the community about the capacity to welcome new arrivals.

What happens after a refugee arrives in the United States?

Once a refugee arrives in the United States, they first participate in the U.S. Reception and Placement Program (R&P). This is conducted through a cooperative agreement between PRM and nine national Refugee Resettlement Agencies (RRAs). These nine agencies subcontract with local affiliates across the country to provide initial services to arriving individuals and families. R&P offers a one-time stipend per refugee to finance the first three months in the United States. This stipend is administered by the RRA and covers the cost of housing, household goods, food and other expenses. The individual or family is met at the airport by the RRA and with an appropriate interpreter. RRAs provide arriving refugees with a hot meal that reflects the individual or family's culture. For the next 30 to 90 days, the local RRA helps the individual or family to apply for a Social Security card, register children for school, arrange medical appointments and connect with the necessary social and language services. Refugees are eligible for public assistance when they first arrive. They receive employment authorization upon arrival and are connected to employment services and English language classes within the first 30 days after arrival.

What is the level of oversight and support provided program participants by your office and for how long?

After the R&P program, the federal Office of Refugee Resettlement provides resources to states to invest in ongoing support and services. The Washington Office of Refugee and Immigrant Assistance braids this funding with other federal and state dollars to provide services in four core areas: Refugee Health and Wellness, Employment and Training, Immigration Assistance and Naturalization Services, and Whole Family Services. ORIA invests approximately \$28 million annually into more than 60 different providers statewide. Providers include local community-based organizations, refugee resettlement agencies, others state agencies and colleges. The majority of programs and services (see the table below) are available to refugees for up to five years after their arrival in the United States. Some programs, including naturalization services, are available to individuals and families beyond the five-year time period.

Office of Refugee & Immigrant Assistance

Economic Services Administration | Community Services Division

The Department of State and the national refugee resettlement agencies conduct regular program monitoring and consultations with the local refugee resettlement agencies as well as the State Refugee Coordinator and State Refugee Health Coordinator to ensure compliance with the requirements of R&P.

HEALTH & WELLNESS PROGRAMS	EMPLOYMENT & TRAINING PROGRAMS	IMMIGRATION & NATURALIZATION ASSISTANCE	WHOLE FAMILY SERVICES
Culturally Relevant and Linguistically Appropriate Services			
Refugee Health Screening Services	LEP Pathway Program Employment Services	Naturalization Services	PRIME Program <i>(Case Management and Self-sufficiency workshops)</i>
Refugee Mental Health Services	LEP Pathway Program ESL Services	PRIME Immigration Assistance Services	Refugee School Impact Program
Refugee Health Promotion Program	ORIA-Basic Food Employment & Training (BFET) Program		Unaccompanied Refugee Minor Program
Refugee Elders Program	CLEVER Program		Refugee Youth Mentoring

What follow up is proposed with the host community to gauge success of the program and address issues that might arise?

Local refugee resettlement agencies host quarterly community consultations. The State Refugee Coordinator and the State Refugee Health Coordinator attend these meetings to hear from the local community on the successes and challenges of the program. In addition, the State Refugee Coordinator hosts quarterly provider meetings to monitor program success. Each program is offered through a contract with a local provider. These programs operate with performance-based contracts that receive regular monitoring to ensure that participants are achieving the desired goals, whether it is employment placement or health screening and immunizations.

Is there a formal process for consultation with your agency if issues arise?

The Washington Office of Refugee and Immigrant Assistance is always available for consultation if issues arise in the local community. For more information, please contact Sarah Peterson at petersk@dshs.wa.gov. In addition, local refugee resettlement agencies and their national affiliates are available to respond to questions and concerns from community members and elected officials.

Office of Refugee & Immigrant Assistance

Economic Services Administration | Community Services Division

Sources Cited:

Proposed Refugee Admissions for Fiscal Year 2020: Report to Congress. U.S. Department of State, U.S. Department of Homeland Security and U.S. Department of Health and Human Services.

<https://www.politico.com/f/?id=0000016d-bb51-d0d8-af6d-ff79261f0002>

Proposed Refugee Admissions for Fiscal Year 2019: Report to Congress. U.S. Department of State, U.S. Department of Homeland Security and U.S. Department of Health and Human Services.

<https://www.state.gov/wp-content/uploads/2018/12/Proposed-Refugee-Admissions-for-Fiscal-Year-2019.pdf>

Refugee Security Screening Fact Sheet (August 28, 2018). U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services.

https://www.uscis.gov/sites/default/files/USCIS/Refugee%2C%20Asylum%2C%20and%20Int%27I%20Ops/Refugee_Screening_and_Vetting_Fact_Sheet.pdf

United States Refugee Admissions Program (USRAP) Flow Chart. U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services.

https://www.uscis.gov/sites/default/files/USCIS/Refugee%2C%20Asylum%2C%20and%20Int%27I%20Ops/USRAP_FlowChart.pdf

RESOLUTION NO. 3924

A RESOLUTION OF THE CITY OF PASCO, WASHINGTON, DECLARING AN INTENT TO GRANT CONSENT FOR THE RELOCATION OF REFUGEES WITHIN MUNICIPAL BOUNDARIES PER UNITED STATES EXECUTIVE ORDER 13888.

WHEREAS, the City of Pasco has long pursued a goal of being a welcoming and supportive community for those who worked towards becoming productive members of the Pasco community; and

WHEREAS, the City of Pasco City Council recognizes the United States Executive Order 13888 of September 26, 2019, entitled “Enhancing State and Local Involvement in Refugee Resettlement,” issued by the United States President, Donald Trump; and

WHEREAS, the City Council acknowledges that the Executive Order states that “the Federal Government...should resettle refugees only in those jurisdictions in which both the state and local governments have consented to receive refugees...” under the United States Department of State Reception and Placement Program; and

WHEREAS, the City Council wishes by this Resolution to set forth criteria clarifying the circumstances under which the City intends to provide consent to have said refugees resettled within its municipal boundaries; and

WHEREAS, the City Council recognizes the importance of maintaining the public health, safety, and welfare of its current residents; and

WHEREAS, the City Council further recognizes that to be successful, refugees resettling into Pasco to will require financial support, services and assistance; and

WHEREAS, the City Council acknowledges the role it can play in the resettlement program as part of a nation with a long history of welcoming and assimilating people from all over the world into its society; and

WHEREAS, the City Council desires to provide its consent for local refugee resettlement subject to the conditions and criteria identified herein. **NOW, THEREFORE,**

THE CITY COUNCIL OF THE CITY OF PASCO, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Declaration of Intent. The City Council of the City of Pasco, Washington, declares its intent to give consent for refugee resettlement within its municipal boundaries upon certain conditions.

Further, the City Council encourages the Franklin County Board of Commissioners to also provide its consent for refugee resettlement within the corporate boundaries of Franklin County.

Section 2. Criteria for Consent. The City Council of the City of Pasco, Washington, identifies the following criteria in order for refugees to be resettled within its municipal boundaries under the United States Department of State Reception and Placement Program: (1) the existence and adequacy of Federal, State and community support systems and structures in order to provide support for said refugees during their transition toward independence; (2) that local resources currently available to the City of Pasco residents are not reallocated to mitigate resettlement program deficiencies; and (3) the Washington State Department of Social and Health Services will provide the City with an annual update on the resettlement program.

Section 3. Reservation of Future Policy. The City Council of the City of Pasco, Washington, declares its reservation of the right to withdraw its consent in the future regarding these or other criteria necessary in order for the resettlement of refugees within its municipal boundaries.

PASSED by the City Council of the City of Pasco, Washington, at its special meeting dated this 9th day of December, 2019.

Matt Watkins, Mayor

ATTEST:

APPROVED AS TO FORM:

Debra Barham, CMC
City Clerk

Kerr Ferguson Law, PLLC
City Attorney